AUBURN
ALABAMA

August 2026
Meeting Schedule

3	**Cemetery Advisory Board**, 4 p.m., Harris Center, 425 Perry Street
4	**Parks & Recreation Advisory Board,** 11:45 a.m., 425 Perry Street
	Committee of the Whole, 5:55 p.m., Council Chamber, 141 North Ross Street
	City Council, 6:00 p.m., Council Chamber, 141 North Ross Street
7	**Tree Commission**, 11:30 a.m., Harris Center, 425 Perry Street
10	**Planning Commission Packet Meeting,** 12 p.m., DSB Conference Room, 171 North Ross Street
11	**Historic Preservation Commission**, 4 p.m., DSB Conference Room, 171 North Ross Street
13	**City Council Agenda Review,** 4 p.m., City Manager's Conference Room, 144 Tichenor Avenue
	Planning Commission, 5 p.m., Council Chamber, 141 North Ross Street
18	**Auburn Public Library**, 10 a.m., Auburn Public Library, 749 East Thach Avenue
	Greenspace Advisory Board, 12 p.m., Harris Center, 425 Perry Street
	Committee of the Whole, TBD, Council Chamber, 141 North Ross Street
	City Council, 6 p.m., Council Chamber, 141 North Ross Street
20	**Water Works Board,** 4 p.m., Water Board Conference Room, 1501 West Samford Avenue
27	**City Council Agenda Review,** 4 p.m., City Manager's Conference Room, 144 Tichenor Avenue

Meeting times and places are subject to change.
For more information, including a map of City meeting locations,
please visit www.auburnalabama.org/boards.

COMMITTEE OF THE WHOLE

AGENDA

August 4, 2026

5:55 PM

1. **CALL TO ORDER**. Mayor Anders.

2. **MINUTES**. July 21, 2026.

3. **QUESTIONS ON THE AGENDA**. City Manager Crouch.

4. **ADJOURNMENT**.

CITY OF AUBURN

COMMITTEE OF THE WHOLE

July 21, 2026

MINUTES

The City Council of the City of Auburn met in the Council Chamber of the Auburn Public Safety Building at 141 North Ross Street as a Committee of the Whole on Tuesday, July 21, 2026, at 5:55 PM.

1. **CALL TO ORDER**. Mayor Anders called the meeting to order.

The following Councilmembers were present: Tyler Adams, Max Coblentz, Tommy Dawson, Kelley Griswold, Sonny Moreman, Bob Parsons, Connie Taylor, Beth Witten, and Mayor Ron Anders. Absent: none. Also present was Development Services Executive Director Scott Cummings.

2. **MINUTES**. July 7, 2026

Councilmember Witten moved that the minutes be approved.
Councilmember Adams seconded the motion, and all members voted aye.
Mayor Anders declared the minutes approved.

3. **QUESTIONS ON THE AGENDA**.

None.

Development Services Executive Director Scott Cummings said there are replacement contracts for item 8c1 on the dais.

4. **ADJOURNMENT**.

There being no further business, the meeting was adjourned at 5:56 PM.

_____
Mayor

ATTEST:

_____
City Manager

Auburn City Council
August 4, 2026
6:00 PM
AGENDA

1. **CALL TO ORDER.** Mayor Anders.

2. **ROLL CALL.**

3. **PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE.**

4. **MAYOR AND COUNCIL COMMUNICATIONS.** Mayor Anders.

   a. Employee of the Month and Service Awards.
   Video presentation.

Employee of the Month

Andrew Adams	Library

Service Awards

Kenneth D. Lewis, Sr.	Environmental Services	5 years
Michael Todd Allman, II	Fire	5 years
John Bonner	Fire	5 years
Jackson Alexander Cook	Fire	5 years
Will Everson	Fire	5 years
Harris Hines	Fire	5 years
Grant Morgan	Fire	5 years
Adam Oliver	Fire	5 years
Cara Eiland	Library	5 years
Maimanah Hamid	Library	5 years
CJ Bode	Fire	10 years
Spencer Magill	Fire	10 years
Shantrie Collins	Library	10 years
Dustin Murphy	Water Resource Management	10 years
Brian Bissonnette	Environmental Services	15 years

Erika Sprouse	Finance	20 years
Anthony Cail	Fire	20 years
Andrew P. Adams	Library	25 years

Retirees:

Joel Hare	Fire	25 years
Blake Taunton	Fire	25 years

b. Committee of the Whole.

c. Announcements.

5. **AUBURN UNIVERSITY COMMUNICATIONS.**

6. **CITIZENS' COMMUNICATIONS ON AGENDA ITEMS.**

7. **CITY MANAGER'S COMMUNICATIONS.** City Manager Crouch.

8. **CONSIDERATION OF CONSENT AGENDA.**

a. Minutes. July 21, 2026.

b. Alcohol beverage license. Amanecer, LLC d/b/a Amanecer Morning Kitchen. 020 – Restaurant Retail Liquor. Property located at 820 Opelika Road.

c. FY2027 Rebuild Alabama Act - Transportation Plan.

d. Contracts and agreements.

1. Granicus. Renewal of Swagit public meeting live-streaming and captioning services. $65,426.12.

2. SHI International Corp. Purchase three (3) Juniper Networks Switches with support and maintenance. $55,055.46.

e. Easements.

1. Broadview Properties, FLP. Accept public rights-of-way and public easements. Cherokee Road Subdivision, A Redivision of Parcel-A & Parcel-B of Shelton Woods Subdivision No. 2. Property located at the terminus of Cherokee Road.

2. Dilworth Development, Inc. Accept public easements and public rights-of-way. Cole Place, Phase One Subdivision. Property located on Society Hill Road, east of Nash Creek Drive and directly north of the Mitchell Farms development (ADARE).

3. Flowers & White Engineering, LLC. Accepts rights-of-way and public utility and drainage easements. The Preserve, Phase 6C. Property located on the northeastern side of West Farmville Road and south of Pear Tree Lane.

4. The Mark of Auburn, LLC. Accept public easements. The Mark of Auburn Subdivision. Property located between Toomer Street and Wright Street.

5. Foresite Group, LLC. The Orchard at Wrights Mill Final Plat (FP-2026-013). Public rights-of-way and public easements. Property located at 1640 Wrights Mill Road.

6. Goodwill Industries of the Southern Rivers, Inc. Accept public utility easements. Goodwill Industries Subdivision. Property located at 2040 South College Street.

7. Morningview Properties, LLC. Accept drainage and utility easements. Redivision of Lot 3-A, Consolidation of Lots 3 and 4 Reese Subdivision-Final Plat. Property located at 406 North Donahue Drive.

f. 2026 Regular Municipal Election. Appointment of election officials.

9. **ORDINANCES.**

a. General Obligation Warrants. Authorize the issuance of the City's General Obligation Warrants, Series 2026 for public school purposes. Unanimous consent necessary.

10. **RESOLUTIONS.**

a. Concurrences with Industrial Development Board actions.

1. Sale of property located on Evans Court.

2. Purchase of property located at 1715 Pumphrey Ave.

b. Tax abatements.

1. Inics Battery Solutions Corp. 2585 Innovation Drive.

2. Seohan Auto USA Corporation. 3100 Haygood Court.

c. Contracts.

1. Davenport Group, Inc. Dell PowerScale APEX subscription. $841,740.

2. Davenport Group, Inc. Dell VxRail virtualization infrastructure. $2,510,817.92.

11. **OTHER BUSINESS.**

12. **CITIZENS' OPEN FORUM.**

13. **ADJOURNMENT.**

The City Council of the City of Auburn, Alabama, met in regular session on Tuesday, July 21, 2026, at 6:01 PM in the Council Chamber of the Auburn Public Safety Building at 141 North Ross Street.

1. CALL TO ORDER. Mayor Anders.

Mayor Anders called the meeting to order.

2. ROLL CALL.

The following Councilmembers were present: Tyler Adams, Max Coblentz, Tommy Dawson, Kelley Griswold, Sonny Moreman, Bob Parsons, Connie Taylor, Beth Witten, and Mayor Ron Anders. Absent: None. Also present was Development Services Executive Director Scott Cummings.

3. PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE.

Mayor Anders invited all present to stand and join the Council in reciting the Pledge of Allegiance to the U.S. Flag and in observing a moment of silence after the Pledge.

4. MAYOR AND COUNCIL COMMUNICATIONS. Mayor Anders.

a. Committee of the Whole.

Mayor Anders provided a summary of the Committee of the Whole meeting previously held.

b. Announcements.

Mayor Anders thanked various groups for hosting him over the last two weeks and provided a preview of the events he will attend in the coming days.

Councilmember Taylor announced a Ward 1 meeting at 6 p.m. on Thursday, July 30 at Boykin Gym.

5. AUBURN UNIVERSITY COMMUNICATIONS.

Auburn University SGA representative Erin Mitchell updated the Council about events at Auburn University.

6. CITIZENS' COMMUNICATIONS ON AGENDA ITEMS.

None.

7. CITY MANAGER'S COMMUNICATIONS. City Manager Crouch.

a. Board vacancy announcement. Greenspace Advisory Board. Two (2) positions. Terms begin August 8, 2026, and end August 7, 2030.

Development Services Executive Director Scott Cummings announced vacancies on the Greenspace Advisory Board.

Director Cummings reminded the Council about the replacement contracts for item 8c1.

8. CONSIDERATION OF CONSENT AGENDA.

Development Services Executive Director Scott Cummings asked if any items should be removed from the consent agenda.

Councilmember Adams removed item 8c1.

Councilmember Griswold removed item 8c2.

Councilmember Moreman removed items 8b and 8c5.

Councilmember Coblentz moved that the items on the consent agenda be adopted. Councilmember Adams seconded the motion, and all members voted aye.

Mayor Anders declared the consent agenda approved.

a. Minutes. July 7, 2026. **APPROVED**

b. Engineering Services Design and Construction Manual Updates.

This item was removed from the consent agenda.

c. Contracts and agreement

1. The Auburn Game Day Law Enforcement Corporation and Area Public Safety Agencies or individuals. Provide public safety services for sporting events and/or special events at Auburn University. Public Safety Department.

This item was removed from the consent agenda.

2. Stivers Chrysler Dodge Jeep Ram. Purchase four (4) 2026 Dodge Durango AWD Pursuit SUVs. Public Safety Department. $169,892.96.

This item was removed from the consent agenda.

3. Stivers Ford Lincoln. Purchase two (2) 2026 Ford F-150 Responder Supercrew pick-up trucks. Public Safety Department. $96,022. **Resolution 26-191**

4. ProLogic ITS, LLC. Purchase patrol vehicle upfit vehicle equipment and installation for six (6) vehicles. Public Safety Department. $107,497.66. **Resolution 26-192**

5. Thalamus, LLC. Pedestrian Signal at 320 West Magnolia Avenue. $91,000.

This item was removed from the consent agenda.

d. Easements and warranty deeds.

1. Alabama Power Company. Grant a power easement for the new trash compactor at the Boykin-Donahue Complex. **Resolution 26-194**

2. Alberta Street Subdivision. Accept public drainage and utility easement. Property located at 595 and 597 Piper Avenue. **Resolution 26-195**

3. Cotswold II, LLC. Accept warranty deeds. Lot 101 of Oak Creek and Lot 115 of Oak Creek Phase II. **Resolution 26-196**

4. Register Subdivision, First addition. Accept various rights-of-way. Property located on Lee Road 10 (Sandhill Road). **Resolution 26-197**

5. Tiger's Den Auburn, LLC. Purchase temporary construction easement. North Donahue Widening Project Phase I. $22,200. **Resolution 26-198**

6. Tiger's Den Auburn, LLC. Purchase warranty deed. Property located at 1791 Shug Jordan Parkway. North Donahue Widening Project Phase I. $50,000. **Resolution 26-199**

b. Engineering Services Design and Construction Manual Updates.

Director Cummings said this resolution approves updates to the Engineering Services Design and Construction Manual.

Councilmember Moreman asked questions about the updates.

Director Cummings answered the questions.

Councilmember Witten moved that the resolution be adopted.
Councilmember Coblentz seconded the motion, and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 26-188

c. Contracts and agreement

1. The Auburn Game Day Law Enforcement Corporation and Area Public Safety Agencies or individuals. Provide public safety services for sporting events and/or special events at Auburn University. Public Safety Department.

Director Cummings said this resolution authorizes the city manager to execute contracts for The Auburn Game Day Law Enforcement Corporation and Area Public Safety Agencies or individuals. He added that the Council has updated contracts on the dais.

Councilmember Adams highlighted the importance of these gameday contracts.

Councilmember Witten moved that the resolution be adopted.
Councilmember Adams seconded the motion, and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 26-189

2. Stivers Chrysler Dodge Jeep Ram. Purchase four (4) 2026 Dodge Durango AWD Pursuit SUVs. Public Safety Department. $169,892.96.

Director Cummings said this resolution authorizes the city manager to execute contract with Stivers Chrysler Dodge Jeep Ram.

Councilmember Griswold asked about the number of spare vehicles currently available.

Director Cummings said he did not have that information available.

Councilmember Dawson moved that the resolution be adopted.
Councilmember Adams seconded the motion, and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 26-190

5. Thalamus, LLC. Pedestrian Signal at 320 West Magnolia Avenue. $91,000.

Director Cummings said this resolution authorizes the city manager to execute contract with Thalamus, LLC.

Councilmember Moreman asked how this crossing would be different from the one there now.
Director Cummings answered the question.

Councilmember Parsons moved that the resolution be adopted.
Councilmember Adams seconded the motion, and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 26-193

9. ORDINANCES.

a. Traffic control signs and devices. Unanimous consent necessary.

1. Establish fourteen (14) stop signs and two (2) 25 MPH signs. Oak Creek Subdivision Phases 1, 2, and 3.

Director Cummings said this ordinance establishes 14 stop signs and two 25 MPS signs in Oak Creek Subdivision, Phase 1, 2, and 3.

Councilmember Adams introduced the ordinance.
Director Cummings read the ordinance by title.
Councilmember Adams moved that unanimous consent be granted to consider the ordinance on its first reading.
Councilmember Witten seconded the motion.

Mayor Anders asked if there was an objection to the ordinance being considered on its first reading.

Hearing no objection from the Council, Mayor Anders declared unanimous consent granted and the ordinance ready for adoption.

Upon roll call vote, the following Council members voted aye: Griswold, Moreman, Parsons, Taylor, Witten, Adams, Coblentz, Dawson, and Mayor Anders. Voting no: None.
Mayor Anders declared the ordinance adopted.
Ordinance No. 3599

2. Establish three (3) stop signs and one (1) 25 MPH sign. Swann's Bridge Phase 1-B.

Director Cummings said this ordinance establishes three stop signs and one 25 MPH sign in Swann’s Bridge, Phase 1-B.

Councilmember Dawson introduced the ordinance.
Director Cummings read the ordinance by title.
Councilmember Dawson moved that unanimous consent be granted to consider the ordinance on its first reading.
Councilmember Witten seconded the motion.

Mayor Anders asked if there was an objection to the ordinance being considered on its first reading.

Hearing no objection from the Council, Mayor Anders declared unanimous consent granted and the ordinance ready for adoption.

Upon roll call vote, the following Council members voted aye: Moreman, Parsons, Taylor, Witten, Adams, Coblentz, Dawson, Griswold, and Mayor Anders. Voting no: None.
Mayor Anders declared the ordinance adopted.
Ordinance No. 3600

b. Rezoning. Unanimous consent necessary. Planning Commission recommendations. Public hearings required.

1. The Lexington. Rezone Approximately 1.15 acres to Comprehensive Development District (CDD). Property located at 1117 South Donahue Drive.

Director Cummings said this ordinance rezones approximately 1.15 acres to Comprehensive Development District. He added that a public hearing was required.

Councilmember Parsons introduced the ordinance.
Director Cummings read the ordinance by title.
Councilmember Parsons moved that unanimous consent be granted to consider the ordinance on its first reading.
Councilmember Adams seconded the motion.

Mayor Anders asked if there was an objection to the ordinance being considered on its first reading.
Hearing no objection from the Council, Mayor Anders declared unanimous consent granted and the ordinance ready for adoption.

Mayor Anders opened the public hearing.

Brett Basquin (Foresite Group) said he was there on behalf of the applicant and available to answer any questions from the Council.

There being no further comments from the audience, Mayor Anders closed the public hearing.

Councilmember Moreman asked questions about the project.

Mr. Basquin answered the questions.

Upon roll call vote, the following Council members voted aye: Parsons, Taylor, Witten, Adams, Coblentz, Dawson, Griswold, Moreman, and Mayor Anders. Voting no: None.
Mayor Anders declared the ordinance adopted.
Ordinance No. 3601

2. The Lexington. Rezone approximately 1.15 acres to Planned Unit Development (PUD). Property located at 1117 South Donahue Drive.

Director Cummings said this ordinance rezones approximately 1.15 acres to Planned Unit Development. He added that a public hearing was required.

Councilmember Parsons introduced the ordinance.
Director Cummings read the ordinance by title.
Councilmember Parsons moved that unanimous consent be granted to consider the ordinance on its first reading.
Councilmember Adams seconded the motion.

Mayor Anders asked if there was an objection to the ordinance being considered on its first reading.

Hearing no objection from the Council, Mayor Anders declared unanimous consent granted and the ordinance ready for adoption.

Mayor Anders opened the public hearing.

There being no comments from the audience, Mayor Anders closed the public hearing.

Upon roll call vote, the following Council members voted aye: Taylor, Witten, Adams, Coblentz, Dawson, Griswold, Moreman, Parsons, and Mayor Anders. Voting no: None.
Mayor Anders declared the ordinance adopted.
Ordinance No. 3602

3. One Auburn Dumas Lot. Rezone approximately 1.09 acres from Rural (R) to Comprehensive Development District (CDD). Property located at 1750 Miracle Road.

Director Cummings said this ordinance rezones approximately 1.09 acres to Comprehensive Development District. He added that a public hearing was required.

Councilmember Parsons introduced the ordinance.
Director Cummings read the ordinance by title.
Councilmember Parsons moved that unanimous consent be granted to consider the ordinance on its first reading.
Councilmember Adams seconded the motion.

Mayor Anders asked if there was an objection to the ordinance being considered on its first reading.

Hearing no objection from the Council, Mayor Anders declared unanimous consent granted and the ordinance ready for adoption.

Mayor Anders opened the public hearing.

Susan Salatto (1632 James Burt Parkway) asked the Council to keep Miracle Road as it is.

There being no further comments from the audience, Mayor Anders closed the public hearing.

The Council discussed the rezoning and asked questions about it.

Director Cummings, Planning Director Justice Wahid Cotton, and City Attorney's office representative Paul Clark answered the questions.

Upon roll call vote, the following Council members voted aye: None. Voting no: Witten, Adams, Coblentz, Dawson, Griswold, Moreman, Parsons, Taylor, and Mayor Anders.
Mayor Anders declared the ordinance failed.

4. One Auburn Walker-Carlton Lots. Rezone approximately 9.92 acres from Development District Housing (DDH) to Comprehensive Development District (CDD). Property located at 1415 Sarah Lane.

Director Cummings said this ordinance rezones approximately 9.92 acres to Comprehensive Development District. He added that a public hearing was required.

Councilmember Witten introduced the ordinance.
Director Cummings read the ordinance by title.
Councilmember Witten moved that unanimous consent be granted to consider the ordinance on its first reading.
Councilmember Adams seconded the motion.

Mayor Anders asked if there was an objection to the ordinance being considered on its first reading.

Hearing no objection from the Council, Mayor Anders declared unanimous consent granted and the ordinance ready for adoption.

Mayor Anders opened the public hearing.

Jessie Shealey (1962 Miracle Road) asked the city to pave Miracle Road.

Susan Salatto (1632 James Burt Parkway) asked the Council to keep Miracle Road as it is.

There being no further comments from the audience, Mayor Anders closed the public hearing.

Upon roll call vote, the following Council members voted aye: None. Voting no: Adams, Coblentz, Dawson, Griswold, Moreman, Parsons, Taylor, Witten, and Mayor Anders.
Mayor Anders declared the ordinance failed.

5. One Auburn. Rezone approximately 11.01 acres from Rural (R) and Development District Housing (DDH) to Planned Development District (PDD). Property located at 1415 Sarah Lane and 1750 Miracle Road.

Director Cummings said this ordinance rezones approximately 11.01 acres to Planned Development Development District. He added that a public hearing was required.

Councilmember Witten introduced the ordinance.
Director Cummings read the ordinance by title.
Councilmember Witten moved that unanimous consent be granted to consider the ordinance on its first reading.
Councilmember Adams seconded the motion.

Mayor Anders asked if there was an objection to the ordinance being considered on its first reading.

Hearing no objection from the Council, Mayor Anders declared unanimous consent granted and the ordinance ready for adoption.

Mayor Anders opened the public hearing.

Jessie Shealey (1962 Miracle Road) asked the city to pave Miracle Road.

There being no further comments from the audience, Mayor Anders closed the public hearing.

Upon roll call vote, the following Council members voted aye: None. Voting no: Coblentz, Dawson, Griswold, Moreman, Parsons, Taylor, Witten, Adams, and Mayor Anders.
Mayor Anders declared the ordinance failed.

10. RESOLUTIONS.

a. Conditional use approvals. Planning Commission recommendations. Public hearings required.

1. NEOS Church. Institutional use (church). Property located at 665 Opelika Road.

Director Cummings said this resolution authorizes conditional use approval for an institutional use. He added that a public hearing was required.

Mayor Anders opened the public hearing.

Rudy Sardiñas (2262 Brock Drive, Opelika) said he was the pastor of NEO Church and offered to answer questions from the Council.

There being no further comments from the audience, Mayor Anders closed the public hearing.

The Council asked questions.

Pastor Sardiñas answered the questions.

Councilmember Adams moved that the resolution be adopted.
Councilmember Parsons seconded the motion, and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 26-200

2. Prosper at Plainsman. Outdoor recreational use/subdivision amenity (pavilion, pool, and playground). Property located at 1827 Kenai Pass.

Director Cummings said this resolution authorizes conditional use approval for an outdoor recreational use/subdivision amenity (pavilion, pool, and playground). He added that a public hearing was required.

Mayor Anders opened the public hearing.

There being no comments from the audience, Mayor Anders closed the public hearing.

Councilmember Dawson moved that the resolution be adopted.
Councilmember Cloblentz seconded the motion, and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 26-201

3. 805 Gentry Townhomes. Performance residential use (Multiple-Unit Development). Property located at 805 Gentry Drive.

Director Cummings said this resolution authorizes conditional use approval for a performance residential use (Multiple-Unit Development). He added that a public hearing was required.

Mayor Anders opened the public hearing.

Brett Basquin (Foresite Group) spoke about the project and said he was available to answer questions.

There being no further comments from the audience, Mayor Anders closed the public hearing.

The Council asked questions.

Director Cummings and Planning Director Cotton answered the questions.

Councilmember Adams moved that the resolution be adopted.
Councilmember Parsons seconded the motion, and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 26-202

11. OTHER BUSINESS.

None.

12. CITIZENS' OPEN FORUM.

Robert Wilkins (261 Denson Drive) spoke about the upcoming Municipal Election.

13. ADJOURNMENT.

Councilmember Witten moved that the meeting be adjourned.
Councilmember Adams seconded the motion, and all members voted aye.
The meeting was adjourned at 7:40 PM.

_____
Mayor

ATTEST:

_____
City Manager

Agenda Item Summary

Item No. 8 b

Council Meeting Date	August 4, 2026
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:

Amanecer, LLC d/b/a Amanecer Morning Kitchen
820 Opelika Road
Auburn, AL 36830

Description of item under consideration

Amanecer Morning Kitchen. Approval of a 020 – Restaurant Retail Liquor alcohol beverage license for property located at 820 Opelika Road. The property is zoned Corridor Redevelopment District - Suburban (CRD-S), which permits the restaurant (commercial and entertainment use) by right. The application is consistent with the provisions of Chapter 3 of the City Code, which provides licensing requirements for establishments engaged in the sale of alcoholic beverages.

Why is Council action needed?

City Council action is requested by the State Alcoholic Beverage Control (ABC) Board. The State will not issue an alcoholic beverage license without municipal approval per Title 28, Chapter 3A of the Code of the State of Alabama.

Is this a budgeted item?: N/A

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260722135602911

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** $300.00 **County:** $150.00

Trade Name: AMANECER MORNING KITCHEN **Filing Fee:** $50.00

Applicant: AMANECER LLC **Transfer Fee:**

Location Address: 820 OPELIKA ROAD AUBURN, AL 36830

Mailing Address: 820 OPELIKA ROAD AUBURN, AL 36830

County: LEE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 001-252-973

Do you sell Draft Beer?: N/A

Date Incorporated: 05/11/2026 **State incorporated:** AL **County Incorporated:**

Date of Authority:

Federal Tax ID: 42-2490040 **Alabama State Sales Tax ID:** R012990798

Name:	Title:	Date and Place of Birth:	Residence Address:
JOSE L CAMPOS SANCHEZ C226213128000 - FL	MEMBER	03/10/1989 MICHOACANA, MEXICO	504 GWYNNES WAY OPELIKA, AL 36804

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260722135602911

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: CHERYL STARKEY
Business Phone: 334-745-3795
Fax:

Home Phone: 334-332-7802
Cell Phone:
E-mail: DUBOSEBK@CHARTER.NET

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous Vendor Number:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260722135602911

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: CESAR CAMPOS REYES 334-319-1349

What is lessors primary business? RESTAURANT OWNER

Is lessor involved in any way with the alcoholic beverage business? YES

Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES

Is the business used to habitually and principally provide food to the public? YES

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 3000

Display Square Footage:

Building seating capacity: 125

Does Licensed premises include a patio area? YES

License Structure: SINGLE STRUCTURE

License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: CITY/TOWN LIMITS

Police protection: CITY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260722135602911

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260722135602911

Initial each	Signature page
J.L.C.S	In reference to law violations, I attest to the truthfulness of the responses given within the application.
J.L.C.S	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
J.L.C.S	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
X	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
X	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
X	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
J.L.C.S	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
J.L.C.S	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
J.L.C.S	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Jose Leonardo Campos Sanchez Notary Name (print): Jessica Wilson Coiro

Signature of Applicant: Jose L Campos Sanchez Notary Signature: Jessica Wilson Coiro

Commission expires: 10/06/2026

JESSICA WILSON COIRO NOTARY PUBLIC ALABAMA STATE AT LARGE COMMISSION EXPIRES 10-06-2026

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260722135602911

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members? N/A
Number of paid up members:
Are meetings regularly held? N/A
How often?
Is business conducted through officers regularly elected? N/A
Are members admitted by written application, investigation, and ballot? N/A
Has Agent verified membership applications for each member listed? N/A
Has at least 10% of members listed been confirmed and highlighted? N/A Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members? N/A
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership? N/A

Special Retail

Is it for 30 days or less? N/A
More than 30 days? N/A

Franchisee or Concessionaire of above? N/A
Other valid responsible organization: N/A
Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations

Is the lessor involved in any way with the alcohol beverage business?: HAS RESTAURANTS WITH LIQUOR LICENSES.

Receipt Confirmation Page

Receipt Confirmation Number: 20260722135602911

Application Payment Confirmation Number: 119729176

Payment Summary	
Payment Item	**Fee**
Application Fee for License License 020	$50.00
Total Amount to be Charged	**$50.00**

License Payment Confirmation Number:

Payment Summary			
Payment Item	**County Fee**	**State Fee**	**Total Fee**
020 - RESTAURANT RETAIL LIQUOR	$150.00	$300.00	$450.00
Total Amount to be Charged	**$150.00**	**$300.00**	

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 020 - RESTAURANT RETAIL LIQUOR
License Type 2:
License Type 3:
License Type 4:
License Type 5:
License Type 6:
License Type 7:
License Type 8:
License Type 9:
License Type 10:
License County: LEE
Business Type: LLC
Trade Name: AMANECER MORNING KITCHEN
Applicant Name: AMANECER LLC
Location Address: 820 OPELIKA ROAD
AUBURN, AL 36830
Mailing Address: 820 OPELIKA ROAD
AUBURN, AL 36830

Contact Person: CHERYL STARKEY
Contact Home Phone: 334-332-7802
Contact Business Phone: 334-745-3795
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:
Contact Relationship to Applicant: BOOKKEEPER

ABC Application Business License and Zoning Verification Form

Date: 7.27.2026

Applicant name and address: Amanecer, LLC
820 Opelika Road
Auburn, AL 36830

Trade Name and location of business: Amanecer Morning Kitchen
820 Opelika Road
Auburn, AL 36830

Alabama ABC Board License Confirmation Number: **20260722135602911**

Finance Department – Business License Verification

This application is for: A [**X**] new or an [] existing business that [] does or [**X**] does not have an alcohol beverage license.

This is a [**X**] new application [ ] change in ownership [ ] change of name [ ] change of application type

This business holds a current business license.	[ ] Yes	[**X**] No	[ ] N/A
If no, has a business license application been submitted?	[**X**] Yes	[ ] No	[ ] N/A
This business is current on all City license fees and taxes.	[ ] Yes	[ ] No	[**X**] N/A

Planning Department – Zoning Verification

Type of License Requested: 020 – Restaurant Retail Liquor

Zoning Classification: Corridor Redevelopment District – Suburban (CRD-S)

Permitted Use [**X**] **or** Conditional Use [ ]

Date of Conditional Use approval: N/A

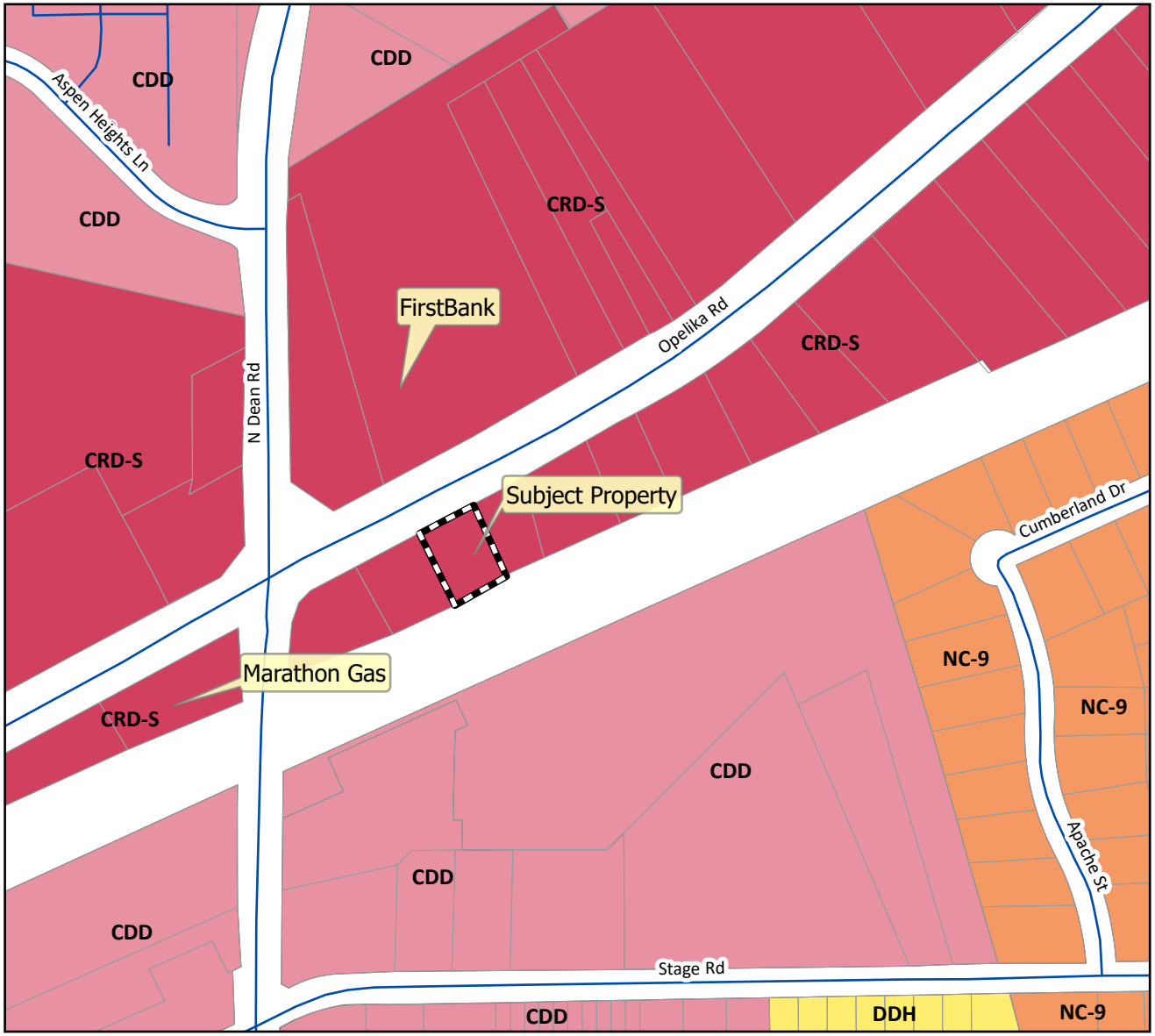
Comments: A restaurant (commercial and entertainment use) is a permitted use in the CRD-S zoning district.

Planning review by: Amber English Date: July 27, 2026

Amanecer Morning Kitchen

ABC License

Restaurant Retail Liquor



Subject Property

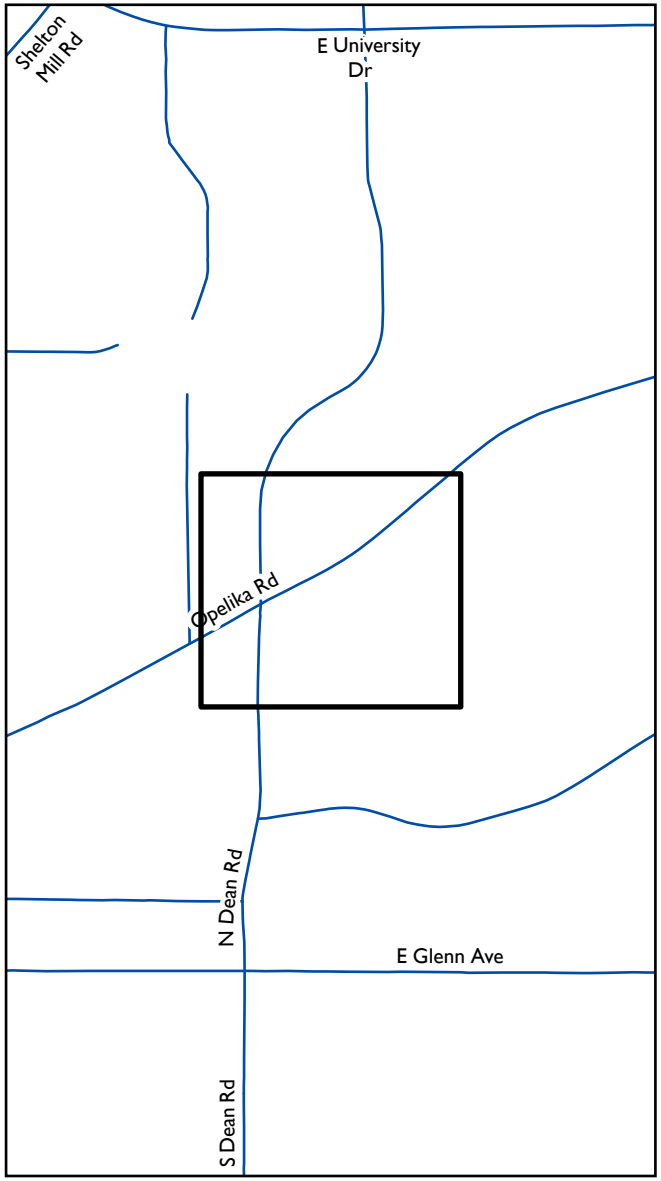
0 112.5 225 450

Feet

1 inch equals 292 feet

The applicant is seeking approval for a Restaurant Retail Liquor alcohol beverage license located at 820 Opelika Road in the Corridor Redevelopment District - Suburban (CRD-S) zoning district.

Vicinity Map



N

Planning Dept.

07/27/2026

The City of Auburn, Alabama does not guarantee or warrant the accuracy of this map or any information contained herein. Information may contain errors and should be verified by an appropriately qualified, licensed and independent professional.

Agenda Item Summary

Item No. 8 c

Council Meeting Date	August 4, 2026
Department	Engineering Services
Submitted By	Michael Griffin
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:

City of Auburn

Description of item under consideration

Resolution adopting The City of Auburn FY2027 Transportation Plan. The plan documents the transportation infrastructure projects approved by the City Council in the Fiscal Year 2026-2027 Biennial Budget for which funding from the Rebuild Alabama Act may be used. This plan was prepared as required by the Rebuild Alabama Act, which provides funds to cities, counties and the state through a gas tax that began on August 31, 2019. The City will apply funds toward projects listed in the FY2027 Transportation Plan.

Why is Council action needed?

The Rebuild Alabama Act requires that the City Council adopt an annual Transportation Plan no later than August 31 of each year.

Is this a budgeted item?: Yes

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

THROUGH: B. Scott Cummings, Development Services Executive Director

FROM: Michael Griffin, City Engineer/Engineering Services Director

DATE: August 4, 2026

SUBJECT: City of Auburn FY27 Transportation Plan/Rebuild Alabama Act

In fiscal year 2019, Governor Kay Ivey signed into law the "Rebuild Alabama Act," which levied new gas taxes targeted at transportation infrastructure improvement. The act requires cities to pass a transportation plan in August of each year to indicate how the revenue will be used and to have the plan posted publicly.

The City of Auburn FY 2027 Transportation Plan includes resurfacing and restriping projects. Additional revenue from the Rebuild Alabama Act gasoline tax increases as well as other funds will be allocated to execute the project listed (attached). Upon approval by the City Council, this plan will be posted on the City's website and available at City Hall, and at the Development Services Building.

The plan is based upon an estimate of the revenues anticipated from the fund during the fiscal year. Anticipated revenue from the gas tax is approximately $500,000 for FY 2027. Funds available through the Rebuild Alabama Act will be used to continue to maintain and improve Auburn's transportation infrastructure, and it will offset project costs in order to potentially further other projects supported by the City's general fund budget.

RESOLUTION NO. _____

WHEREAS, the Rebuild Alabama Act, signed into law in 2019, requires municipal governing bodies to adopt an annual Transportation Plan no later than August 31st for the fiscal year 2027; and

WHEREAS, the Plan must include a detailed list of projects for which expenditures are intended to be made in the next fiscal year.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Auburn, Alabama, that the City of Auburn does hereby adopt the Transportation Plan for the 2027 fiscal year consisting of the FY 2027 Resurfacing and Restriping Projects.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 4th day of August 2026.

_____
Mayor

ATTEST:

_____
City Manager

Rebuild Alabama Act
City of Auburn FY2027 Transportation Plan

Project Name	Description	Cost Estimate
Street Resurfacing and Restriping Projects	This project consists of resurfacing various streets within the City of Auburn.	$ 4,150,000
	Total	**$ 4,150,000**

Agenda Item Summary

Item No. 8 d 1

Council Meeting Date	August 4, 2026
Department	Office of the City Manager
Submitted By	Megan Crouch
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:

Granicus
12801 North Central Expressway, Suite 900
Dallas, TX 75243

Description of item under consideration

Resolution authorizing the City Manager to execute a renewal contract with Granicus for ongoing services to livestream City Council, Planning Commission and Board of Zoning Adjustment public meetings held in the City Council Chamber. This contract is through the Interlocal Purchasing System cooperative, contract number 220105. The City previously held a three-year contract with Granicus and this renewal would extend the contract for Fiscal Year 2027, or a one-year period from Oct. 2, 2026 to Oct. 1, 2027.

Why is Council action needed?

Council action is needed to authorize a contract in excess of $30,000.

Is this a budgeted item?: Yes

RESOLUTION NO. _____

WHEREAS the City Council of the City of Auburn, Alabama, provides live streaming and captioning of regularly scheduled City Council, Planning Commission and Board of Zoning Adjustment meetings; and

WHEREAS the City Council desires to renew the services of Granicus, to provide live streaming and captioning services that allow the City to meet current and long-term goals of enhancing transparency with the citizens of Auburn; and

WHEREAS the purchase will be facilitated through The Interlocal Purchasing System contract 220105 for purchases of related hardware, software and services from Granicus, LLC.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama, does hereby authorize the City Manager to execute a renewal contract with Granicus for hardware, software and services in the amount of $65,426.12 for Fiscal Year 2027.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this 4th day of August 2026.

_____
Mayor

ATTEST:

_____
City Manager

Procurement Vehicle: TIPS 220105
In Support of: Auburn AL

ORDER DETAILS

Prepared By:	Abigail Urbina
Phone:	
Email:	abigail.urbina@granicus.com
Order #:	Q-542062
Prepared On:	26 Jun 2026
Expires On:	04 Jul 2026

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date:	01 Oct 2026
Period of Performance:	02 Oct 2026 - 01 Oct 2027

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
CaptionLive Premium	Annual	1 Hours	$0.00
EASE™ 50	Annual	1 Each	$13,541.55
Social Media eXstream	Annual	1 Each	$0.00
Avior™ 50	Annual	1 Each	$51,884.57
		SUBTOTAL:	**$65,426.12**

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-542062 dated 26 Jun 2026 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Auburn AL to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- AI SYSTEM USAGE: Notwithstanding anything to the contrary in any contract between Client and Granicus, Client's use of AI functionality contained in any Granicus product or service will be subject to the terms set forth in the AI Addendum located here: https://granicus.com/wp-content/uploads/AI-Functionality-All-Products.pdf Any conflict between the terms of the contract and the AI Addendum will be resolved in favor of the Addendum. If Client is not willing or able to accept the terms set forth in the Addendum, Client is not permitted to access or use any AI functionality absent separate written agreement between Client and Granicus.

- Terms & Conditions of TIPS Contract # 220105 are incorporated herein by reference.
- It is the customers responsibility to communicate any changes or provide updated schedules. Any meeting convened outside of the established meeting schedule shall require a minimum of forty-eight (48) hours' prior written notice to all relevant parties. The presence of a director at such meetings is not guaranteed. All such meetings will be shot in wide-screen format.

Agenda Item Summary

Item No. 8 d 2

Council Meeting Date	August 4, 2026
Department	Information Technology
Submitted By	Greg Nelson
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:

SHI International Corp.
290 Davidson Ave
Somerset, NJ 08873

Description of item under consideration

Resolution authorizing the City Manager to execute a contract with SHI International Corp. for the purchase of three (3) Juniper Networks EX4650-48Y managed network switches, including three (3) years of support and maintenance, in the amount of $55,055.46. The City's network infrastructure supports critical technology services across all City facilities. The purchase of these switches will expand the bandwidth capacity of the City's core network, helping ensure reliable performance and supporting the growing connectivity demands of City operations and services. The equipment will enhance the City's ability to maintain efficient, secure, and scalable network communications. This purchase will be facilitated through Sourcewell Cooperative Purchasing Contract No. 121923-SHI.

Why is Council action needed?

City Council action is needed execute a contract in excess of $30,000.

Is this a budgeted item?: Yes

RESOLUTION NO._____

WHEREAS, the City relies upon its network infrastructure to support critical technology services and operations across all City facilities; and

WHEREAS, the City's growing operational and service delivery requirements necessitate increased network bandwidth capacity to maintain reliable, secure, and efficient communications; and

WHEREAS, the purchase of three Juniper Networks EX4650-48Y managed network switches will expand the bandwidth capacity of the City's core network and support current and future connectivity demands; and

WHEREAS, the price and vendor are established through the Sourcewell Cooperative Purchasing Contract No. 121923-SHI at a total cost for the three network switches of $55,055.46 from SHI International Corp. of Somerset, New Jersey.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama, does hereby authorize the City Manager to execute a contract with SHI International Corp. for the purchase of three (3) Juniper Networks managed switches, utilizing Sourcewell Cooperative Purchasing Contract No. 121923-SHI, in the amount of $55,055.46.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 4th day of August 2026.

_____
Mayor

ATTEST:

_____
City Manager

Pricing Proposal
Quotation #: 27743045
Valid Until: 8/12/2026

AL-City of Auburn

Greg Nelson
144 Tichenor Ave Suite 4 (Basement)
Auburn, AL 36830
United States
Phone: (334) 501-7200
Email: gnelson@auburnalabama.org

Inside Account Executive

John Kearney
290 Davidson Ave,
Somerset, NJ 08873
Phone: 732-564-8563
Fax: 732-564-8363
Email: John_Kearney@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Juniper Networks EX Series EX4650-48Y - Switch - L3 - managed - 48 x 1/10/25 Gigabit SFP28 + 8 x 40/100 Gigabit QSFP28 - front to back airflow - rack-mountable Juniper Networks - Part#: EX4650-48Y-AFO Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI	3	$15,074.41	$45,223.23
2	Juniper Networks Mist Wired Assurance - Subscription license (3 years) + Juniper Care Next Day Support Juniper Networks - Part#: SUB-EX48-1S-3Y-46N Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 7/14/2026 - 7/13/2029 **Note:** (3yr) Next Day SLA	3	$3,277.41	$9,832.23

Subtotal	$55,055.46
Total	$55,055.46

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Agenda Item Summary

Item No. 8 e 1

Council Meeting Date	August 4, 2026
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:

Barrett-Simpson, Inc.
Blake Rice
223 South 9th Street
Opelika, AL 36801

Description of item under consideration

Cherokee Road Final Plat (FP-2026-007). Resolution accepting public rights-of-way and public easements as shown on the plat: "Cherokee Road Subdivision, A Redivision of Parcel-A & Parcel-B of Shelton Woods Subdivision No. 2," located at the terminus of Cherokee Road.

At the July 7, 2026, meeting, the Council authorized the vacation of public right-of-way and easements (Resolution No. 26-181) for this property, anticipating the dedication of public right-of-way and easements to consolidate easements and infrastructure as well as resolve the right-of-way to where the public street now lies.

Why is Council action needed?

City Council action is necessary for acceptance of all easements and rights-of-way per Article III, Section G, of the City of Auburn Subdivision Regulations, which requires that acceptance of dedicated lands by the City Council must occur prior to the recording of the final plat.

Is this a budgeted item?: N/A

RESOLUTION NO. _____

WHEREAS, it is in the best interest of the City of Auburn to accept the public rights-of-way and public easements as shown on the plat: "Cherokee Road Subdivision, A Redivision of Parcel-A & Parcel-B of Shelton Woods Subdivision No. 2" (FP-2026-007), located at the terminus of Cherokee Road; and

WHEREAS, the owner of the said property, namely Broadview Properties, FLP, desires to dedicate the same.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Auburn, Alabama, as follows:

That the City of Auburn does hereby accept the public right-of-way and public easements as shown on the plat: "Cherokee Road Subdivision, A Redivision of Parcel-A & Parcel-B of Shelton Woods Subdivision No. 2" (FP-2026-007), located at the terminus of Cherokee Road.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 4th day of August 2026.

_____
Mayor

ATTEST:

_____
City Manager

NOTES

1. Survey North: Grid North based upon NAD83 State Plane Coordinates, Alabama East Zone, US FOOT, RTK GPS using the ALDOT CORS as reference.
2. Basis for Survey:
   -*Shelton Woods Subdivision No. 2*, Plat Book 7, Page 112, Probate Office, Lee County, Alabama.
   -Deed Book 2549, Page 566, Probate Office, Lee County, Alabama.
3. According to the FEMA FIA NFIP Flood Insurance Map (FIRM), Map No. 01081C0201H, effective January 17, 2025, the subject property is located:
   -Zone X (NO SCREEN) - Area of Minimal Flood Hazard
4. Any common areas shown on this plat shall be maintained by the Homeowners Association adopted and/or established with this plat.
5. Wetlands shown were located and shown on wetland delineation report by Wildland Services, LLC dated December 23, 2024.
6. This survey was made without the benefit of an attorney's title opinion of title commitment. The surveyor's search of public records was limited to those matters affecting the boundaries of the subject property only. There may be matters of record, such as conveyances, easements, rights-of-way, etc. that affect the title to the subject property which are not known to the surveyor and not disclosed by this survey.
7. There was no attempt in the field to determine the location of or the extent of possible encroachments beneath the surface.
8. This drawing becomes void if any alterations or changes are made by others.
9. This drawing may not be altered or added to without permission from BSI, INC.
10. The purpose of this plat is to subdivide 3.50 acres into 11 lots for residential development.
11. Current Property Owners: Broadview Properties FLP
    Address: 2100 Executive Park Opelika, AL 36801
12. Development Data:
    -Total Number of Lots: 11
    -Area of Largest Lot: Lot 10 - 0.82 Acres (35,772 Sq. Ft.)
    -Area of Smallest Lot: Lot 7 - 0.14 Acres (6,211 Sq. Ft.)
    -Total Acreage: 3.50 Acres (152,420 Sq. Ft.)

CITY OF AUBURN NOTES

13. No permanent structures may be constructed or placed on easements. Fences may be erected perpendicularly across the easement provided there is a minimum twelve (12) foot wide access gate installed. If the gate is to be locked there must be a City approved lock installed in conjunction with the owners lock. No canopy trees shall be planted within ten (10) feet of utilities.
14. By placing obstructions within or encroaching onto the easement, the property owner(s) does for itself, its successors, and assigns agree to indemnify, hold harmless and defend the City of Auburn, its officials, representatives, agents, servants and employees from and against all liability and loss which may be sustained as a result of claims, demands, costs or judgments arising out of the location of the obstruction within the easement including its reasonable costs in defending against any such claims and further agrees to release and discharge the City of Auburn from any damages to the obstruction arising from utility maintenance work within the easement or any damages to the obstruction resulting from its placement in the easement.
15. Lots 2 & 9 have potential sewer backflow issues due to the finish grade elevation being less than 12-inches above the nearest upstream sanitary sewer manhole rim elevation. These lots are required to have backflow prevention devices installed on the customer's sewer service line if the finished floor elevation is less than 12-inches above the nearest upstream sanitary sewer manhole rim elevation. The property owner, successors, and assigns for each lot of record as indicated shall be fully responsible for the maintenance and repair of the backflow prevention device and shall indemnify, hold harmless, and defend the City of Auburn for any backflows that occur due to improper maintenance, use or omittance of this device.
16. Placing any portion of an irrigation system within the easements or right of way, the property owner does for itself , its successors and assigns agrees to hold harmless and defend the City of Auburn, its officials, representatives, agents, servants, and employees from and against all liability and loss which may be sustained as a result of claims, demands, cost or judgments arising out of the location of the obstruction within the easements or right of way including its reasonable cost in defending against any such claims. The property owner further agrees to release and discharge the City of Auburn from any damages to the irrigation system arising from any work or maintenance work within the granted easement or right of way or any damages to the irrigations system resulting from its placement within the easement or right of way. Irrigation systems are limited to only laterals being placed within any easements or right-of-way.

DEDICATION

The State of Alabama
Lee County }

We, _____, as owners of the real property shown on this plat hereby join in the statement of Jeffrey S. Ham and certify that it is our purpose to subdivide lands so platted into lots as shown.

In witness whereof, I have here unto set my hand on this the ____ day of _____, 2026.

_____
Authorized Representative

ACKNOWLEDGEMENT

The State of Alabama
Lee County }

I,_____, a Notary Public, in and for said County in said State, hereby certify that _____, whose name as _____ of _____, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 2026.

_____
Notary Public:
My Commission Expires:

AUBURN CERTIFICATES

Approved by the Auburn City Planning Commission, Auburn, Alabama Planning

Director: _____ Date:_____

Approved by the Auburn City Engineer

Engineer: _____ Date:_____

Approved by the Auburn City Council, Auburn, Alabama

Mayor: _____ Date:_____

SURVEYOR CERTIFICATE

I, Jeffery S. Ham, hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

_____ _____
Jeffery S. Ham, PLS Date
Alabama License No. 21775

ROW

SS

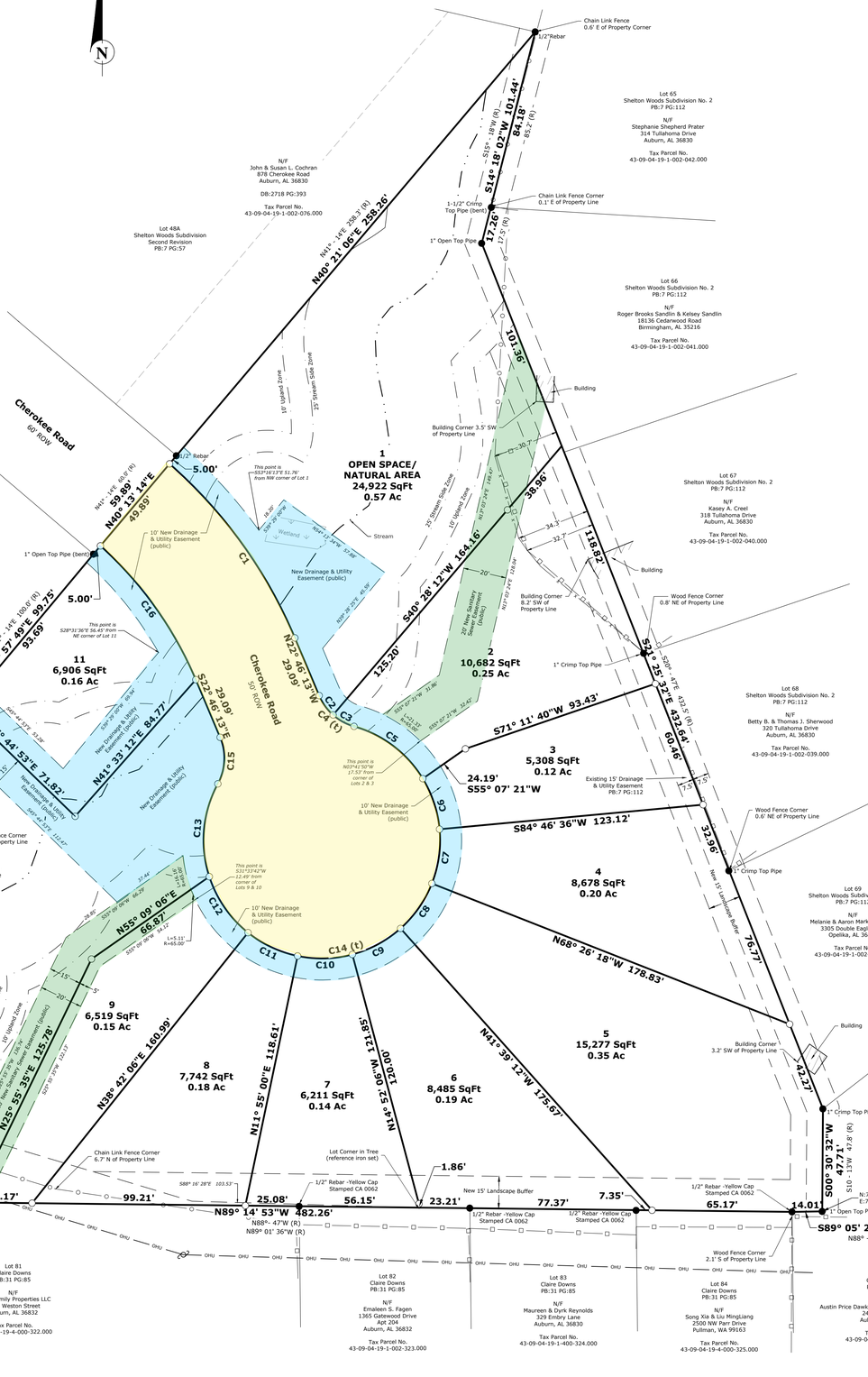
DUE

FINAL PLAT OF

CHEROKEE ROAD SUBDIVISION

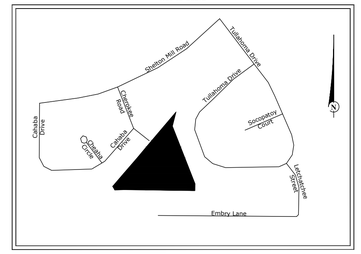
A REDIVISION OF PARCEL-A & PARCEL-B OF
SHELTON WOODS SUBDIVISION NO. 2

BEING A PART OF SECTION 19, TOWNSHIP 19 NORTH, RANGE 26 EAST,
AUBURN, LEE COUNTY, ALABAMA



VICINITY MAP

not to scale



Curve Table				
Curve #	Arc Length	Radius	Chord Bearing	Chord Distance
C1	100.60'	222.37'	N35° 39' 21"W	99.75'
C2	11.20'	25.00'	N35° 35' 59"W	11.10'
C3	11.20'	25.00'	N61° 15' 31"W	11.10'
C4 (t)	22.40'	25.00'	N48° 25' 45"W	21.65'
C5	41.11'	55.00'	N52° 40' 39"W	40.16'
C6	25.00'	55.00'	N18° 14' 42"W	24.79'
C7	25.71'	55.00'	N08° 10' 09"E	25.48'
C8	25.71'	55.00'	N34° 57' 15"E	25.48'
C10	25.71'	55.00'	N88° 31' 27"E	25.48'
C11	25.71'	55.00'	S64° 41' 27"E	25.48'
C12	32.10'	55.00'	S34° 34' 51"E	31.64'
C13	44.55'	55.00'	S05° 20' 32"W	43.34'
C14 (t)	245.60'	55.00'	N67° 13' 47"E	68.75'
C15	22.39'	25.00'	S02° 53' 19"W	21.65'
C16	77.05'	175.22'	S35° 23' 30"E	76.43'

LEGEND

- Iron Pin Found And Type
- ROW — Right-of-Way
- N/F — Now or Formerly
- DB: — Deed Book
- PB: — Plat Book
- PG: — Page
- (R) — Record Distance or Bearing
- Wire Fence
- Chain Link Fence
- Wooden Fence
- Overhead Utility Lines w/ Power Pole

Barscale 1" = 30'

BSI
ENGINEERING | SURVEYING
223 S. 9th Street, Opelika, Alabama 36801
334-745-7026

PROJECT NO:23-0101
FIELD BY: KSC/CAJ/WHP FIELD DATE: 06/03/2026
DRAWN BY: JSH DRAW DATE: 07/14/2026

Drawing Name: S:\S2023\23-0101 Broadview Properties - Cherokee Road\dwg\FINAL PLAT - Cherokee Road Subdivision - Auburn - CITY COMMENTS ADDRESSED - READY FOR SIGNATURES 7-24-26.dwg Last Modified: Jul 14, 2026 - 10:52am by jrham

Agenda Item Summary

Item No. 8 e 2

Council Meeting Date	August 4, 2026
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:

Dilworth Development, Inc.
2124 Moores Mill Road
Auburn, AL 36830

George E. Mann
3461 Lakeshore Drive
Opelika, AL 36804

Description of item under consideration

Resolution accepting public easements and public rights-of-way as shown on the plat: "Cole Place, Phase One" (FP-2026-012), located on Society Hill Road, east of Nash Creek Drive and directly north of the Mitchell Farms development (ADARE).

Why is Council action needed?

City Council action is necessary for acceptance of all easements and rights-of-way per Article III, Section G, of the City of Auburn Subdivision Regulations, which require that acceptance of dedicated lands by the City Council must occur prior to the recording of the final plat.

Is this a budgeted item?: N/A

RESOLUTION NO. _____

WHEREAS, it is in the best interest of the City of Auburn to accept the public rights-of-way and public easements as shown on the plat: "Cole Place, Phase One" (FP-2026-012), located on Society Hill Road, east of Nash Creek Drive and directly north of the Mitchell Farms development (ADARE).

WHEREAS, the owners of the said property, namely Dilworth Development, Inc., and George E. Mann, desire to dedicate the same.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Auburn, Alabama, as follows:

That the City of Auburn does hereby accept the public right-of-way and public easements as shown on the plat: "Cole Place, Phase One" (FP-2026-012), located on Society Hill Road, east of Nash Creek Drive and directly north of the Mitchell Farms development (ADARE).

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 4th day of August 2026.

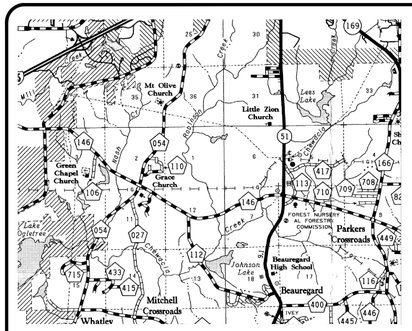
_____
Mayor

ATTEST:

_____
City Manager

FP-2026-012
Received: 7/8/26

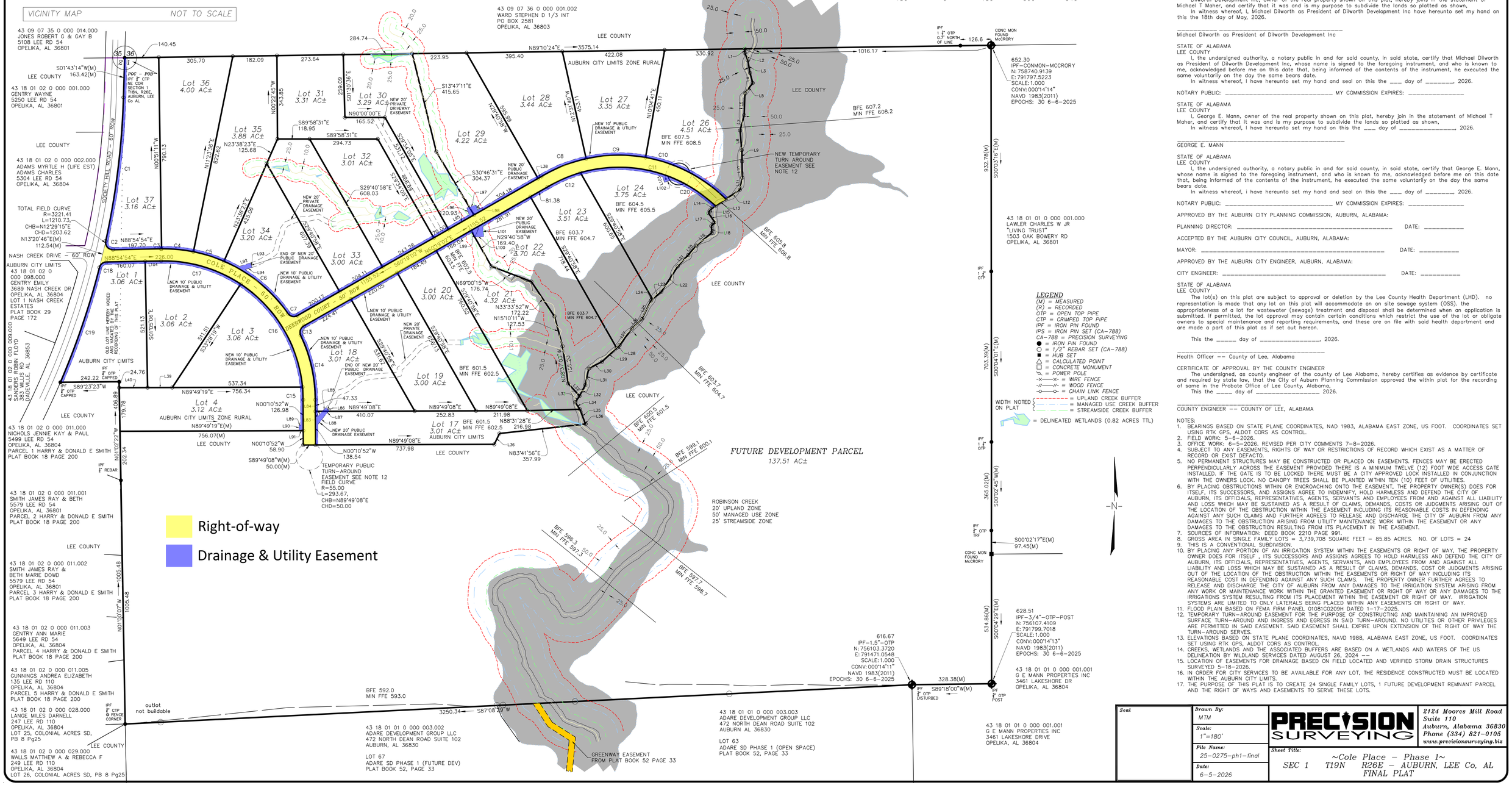
~Cole Place~
Phase One
SECTIONS 1 AND 2 T18N R26E
AUBURN LEE COUNTY ALABAMA



VICINITY MAP NOT TO SCALE

Line Table			Line Table			Line Table			Line Table			Line Table		
Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
L1	16.53	N00°04'40"E	L15	12.33	N20°30'45"E	L29	82.54	N46°51'44"E	L85	21.23	N46°59'14"E	L99	21.03	S03°13'54"E
L2	33.49	N21°46'12"W	L16	46.59	N34°16'02"W	L30	61.06	N63°32'04"E	L86	20.02	S45°46'26"E	L100	40.00	N86°46'06"E
L3	52.74	N09°51'50"W	L17	20.59	N47°11'59"E	L31	70.57	N12°01'28"E	L87	20.61	S46°59'14"W	L101	40.93	S03°13'54"E
L4	43.02	N15°38'10"W	L18	27.52	N04°57'05"W	L32	51.10	N27°22'43"E	L88	53.35	S37°54'34"W	L102	30.32	N71°57'42"E
L5	52.19	N38°38'52"E	L19	83.84	N50°01'44"E	L33	31.30	N35°20'04"E	L89	7.61	N89°49'08"E	L103	24.13	N18°02'18"W
L6	92.13	N01°57'08"E	L20	50.45	N41°00'55"E	L34	35.27	N34°05'03"W	L90	22.70	N00°10'52"W	L104	65.93	N88°54'54"E
L7	64.95	N15°03'53"E	L21	64.40	N42°48'24"E	L35	57.86	N20°39'22"W	L91	17.61	N89°49'19"E			
L8	85.96	N04°50'16"W	L22	124.29	N32°48'50"E	L36	7.20	N28°35'47"W	L92	47.57	N72°40'30"E			
L9	42.09	N01°18'19"W	L23	47.80	N49°38'13"E	L37	70.06	S41°58'55"E	L93	20.00	S18°40'36"E			
L10	67.23	N00°29'08"W	L24	7.72	N49°38'13"E	L38	16.58	N60°19'02"E	L94	29.56	N72°40'30"E			
L11	50.03	N10°47'01"E	L25	87.10	N26°28'49"E	L39	102.01	S89°49'19"W	L95	103.28	N60°19'02"E			
L12	69.92	N55°40'30"E	L26	54.78	N47°00'57"E	L40	116.99	S89°49'19"W	L96	30.29	N17°25'36"W			
L13	51.33	N57°28'36"E	L27	86.23	N36°14'20"E	L83	22.64	N00°10'52"W	L97	40.00	N72°34'24"E			
L14	30.42	N51°42'06"E	L28	16.94	N46°51'44"E	L84	29.42	N37°54'34"E	L98	21.61	N17°25'36"W			

Curve Table					Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Dist.	Curve #	Length	Radius	Chord Bearing	Chord Dist.
C1	597.360	3221.41	N07°01'58"E	596.50	C11	600.422	576.18	N76°11'21"W	573.62
C2	54.156	30.00	S39°22'12"E	47.10	C12	148.359	576.18	S66°34'53"W	147.95
C3	2.606	625.00	S89°02'04"W	2.61	C13	44.864	30.00	S17°28'30"W	40.80
C4	132.195	625.00	N84°47'12"W	131.95	C14	268.267	613.02	N13°04'55"W	266.13
C5	132.255	625.00	N72°39'55"W	132.01	C15	52.863	575.00	N02°48'54"W	52.84
C6	344.726	625.00	N50°48'08"W	340.37	C16	512.558	575.00	N30°59'08"W	495.76
C7	44.339	30.00	S77°20'31"E	40.41	C17	346.858	575.00	N73°48'13"W	341.62
C8	198.893	625.99	S68°23'08"W	198.06	C18	39.044	30.00	S51°37'51"W	36.35
C9	246.613	625.99	S88°46'26"W	245.02	C19	500.830	3221.41	N18°48'02"E	500.33
C10	379.545	625.99	N62°34'13"W	373.76	C20	208.328	566.19	N57°01'12"W	207.15


GRAPHIC SCALE 1"=180'
180' 0 180' 360' 540'
43 09 07 35 0 000 014.000
JONES ROBERT G & GAY B
5108 LEE RD 54
OPELIKA, AL 36801
43 18 01 02 0 000 001.000
GENTRY WAYNE
5250 LEE RD 54
OPELIKA, AL 36801
43 18 01 02 0 000 002.000
ADAMS MYRTLE H (LIFE EST)
ADAMS CHARLES
5304 LEE RD 54
OPELIKA, AL 36804
43 09 07 36 0 000 001.002
WARD STEPHEN D 1/3 INT
PO BOX 2581
OPELIKA, AL 36803
LEE COUNTY
AUBURN CITY LIMITS ZONE RURAL
N89°10'24"E 3575.14
1016.17
S01°43'14"W(M) 163.42(M)
POC – POB
IPF 3" CTP
NE COR SECTION 1 T18N, R26E, AUBURN, LEE Co AL
140.45
305.70
182.09
273.64
284.74
223.95
395.40
422.08
330.92
Lot 36 4.00 AC±
Lot 31 3.31 AC±
Lot 30 3.29 AC±
Lot 28 3.44 AC±
Lot 27 3.35 AC±
Lot 26 4.51 AC±
Lot 35 3.88 AC±
Lot 29 4.22 AC±
Lot 32 3.01 AC±
Lot 37 3.16 AC±
Lot 34 3.20 AC±
Lot 33 3.00 AC±
Lot 24 3.75 AC±
Lot 23 3.51 AC±
Lot 22 3.70 AC±
Lot 1 3.06 AC±
Lot 2 3.06 AC±
Lot 3 3.06 AC±
Lot 20 3.00 AC±
Lot 21 4.32 AC±
Lot 18 3.01 AC±
Lot 19 3.00 AC±
Lot 17 3.01 AC±
Lot 4 3.12 AC±
AUBURN CITY LIMITS ZONE RURAL
AUBURN CITY LIMITS
N89°49'19"E(M) 756.34
756.07(M)
S89°58'31"E 118.95
S89°58'31"E 294.73
N23°38'23"E 125.68
N00°22'45"W 343.85
S01°30'36"E 259.09
N90°00'00"E 165.52
S13°47'11"E 415.65
N29°40'58"W 593.09
N54°12'21"W 453.11
N10°04'47"E 450.11
N11°12'58"E 822.62
N00°51'11"W 790.13
S29°40'58"E 608.03
S29°40'58"E 351.12
S29°40'58"E 466.83
S29°40'58"E 600.05
S30°46'31"E 304.37
S29°40'58"E 718.44
S29°40'58"E 600.05
S29°40'58"E 243.28
S29°40'58"E 184.39
S29°40'58"E 600.05
S29°40'58"E 600.13
S29°40'58"E 600.05
S29°40'58"E 600.05
S29°40'58"E 600.05

Agenda Item Summary

Item No. 8 e 3

Council Meeting Date	August 4, 2026
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:

Flowers & White Engineering, LLC
P.O. Box 231286
Montgomery, AL 36123

Description of item under consideration

Resolution accepting public rights-of way and public easements, as shown on the final plat: "The Preserve, Phase 6C" (FP-2026-011), located on the northeastern side of West Farmville Road, south of Pear Tree Lane. The public sanitary sewer easement that extends to the south-east of The Preserve Phase 6C is connected to a future public sanitary sewer that will be platted with a subsequent Phase 6D of The Preserve.

Why is Council action needed?

City Council is necessary for acceptance of all easements and rights-of-way per Article III, Section G, of the City of Auburn Subdivision Regulations, which requires that acceptance of dedicated land by the City Council must occur prior to recording of the final plat.

Is this a budgeted item?: N/A

RESOLUTION NO. _____

WHEREAS, it is in the best interest of the City of Auburn to accept the public rights-of-way and public easements as shown on the plat: "The Preserve, Phase 6C" (FP-2026-011), located on the northeastern side of West Farmville Road, south of Pear Tree Lane; and

WHEREAS, the owner of the said property, namely 68V Preserve 2023, LLC, desires to dedicate the same.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Auburn, Alabama, as follows:

That the City of Auburn does hereby accept the public rights-of-way and public easements as shown on the plat: "The Preserve, Phase 6C" (FP-2026-011), located on the northeastern side of West Farmville Road, south of Pear Tree Lane.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 4th day of August 2026.

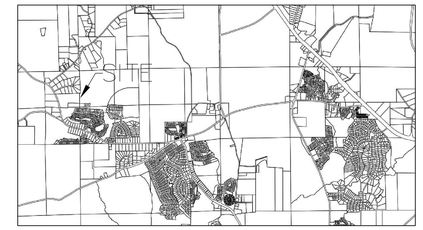
_____
Mayor

ATTEST:

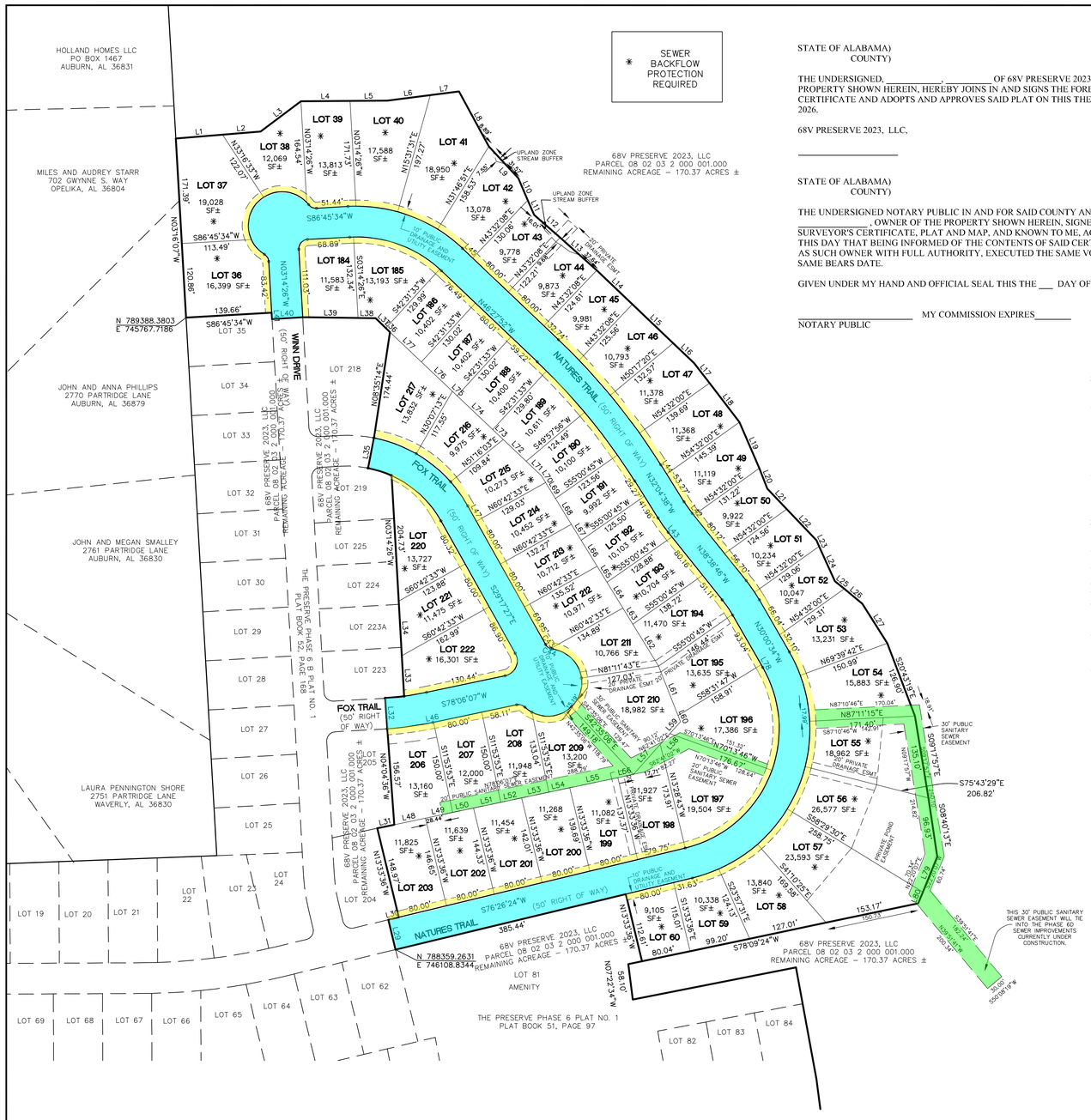
_____
City Manager

THE PRESERVE
PHASE PLAT 6 C

SAID LAND LYING IN THE NORTH HALF OF SECTION 3, THE SOUTHWEST QUARTER OF SECTION 3 AND THE EAST HALF OF SECTION 4, T–19–N, R–25–E, LEE COUNTY, ALABAMA.



VICINITY MAP


SEWER BACKFLOW PROTECTION REQUIRED
HOLLAND HOMES LLC
PO BOX 1467
AUBURN, AL 36831
MILES AND AUDREY STARR
702 GWYNNE S. WAY
OPELIKA, AL 36804
JOHN AND ANNA PHILLIPS
2770 PARTRIDGE LANE
AUBURN, AL 36879
JOHN AND MEGAN SMALLEY
2761 PARTRIDGE LANE
AUBURN, AL 36830
LAURA PENNINGTON SHORE
2751 PARTRIDGE LANE
WAVERLY, AL 36830
68V PRESERVE 2023, LLC
PARCEL 08 02 03 2 000 001.000
REMAINING ACREAGE – 170.37 ACRES ±
N 789388.3803
E 745767.7186
LOT 35
LOT 34
LOT 33
LOT 32
LOT 31
LOT 30
LOT 29
LOT 28
LOT 27
LOT 26
LOT 25
LOT 24
LOT 23
LOT 22
LOT 21
LOT 20
LOT 19
LOT 218
LOT 219
LOT 225
LOT 224
LOT 223A
LOT 223
LOT 204
LOT 63
LOT 62
LOT 64
LOT 65
LOT 66
LOT 67
LOT 68
LOT 69
LOT 81
AMENITY
LOT 82
LOT 83
LOT 84
WINN DRIVE
(50' R.O.W.)
FOX TRAIL
(50' RIGHT OF WAY)
NATURES TRAIL
(50' RIGHT OF WAY)
THE PRESERVE PHASE 6 B PLAT NO. 1
PLAT BOOK 52, PAGE 168
THE PRESERVE PHASE 6 PLAT NO. 1
PLAT BOOK 51, PAGE 97
LOT 36
16,399 SF±
LOT 37
19,028 SF±
LOT 38
12,069 SF±
LOT 39
LOT 40
13,813 SF±
17,588 SF±
LOT 41
18,950 SF±
LOT 42
13,078 SF±
LOT 43
9,778 SF±
LOT 44
9,873 SF±
LOT 45
9,981 SF±
LOT 46
10,793 SF±
LOT 47
11,378 SF±
LOT 48
11,368 SF±
LOT 49
11,119 SF±
LOT 50
9,922 SF±
LOT 51
10,234 SF±
LOT 52
10,047 SF±
LOT 53
13,231 SF±
LOT 54
15,883 SF±
LOT 55
18,962 SF±
LOT 56
26,577 SF±
LOT 57
23,593 SF±
LOT 58
13,840 SF±
LOT 59
10,336 SF±
LOT 60
9,105 SF±
LOT 184
11,583 SF±
LOT 185
13,193 SF±
LOT 186
10,402 SF±
LOT 187
10,402 SF±
LOT 188
10,400 SF±
LOT 189
10,611 SF±
LOT 190
10,100 SF±
LOT 191
9,992 SF±
LOT 192
10,103 SF±
LOT 193
10,704 SF±
LOT 194
11,470 SF±
LOT 195
13,635 SF±
LOT 196
17,386 SF±
LOT 197
19,504 SF±
LOT 198
11,927 SF±
LOT 199
11,082 SF±
LOT 200
13,200 SF±
LOT 201
11,268 SF±
LOT 202
11,454 SF±
LOT 203
11,825 SF±
LOT 204
11,639 SF±
LOT 205
12,000 SF±
LOT 206
13,160 SF±
LOT 207
11,948 SF±
LOT 208
13,574 SF±
LOT 209
13,200 SF±
LOT 210
18,982 SF±
LOT 211
10,766 SF±
LOT 212
10,971 SF±
LOT 213
10,712 SF±
LOT 214
10,452 SF±
LOT 215
10,273 SF±
LOT 216
9,975 SF±
LOT 217
13,832 SF±
LOT 218
LOT 219
LOT 220
13,727 SF±
LOT 221
11,475 SF±
LOT 222
16,301 SF±
68V PRESERVE 2023, LLC
PARCEL 08 02 03 2 000 001.000
REMAINING ACREAGE – 170.37 ACRES ±
68V PRESERVE 2023, LLC
PARCEL 08 02 03 2 000 001.000
REMAINING ACREAGE – 170.37 ACRES ±
68V PRESERVE 2023, LLC
PARCEL 08 02 03 2 000 001.000
REMAINING ACREAGE – 170.37 ACRES ±
68V PRESERVE 2023, LLC
PARCEL 08 02 03 2 000 001.000
REMAINING ACREAGE – 170.37 ACRES ±
N 788359.2631
E 746108.8344
S86°45'34"W
113.49'
N03°16'33"W
122.07'
N03°14'26"W
164.54'
N03°14'26"W
171.73'
N15°31'31"E
197.27'
N31°46'51"E
158.53'
7.58'
N43°32'08"E
150.00'
N43°32'08"E
122.21'
7.86'
N43°32'08"E
124.61'
N43°32'08"E
125.56'
N50°17'00"E
132.57'
N54°32'00"E
139.69'
N54°32'00"E
145.39'
N54°32'00"E
131.24'
N54°32'00"E
124.56'
N54°32'00"E
129.06'
N54°32'00"E
129.51'
N69°39'42"E
150.99'
S20°24'31"E
128.90'
S07°10'46"E
170.04'
N87°11'15"E
171.40'
S87°10'46"W
172.06'
N09°17'57"W
S20°31'57"E
S75°43'29"E
206.82'
S58°29'30"E
256.75'
S69°40'13"E
S41°10'28"E
169.58'
S25°37'31"E
127.01'
S78°09'24"W
153.17'
150.73'
S69°40'13"E
S20°31'57"E
N20°31'57"W
N69°39'42"W
S78°06'07"W
S76°26'24"W
385.44'
N08°35'14"E
174.44'
N05°07'13"E
117.55'
N51°16'03"E
109.84'
N60°42'33"E
132.27'
N60°42'33"E
135.52'
N60°42'33"E
134.89'
N81°11'43"E
127.03'
N70°13'46"W
176.67'
N70°13'46"W
N70°13'46"W
N43°32'08"E
N38°38'46"W
N38°38'46"W
N43°32'08"E
N43°32'08"E
N43°32'08"E

Agenda Item Summary

Item No. 8 e 4

Council Meeting Date	August 4, 2026
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:

The Mark of Auburn, LLC
315 Oconee Street
Athens, GA 30601

Description of item under consideration

Resolution accepting public easements as shown on the plat: "Revision of Lot 1, The Mark of Auburn Subdivision" (AS-2026-052), located between Toomer Street and Wright Street. At its October 21, 2025, meeting, the City Council voted to vacate public easements in which public infrastructure was being relocated or consolidated as part of the redevelopment of the parcel(s) to construct The Mark of Auburn as described in Resolution Number 25-241. As the public utilities have been relocated, the developer wishes to dedicate the new easements.

Why is Council action needed?

City Council action is necessary for acceptance of all easements and rights-of-way per Article III, Section G, of the City of Auburn Subdivision Regulations, which require that acceptance of dedicated lands by the City Council must occur prior to the recording of the final plat.

Is this a budgeted item?: N/A

RESOLUTION NO. _____

WHEREAS, it is in the best interest of the City of Auburn to accept the public easements as shown on the plat: "Revision of Lot 1, The Mark of Auburn Subdivision" (AS-2026-052), located between Toomer Street and Wright Street.

WHEREAS, the owner of the said property, namely The Mark at Auburn, LLC, desires to dedicate the same.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Auburn, Alabama, as follows:

That the City of Auburn does hereby accept the public easements as shown on the plat: "Revision of Lot 1, The Mark of Auburn Subdivision" (AS-2026-052), located between Toomer Street and Wright Street.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 4th day of August 2026.

_____
Mayor

ATTEST:

_____
City Manager

REVISION OF LOT 1, THE MARK OF AUBURN SUBDIVISION

AS-2026-052
Received: 7/16/2026

LEGEND

- IRON PIN FOUND
- IRON PIN OR NAIL SET
- EXISTING GAS LINE (SERVICE LINE)
- UGE — EXISTING UNDERGROUND ELECTRIC LINES
- OHE — EXISTING OVERHEAD ELECTRIC LINES
- EXISTING WATER LINE
- UGC — EXISTING UNDERGROUND COMMUNICATION LINES
- OHT — EXISTING OVERHEAD COMM./TELEPHONE LINES
- OHE&T — EXISTING OVERHEAD ELECTRC & COMM./TELEPHONE LINES
- EXISTING ELECTRICAL TRANSFORMER/ SWITCHBOX
- EXISTING ELECTRICAL MANHOLE
- EXISTING COMMUNICATION MANHOLE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER CLEANOUT
- EXISTING STORM DRAIN MANHOLE
- EXISTING STORM DRAIN GRATE
- EXISTING COMMUNICATIONS, FIBER, TV, OR TELEPHONE
- EXISTING FIBER OPTIC POST
- EXISTING PARKING METER
- AC — EXISTING AIR CONDITIONING UNIT
- EXISTING GAS METER
- EXISTING GAS VALVE
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING IRRIGATION BOX
- EXISTING SPIGOT
- EXISTING POST INDICATOR VALVE/ SIAMESE FIRE CONNECTION
- EXISTING GROUND LIGHT
- EXISTING LIGHTPOLE
- EXISTING POWER POLE AND GUY WIRE
- EXISTING SIGN
- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- CHAIN LINK FENCE
- WOOD PRIVACY FENCE

PROJECT LOCATION

VICINITY MAP
NOT TO SCALE

NOTES:

1. THIS PARCEL IS SUBJECT TO ANY EASEMENTS, RIGHT-OF-WAY, OR OTHER RESTRICTIONS OF RECORD THAT MAY EXIST.
2. BEARINGS AND ELEVATIONS BASED ON GPS RTK OBSERVATION USING AUBURN CORS. HORIZONTAL DATUM IS NAD 83 ALABAMA EAST ZONE STATE PLANE COORDINATE SYSTEM. VERTICAL DATUM IS NAVD 88.
3. NORTH IS BASED ON GRID NORTH.
4. THE SUBJECT PROPERTY'S ADDRESS IS 141 WRIGHT STREET, 134, 140, AND 150 TOOMER STREET, AUBURN, ALABAMA 36830.
5. FIELDWORK NOT COMPLETED AT THIS TIME. OFFICEWORK COMPLETED JULY 16, 2026.
6. A REQUEST FOR UNDERGROUND UTILITY WAS CALLED IN TO ALABAMA ONE CALL (811) SERVICE. ALL UNDERGROUND UTILITIES SHOWN WERE LOCATED AS PER TICKET REQUEST NO. 241982507 & 241982513, BEFORE DIGGING, PLEASE CONTACT 811 TO RE-VERIFY THE PRESENCE OF UTILITIES.
7. NO PERMANENT STRUCTURES MAY BE CONSTRUCTED OR PLACED ON EASEMENTS. FENCES MAY BE ERECTED PERPENDICULARY ACROSS THE EASEMENT PROVIDED THERE IS A MINIMUM 12' WIDE ACCESS GATE INSTALLED. IF THE GATE IS TO BE LOCKED, THERE MUST BE A CITY APPROVED LOCK INSTALLED IN CONJUNCTION WITH THE OWNER'S LOCK. NO CANOPY TREES SHALL BE PLANTED WITHIN TEN (10) FEET OF UTILITIES.
8. BY PLACING OBSTRUCTIONS WITHIN OR ENCROACHING ONTO THE EASEMENT, THE PROPERTY OWNER DOES FOR ITSELF, ITS SUCCESSORS AND ASSIGNS AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF AUBURN, ITS OFFICIALS, REPRESENTATIVES, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ALL LIABILITY AND LOSS WHICH MAY BE SUSTAINED AS A RESULT OF CLAIMS, DEMANDS, COSTS OR JUDGEMENTS ARISING OUT OF THE LOCATION OF THE OBSTRUCTION WITHIN THE EASEMENT INCLUDING ITS REASONABLE COSTS IN DEFENDING AGAINST ANY SUCH CLAIMS AND FURTHER AGREES TO RELEASE AND DISCHARGE THE CITY OF AUBURN FROM ANY DAMAGES TO THE OBSTRUCTION ARISING FROM UTILITY MAINTENANCE WORK WITHIN THE EASEMENT OR ANY DAMAGES TO THE OBSTRUCTION RESULTING FROM ITS PLACEMENT IN THE EASEMENT.
9. BY PLACING ANY PORTION OF AN IRRIGATION SYSTEM WITHIN THE EASEMENTS OR RIGHT OF WAY, THE PROPERTY OWNER DOES FOR ITSELF , ITS SUCCESSORS AND ASSIGNS AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF AUBURN, ITS OFFICIALS, REPRESENTATIVES, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ALL LIABILITY AND LOSS WHICH MAY BE SUSTAINED AS A RESULT OF CLAIMS, DEMANDS, COST OR JUDGMENTS ARISING OUT OF THE LOCATION OF THE OBSTRUCTION WITHIN THE EASEMENTS OR RIGHT OF WAY INCLUDING ITS REASONABLE COST IN DEFENDING AGAINST ANY SUCH CLAIMS – THE PROPERTY OWNER FURTHER AGREES TO RELEASE AND DISCHARGE THE CITY OF AUBURN FROM ANY DAMAGES TO THE IRRIGATION SYSTEM ARISING FROM ANY WORK OR MAINTENANCE WORK WITHIN THE GRANTED EASEMENT OR RIGHT OF WAY OR ANY DAMAGES TO THE IRRIGATIONS SYSTEM RESULTING FROM ITS PLACEMENT WITHIN THE EASEMENT OR RIGHT OF WAY.– IRRIGATION SYSTEMS ARE LIMITED TO ONLY LATERALS BEING PLACED WITHIN ANY EASEMENTS OR RIGHT OF WAY.
10. THE MARK SUBDIVISION IS COMPRISED OF LOT 2-A2-B, H.L. MCALISTER SUBDIVISION; LOT 1-A2, REVISION OF LOT 1-A AND 2-A, H.L. MCALISTER SUBDIVISION, 150 TOOMER STREET, AND 134 TOOMER STREET.
11. THE PURPOSE OF THIS PLAT IS DEDICATE A NEW DRAINAGE AND UTILITY EASEMENT AND A NEW SANITARY SEWER EASEMENT.
12. ACCORDING TO FEMA FIRM NO. 01081C0201H, EFFECTIVE DATE JANUARY 17, 2025, PANEL 201 OF 381, THE PARCEL LIES IN ZONE X, WHICH IS AN AREA OF MINIMAL FLOODING (AREAS OF 0.2% ANNUAL CHANCE FLOOD, AREAS OF 1% ANNUAL CHANCE FLOOD).
13. ALL CONNECTIONS FROM THE MARK DEVELOPMENT TO THE PUBLIC SANITARY SEWER MAIN ARE PRIVATE CONNECTIONS. MAINTENANCE OF THE PRIVATE CONNECTIONS ARE THE RESPONSIBILITY OF THE DEVELOPMENT.

Drainage & Utility Easement

Sanitary Sewer Easement

STATE OF ALABAMA
LEE COUNTY

I, ARTHUR R. NETTLES, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ALABAMA, HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF.

IN WITNESS WHEREOF, I HAVE HEREONTO SET MY HAND AND SEAL ON THIS THE _____ DAY OF _____, 2026.

_____
ARTHUR R. NETTLES, AL. P.L.S. REG. NO. 23346
NOT A CERTIFIED SURVEY UNLESS SIGNED AND STAMPED WITH MY SEAL

STATE OF ALABAMA
LEE COUNTY

I, W. CHRISTOPHER HART, AS AS AUTHORIZED SIGNATORY OF THE MARK AT AUBURN, LLC, AS OWNER OF THE REAL PROPERTY SHOWN ON THIS PLAT HEREBY JOINS IN THE STATEMENT OF ARTHUR R. NETTLES AND CERTIFY THAT IT IS MY PURPOSE TO SUBDIVIDE LANDS SO PLATTED INTO LOTS AS SHOWN.

IN WITNESS WHEREOF, I HAVE HEREONTO SET MY HAND ON THIS THE ___ DAY OF _____, _____.

_____
W. CHRISTOPHER HART, AUTHORIZED SIGNATORY
THE MARK AT AUBURN, LLC

STATE OF ALABAMA
LEE COUNTY

I, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT W. CHRISTOPHER HART, WHOSE NAME IS SIGNED TO THE FOREGOING INSTRUMENT AND WHOSE NAME IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DATE THAT, BEING INFORMED ON THE CONTENTS OF THE INSTRUMENT, HAS EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS THE ___ DAY OF _____, _____.

_____
NOTARY PUBLIC: MY COMMISSION EXPIRES:

CITY OF AUBURN, ALABAMA:

APPROVED BY THE AUBURN CITY PLANNING DEPARTMENT, AUBURN, ALABAMA:

PLANNING DIRECTOR:_____ DATE:_____

APPROVED BY THE AUBURN CITY ENGINEER:

CITY ENGINEER: _____ DATE:_____

APPROVED BY THE AUBURN CITY COUNCIL, AUBURN, ALABAMA:

MAYOR:_____ DATE:_____

N
W E
S

SCALE: 1"= 20'

20 10 0 20 40
SCALE IN FEET



ALABAMA
No. 23346
PROFESSIONAL LAND SURVEYOR
ARTHUR R. NETTLES
LICENSED

THIS DRAWING IS THE PROPERTY OF BASELINE SURVEYING & DESIGN, LLC. AND MAY NOT BE USED OR REPRODUCED IN ANY MANNER WITHOUT EXPRESSED CONSENT FROM BASELINE SURVEYING & DESIGN, LLC.

CREW CHIEF	DRAWN	JOB NO.
TTM	CSM	B85524.01

2004 Yarbrough Drive, Ste A
Opelika, Alabama 36801
Phone: (334) 748-9200
Website:BaselineAL.com
BASELINE
SURVEYING & DESIGN, LLC

REVISION OF LOT 1, THE MARK OF AUBURN SUBDIVISION
SEC. 30 T 19 N Rg 26 E
AUBURN LEE COUNTY ALABAMA
SCALE : 1"=20' JULY 16, 2026
ARTHUR R. NETTLES, AL. P.L.S. REG. NO. 23346
ALABAMA CERT. OF AUTH. CA. NO. 922
SHEET ONE OF TWO (NOT VALID WITHOUT BOTH SHEETS)

Agenda Item Summary

Item No. 8 e 5

Council Meeting Date	August 4, 2026
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:

Foresite Group, LLC.
2301 Ogletree Village Lane, Suite 200
Auburn, AL 36832

Description of item under consideration

Resolution accepting public rights-of-way and public easements, as shown on the plat: "The Orchard at Wrights Mill Final Plat" (FP-2026-013), located at 1640 Wrights Mill Road.

Why is Council action needed?

City Council action is necessary for acceptance of all easements and rights-of-way per Article III, Section G, of the City of Auburn Subdivision Regulations, which requires that acceptance of dedicated lands by the City Council must occur prior to the recording of the final plat.

Is this a budgeted item?: N/A

RESOLUTION NO. _____

WHEREAS, it is in the best interest of the City of Auburn to accept the public rights-of-way and public easements as shown on the plat: "The Orchard at Wrights Mill" (FP-2026-013), located at 1640 Wrights Mill Road.

WHEREAS, the owner of the said property, namely Michael V. Shannon, desires to dedicate the same.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Auburn, Alabama, as follows:

That the City of Auburn does hereby accept the public right-of-way and public easements as shown on the plat: "The Orchard at Wrights Mill" (FP-2026-013), located at 1640 Wrights Mill Road.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 4th day of August 2026.

_____
Mayor

ATTEST:

_____
City Manager

THE ORCHARD AT WRIGHTS MILL
FINAL PLAT

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	1502.90'	251.44'	251.15'	S 18°48'40" W
C2	1502.90'	191.77'	191.64'	S 27°15'34" W
C3	225.00'	37.10'	37.06'	N 35°36'57" E
C4	225.00'	49.57'	49.47'	N 46°39'05" E
C5	55.00'	9.95'	9.93'	N 58°08'58" E
C6	55.00'	67.38'	63.25'	S 81°34'40" E
C7	55.00'	54.68'	52.46'	S 17°59'50" E
C8	55.00'	98.12'	85.61'	S 61°35'33" W
C9	55.00'	15.15'	15.11'	N 59°24'29" W
C10	25.00'	33.03'	30.68'	N 89°21'37" W
C11	175.00'	66.90'	66.49'	S 41°50'35" W
C12	25.00'	39.27'	35.36'	S 14°06'29" E
C13	25.00'	22.39'	21.65'	S 84°46'02" E
C14	55.00'	23.31'	23.14'	N 81°42'54" E
C15	55.00'	25.95'	25.71'	S 72°37'54" E
C16	55.00'	25.95'	25.71'	S 45°35'25" E
C17	55.00'	11.32'	11.30'	S 26°10'26" E
C18	55.00'	83.46'	75.68'	S 23°11'52" W
C19	55.00'	14.92'	14.87'	S 74°26'25" W
C20	25.00'	22.39'	21.65'	S 56°33'03" W
C21	65.00'	43.08'	42.30'	S 88°33'42" W
C22	65.00'	10.52'	10.51'	S 77°05'22" E
C23	65.00'	10.52'	10.51'	N 41°07'37" W
C24	55.00'	11.59'	11.56'	S 53°04'25" E
C25	55.00'	11.59'	11.56'	S 65°08'34" E

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°17'04" W	20.93'
L2	N 00°34'59" W	3.84'
L3	N 58°36'19" W	30.88'
L4	S 76°02'58" E	45.16'
L5	S 76°02'58" E	21.60'
L6	S 59°57'27" W	83.59'
L7	N 30°02'33" W	15.00'
L8	N 59°57'27" E	68.05'
L9	S 30°10'59" W	22.12'
L10	S 52°19'15" E	9.60'
L11	S 37°40'45" W	128.40'
L12	S 32°27'10" W	64.28'
L13	N 59°06'29" W	6.77'
L14	S 59°04'30" E	3.01'
L15	N 30°53'31" E	413.03'
L16	N 30°53'31" E	11.01'
L17	N 30°53'31" W	11.01'
L18	N 30°53'31" E	158.57'
L19	S 00°22'51" W	53.16'
L20	N 59°06'29" W	9.00'
L21	S 30°53'31" W	10.00'
L22	S 30°53'31" W	198.66'
L23	S 59°06'29" E	9.00'
L24	S 30°53'31" W	181.54'
L25	S 01°13'21" E	21.63'
L26	N 30°53'31" E	39.82'
L27	S 59°04'30" E	11.50'
L28	N 30°53'31" E	121.98'
L29	N 30°53'31" E	76.00'
L30	N 30°53'31" E	154.50'
L31	S 30°53'31" W	192.43'

Drainage and Utility

Right-of-way

U.S. INTERSTATE 85 (300' R.O.W.)

CONC. R.O.W. MON FOUND

N 87°11'45" E 42.90'

CONC. R.O.W. MON FOUND

N 53°48'36" E 727.06' (TOTAL)

287.43'

146.20'

8.13'

N 10°02'58" W 102.79'

S 14°44'57" E 157.10'

S 75°57'02" W 149.96'

N 68°23'46" W 102.79'

15.0'

NEW 15' ACCESS EASEMENT

NEW PRIVATE DRAINAGE & UTILITY EASEMENT

HOG-WIRE FENCE

MAXWELL IPFD

N 54°59'25" E 171.76'

1" AXLE FOUND

N 51°58'00" E 113.08'

S 53°46'09" W 359.55'

CONC. R.O.W. MON FOUND

MAXWELL IPFD N: 755881.491 E: 767068.803

25' UNDISTURBED STREAM BUFFER

10' UPLAND ZONE BUFFER

10' UPLAND ZONE BUFFER EX. STREAM

25' UNDISTURBED STREAM BUFFER

SECTION 6 SECTION 5

43 18 03 06 0 000 075.000 DAY CECIL 1675 OLD WRIGHTS MILL RD AUBURN, AL 36830

LOT 23 NATURAL OPEN SPACE 58146.13 ± S.F. 1.3 ± AC.

LOT 24 NATURAL OPEN SPACE 29099.12 ± S.F. 0.7 ± AC.

LOT 11 13431.49 ± S.F. 0.3 ± AC.

LOT 10 12832.41 ± S.F. 0.3 ± AC. MIN. FFE: 624.00

LOT 9 14802.49 ± S.F. 0.3 ± AC. MIN. FFE: 623.00

LOT 13 13337.61 ± S.F. 0.3 ± AC.

LOT 12 10049.07 ± S.F. 0.2 ± AC.

LOT 14 11308.25 ± S.F. 0.3 ± AC.

LOT 15 11247.63 ± S.F. 0.3 ± AC.

LOT 16 11516.86 ± S.F. 0.3 ± AC.

LOT 17 11248.59 ± S.F. 0.3 ± AC. MIN. FFE: 610.00

L= 443.22' (TOTAL)
R= 1502.90' (TOTAL)
CH BEAR= S 22°27'59" W (TOTAL)
CH= 441.61' (TOTAL)

HONEYCRISP STREET (50' R.O.W.)

N 52°57'47" E 77.02' (TOTAL)

26.92'

50.10'

22.01'

70.00'

201.74' (TOTAL)

214.19' (TOTAL)

75.00'

LOT 22 DETENTION OPEN SPACE 5595.83 ± S.F. 0.1 ± AC.

CONC. R.O.W. MON FOUND (DISTURBED)

S 58°36'19" E 40.17'

CONC. R.O.W. MON FOUND (DISTURBED)

72.99'

LOT 8 13789.62 ± S.F. 0.3 ± AC. MIN. FFE: 623.00

LOT 7 12666.50 ± S.F. 0.3 ± AC.

LOT 6 12663.24 ± S.F. 0.3 ± AC.

LOT 5 14213.60 ± S.F. 0.3 ± AC.

NEW 10' PUBLIC DRAINAGE & UTILITY EASEMENT

FUJI STREET (50' R.O.W.)

N 59°06'29" W 1427.77'

N 59°06'29" W 1321.29'

85.00'

75.00'

60.00'

14.0'

10.0'

BASELINE IPFD

43.35'

6.65'

80.00'

S 30°55'30" W 1146.74' (TOTAL)

WRIGHTS MILL ROAD (120' R.O.W.)

BRIARWOOD AVENUE (50' R.O.W.)

TANGLEWOOD AVENUE (50' R.O.W.)

WETLAND FLAG (TYP.)

EX. STREAM TO REMAIN

EX. DELINEATED STREAM

FLAT IRON FOUND

1/2" OT IPFD (BENT)

N 81°17'11" W 180.86'

N 81°17'11" W 145.05'

N 00°28'07" W 162.22'

N 21°32'55" W 257.56' (TOTAL)

186.70'

70.86'

S 30°53'31" W 197.12' (TOTAL)

LOT 18 13619.16 ± S.F. 0.3 ± AC. MIN. FFE: 605.00

LOT 19 21810.16 ± S.F. 0.5 ± AC.

LOT 4 13123.86 ± S.F. 0.3 ± AC. MIN. FFE:602.00

LOT 21 NATURAL OPEN SPACE 27207.60 ± S.F. 0.6 ± AC.

LOT 2 13547.97 ± S.F. 0.3 ± AC. MIN. FFE: 592.00

LOT 3 13550.81 ± S.F. 0.3 ± AC. MIN. FFE: 593.00

LOT 1 13423.25 ± S.F. 0.3 ± AC. MIN. FFE: 592.00

LOT 20 NATURAL OPEN SPACE 27459.76 ± S.F. 0.6 ± AC.

PRIVATE SHARED DRIVEWAY

S 30°53'31" W 151.11' (TOTAL)

S 30°53'31" W 161.26'

S 30°53'31" W 189.67' (TOTAL)

S 30°53'31" W 70.00'

56.01'

25.0'

NEW 30' PUBLIC UTILITY EASEMENT

NEW PRIVATE ACCESS EASEMENT

NEW 15' ACCESS EASEMENT

15.0'

S 59°04'30" E 193.55'

S 59°04'30" E 191.47'

S 59°06'29" E 168.60'

S 59°06'29" E 161.58'

S 59°06'29" E 160.29'

S 59°06'29" E 159.39'

S 59°06'29" E 195.31'

S 59°06'29" E 168.60'

S 59°06'29" E 168.60'

S 59°06'29" E 168.60'

S 59°06'29" E 161.37' (TOTAL)

70.00'

70.01'

70.01'

87.31' 8.70'

140.01' (TOTAL)

S 30°10'59" W

S 36°11'27" E 137.06'

S 36°11'27" E 130.51'

43 18 03 06 0 000 077.000 BUTLER KENDRA FALANDRA PO BOX 385 AUBURN, AL 36831

43 18 03 06 0 000 078.000 BUTLER ANNIE PRISCILLA ARTHUR PO BOX 385 AUBURN, AL 36831

43 18 03 06 0 000 079.000 JOHNSON WILLIE DAN C/C BLACK KENNETH R 1726 WRIGHTS MILL RD AUBURN, AL 36830

43 18 03 06 0 000 080.000 BLACK KENNETH R "LIFE ESTATE" 1726 WRIGHTS MILL RD AUBURN, AL 36830

1/2" OT IPFD

1/2" OT IPFD (BENT)

3/4" CT IPFD N: 755029.531 E: 767181.351

1/2" OT IPFD

45.14'

S 30°39'54" W

N 00°22'51" E 184.30'

N 01°27'51" W 164.36'

252.37'

S 30°53'31" W 181.47'

S 30°53'31" W 170.00'

S 30°53'31" W 170.00'

S 30°53'31" W 170.00

Agenda Item Summary

Item No. 8 e 6

Council Meeting Date	August 4, 2026
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:

Goodwill Industries of the Southern Rivers, Inc.
2601 Cross Country Drive, Building A
Columbus, GA 31906

Description of item under consideration

Resolution accepting public utility easements as shown on the plat: “Goodwill Industries Subdivision” (AS-2026-054), located at 2040 South College Street.

Why is Council action needed?

City Council action is necessary for acceptance of all easements and rights-of-way per Article III, Section G, of the City of Auburn Subdivision Regulations, which require that acceptance of dedicated lands by the City Council must occur prior to the recording of the final plat.

Is this a budgeted item?: N/A

RESOLUTION NO. _____

WHEREAS, it is in the best interest of the City of Auburn to accept various public utility easements as shown on the plat: "Goodwill Industries Subdivision" (AS-2026-054), located at 2040 South College Street; and

WHEREAS, the owner of the said property, namely Goodwill Industries of the Southern Rivers, Inc., desires to dedicate the same.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Auburn, Alabama, as follows:

That the City of Auburn does hereby accept various public utility easements as shown on the plat: "Goodwill Industries Subdivision" (AS-2026-054), located at 2040 South College Street.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 4th day of August 2026.

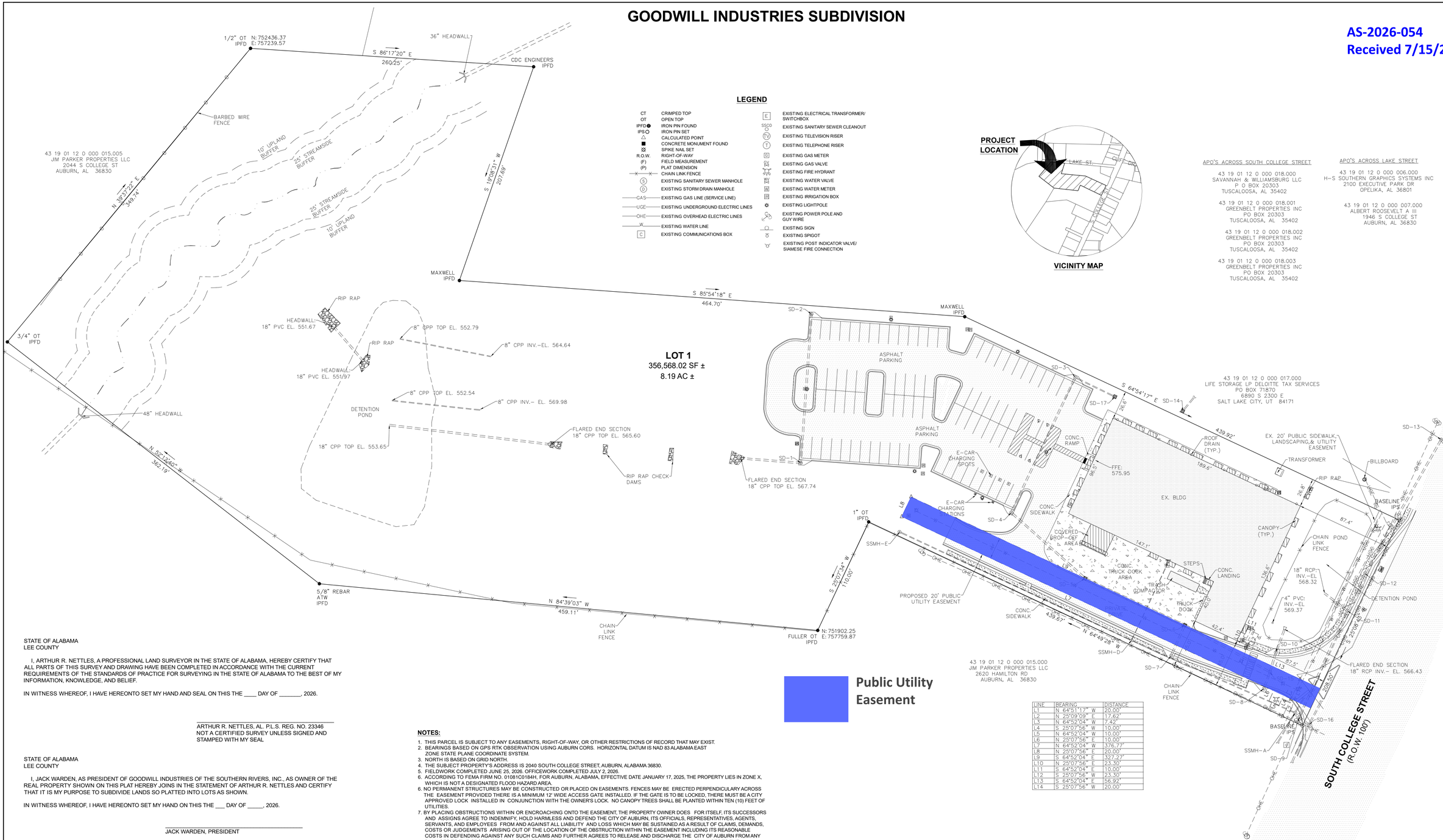
_____
Mayor

ATTEST:

_____
City Manager

GOODWILL INDUSTRIES SUBDIVISION

AS-2026-054
Received 7/15/2026



LEGEND

CT	CRIMPED TOP
OT	OPEN TOP
IPFC●	IRON PIN FOUND
IPS○	IRON PIN SET
△	CALCULATED POINT
■	CONCRETE MONUMENT FOUND
⊠	SPIKE NAIL SET
R.O.W.	RIGHT-OF-WAY
(F)	FIELD MEASUREMENT
(P)	PLAT DIMENSION
X X	CHAIN LINK FENCE
(S)	EXISTING SANITARY SEWER MANHOLE
(D)	EXISTING STORM DRAIN MANHOLE
GAS	EXISTING GAS LINE (SERVICE LINE)
UGE	EXISTING UNDERGROUND ELECTRIC LINES
OHE	EXISTING OVERHEAD ELECTRIC LINES
W	EXISTING WATER LINE
C	EXISTING COMMUNICATIONS BOX
E	EXISTING ELECTRICAL TRANSFORMER/ SWITCHBOX
SSCO	EXISTING SANITARY SEWER CLEANOUT
TV	EXISTING TELEVISION RISER
T	EXISTING TELEPHONE RISER
G	EXISTING GAS METER
	EXISTING GAS VALVE
	EXISTING FIRE HYDRANT
	EXISTING WATER VALVE
W	EXISTING WATER METER
IR	EXISTING IRRIGATION BOX
	EXISTING LIGHTPOLE
	EXISTING POWER POLE AND GUY WIRE
	EXISTING SIGN
	EXISTING SPIGOT
	EXISTING POST INDICATOR VALVE/ SIAMESE FIRE CONNECTION

PROJECT LOCATION

VICINITY MAP

APO'S ACROSS SOUTH COLLEGE STREET

43 19 01 12 0 000 018.000
SAVANNAH & WILLIAMSBURG LLC
P O BOX 20303
TUSCALOOSA, AL 35402

43 19 01 12 0 000 018.001
GREENBELT PROPERTIES INC
PO BOX 20303
TUSCALOOSA, AL 35402

43 19 01 12 0 000 018.002
GREENBELT PROPERTIES INC
PO BOX 20303
TUSCALOOSA, AL 35402

43 19 01 12 0 000 018.003
GREENBELT PROPERTIES INC
PO BOX 20303
TUSCALOOSA, AL 35402

APO'S ACROSS LAKE STREET

43 19 01 12 0 000 006.000
H-S SOUTHERN GRAPHICS SYSTEMS INC
2100 EXECUTIVE PARK DR
OPELIKA, AL 36801

43 19 01 12 0 000 007.000
ALBERT ROOSEVELT A III
1946 S COLLEGE ST
AUBURN, AL 36830

Public Utility Easement

LINE	BEARING	DISTANCE
L1	N 64°51'17" W	20.00'
L2	N 25°09'09" E	17.62'
L3	N 64°52'04" W	7.42'
L4	S 25°07'56" W	10.00'
L5	N 64°52'04" W	10.00'
L6	N 25°07'56" E	10.00'
L7	N 64°52'04" W	376.77'
L8	N 25°07'56" E	20.00'
L9	S 64°52'04" E	327.27'
L10	N 25°07'56" E	23.30'
L11	S 64°52'04" E	10.00'
L12	S 25°07'56" W	23.30'
L13	S 64°52'04" E	56.92'
L14	S 25°07'56" W	20.00'

STATE OF ALABAMA
LEE COUNTY

I, ARTHUR R. NETTLES, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ALABAMA, HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF.

IN WITNESS WHEREOF, I HAVE HEREONTO SET MY HAND AND SEAL ON THIS THE ____ DAY OF _____, 2026.

_____
ARTHUR R. NETTLES, AL. P.L.S. REG. NO. 23346
NOT A CERTIFIED SURVEY UNLESS SIGNED AND STAMPED WITH MY SEAL

STATE OF ALABAMA
LEE COUNTY

I, JACK WARDEN, AS PRESIDENT OF GOODWILL INDUSTRIES OF THE SOUTHERN RIVERS, INC., AS OWNER OF THE REAL PROPERTY SHOWN ON THIS PLAT HEREBY JOINS IN THE STATEMENT OF ARTHUR R. NETTLES AND CERTIFY THAT IT IS MY PURPOSE TO SUBDIVIDE LANDS SO PLATTED INTO LOTS AS SHOWN.

IN WITNESS WHEREOF, I HAVE HEREONTO SET MY HAND ON THIS THE ___ DAY OF _____, 2026.

_____
JACK WARDEN, PRESIDENT

GOODWILL INDUSTRIES OF THE SOUTHERN RIVERS, INC.

STATE OF ALABAMA
LEE COUNTY

I, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT JACK WARDEN AS PRESIDENT OF GOODWILL INDUSTRIES OF THE SOUTHERN RIVERS, INC., WHOSE NAME IS SIGNED TO THE FOREGOING INSTRUMENT AND WHOSE NAME IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DATE THAT, BEING INFORMED ON THE CONTENTS OF THE INSTRUMENT, HAS EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS THE ___ DAY OF _____, 2026.

_____
NOTARY PUBLIC: MY COMMISSION EXPIRES:

NOTES:

1. THIS PARCEL IS SUBJECT TO ANY EASEMENTS, RIGHT-OF-WAY, OR OTHER RESTRICTIONS OF RECORD THAT MAY EXIST.
2. BEARINGS BASED ON GPS RTK OBSERVATION USING AUBURN CORS. HORIZONTAL DATUM IS NAD 83 ALABAMA EAST ZONE STATE PLANE COORDINATE SYSTEM.
3. NORTH IS BASED ON GRID NORTH.
4. THE SUBJECT PROPERTY'S ADDRESS IS 2040 SOUTH COLLEGE STREET, AUBURN, ALABAMA 36830.
5. FIELDWORK COMPLETED JUNE 25, 2026. OFFICEWORK COMPLETED JULY 2, 2026.
6. ACCORDING TO FEMA FIRM NO. 01081C0184H, FOR AUBURN, ALABAMA, EFFECTIVE DATE JANUARY 17, 2025, THE PROPERTY LIES IN ZONE X, WHICH IS NOT A DESIGNATED FLOOD HAZARD AREA.
6. NO PERMANENT STRUCTURES MAY BE CONSTRUCTED OR PLACED ON EASEMENTS. FENCES MAY BE ERECTED PERPENDICULARY ACROSS THE EASEMENT PROVIDED THERE IS A MINIMUM 12' WIDE ACCESS GATE INSTALLED. IF THE GATE IS TO BE LOCKED, THERE MUST BE A CITY APPROVED LOCK INSTALLED IN CONJUNCTION WITH THE OWNER'S LOCK. NO CANOPY TREES SHALL BE PLANTED WITHIN TEN (10) FEET OF UTILITIES.
7. BY PLACING OBSTRUCTIONS WITHIN OR ENCROACHING ONTO THE EASEMENT, THE PROPERTY OWNER DOES FOR ITSELF, ITS SUCCESSORS AND ASSIGNS AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF AUBURN, ITS OFFICIALS, REPRESENTATIVES, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ALL LIABILITY AND LOSS WHICH MAY BE SUSTAINED AS A RESULT OF CLAIMS, DEMANDS, COSTS OR JUDGEMENTS ARISING OUT OF THE LOCATION OF THE OBSTRUCTION WITHIN THE EASEMENT INCLUDING ITS REASONABLE COSTS IN DEFENDING AGAINST ANY SUCH CLAIMS AND FURTHER AGREES TO RELEASE AND DISCHARGE THE CITY OF AUBURN FROM ANY DAMAGES TO THE OBSTRUCTION ARISING FROM UTILITY MAINTENANCE WORK WITHIN THE EASEMENT OR ANY DAMAGES TO THE OBSTRUCTION RESULTING FROM ITS PLACEMENT IN THE EASEMENT.
8. BY PLACING ANY PORTION OF AN IRRIGATION SYSTEM WITHIN THE EASEMENTS OR RIGHT OF WAY, THE PROPERTY OWNER DOES FOR ITSELF , ITS SUCCESSORS AND ASSIGNS AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF AUBURN, ITS OFFICIALS, REPRESENTATIVES, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ALL LIABILITY AND LOSS WHICH MAY BE SUSTAINED AS A RESULT OF CLAIMS, DEMANDS, COST OR JUDGMENTS ARISING OUT OF THE LOCATION OF THE OBSTRUCTION WITHIN THE EASEMENTS OR RIGHT OF WAY INCLUDING ITS REASONABLE COST IN DEFENDING AGAINST ANY SUCH CLAIMS.~ THE PROPERTY OWNER FURTHER AGREES TO RELEASE AND DISCHARGE THE CITY OF AUBURN FROM ANY DAMAGES TO THE IRRIGATION SYSTEM ARISING FROM ANY WORK OR MAINTENANCE WORK WITHIN THE GRANTED EASEMENT OR RIGHT OF WAY OR ANY DAMAGES TO THE IRRIGATIONS SYSTEM RESULTING FROM ITS PLACEMENT WITHIN THE EASEMENT OR RIGHT OF WAY.~ IRRIGATION SYSTEMS ARE LIMITED TO ONLY LATERALS BEING PLACED WITHIN ANY EASEMENTS OR RIGHT OF WAY.
9. THE PURPOSE OF THIS PLAT IS TO ADD A PUBLIC UTILITY EASEMENT.

APPROVED BY THE AUBURN CITY COUNCIL, AUBURN, ALABAMA:

MAYOR:_____ DATE:_____

APPROVED BY THE AUBURN CITY PLANNING DEPARTMENT, AUBURN, ALABAMA:

PLANNING DIRECTOR:_____ DATE:_____

APPROVED BY THE AUBURN CITY ENGINEER:

CITY ENGINEER: _____ DATE:_____

N
W E
S

SCALE: 1"= 40'

40 20 0 40 80
SCALE IN FEET

ALABAMA LICENSED No. 23346 PROFESSIONAL LAND SURVEYOR ARTHUR R. NETTLES

2004 Yarbrough Drive, Ste A
Opelika, Alabama 36801
Phone: (334) 748-9200
Web:www.baseline-llc.com
BASELINE
SURVEYING & DESIGN, LLC

GOODWILL INDUSTRIES SUBDIVISION
SEC. 12 T 18 N Rg 25 E
AUBURN LEE COUNTY ALABAMA
SCALE : 1"= 40' JULY 2, 2026
ARTHUR R. NETTLES, AL. P.L.S. REG. NO. 23346
ALABAMA CERT. OF AUTH. CA. NO. 922

JOB NO.	B95026.01
DRAWN	LAS
CREW CHIEF	TTM

THIS DRAWING IS THE PROPERTY OF BASELINE SURVEYING & DESIGN, LLC. AND MAY NOT BE USED OR REPRODUCED IN ANY MANNER WITHOUT THE EXPRESSED WRITTEN OR VERBAL PERMISSION FROM BASELINE SURVEYING & DESIGN, LLC.

Agenda Item Summary

Item No. 8 e 7

Council Meeting Date	August 4, 2026
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:

Morningview Properties, LLC
Jerry Kyser
2257 Taylor Road
Montgomery, AL 36117

Description of item under consideration

Resolution accepting public easement, as shown on the plat: "Redivision of Lot 3-A, Consolidation of Lots 3 and 4 Reese Subdivision-Final Plat" (AS-2026-056), located at 406 North Donahue Drive.

Why is Council action needed?

City Council action is necessary for acceptance of all easements and right-of-way per Article III, Section G, of the City of Auburn Subdivision Regulations, which requires that acceptance of dedicated lands by the City Council must occur prior to recording of the final plat.

Is this a budgeted item?: N/A

RESOLUTION NO. _____

WHEREAS, it is in the best interest of the City of Auburn to accept a public easement as shown on the plat: "Revision of Lot 3-A, Consolidation of Lots 3 and 4 Reese Subdivision" (AS-2026-056), located at 406 North Donahue Drive; and

WHEREAS, the owners of the said property, namely Morningview Properties, LLC, desire to dedicate the same.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Auburn, Alabama, as follows:

That the City of Auburn does hereby accept a public easement as shown on the plat: "Revision of Lot 3-A, Consolidation of Lots 3 and 4 Reese Subdivision" (AS-2026-056), located at 406 North Donahue Drive.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 4th day of August 2026.

_____
Mayor

ATTEST:

_____
City Manager

REVISION OF LOT 3-A, CONSOLIDATION OF LOTS 3 AND 4
REESE SUBDIVISION-FINAL PLAT

STATE OF ALABAMA
LEE COUNTY

I, ARTHUR R. NETTLES, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ALABAMA, HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF.

IN WITNESS WHEREOF, I HAVE HEREONTO SET MY HAND AND SEAL ON THIS THE 30TH DAY OF JUNE, 2026.

_____
ARTHUR R. NETTLES, AL. P.L.S. REG. NO. 23346
NOT A CERTIFIED SURVEY UNLESS SIGNED AND STAMPED WITH MY SEAL

STATE OF ALABAMA
LEE COUNTY

I, JERRY C. KYSER, AS MANAGER OF MORNINGVIEW PROPERTIES, LLC, AS OWNER OF THE REAL PROPERTY SHOWN ON THIS PLAT HEREBY JOINS IN THE STATEMENT OF ARTHUR R. NETTLES AND CERTIFY THAT IT IS MY PURPOSE TO SUBDIVIDE LANDS SO PLATTED INTO LOTS AS SHOWN.

IN WITNESS WHEREOF, I HAVE HEREONTO SET MY HAND ON THIS THE ___ DAY OF _____, 2026.

_____
JERRY C. KYSER, MANAGER
MORNINGVIEW PROPERTIES, LLC

STATE OF ALABAMA
LEE COUNTY

I, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT JERRY C. KYSER, WHOSE NAME IS SIGNED TO THE FOREGOING INSTRUMENT AND WHOSE NAME IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DATE THAT, BEING INFORMED ON THE CONTENTS OF THE INSTRUMENT, HAS EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS THE ___ DAY OF _____, 2026.

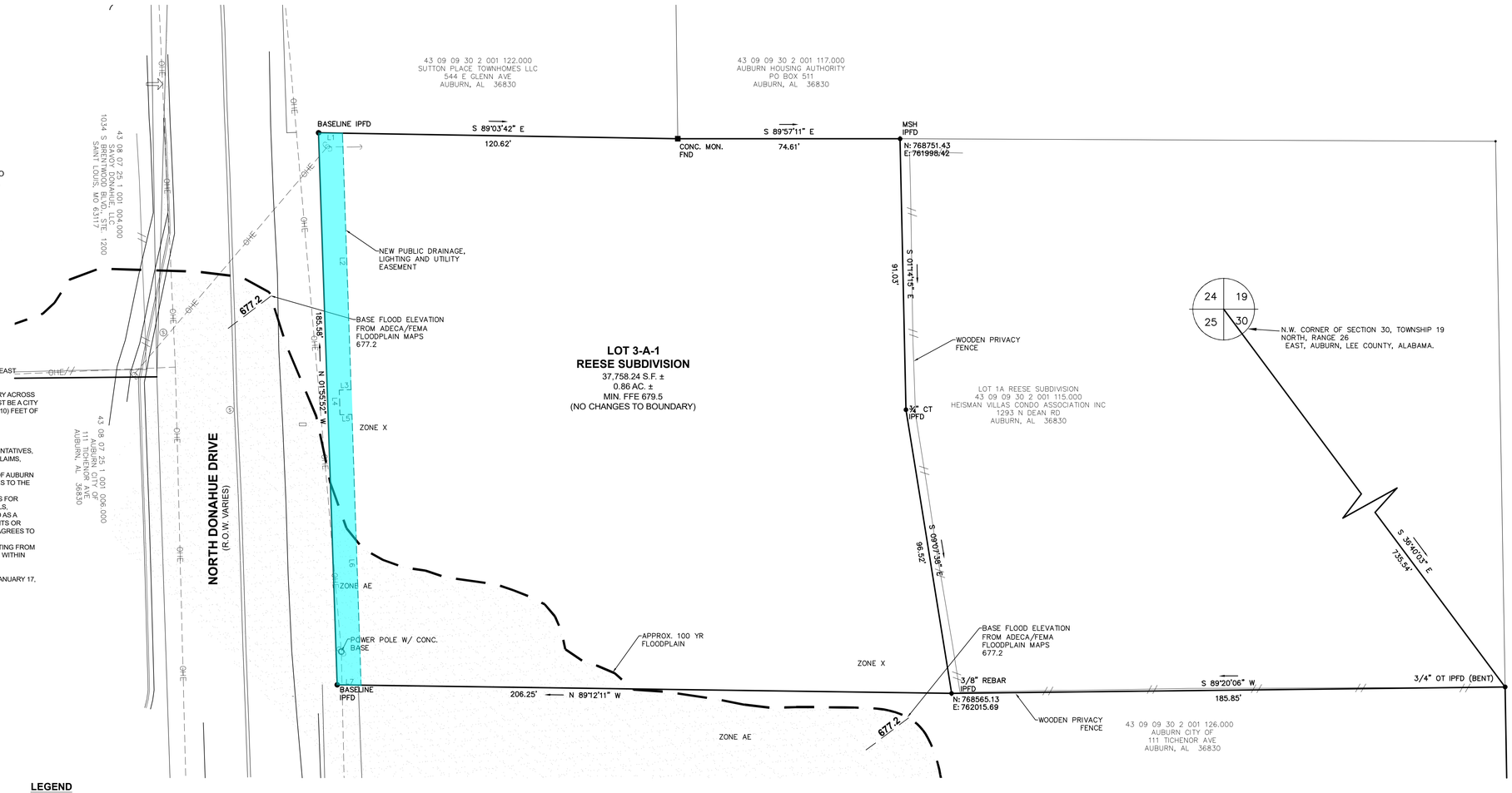
_____
NOTARY PUBLIC: MY COMMISSION EXPIRES:

NOTES:

1. THIS PARCEL IS SUBJECT TO ANY EASEMENTS, RIGHT-OF-WAY, OR OTHER RESTRICTIONS OF RECORD THAT MAY EXIST.
2. BEARINGS AND ELEVATIONS BASED ON GPS RTK OBSERVATION USING AUBURN CORS. HORIZONTAL DATUM IS NAD 83 ALABAMA EAST ZONE STATE PLANE COORDINATE SYSTEM. VERTICAL DATUM IS NAVD 88.
3. NORTH IS BASED ON NORTH GRID.
4. NO PERMANENT STRUCTURES MAY BE CONSTRUCTED OR PLACED ON EASEMENTS. FENCES MAY BE ERECTED PERPENDICULARY ACROSS THE EASEMENT PROVIDED THERE IS A MINIMUM 12' WIDE ACCESS GATE INSTALLED. IF THE GATE IS TO BE LOCKED, THERE MUST BE A CITY APPROVED LOCK INSTALLED IN CONJUNCTION WITH THE OWNER'S LOCK. NO CANOPY TREES SHALL BE PLANTED WITHIN TEN (10) FEET OF UTILITIES.
5. THE SUBJECT PROPERTY'S ADDRESS IS 406 N DONAHUE DRIVE, AUBURN, ALABAMA 36830.
6. FIELDWORK COMPLETED AUGUST 20, 2025. OFFICEWORK COMPLETED JUNE 30, 2026.
7. BY PLACING OBSTRUCTIONS WITHIN OR ENCROACHING ONTO THE EASEMENT, THE PROPERTY OWNER DOES FOR ITSELF, ITS SUCCESSORS AND ASSIGNS AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF AUBURN, ITS OFFICIALS, REPRESENTATIVES, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ALL LIABILITY AND LOSS WHICH MAY BE SUSTAINED AS A RESULT OF CLAIMS, DEMANDS, COSTS OR JUDGEMENTS ARISING OUT OF THE LOCATION OF THE OBSTRUCTION WITHIN THE EASEMENT INCLUDING ITS REASONABLE COSTS IN DEFENDING AGAINST ANY SUCH CLAIMS AND FURTHER AGREES TO RELEASE AND DISCHARGE THE CITY OF AUBURN FROM ANY DAMAGES TO THE OBSTRUCTION ARISING FROM UTILITY MAINTENANCE WORK WITHIN THE EASEMENT OR ANY DAMAGES TO THE OBSTRUCTION RESULTING FROM ITS PLACEMENT IN THE EASEMENT.
8. BY PLACING ANY PORTION OF AN IRRIGATION SYSTEM WITHIN THE EASEMENTS OR RIGHT OF WAY, THE PROPERTY OWNER DOES FOR ITSELF , ITS SUCCESSORS AND ASSIGNS AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF AUBURN, ITS OFFICIALS, REPRESENTATIVES, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ALL LIABILITY AND LOSS WHICH MAY BE SUSTAINED AS A RESULT OF CLAIMS, DEMANDS, COST OR JUDGMENTS ARISING OUT OF THE LOCATION OF THE OBSTRUCTION WITHIN THE EASEMENTS OR RIGHT OF WAY INCLUDING ITS REASONABLE COST IN DEFENDING AGAINST ANY SUCH CLAIMS.~ THE PROPERTY OWNER FURTHER AGREES TO RELEASE AND DISCHARGE THE CITY OF AUBURN FROM ANY DAMAGES TO THE IRRIGATION SYSTEM ARISING FROM ANY WORK OR MAINTENANCE WORK WITHIN THE GRANTED EASEMENT OR RIGHT OF WAY OR ANY DAMAGES TO THE IRRIGATIONS SYSTEM RESULTING FROM ITS PLACEMENT WITHIN THE EASEMENT OR RIGHT OF WAY.~ IRRIGATION SYSTEMS ARE LIMITED TO ONLY LATERALS BEING PLACED WITHIN ANY EASEMENTS OR RIGHT OF WAY.
9. THE PURPOSE OF THIS PLAT IS TO ADD A NEW DRAINAGE AND UTILITY EASEMENT TO AN EXISTING LOT.
10. ACCORDING TO FEMA FIRM MAP NO. 01081C0201H, PANEL 201 OF 381, FOR THE COUNTY OF LEE COUNTY, AL, EFFECTIVE DATE JANUARY 17, 2025, THE PROPERTY LIES IN ZONE AE & ZONE X .
11. SOURCE OF INFORMATION IS PLAT BOOK 53, AT PAGE 45.

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°03'42" E	8.01'
L2	S 01°55'52" E	86.23'
L3	S 88°04'08" W	4.00'
L4	S 01°55'52" E	8.32'
L5	N 88°04'08" E	4.00'
L6	S 01°55'52" E	91.01'
L7	N 89°12'11" W	8.01'



LEGEND

FULLER	PLASTIC CAP IN THE TOP OF 3/4" IRON PIN BEARING T. RICHARD FULLER INC.'S ALABAMA LAND SURVEYING CERTIFICATE OF AUTHORIZATION NUMBER CA-0004
BASELINE	PLASTIC CAP ON THE TOP OF 5/8" REBAR BEARING BASELINE SURVEYING & DESIGN, LLC'S ALABAMA LAND SURVEYING CERTIFICATE OF AUTHORIZATION NUMBER CA-922
PRECISION	PLASTIC CAP ON THE TOP OF 1/2" REBAR BEARING PRECISION SURVEYING, LLC'S ALABAMA LAND SURVEYING CERTIFICATE OF AUTHORIZATION NUMBER CA-0788
MSH	PLASTIC CAP ON THE TOP OF 1/2" REBAR BEARING MARK S. HAEUSSLER'S ALABAMA LAND SURVEYING REGISTRY NUMBER 23002
WHITE	PLASTIC CAP ON THE TOP OF 1/2" REBAR BEARING WALTER PRYOR WHITE'S ALABAMA LAND SURVEYING REGISTRY NUMBER 12504
ATW	PLASTIC CAP IN THE TOP OF 3/4" IRON PIN BEARING ALVA T. WEBB II'S ALABAMA LAND SURVEYING REGISTRY NUMBER 11516
CT	CRIMPED TOP
OT	OPEN TOP
IPFD●	IRON PIN FOUND
IPS○	IRON PIN SET
△	CALCULATED POINT
■	CONCRETE MONUMENT FOUND
⊠	SPIKE NAIL SET
R.O.W.	RIGHT-OF-WAY
(F)	FIELD MEASUREMENT
(P)	PLAT DIMENSION
	EXISTING GAS LINE (SERVICE LINE)
UGE	EXISTING UNDERGROUND ELECTRIC LINES
OHE	EXISTING OVERHEAD ELECTRIC LINES
	EXISTING WATER LINE
	EXISTING UNDERGROUND COMMUNICATION LINES

E	EXISTING ELECTRICAL TRANSFORMER/ SWITCHBOX
E	EXISTING ELECTRICAL MANHOLE
C	EXISTING COMMUNICATION MANHOLE
S	EXISTING SANITARY SEWER MANHOLE
SSCO	EXISTING SANITARY SEWER CLEANOUT
	EXISTING STORM DRAIN MANHOLE
	EXISTING STORM DRAIN GRATE
TV	EXISTING TELEVISION RISER
T	EXISTING TELEPHONE RISER
	EXISTING FIBER OPTIC POST
AC	EXISTING AIR CONDITIONING UNIT
	EXISTING COMMUNICATIONS BOX
G	EXISTING GAS METER
GV	EXISTING GAS VALVE
	EXISTING FIRE HYDRANT
	EXISTING WATER VALVE
	EXISTING WATER METER
	EXISTING IRRIGATION BOX
	EXISTING SPIGOT
	EXISTING POST INDICATOR VALVE/ SIAMESE FIRE CONNECTION
	EXISTING GROUND LIGHT
	EXISTING LIGHTPOLE
	EXISTING POWER POLE AND GUY WIRE
	EXISTING SIGN
	ASPHALT PAVEMENT
	CONCRETE PAVEMENT
	CHAIN LINK FENCE
	WOOD PRIVACY FENCE

CITY OF AUBURN, ALABAMA:

APPROVED BY THE AUBURN CITY PLANNING DEPARTMENT, AUBURN, ALABAMA:

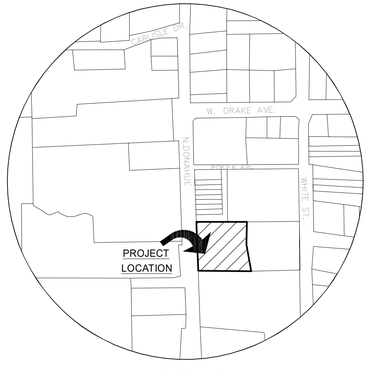
PLANNING DIRECTOR:_____ DATE:_____

APPROVED BY THE AUBURN CITY ENGINEER:

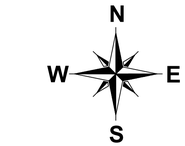
CITY ENGINEER: _____ DATE:_____

APPROVED BY THE AUBURN CITY COUNCIL, AUBURN, ALABAMA:

MAYOR:_____ DATE:_____



VICINITY MAP



SCALE: 1"= 20'

20 10 0 20 40
SCALE IN FEET

ALABAMA LICENSED No. 23346 PROFESSIONAL LAND SURVEYOR ARTHUR R. NETTLES

THIS DRAWING IS THE PROPERTY OF BASELINE SURVEYING & DESIGN, LLC. IT IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED AND IS NOT TO BE REPRODUCED IN WHOLE OR IN PART WITHOUT THE EXPRESSED CONSENT. EITHER WRITTEN OR VERBAL FROM BASELINE SURVEYING & DESIGN, LLC.

JOB NO.	B71425.02
DRAWN	ARN/LAS/CSM
CREW CHIEF	ARN/JMC

2004 Yarbrough Drive, Ste A
Opelika, Alabama 36801
Phone: 334-745-3400
Web:www.baseline-llc.com
BASELINE
SURVEYING & DESIGN, LLC

REVISION OF LOT 3-A, CONSOLIDATION OF LOTS 3 AND 4
LOTS 3 AND 4, REESE SUBDIVISION- FINAL PLAT
SEC. 25, 30 T 19 N Rg 25, 26 E
AUBURN LEE COUNTY ALABAMA
SCALE : 1"=20' JUNE 30, 2026
ARTHUR R. NETTLES, AL. P.L.S. REG. NO. 23346
ALABAMA CERT. OF AUTH. CA. NO. 922

Agenda Item Summary

Item No. 8 f

Council Meeting Date	August 4, 2026
Department	Office of the City Manager
Submitted By	Megan McGowen
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:

City of Auburn

Citizens of Auburn

Description of item under consideration

Resolution appointing individuals to serve as election officials for the Regular Municipal Election to be held August 25, 2026.

Why is Council action needed?

Section 11-46-27, Code of Alabama, as amended, requires that officials for the election be appointed not less than 15 days prior to the election.

Is this a budgeted item?: Yes

RESOLUTION NO. _____

Whereas, a Regular Municipal election has been called to be held on the 25th day of August 2026, and;

Whereas, Section 11-46-27 of the Code of Alabama, 1975, as amended, provides, in part, that the municipal governing body shall, not less than 15 days before the holding of a municipal election, appoint from the qualified electors of the municipality or ward the required officers to hold the election, and;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Auburn, Alabama, that the election officers for said election shall be as follows:

Ward No. 1
Boykin Community Center
400 Boykin Street

Chief Inspector	James Newton
Chief Clerk	Uyvonne Harris
Assistant Clerk	Dorothy Allen
Assistant Clerk	Inez Martin
Assistant Clerk	Gwenda Echols
Assistant Clerk	Randall Melius

Ward No. 2
Frank Brown Recreation Center
235 Opelika Road

Chief Inspector	Pamela Haney
Chief Clerk	Laura Chappelka
Assistant Clerk	David Dorton
Assistant Clerk	George Pais
Assistant Clerk	Gerda Zinner
Assistant Clerk	Mary Kling

Ward No. 3
Embrace Church
2142 N. College Street

Chief Inspector	Katherine Hardy
Chief Clerk	Michael Mann
Assistant Clerk	Deborah Reeves
Assistant Clerk	Kimberly Holman
Assistant Clerk	Shanna Brodbeck
Assistant Clerk	Patti Householder

Ward No. 4
Church of the Highlands
2001 E. Samford Avenue

Chief Inspector	Mary Abraham
Chief Clerk	Jennifer Stephens
Assistant Clerk	Donna Skipper
Assistant Clerk	Dan Berry
Assistant Clerk	Claire Bedford
Assistant Clerk	James Doyle

Ward No. 5
Dean Road Recreation Center
307 S. Dean Road

Chief Inspector	Carolyn Carr
Chief Clerk	Gabriele Darch
Assistant Clerk	Masha Kloberg
Assistant Clerk	Billy Pickens
Assistant Clerk	Corinne Unruh
Assistant Clerk	Barbara Ammonds
Assistant Clerk	Peter Livant
Assistant Clerk	Cecilia Champion
Assistant Clerk	Genelita Bocek

Ward No. 6
Parkway Baptist Church
766 E. University Drive

Chief Inspector	Donna Wynn
Chief Clerk	Tiffany Myrick
Assistant Clerk	Alisa Shivers
Assistant Clerk	Charles Shivers
Assistant Clerk	Sherrie Stanyard
Assistant Clerk	Rebecca Crawford

Ward No. 7
Lake Wilmore Park Recreation Center
2000 Grove Hill Road

Chief Inspector	Emmy Sorrrells
Chief Clerk	Mona Callahan
Assistant Clerk	Tracy Cline
Assistant Clerk	David Cline
Assistant Clerk	Nicole Carter
Assistant Clerk	Melody Russell

Ward No. 8
Wire Road Soccer Complex
2340 Wire Road

Chief Inspector	Katherine Burch
Chief Clerk	Robert Burch
Assistant Clerk	Susan Barnard
Assistant Clerk	Pamela Hill
Assistant Clerk	Catherine Kohl
Assistant Clerk	Catherine Larkin
Assistant Clerk	Dennis Miller
Assistant Clerk	Virginia Vedder
Assistant Clerk	Ed Simon

BE IT FURTHER RESOLVED that, in accordance with the provisions of Section 17-11-11 of the Code of Alabama, 1975, as amended, the following individuals be appointed **Absentee Election Officers** for said election:

City Hall
144 Tichenor Avenue

Manager	Kim White
Returning Officer	Janet Widell
Clerk	James Witte
Clerk	Robert Crittenden
Clerk	Alice Crittenden

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabaman, Alabama, this the 4th day of August 2026.

_____
Mayor

ATTEST:

_____
City Manager

Agenda Item Summary

Item No. 9 a

Council Meeting Date	August 4, 2026
Department	Finance
Submitted By	Allison Edge
Agenda Section	Ordinances

Name and address of person(s) or business(es) this item affects:

City of Auburn

The Frazer Lanier Company, Inc.
300 Water Street
Montgomery, AL 36104

Description of item under consideration

An ordinance authorizing the issuance of the City's $241,840,000 General Obligation Warrants, Series 2026, for public school purposes within the City.

The ordinance was prepared by the City's bond counsel, Bradley Arant Boult & Cummings of Birmingham, Alabama.

Why is Council action needed?

City Council action is required to pass an ordinance. Section 2-4 of the City Code and Section 11-43A-24 of the Code of Alabama require unanimous consent of the City Council to pass an ordinance at the same meeting at which it is introduced.

Is this a budgeted item?: Yes

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

FROM: Allison D. Edge, Finance Director/Treasurer

DATE: July 27, 2026

SUBJECT: Debt Issuance – Series 2026 General Obligation Warrants

As discussed during the joint City Council and School Board meeting on August 1, 2024, Auburn City Schools proceeded with plans to construct a second high school. Construction is in process with an expected opening date in the fall of 2028. In preparation for tax-exempt debt and in accordance with requirements of the Internal Revenue Code of 1986, as amended, and Treasury Regulations Section 1.150-2(e) promulgated thereunder, reimbursement resolutions 25-025 and 26-106 were approved by the Council on February 4, 2025, and May 5, 2026, respectively. These resolutions allowed for site preparation and construction to begin before the debt was issued. On June 16, 2026, the Council approved resolution 26-131 authorizing the Mayor or City Manager to sign a bond purchase agreement to be executed on the date of the sale of the 2026 General Obligation Warrants, subject to ratification at the time the Council considers an ordinance authorizing the issuance. In addition, based on best practices for debt management and the City's debt management policy, I recommended that the City partially refinance (refund) certain principal maturities of the 2015 General Obligation School Bonds.

Based on these plans and actions and after appropriate credit rating activities, Finance Department staff worked with the City's bond underwriter, The Frazer Lanier Company, Inc., to access the bond market at the time best suited for the City. The sale took place on Wednesday, July 22, 2026. The sale was successful and the final all-in true interest cost for the issue is 4.52%. The refunding component of the issue resulted in savings of approximately $2.4 million.

An ordinance authorizing the issuance of the City's $241,840,000 General Obligation Warrants, Series 2026 will be presented to the Council at the August 4, 2026, meeting. This ordinance was prepared by Rod Kanter of Bradley Arant Boult Cummings, LLP, the City's bond attorney.

Please let me know if you have any questions.

ORDINANCE NO. _____

AN ORDINANCE TO PROVIDE FOR THE ISSUANCE BY THE CITY OF AUBURN, ALABAMA, OF ITS $241,840,000 AGGREGATE PRINCIPAL AMOUNT GENERAL OBLIGATION WARRANTS, SERIES 2026

BE IT ORDAINED by the Mayor and City Council of the City of Auburn in the State of Alabama as follows:

Section 1. Definitions and Use of Phrases.

(a) **Definitions**. The following words and phrases and others evidently intended as the equivalent thereof shall, in the absence of clear implication herein otherwise, be given the following respective interpretations as used herein:

"Authorized Denominations" means the sum of $5,000 or any integral multiple thereof.

"Bank" means Regions Bank, Birmingham, Alabama, in its capacity as registrar, transfer agent and paying agent with respect to the Series 2026 Warrants, and includes any successor Bank appointed pursuant to Section 20 hereof.

"**Callable Series 2026 Warrants**" means those of the Series 2026 Warrants having stated maturities on June 1, 2037, and thereafter.

"City" means the municipal corporation of Auburn in the State of Alabama and includes its successors and assigns and any municipal corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party.

"City Manager" means the city manager of the City.

"Code" means the Internal Revenue Code of 1986, as amended, or any successor Code thereto.

"Council" means the governing body of the City as from time to time constituted.

"Eligible Investments" means (a) United States Securities, (b) Eligible Securities, and (c) any money market fund invested solely in United States Securities.

"Eligible Securities" means an interest-bearing certificate of deposit issued by the Bank or any bank, savings and loan association or trust company organized under the laws of the United States of America or any state thereof that is (to the extent not insured by the Federal Deposit Insurance Corporation) collaterally secured by a pledge of United States Securities (a) having at any date of calculation a market value (taking account of any accrued interest thereon) not less than the principal of and the accrued interest on the certificates of deposit secured thereby, (b) deposited and pledged with any Federal Reserve Bank or with any bank or trust company organized under the laws of the United States or any state thereof, and having combined capital and surplus and undivided profits of not less than $100,000,000, and (c) for which a receipt signed by the bank or trust company having custody of such collateral securities and containing a sufficient description thereof has been furnished to the Bank.

"Escrow Trust Agreement" means that certain escrow trust agreement between the City and Regions Bank, as escrow trustee, authorized for execution and delivery in Section 24 hereof.

"Herein," "hereby," "hereunder," "hereof," and other equivalent words refer to this Ordinance as an entirety and not solely to the particular portion hereof in which any such word is used.

"Holder" means the person in whose name a Series 2026 Warrant is registered on the registry books of the Bank pertaining to the Series 2026 Warrants.

"Interest Payment Date" means December 1, 2026, and each June 1 and December 1 thereafter.

"Mayor" means the mayor of the City.

"Overdue Interest" means interest due but not paid on the interest payment date on which such interest is required to be paid.

"Overdue Interest Payment Date" means the date fixed by the Bank, pursuant to the provisions of Section 15 hereof, for the payment of Overdue Interest on the Series 2026 Warrants.

"Record Date" means the fifteenth (15th) calendar day of the month next preceding an Interest Payment Date.

"Redemption Date" means the date fixed for redemption of any of the Callable Series 2026 Warrants pursuant to the provisions of Section 4 hereof.

"Redemption Price" means the price at which the Callable Series 2026 Warrants may be redeemed.

"**Refunded Bonds"** means those of the Series 2015 Bonds scheduled to mature or subject to mandatory redemption on May 1 in the years 2027 through 2040, inclusive, as follows:

Maturity (May 1)	Principal Amount	Interest Rate
2027	$2,620,000	5.000%
2028	2,705,000	5.000
2029	2,795,000	5.000
2030	2,890,000	3.250
2031	2,995,000	3.375
2032	3,105,000	3.500
2033	3,220,000	5.000
2034	3,345,000	5.000
2035	3,475,000	5.000
2040	9,960,000	4.000*
2040	3,000,000	5.250

* With respect to the Series 2015 Bonds maturing on May 1, 2040, and bearing an interest rate of 4.000% (the "4.000% 2040 Term Bonds"), only a portion of such 4.000% 2040 Term Bonds shall be refunded, which portion shall include $3,320,000 subject to mandatory redemption on May 1, 2036, $3,320,000 subject to mandatory redemption on May 1, 2037, and $3,320,000 subject to mandatory redemption on May 1, 2038. The following portion of the 4.000% 2040 Term Bonds shall not be refunded: $3,320,000 subject to mandatory redemption on May 1, 2039, and $3,315,000 subject to mandatory redemption on May 1, 2040.

"Resolution" and **"Ordinance"** mean, respectively, a resolution or ordinance adopted by the Council.

"Series 2015 Bonds" means the City's $78,145,000 initial aggregate principal amount General Obligation Bonds, Series 2015, dated June 23, 2015.

"**Series 2026 Warrants"** means the City's $241,840,000 General Obligation Warrants, Series 2026, dated their date of initial delivery.

"Underwriter" means The Frazer Lanier Company, Incorporated, as underwriter for the Series 2026 Warrants.

"United States Securities" means any securities that are direct obligations of the United States of America.

"Warrant Fund" means the special fund of the City created in Section 6(a) hereof.

"**2026 Capital Improvements**" means certain public school capital improvements and assets within the City including, without limitation, (i) site and related infrastructure improvements for a new public junior high school in the City, (ii) new public school buildings, athletic facilities and other public school improvements for a new public high school and a new public junior high school in the City, and (iii) land and various other public capital improvements, infrastructure improvements, equipment, and assets for and related to public schools within the City.

(b) **Use of Phrases**. The definitions set forth in Section 1(a) hereof shall be deemed applicable whether the words defined are herein used in the singular or the plural.

Wherever used herein any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

Section 2. Findings. The Council has ascertained and does hereby find and declare as follows:

(a) it is necessary, desirable and in the public interest that various public school capital improvements be made within the City more particularly described herein as the "2026 Capital Improvements";

(b) the City has heretofore issued the Series 2015 Bonds, and due to the currently favorable interest rate environment, it is necessary, desirable and in the public interest that the City redeem and retire those of the Series 2015 Bonds described above as the "Refunded Bonds"; and

(c) in order to provide the funds necessary to pay the costs of the 2026 Capital Improvements, the costs of refunding the Refunded Bonds, and the costs of issuing the Series 2026 Warrants, the City is herein authorized to issue and deliver the Series 2026 Warrants.

Section 3. Authorization of the Series 2026 Warrants. (a) **Principal Amount, Maturities and Interest Rates**. Pursuant to the applicable provisions of the constitution and laws of Alabama, including without limitation Section 11-47-2 and Section 11-81-4 of the Code of Alabama 1975, as amended (the "Alabama Code"), and for the purposes hereinabove stated, there are hereby authorized to be issued the Series 2026 Warrants. The Series 2026 Warrants shall be issued as fully registered warrants without coupons, shall be dated the date of their delivery, shall mature and become payable on June 1 in the years and in the amounts and shall bear interest at the per annum rates of interest as follows:

Maturity Date (June 1)	Principal Amount	Interest Rate
2027	$7,690,000	5.000%
2028	5,640,000	5.000
2029	5,880,000	5.000
2030	6,130,000	5.000
2031	6,445,000	5.000
2032	6,775,000	5.000
2033	7,120,000	5.000
2034	7,440,000	5.000
2035	7,775,000	5.000
2036	8,130,000	5.000
2037	8,540,000	5.000
2038	8,955,000	5.000
2039	6,085,000	5.000
2040	6,520,000	5.000
2041	6,045,000	5.000
2042	6,345,000	5.000
2043	6,665,000	5.000
2044	6,995,000	5.000
2045	7,345,000	5.000
2046	7,715,000	5.000
2051	8,950,000	4.500
2051	35,720,000	5.000
2056	15,720,000	4.625
2056	41,215,000	5.250

The Series 2026 Warrants shall be initially issued in the Authorized Denominations and registered in the names of the Holders as shall, pursuant to the provisions of Section 29 hereof, be designated by the purchasers thereof from the City.

(b) **Place and Manner of Payment**. The principal of and the premium, if any, on the Series 2026 Warrants shall be payable at the principal corporate trust office of the Bank in the City of Birmingham, Alabama, upon presentation and

surrender of the Series 2026 Warrants as the same become due and payable. Except as provided in Section 15 hereof, with respect to each Interest Payment Date interest on the Series 2026 Warrants shall be payable by check or draft mailed by the Bank to the registered Holders of the Series 2026 Warrants at the addresses shown on the registry books of the Bank pertaining to the Series 2026 Warrants as of the close of business on the Record Date next preceding such Interest Payment Date. Payment of such interest shall be deemed to have been timely made if such check or draft is mailed by the Bank on the due date of such interest (or, if such due date is not a business day, on the next business day immediately following such due date). The Bank shall cause all payments of the principal of and the interest and premium, if any, on the Series 2026 Warrants to be accompanied by CUSIP numbers with appropriate dollar amounts for each CUSIP number.

(c) **Computation of Interest and Interest Payment Dates**. The Series 2026 Warrants shall bear interest from their date until their respective maturities at the per annum rates of interest set forth in subsection (a) above (computed on the basis of a 360-day year of twelve consecutive 30-day months). Such interest shall be payable semiannually on each June 1 and December 1, commencing December 1, 2026, until and at the maturity of the Series 2026 Warrants. The Series 2026 Warrants shall bear interest after their respective maturities at the per annum rates of interest set forth in subsection (a) above until paid.

Section 4. Redemption Provisions. (a) **Optional Redemption**. Those of the Series 2026 Warrants having stated maturities or subject to mandatory redemption on June 1, 2037, and thereafter, will be subject to optional redemption and payment prior to maturity, at the option of the City, as a whole or in part, on June 1, 2036, and on any date thereafter, at and for a redemption price equal to the par or face amount of each such Series 2026 Warrant redeemed, plus accrued interest thereon to the date fixed for redemption.

(b) **Mandatory Redemption**. (i) Those of the Series 2026 Warrants maturing on June 1, 2051, and bearing interest at the rate of 4.500% (the "4.500% 2051 Term Warrants") shall be subject to redemption and prepayment prior to their maturity on June 1 in the following years and in the following aggregate principal amounts at and for a redemption price equal to the principal amount thereof plus accrued interest thereon to the redemption date:

Year	Amount Required to be Redeemed
2047	$1,610,000
2048	1,695,000
2049	1,790,000
2050	1,875,000
2051 (maturity)	1,980,000

(ii) Those of the Series 2026 Warrants maturing on June 1, 2051, and bearing interest at the rate of 5.000% (the "5.000% 2051 Term Warrants") shall be subject to redemption and prepayment prior to their maturity on June 1 in the following years and in the following aggregate principal amounts at and for a redemption price equal to the principal amount thereof plus accrued interest thereon to the redemption date:

Year	Amount Required to be Redeemed
2047	$6,490,000
2048	6,800,000
2049	7,125,000
2050	7,475,000
2051 (maturity)	7,830,000

(iii) Those of the Series 2026 Warrants maturing on June 1, 2056, and bearing interest at the rate of 4.625% (the "4.625% 2056 Term Warrants") shall be subject to redemption and prepayment prior to their maturity on June 1 in the following years and in the following aggregate principal amounts at and for a redemption price equal to the principal amount thereof plus accrued interest thereon to the redemption date:

Year	Amount Required to be Redeemed
2052	$2,875,000
2053	3,000,000
2054	3,130,000
2055	3,280,000
2056 (maturity)	3,435,000

(iv) Those of the Series 2026 Warrants maturing on June 1, 2056, and bearing interest at the rate of 5.250% (the "5.250% 2056 Term Warrants" and, together with the 4.500% 2051 Term Warrants, the 5.000% 2051 Term Warrants and the 4.625% 2056 Term Warrants, the "Term Warrants") shall be subject to redemption and prepayment prior to their maturity on June 1 in the following years and in the following aggregate principal amounts at and for a redemption price equal to the principal amount thereof plus accrued interest thereon to the redemption date:

Year	Amount Required to be Redeemed
2052	$7,415,000
2053	7,810,000
2054	8,230,000
2055	8,655,000
2056 (maturity)	9,105,000

(iv) In the event that the City shall have partially redeemed any of the Term Warrants or shall have provided for a partial redemption of Term Warrants in such a manner that the Term Warrants for the redemption of which provision is made are considered as fully paid, the City may elect to apply all or any part (but only in integral multiples of $5,000) of the principal amount of such Term Warrants so redeemed or to be redeemed to the reduction of the principal amount of Term Warrants required to be redeemed pursuant to the schedule set forth immediately above on any June 1 coterminous with or subsequent to the date such optional redemption actually occurs.

Except as otherwise provided with respect to mandatory redemption of Series 2026 Warrants, if less than all of any maturity of Series 2026 Warrants are to be redeemed, the principal amount of the Series 2026 Warrants of such maturity to be redeemed shall be specified by written notice to the Bank. As described more fully in Section 32 hereof, the Series 2026 Warrants will initially be issued using the Book-Entry Only System of The Depository Trust Company. If less than all of any maturity of Series 2026 Warrants are to be redeemed, the particular Series 2026 Warrants of such maturity to be redeemed shall be selected by lot by the Bank.

(c) **Manner of Effecting Redemption**. Any redemption or prepayment of any Series 2026 Warrants shall be effected in the following manner:

(i) **Call**. The City shall by Resolution or Ordinance call for redemption on a stated date when they are by their terms subject to redemption Series 2026 Warrants (or principal portions thereof) and shall recite in said Resolution or Ordinance (A) that the City is not in default in the payment of the principal of or the interest or premium, if any, on any of the Series 2026 Warrants to be redeemed, or (B) that all of the Series 2026 Warrants then outstanding are to be retired on the Redemption Date; provided, however, that it shall not be necessary for the City to adopt any such Resolution or Ordinance in the case of any redemption of Series 2026 Warrants if the redemption is one that is required by the provisions of any mandatory redemption requirement.

(ii) **Notice by First Class Mail**. The Bank (on behalf of the City) shall cause to be forwarded by First Class Mail to the registered Holder of each of the Series 2026 Warrants the principal of which is to be redeemed, in whole or in part, at the address of such registered Holder as such address appears on the registry books of the Bank pertaining to the registration of the Series 2026 Warrants, a notice, dated the date such notice is mailed by the Bank, stating the following: that Series 2026 Warrants (identified by the complete name and date of the Series 2026 Warrants) in certain specified principal amounts (or portions thereof)

bearing stated numbers, CUSIP numbers, interest rates and maturity dates, have been called for redemption and will become due and payable at the Redemption Price or Redemption Prices on a specified Redemption Date, and that all interest thereon will cease after the Redemption Date. Such notice shall contain the telephone number of the Bank to which inquiries can be addressed and shall be so mailed not more than sixty (60) nor less than thirty (30) days prior to the Redemption Date, but Holders of any Series 2026 Warrants may waive the requirements of this subsection with respect to the Series 2026 Warrants held by them without affecting the validity of the call for redemption of any other Series 2026 Warrants.

(iii) **Payment of Redemption Price**. The City shall make available at the Bank, on or prior to the Redemption Date, in immediately available funds, the total Redemption Price of the Series 2026 Warrants (or portions thereof) that are to be prepaid and redeemed on the Redemption Date.

The City and the Bank will, to the extent deemed by them to be practicable under the circumstances and to the extent permitted by law, comply with the standards set forth in the Securities and Exchange Commission's Exchange Act Release No. 23856 dated December 3, 1986, regarding redemption notices but their failure to do so shall not invalidate the redemption of any Series 2026 Warrants with respect to which the other requirements of this Section 4 have been satisfied. Upon compliance with the foregoing requirements on its part contained in this subsection (c), and if the City is not on the Redemption Date in default in the payment of the principal of or the interest or premium, if any, on any of the Series 2026 Warrants, the Series 2026 Warrants (or principal portions thereof) called for redemption shall become due and payable at the Redemption Price on the Redemption Date specified in such notice, anything herein or in the Series 2026 Warrants to the contrary notwithstanding, and the Holders thereof shall then and there surrender them for redemption; provided, however, that in the event that less than all of the outstanding principal of any Series 2026 Warrant is to be redeemed, the registered Holder thereof shall surrender the Series 2026 Warrant that is to be redeemed in part to the Bank in exchange, without expense to the Holder, for a new Series 2026 Warrant of like tenor except in a principal amount equal to the unredeemed portion of such Series 2026 Warrant. All future interest on the Series 2026 Warrants (or principal portions thereof) so called for redemption shall cease to accrue after the Redemption Date. Out of the moneys so deposited with it, the Bank shall make provision for payment of the Series 2026 Warrants (or principal portions thereof) so called for redemption at the Redemption Price and on the Redemption Date.

Section 5. General Obligation. The indebtedness evidenced and ordered paid by the Series 2026 Warrants is and shall be a general obligation of the City for payment of the

principal of and the interest and premium, if any, on which the full faith and credit of the City are hereby irrevocably pledged.

Section 6. Warrant Fund. (a) **Creation of Warrant Fund**. There is hereby created a special fund to be designated the "City of Auburn Series 2026 Warrant Fund," for the purpose of providing for the payment of the principal of and interest and premium, if any, on the Series 2026 Warrants, at the respective maturities of said principal, interest and premium, if any, which special fund shall be maintained until the principal of and the interest and premium, if any, on the Series 2026 Warrants have been paid in full. Payments into the Warrant Fund shall be made as follows:

(i) there shall be paid into the Warrant Fund, simultaneously with the issuance of the Series 2026 Warrants and out of the proceeds derived from the sale thereof, that portion of said proceeds, if any, which may be referable to accrued interest;

(ii) on or before the last business day of each May and November, beginning with the month of November, 2026, and thereafter until the principal of and interest on the Series 2026 Warrants shall have been paid in full, the City will pay into the Warrant Fund an amount equal to the sum of (A) the semiannual installment of interest that will mature on the Series 2026 Warrants on the next succeeding Interest Payment Date with respect thereto, plus (B) the principal that will mature on the Series 2026 Warrants on the then next succeeding Interest Payment Date; provided, however, that following payment into the Warrant Fund of any sum out of the proceeds from the sale of the Series 2026 Warrants, pursuant to the provisions of paragraph (i) of this subsection (a), there shall be credited one time on the amount required by this paragraph (ii) to be paid into the Warrant Fund an amount equal to any such sum so paid into the Warrant Fund pursuant to the provisions of the said paragraph (i).

There shall also be credited on the payments due under this subsection (a) to be made into the Warrant Fund all earnings on investments made pursuant to the provisions of subsection (e) of this Section 6, to the end that all moneys held in the Warrant Fund (exclusive of amounts held therein for the payment of matured but unpresented Series 2026 Warrants) shall be paid out for purposes for which the Warrant Fund was created within thirteen (13) months from the date such moneys first become available for such purposes. The Bank shall promptly notify the City of the receipt of such earnings and the amount thereof.

All moneys paid into the Warrant Fund shall be used only for payment of the principal of and the interest and premium, if any, on the Series 2026 Warrants, upon

or after the respective maturities of such principal, interest and premium; provided, that, if at the final maturity of the Series 2026 Warrants, howsoever the same may mature, there shall be in the Warrant Fund moneys in excess of the amount required to retire the Series 2026 Warrants, then any such excess shall thereupon be returned to the City. When the amount of money on deposit in the Warrant Fund equals or exceeds the aggregate of the principal and interest to their respective maturities on the Series 2026 Warrants at the time outstanding, no further payments need be made into the Warrant Fund except to make good the moneys paid therein which may become lost or which may not be immediately available for withdrawal under the provisions of this section. The City shall make the deposits into the Warrant Fund so that all amounts shall be available to the Bank in immediately available funds not later than 10:00 a.m., Birmingham, Alabama time on the last business day prior to the June 1 or December 1 with respect to which the payment is made.

(b) **Depository for Warrant Fund**. The City hereby designates the Bank as the depository for the Warrant Fund with respect to payment of principal of and the interest and premium, if any, on the Series 2026 Warrants. In the event that the Bank should at any time decline to act as such depository, or should resign as such depository, or should cease to be a member of the Federal Deposit Insurance Corporation (or any agency which may succeed to its duties), or should cease to be duly qualified and doing business within the State of Alabama, then the Council shall by Resolution designate a successor to such depository; provided that any such successor depository shall be and remain a member of the Federal Deposit Insurance Corporation (or of any agency which may succeed to its duties) and shall be and remain duly qualified and doing business in the State of Alabama.

(c) **Trust Nature of and Security for the Warrant Fund**. The Warrant Fund shall be and at all times remain public funds impressed with a trust for the purpose for which the Warrant Fund is herein created. Each depository for the Warrant Fund shall at all times keep the moneys on deposit with it in the Warrant Fund continuously secured for the benefit of the City and the Holders of the Series 2026 Warrants either:

(i) by holding on deposit as collateral security, United States Securities or other marketable securities eligible as security for the deposit of trust funds under regulations of the Board of Governors of the Federal Reserve System, having a market value (exclusive of accrued interest) not less than the amount of moneys on deposit in the Warrant Fund, or

(ii) if the furnishing of security in the manner provided in the foregoing clause (i) of this sentence is not permitted by the then applicable law and regulations, then in such other manner as may be required or permitted by the applicable state and federal laws and

regulations respecting the security for, or granting a preference in the case of, the deposit of public funds;

provided, however, that it shall not be necessary for such depository so to secure any portion of the moneys on deposit in the Warrant Fund that may be insured by the Federal Deposit Insurance Corporation (or by any agency that may succeed to its duties) or any portion of the said moneys that may be invested pursuant to the provisions of subsection (d) of this Section 6.

(d) **Investment of Moneys in the Warrant Fund**. So long as the City shall not be in default hereunder it may, at any time and from time to time as it in its sole discretion shall deem advisable, cause to be invested in Eligible Investments any or all of the moneys in the Warrant Fund; provided, that, each such investment shall mature not later than the Interest Payment Date next following the date such investment is made. In the event of any such investment, the securities in which the investment is made shall become a part of the Warrant Fund and shall be held by the depository for the moneys so invested to the same extent as if they were moneys on deposit in the Warrant Fund. The City may likewise at any time and from time to time cause any securities in which any such investment shall be made to be sold or otherwise converted into cash, whereupon the net proceeds derived from any such sale or conversion, after payment of all necessary expenses incident to such sale or conversion, shall become a part of the Warrant Fund. The depository for the Warrant Fund shall be fully protected in making investments, sales, and conversions of any such securities upon direction given to it by the City.

Section 7. Form of Series 2026 Warrants. The Series 2026 Warrants shall be in substantially the following form:

Unless this Series 2026 Warrant is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City or its agent for registration of transfer, exchange, or payment, and any Series 2026 Warrant issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA

STATE OF ALABAMA

CITY OF AUBURN

GENERAL OBLIGATION WARRANT
SERIES 2026

Interest Rate	**Maturity Date**	**CUSIP Number**

Subject to prior payment and other provisions as herein provided

The City Treasurer of the City of Auburn, a municipal corporation under the laws of Alabama (the "City"), is hereby ordered and directed to pay to **CEDE & CO.**, or registered assigns, the principal sum of

_____ DOLLARS

on the date specified above with interest thereon from the date hereof until the maturity hereof at the per annum rate of interest specified above (computed on the basis of a 360-day year of twelve consecutive 30-day months), payable on December 1, 2026, and semiannually on each June 1 and December 1 thereafter until the due date hereof.

The principal of and the premium (if any) on this Series 2026 Warrant shall be payable only upon presentation and surrender of this Series 2026 Warrant at the principal corporate trust office of Regions Bank (the "Bank") in the City of Birmingham, Alabama, or its successor under the Ordinance hereinafter referred to. Interest on this Series 2026 Warrant shall be remitted by the Bank to the then registered holder hereof at the address shown on the registry books of the Bank pertaining to the Series 2026 Warrants as of the close of business on the May 15 or the November 15 next preceding each June 1 or December 1, as the case may be. The Ordinance hereinafter referred to provides that all payments by the City or the Bank to the person in whose name a Series 2026 Warrant is registered shall to the extent thereof fully discharge and satisfy all liability for the same. Payment of such interest shall be deemed to have been timely made if such check or draft is mailed by the Bank on the due date of such interest (or, if such date is not a Business Day, on the next Business Day immediately following such date). Any transferee of this Series 2026 Warrant takes it subject to all payments of principal and interest in fact made with respect hereto.

This Series 2026 Warrant is one of a duly authorized issue of Series 2026 Warrants designated "General Obligation Warrants, Series 2026", and aggregating $241,840,000 in principal amount (the "Series 2026 Warrants"). This Series 2026 Warrant is issued pursuant to the applicable provisions of the constitution and laws of the State of Alabama, including particularly but without limitation Section 11-47-2 and Section 11-81-4 of the Code of Alabama 1975, as amended, and an ordinance (the "Ordinance") of the City duly adopted by the governing body of the City on August 4, 2026.

Those of the Series 2026 Warrants having a stated maturity or being subject to mandatory redemption on June 1, 2037, and thereafter, shall be subject to redemption and payment, at the option of the City, on any date on or after June 1, 2036, in whole or in part (and if in part, in multiples of $5,000 in such maturities as the City in its sole discretion shall designate, and if less than all the Series 2026 Warrants having the same maturity are to be redeemed, those to be redeemed shall be selected pro rata by the Bank), at and for a redemption price for each Series 2026 Warrant (or portion thereof) redeemed equal to the face or par amount thereof plus accrued interest to the redemption date.

Those of the Series 2026 Warrants maturing on June 1, 2051, and June 1, 2056, are also subject to mandatory redemption prior to maturity at and for a redemption price, with respect to each such Series 2026 Warrant so redeemed, equal to the principal amount thereof, but only on such terms and at such times and in such amounts as are set forth in the Ordinance.

The Ordinance requires that written notice of the call for redemption of this Series 2026 Warrant (or portion of the principal thereof) be forwarded by First Class Mail to the registered owner hereof, not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption. In the event that less than all the outstanding principal of this Series 2026 Warrant is to be redeemed, the registered holder hereof shall surrender this Series 2026 Warrant to the Bank in exchange for a new Series 2026 Warrant of like tenor herewith except in a principal amount equal to the unredeemed portion of this Series 2026 Warrant. Upon the giving of notice of redemption in accordance with the provisions of the Ordinance, the Series 2026 Warrants (or principal portions thereof) so called for redemption shall become due and payable on the date specified in such notice, anything herein or in the Ordinance to the contrary notwithstanding, and the holders thereof shall then and there surrender them for redemption, and all future interest on the Series 2026 Warrants (or principal portions thereof) so called for redemption shall cease to accrue after the date specified in such notice, whether or not the Series 2026 Warrants are so presented.

By the execution of this Series 2026 Warrant, the City acknowledges that it is indebted to the payee hereof in the principal amount hereof in accordance with the

terms thereof. The indebtedness evidenced and ordered paid by this Series 2026 Warrant is a general obligation of the City for the payment of the principal of and the interest and premium, if any, on which the full faith and credit of the City have been irrevocably pledged.

It is hereby certified and recited that the indebtedness evidenced and ordered paid by this Series 2026 Warrant is lawfully due without condition, abatement or offset of any description; that this Series 2026 Warrant has been registered in the manner provided by law; that all conditions, actions and things required by the constitution and laws of the State of Alabama to exist, be performed or happen precedent to and in the issuance of this Series 2026 Warrant do exist, have been performed and have happened; and that the indebtedness evidenced and ordered paid by this Series 2026 Warrant, together with all other indebtedness of the City, was at the time the same was created and is now within every debt and other limit prescribed by the constitution and laws of the State of Alabama.

The Series 2026 Warrants are issuable only as fully registered Series 2026 Warrants in the denomination of $5,000 or any integral multiple thereof. Provision is made in the Ordinance for the exchange of Series 2026 Warrants for a like aggregate principal amount of Series 2026 Warrants of the same maturity and in authorized denomination, all upon the terms and subject to the conditions set forth in the Ordinance.

This Series 2026 Warrant is transferable by the registered holder hereof, in person or by authorized attorney, only on the books of the Bank (the registrar and transfer agent of the City) and only upon surrender of this Series 2026 Warrant to the Bank for cancellation, and upon any such transfer a new Series 2026 Warrant of like tenor hereof will be issued to the transferee in exchange therefor, all as more particularly described in the Ordinance. Each holder, by receiving or accepting this Series 2026 Warrant, shall consent and agree and shall be estopped to deny that, insofar as the City and the Bank are concerned, this Series 2026 Warrant may be transferred only in accordance with the provisions of the Ordinance.

In the event that this Series 2026 Warrant (or any principal portion hereof) is duly called for redemption, the Bank shall not be required to register, transfer or exchange this Series 2026 Warrant during the period of forty-five (45) days next preceding the date fixed for its redemption.

Execution by the Bank of its registration certificate hereon is essential to the validity hereof.

IN WITNESS WHEREOF, the City has caused this Series 2026 Warrant to be executed with the signature of its Mayor, has caused its corporate seal to be hereunto imprinted, has caused this Series 2026 Warrant to be attested by the signature of its City Manager, and has caused this Series 2026 Warrant to be dated August 12, 2026.

CITY OF AUBURN

_____
Mayor

[SEAL]

Attest:

_____
City Manager

Form of Registration Certificate

Date of Registration: August 12, 2026.

This Series 2026 Warrant was registered in the name of the above-registered owner on the date hereinabove set forth.

REGIONS BANK

By:_____
Its Authorized Officer

Form of Assignment

For value received _____ hereby sell(s), assign(s) and transfer(s) unto _____ the within Series 2026 Warrant and hereby irrevocably constitute(s) and appoint(s) _____, attorney, with full power of substitution in the premises, to transfer this Series 2026 Warrant on the books of the within-mentioned Bank.

Dated this _____ day of _____, _____.

NOTE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Series 2026 Warrant in every particular, without alteration, enlargement or change whatsoever.

Signature guaranteed:

_____
(Bank, Trust Company or Firm)*
By _____
(Authorized Officer)

Its Medallion Number: _____

* Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

Section 8. Execution of Series 2026 Warrants by the City. The Series 2026 Warrants shall be executed on behalf of the City by the Mayor and attested by the City Manager, and the seal of the City shall be impressed on each of the Series 2026 Warrants. Signatures on the Series 2026 Warrants by persons who are officers of the City at the times such signatures were written or printed shall continue to be effective although such persons cease to be such officers prior to the delivery of the Series 2026 Warrants, whether initially issued or exchanged for Series 2026 Warrants of different denominations from those initially issued.

Section 9. Registration Certificate on Series 2026 Warrants. A Registration Certificate by the Bank, in substantially the form hereinabove recited, duly executed by the manual signature of an authorized officer of the Bank, shall be endorsed on each of the Series 2026 Warrants and shall be essential to their validity.

Section 10. Registration and Transfer of Series 2026 Warrants. All Series 2026 Warrants shall be registered as to both principal and interest, and shall be transferable only on the registry books of the Bank. The Bank shall be the registrar and transfer agent of the City and shall keep at its office proper registry and transfer books in which it will note the registration and transfer of such Series 2026 Warrants as are presented for those purposes, all in the manner and to the extent hereinafter specified.

No transfer of a Series 2026 Warrant shall be valid hereunder except upon presentation and surrender of such Series 2026 Warrant at the office of the Bank with written power to transfer signed by the registered owner thereof in person or by duly authorized attorney, properly stamped if required, in form and with guaranty of signature satisfactory to the Bank, whereupon the City shall execute, and the Bank shall register and deliver to the transferee, a new Series 2026 Warrant, registered in the name of such transferee and of like tenor as that presented for transfer. The person in whose name a Series 2026 Warrant is registered on the books of the Bank shall be the sole person to whom or on whose order payments on account of the principal thereof and of the interest and premium, if any, thereon may be made. Each Holder of any of the Series 2026 Warrants, by receiving or accepting such Series 2026 Warrant, shall consent and agree and shall be estopped to deny that, insofar as the City and the Bank

are concerned, the Series 2026 Warrants may be transferred only in accordance with the provisions of this Ordinance.

Each transferee of a Series 2026 Warrant takes it subject to all payments of principal and interest in fact made with respect thereto.

Section 11. Exchange of Series 2026 Warrants. Upon the request of the Holder of one or more Series 2026 Warrants, the City shall execute, and the Bank shall register and deliver, upon surrender to the Bank of such Series 2026 Warrant or Series 2026 Warrants in exchange thereof, a Series 2026 Warrant or Series 2026 Warrants in different Authorized Denominations of the same maturity and interest rate and together aggregating the same principal amount as the then unpaid principal of the Series 2026 Warrant or Series 2026 Warrants so surrendered, all as may be requested by the person surrendering such Series 2026 Warrant or Series 2026 Warrants. All Series 2026 Warrants surrendered for exchange pursuant to the provisions of this Section 11 shall be accompanied by a written power to transfer signed by the registered owner thereof in person or by duly authorized attorney, properly stamped if required, in form and with guaranty of signature satisfactory to the Bank.

Section 12. Expenses of Registration, Transfer and Exchange. Any registration, transfer or exchange of any of the Series 2026 Warrants shall be made without charge to the Holders thereof, except that (a) the Holder requesting any such registration, transfer or exchange shall pay all taxes and other governmental charges required to be paid in connection with such registration, transfer or exchange, and (b) the Holder shall pay any expenses incurred in connection with the replacement of a mutilated, lost, stolen or destroyed Series 2026 Warrant in accordance with Section 17 hereof.

Section 13. Time Limits on Registration, Transfer or Exchange. If any Series 2026 Warrant is called for redemption in whole or in part, the Bank shall not be required to register, transfer or exchange such Series 2026 Warrant during the period of forty-five (45) days next preceding the Redemption Date.

Section 14. Accrual of Interest on Series 2026 Warrants. All Series 2026 Warrants issued prior to December 1, 2026, in exchange for Series 2026 Warrants initially delivered, shall bear interest from August 12, 2026, and all Series 2026 Warrants issued on or after December 1, 2026, shall bear interest from the June 1 or December 1, as the case may be, next preceding the date of its registration and delivery unless (a) such date of registration and delivery is a June 1 or December 1, in which event such Series 2026 Warrant shall bear interest from the date of its registration and delivery, or (b) at the time of such registration and delivery the City is in default in the payment of interest on the Series 2026 Warrant in lieu of which such new Series 2026 Warrant is issued, in which event such new Series 2026 Warrant shall bear interest from the last Interest Payment Date to which interest has previously been paid or made available for payment

on the Series 2026 Warrant in lieu of which such new Series 2026 Warrant is issued. The preceding provision shall be construed to the end that the issuance of a Series 2026 Warrant shall not affect any gain or loss in interest to the Holder thereof.

Section 15. Persons to Whom Payment of Interest on Series 2026 Warrants Is to Be Made. (a) Interest on the Series 2026 Warrants shall, except as provided in paragraph (b) of this Section 15, be payable in lawful money of the United States of America by check or draft mailed by the Bank to the Holders of the Series 2026 Warrants at the addresses shown on the registry books of the Bank pertaining to the Series 2026 Warrants as of the close of business on the Record Date next preceding the Interest Payment Date.

(b) Any provision hereof to the contrary notwithstanding, Overdue Interest shall not be payable to the Holder of the Series 2026 Warrants solely by reason of such Holder having been the Holder on the Record Date next preceding the Interest Payment Date on which such interest became due and payable, but shall be payable by the Bank as follows:

(i) Not less than ten (10) days following receipt by the Bank of immediately available funds in an amount sufficient to enable the Bank to pay all Overdue Interest on the Series 2026 Warrants, the Bank shall fix an Overdue Interest Payment Date for payment of such Overdue Interest respecting the Series 2026 Warrants.

(ii) Such Overdue Interest Payment Date fixed by the Bank shall be a date not more than twenty (20) days following the expiration of the period described in the foregoing subparagraph (i).

(iii) Overdue Interest on the Series 2026 Warrants shall be paid by check or draft mailed by the Bank to the persons in whose names the Series 2026 Warrants were registered in the registry books of the Bank pertaining to the Series 2026 Warrants on the Overdue Interest Payment Date.

(c) Payment of Overdue Interest on the Series 2026 Warrants in the manner herein prescribed to the persons in whose names the Series 2026 Warrants were registered on the Overdue Interest Payment Date shall fully discharge and satisfy all liability for the same.

Section 16. Persons Deemed Owners of Series 2026 Warrants. The City and the Bank may deem and treat the person in whose name a Series 2026 Warrant is registered as the absolute owner thereof for all purposes; they shall not be affected by notice to the contrary; and all payments by any of them to the person in whose name a Series 2026

Warrant is so registered, shall to the extent thereof fully discharge and satisfy all liability for the same.

Section 17. Replacement of Mutilated, Lost, Stolen or Destroyed Series 2026 Warrants. In the event any Series 2026 Warrant is mutilated, lost, stolen or destroyed, the City may execute and the Bank shall thereupon register and deliver a new Series 2026 Warrant of like tenor as that mutilated, lost, stolen or destroyed; provided that (a) in the case of any such mutilated Series 2026 Warrant, such Series 2026 Warrant is first surrendered to the City and the Bank, and (b) in the case of any such lost, stolen or destroyed Series 2026 Warrant, there is first furnished to the City and the Bank evidence of such loss, theft or destruction satisfactory to each of them, together with indemnity satisfactory to each of them. The City may charge the Holder with the expense of issuing any such new Series 2026 Warrant.

In lieu of issuing a new Series 2026 Warrant to replace any mutilated, lost, stolen or destroyed Series 2026 Warrant which shall have already matured or been called for redemption, the Bank may pay such Series 2026 Warrant at or after the maturity or Redemption Date applicable thereto if the Holder of such Series 2026 Warrant satisfies the same terms and conditions as those provided in the preceding provisions of this Section 17 for the replacement of such Series 2026 Warrant. Any mutilated Series 2026 Warrant surrendered to the Bank pursuant to the terms of this Section 17 shall be destroyed by the Bank after a Series 2026 Warrant in replacement thereof has been issued.

Section 18. Retention of Moneys for Payment of Series 2026 Warrants. The amounts held by the Bank for the payment of the principal of and interest on any Series 2026 Warrants due on any date shall, pending such payment, be held in trust by the Bank for the benefit of the holders of the Series 2026 Warrants entitled thereto, and for the purposes of this Ordinance the principal of and interest on such Series 2026 Warrants shall no longer be considered to be unpaid. If any Series 2026 Warrant shall not be presented for payment within a period of one (1) year following the date when such Series 2026 Warrant becomes due, whether by maturity, redemption or otherwise, or if the check or draft providing for any payment of interest on any Series 2026 Warrant shall not have been negotiated within such period, the Bank shall return to the City any moneys theretofore held by it for payment of such Series 2026 Warrant or such interest.

Section 19. Cancellation of Series 2026 Warrants. The Bank shall forthwith cancel all Series 2026 Warrants which have been paid by it, whether by maturity, redemption or otherwise, and shall destroy such Series 2026 Warrants and if requested by the City deliver a certificate to that effect to the City.

Section 20. (a) **Appointment of Bank and Acceptance or Duties**. The Bank is hereby designated and appointed and shall act as registrar, transfer agent and paying agent

with respect to the Series 2026 Warrants. The Bank shall signify its acceptance of the duties of the Bank under this Ordinance by filing with the City a written acceptance thereof not later than the date of the issuance of the Series 2026 Warrants. In such acceptance the Bank shall accept and agree to perform the duties required by this Ordinance, either expressly or by reasonable implication, subject, however, to the following conditions:

(i) The Bank shall undertake to perform such duties and only such duties as are specifically set forth in this Ordinance, and no implied covenants or Series 2026 Warrants shall be read into this Ordinance against the Bank.

(ii) The Bank need not recognize a Holder of a Series 2026 Warrant as such without the satisfactory establishment of title to such Series 2026 Warrant as shown on the registry books of the Bank.

(iii) The Bank may be a Holder or a pledgee of any of the Series 2026 Warrants as if not Bank hereunder.

(iv) The Bank shall not be liable for the proper application of any moneys other than those that may be paid to or deposited with it.

(v) The Bank shall not be liable to pay or allow interest on any moneys to be held by it under this Ordinance or otherwise to invest any such moneys, except as specifically required by this Ordinance or as may be required by law or other written agreement between the City and the Bank.

(vi) The Bank may make any investments permitted or required hereby through its own investment department, and any Eligible Investments issued or held by it hereunder shall be deemed investments and not deposits.

(vii) The Bank shall, upon reasonable request, inform the City of the amount at the time on deposit in any of the special funds or accounts created hereunder.

(b) **Bank to Maintain Registration Books**. The Bank will keep on file at its principal corporate trust office registration books listing the names and addresses of the holders of the Series 2026 Warrants and proper records of account relating to the receipt, disbursement, investment, allocation and application of moneys under this Ordinance.

(c) **Resignation by Bank**. The Bank and any successor Bank may resign and be discharged from the duties under this Ordinance by causing written notice specifying the effective date, postage prepaid, to the City and to every Holder of a Series 2026 Warrant. Unless the effective date of the Bank's resignation shall coincide with the appointment of a successor Bank by the Holders of the Series 2026 Warrants as herein provided, such date shall be at least thirty (30) days after the date on which notice to the City and the Holders of the Series 2026 Warrants shall have been mailed.

(d) **Removal of Bank**. The Bank may be removed at any time by an instrument or concurrent instruments in writing delivered to the Bank and to the City and signed by the Holders of a majority in aggregate principal amount of the Series 2026 Warrants then outstanding.

(e) **Appointment of Successor Bank; Interim Bank**. In case the Bank shall resign, be removed, be dissolved, be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers or of a receiver appointed by a court, a successor may be appointed by the Holders of a majority in aggregate principal amount of Series 2026 Warrants then outstanding through an instrument or concurrent instruments in writing signed by such Holders. In case of any such resignation or event which causes the Bank to be incapable of acting, the City, by an instrument signed by the Mayor, shall appoint an interim Bank to serve until a successor Bank shall be appointed by the Holders of a majority in aggregate principal amount of the Series 2026 Warrants as provided above. Whenever necessary to avoid or fill a vacancy in the office of Bank, the City will appoint an interim Bank in order that there shall at all times be a Bank hereunder. Any interim Bank so appointed by the City shall immediately and without further act be superseded by the Bank appointed by the holders of the Series 2026 Warrants.

The City shall cause notice of the appointment of an interim Bank, in the event that such an appointment is made, to be forwarded by First Class mail, postage prepaid, to every Holder of a Series 2026 Warrant. When the appointment of a successor Bank, as selected by the Holders of a majority in principal amount of the Series 2026 Warrants then outstanding, becomes effective, the City shall also cause notice of that fact to be given in the manner provided above for the notice required to be given upon the appointment of an interim Bank. Every interim or successor Bank appointed pursuant to this Section 20 shall be a trust company or bank which is qualified to perform all duties of the Bank under this Ordinance and which has, at the time of its acceptance of such appointment, capital, surplus and undivided profits of not less than $25,000,000, if there be such an institution willing, qualified and able to accept appointment as Bank upon reasonable or customary terms.

(f) **Concerning any Successor Bank**. Every successor Bank shall execute, acknowledge and deliver to its predecessor and also to the City an instrument in writing accepting its appointment as Bank hereunder, and thereupon such successor Bank, without any further act, deed or conveyance, shall become fully vested with all the rights, powers and duties of its predecessor. Such predecessor shall, nevertheless, on the written request of the City or such successor Bank, execute and deliver an instrument transferring to such successor Bank all rights, powers and interests of such predecessor hereunder; and every predecessor Bank shall deliver all securities and moneys held by it as Bank hereunder to its successor.

(g) **Merger or Consolidation of Bank**. Any corporation into which the Bank may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Bank shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Bank, shall be the successor of the Bank hereunder, without the execution or filing of any paper or any further act on the part of the Bank or the City. In case the registration certificates with respect to any Series 2026 Warrants shall have been executed by the Bank then in office, any successor by merger or consolidation to such Bank may adopt the registration of such Series 2026 Warrants and deliver such Series 2026 Warrants with the same effect as if such successor Bank had itself registered such Series 2026 Warrants.

(h) **Compensation of Bank**. Subject to the provisions of any separate agreement with the Bank, the City shall pay to the Bank from time to time reasonable compensation for all services rendered by it under this Ordinance, including its services as registrar and paying agent for the Series 2026 Warrants, and also all its reasonable expenses, charges, counsel fees and other disbursements and those of its attorneys, agents and employees, incurred in and about the performance of its duties hereunder.

Section 21. Sale of Series 2026 Warrants. The execution and delivery by the Mayor of a Purchase Contract dated July 22, 2026, between the City and the Underwriter, a copy of which is presented to the meeting at which this Ordinance is adopted (which copy shall be attached as Exhibit I to the minutes of the meeting at which this Ordinance is adopted and which is hereby adopted in all respects as if set out in full in this Ordinance) respecting the Series 2026 Warrants is hereby authorized, ratified and confirmed. The Series 2026 Warrants are hereby awarded and sold to the Underwriter at and for a purchase price equal to $255,252,784.85, which price reflects the face amount of the Series 2026 Warrants, less an underwriting discount of $798,072.00, plus net original issue premium of $14,210,856.85.

Section 22. Approval of Preliminary Official Statement; Authorization of Official Statement. The actions of the Underwriter in circulating a Preliminary Official Statement dated July 9, 2026, with respect to the Series 2026 Warrants, a copy of which

is presented to the meeting at which this Ordinance is adopted (which copy shall be attached as Exhibit II to the minutes of the meeting at which this Ordinance is adopted and which is hereby adopted in all respects as if set out in full in this Ordinance) are hereby ratified and confirmed. The actions of the City in causing the Preliminary Official Statement to be "deemed final" as of its dated date for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission are hereby accepted and confirmed. The Mayor is hereby authorized and directed to caused to be prepared and execute and deliver, on behalf of the City, the Official Statement respecting the Series 2026 Warrants to be dated July 22, 2026, in substantially the form presented to the meeting at which this Ordinance is adopted (which form shall be attached as Exhibit III to the minutes of the meeting at which this Ordinance is adopted and which is hereby adopted in all respects as if set out in full in this Ordinance) (the "Official Statement"), which such Official Statement shall be in substantially the same form as the Preliminary Official Statement with such updates and changes as shall be necessary to reflect the results of the sale of the Series 2026 Warrants and such other changes as shall be recommended by the Mayor and by the Finance Director of the City, or either of them.

Section 23. Authorization of Continuing Disclosure Agreement. The Mayor is hereby authorized and directed to execute and deliver, on behalf of the City, a Continuing Disclosure Agreement dated August 12, 2026, for the benefit of the beneficial owners of the Series 2026 Warrants, in substantially the form presented to the meeting at which this Ordinance is adopted (which form shall be attached as Exhibit IV to the minutes of the meeting at which this Ordinance is adopted and which is hereby adopted in all respects as if set out in full in this Ordinance) and the City Manager is hereby authorized and directed to attest the said Continuing Disclosure Agreement.

Section 24. Authorization of Escrow Trust Agreement. The Mayor is hereby authorized and directed to execute and deliver, on behalf of the City, the Escrow Trust Agreement providing for the redemption and payment of the Refunded Bonds in substantially the form presented to the meeting at which this Ordinance is adopted (which form shall be attached as Exhibit V to the minutes of the meeting at which this Ordinance is adopted and is adopted in all respects as if set out in full herein), with such changes as the said Mayor shall approve. The City Manager is hereby authorized and directed to affix the seal of the City to the Escrow Trust Agreement and to attest the same.

Section 25. Refunding of Refunded Bonds. (a) Acting pursuant to the provisions of Section 4 of Ordinance No. 2933 of the City adopted June 16, 2015 (the "Series 2015 Bonds Authorizing Ordinance"), under and pursuant to which the Series 2015 Bonds were authorized for issuance and delivery, the City does recite that the City is not in default in the payment of the principal of or the interest or premium, if any, on any of the Series 2015 Bonds and does hereby elect to redeem and pay, and does hereby call for redemption and payment, on September 11, 2026, all of the Refunded Bonds, at and

for a redemption price equal to 100% of the principal amount of each Refunded Bond to be redeemed, plus accrued interest thereon to the date fixed for redemption.

(b) Regions Bank, in its capacity as paying agent for the Series 2015 Bonds, is hereby authorized and directed to give notice of and effect said redemption of the Refunded Bonds in the manner provided in the Series 2015 Bonds Authorizing Ordinance, and to take all such other action as shall be necessary or desirable to carry-out the redemption and payment of the Refunded Bonds as aforesaid.

(c) In order to effect the refunding of the Refunded Bonds, there shall be deposited with Regions Bank, in its capacity as escrow trustee under the Escrow Trust Agreement, the sum set forth in Section 27(a)(i) hereof, which such amount shall be used as set forth in the Escrow Trust Agreement for payment and redemption of the Refunded Bonds.

(d) The Mayor, the Director of Finance and the City Manager are each hereby authorized and directed to take or cause to be taken, in the name and behalf of the City, all of the actions required by the provisions of the Series 2015 Bonds Authorizing Ordinance to be taken in order to effect the payment and redemption of the Refunded Bonds as aforesaid.

Section 26. Authorization of Related Documents and Actions; Investment of Proceeds for 2026 Improvements. (a) The Mayor, the City Manager, and the Finance Director, or any of them, are hereby authorized and directed to execute, seal, attest and deliver such other documents and certificates and to take such other actions on behalf of the City as may be necessary to consummate the sale and issuance of the Series 2026 Warrants, pay and redeem the Refunded Bonds, construct and acquire the 2026 Capital Improvements and carry out fully the transactions contemplated by this Ordinance including, without limiting the generality of the foregoing, the execution and delivery of a Tax Compliance Agreement and Certificate establishing facts and circumstances necessary to support the conclusion that the Series 2026 Warrants are not "arbitrage bonds" within the meaning of Section 148 of the Code and the applicable regulations promulgated thereunder, and an IRS Form 8038-G.

(b) The Mayor, the City Manager, and the Finance Director, or any of them, are hereby authorized to determine and direct the investment of any amounts held or to be held in the 2026 Capital Improvements Account, as the same may be divided as set forth in Section 27(b) hereof, in such securities, investment agreements, repurchase agreements, or other arrangements as shall be determined from time to time by such officer and as shall comply with applicable provisions of Alabama law, and, each of the Mayor, the City Manager, and the Finance Director (or any of them) are further authorized to execute and deliver such agreements by and in the name of the City as shall be necessary or desirable in connection with such investments.

Section 27. Use of Proceeds from Sale of Series 2026 Warrants. (a) The proceeds from the sale of the Series 2026 Warrants, less the sum of $798,072.00 representing the Underwriter's discount referable to the Series 2026 Warrants to be retained by the Underwriter (i.e. $256,050,856.85), shall be paid to the Bank and applied as follows:

(i) the sum of $40,623,085.09 shall be remitted to Regions Bank, in its capacity as escrow trustee under the Escrow Trust Agreement, for deposit into the escrow fund established thereunder and used for payment and redemption of the Refunded Bonds as set forth herein and in the Escrow Trust Agreement; and

(ii) the remaining balance ($214,629,699.76) shall be deposited into a special fund or account (the "2026 Capital Improvements Account") and used for payment of the costs of the 2026 Capital Improvements and to pay the costs of issuing the Series 2026 Warrants as directed and determined by the Finance Director of the City.

(b) Regions Bank is hereby designated as the initial depository for the 2026 Capital Improvements Account. The City shall have the right, at any time and from time to time, to change the depository of the 2026 Capital Improvements Account (with the Mayor, the City Manager and the Finance Director of the City, or any of them, hereby authorized to act on behalf of the City in determining to change the depository for the 2026 Capital Improvements Account and, further, hereby authorized to execute any such agreements or instruments as shall be necessary in connection therewith). The City may, upon the determination by the Mayor, the City Manager or the Finance Director, hereafter divide the 2026 Capital Improvements Account into two or more accounts, each held at separate financial institutions or depositories, pending use of the same for payment of 2026 Capital Improvements.

Section 28. Provisions Respecting Registration of Series 2026 Warrants to Comply with Provisions of the Code. The City and the Bank recognize that the provisions of the Code require that the Series 2026 Warrants be in "registered form," and that, in general, each Series 2026 Warrant must be registered as to both principal and interest and any transfer of any Series 2026 Warrant must be effected only by the surrender of the old Series 2026 Warrant and by either the reissuance of the old Series 2026 Warrant to a new Holder or the issuance of a new Series 2026 Warrant to a new Holder. The Bank may rely upon an opinion of nationally recognized bond counsel with respect to any question which may arise pertaining to the registration, transfer, exchange or reissuance of Series 2026 Warrants. The provisions of this Ordinance pertaining to the registration, transfer, exchange or reissuance of the Series 2026 Warrants need not or shall not be followed if the Bank receives an opinion of nationally recognized bond counsel that compliance with requirements in addition to or in lieu of the requirements

of this Ordinance pertaining to such registration, transfer, exchange or reissuance is required or permitted under the provisions of the Code or under other applicable laws and regulations.

Section 29. Denominations of Series 2026 Warrants as Initially Issued. The Series 2026 Warrants of each maturity shall be initially issued in Authorized Denominations as requested by the Underwriter and registered in the names of the persons, firms or corporations specified by the Underwriter. If, for any reason, the City is unable to prepare or cause to be prepared Series 2026 Warrants in the Authorized Denominations requested by the Underwriter and registered in the names specified by the Underwriter, the City may deliver one Series 2026 Warrant for each maturity in the principal amount of such maturity, each registered in a name designated by the Underwriter.

Section 30. Provisions for Payment at Par. Each bank at which the Series 2026 Warrants shall at any time be payable, by acceptance of its duties as paying agent therefor, shall be construed to have agreed thereby with the Holders of the Series 2026 Warrants that it will make, out of the funds supplied to it for that purpose, all remittances of principal, interest and premium, if any, on the Series 2026 Warrants in bankable funds at par without any deduction for exchange or other costs, fees or expenses. The City agrees with the Holders of the Series 2026 Warrants that it will pay all charges for fees and expenses which may be made by such bank in the making of remittances in bankable funds of the principal of and interest on any of the Series 2026 Warrants.

Section 31. Concerning the Code. The City recognizes that the Code imposes certain conditions to the exemption from federal income taxation of the interest income on the Series 2026 Warrants. Accordingly, the City agrees that it will continuously comply with all requirements imposed by the Code as a condition to the exemption from federal income taxation of the interest income on the Series 2026 Warrants. Without limiting the generality of the foregoing:

(a) the City will not permit the gross proceeds of the Series 2026 Warrants to be invested or reinvested in a manner that would cause the Series 2026 Warrants to be considered "arbitrage bonds" within the meaning of Section 148 of the Code, and the City will make timely rebate payments to the United States of America as required by Section 148(f) of the Code; and

(b) the City will not apply the proceeds of the Series 2026 Warrants in such a manner that would cause any of the Series 2026 Warrants to be "private activity bonds" within the meaning of the Code.

Section 32. Registration of Series 2026 Warrants in the Book-Entry Only System. The provisions of this Section 32 shall apply with respect to any Series 2026 Warrant registered to CEDE & CO. or any other nominee of DTC while the Book-Entry Only System is in effect and shall, during the period of their application, supersede any contrary provisions of this Ordinance.

The Series 2026 Warrants shall be issued as one fully registered warrant for each maturity in the total principal amount of such maturity. On the date of the initial authentication and delivery of the Series 2026 Warrants, the Series 2026 Warrants shall be registered in the name of CEDE & CO., as nominee of DTC as the Owner of all the Series 2026 Warrants. With respect to Series 2026 Warrants registered in the name of CEDE & CO., as nominee of DTC, the City and the Bank shall have no responsibility or Series 2026 Warrant to any Participant (which means securities brokers and dealers, banks, trust companies, clearing corporations and various other entities, some of whom, or their representatives, own DTC) or to any Beneficial Owner (which means, when used with reference to the Book-Entry Only System, the person who is considered the beneficial owner thereof pursuant to the arrangements for book entry determination of ownership applicable to DTC) with respect to the following: (i) the accuracy of the records of DTC, CEDE & CO. or any participant with respect to any ownership interest in the Series 2026 Warrants, (ii) the delivery to any Participant, any Beneficial Owner or any other person, other than DTC, of any notice with respect to the Series 2026 Warrants, including any notice of redemption, or (iii) the payment to any Participant, or any Beneficial Owner or any other person, other than DTC, of any amount with respect to the principal or purchase price of or premium, if any, or interest on the Series 2026 Warrants. The Bank shall pay all principal of and premium, if any, or interest on the Series 2026 Warrants only to or upon the order of DTC, and all such payments shall be valid and effective fully to satisfy and discharge the City's Series 2026 Warrants with respect to the principal of and premium, if any, and interest on such Series 2026 Warrants to the extent of the sum so paid. No person other than DTC shall receive a Series 2026 Warrant. Upon delivery by DTC to the Bank of written notice to the effect that DTC has determined to substitute a new nominee in place of CEDE & CO., the words "CEDE & CO." in this Section 32 shall refer to such new nominee of DTC.

Upon receipt by the Bank of written notice from DTC to the effect that DTC is unable or unwilling to discharge its responsibilities hereunder, the Bank shall issue, transfer and exchange Series 2026 Warrants as requested by DTC in Authorized Denominations, and whenever DTC requests the Bank to do so, the Bank will cooperate with DTC in taking appropriate action after reasonable notice to arrange for a substitute bond depository willing and able upon reasonable and customary terms to maintain custody of the Series 2026 Warrants registered in whatever name or names the Owners transferring or exchanging such Series 2026 Warrants shall designate, in accordance with this Section 32.

In the event the City determines that it is in the best interests of the Beneficial Owners that they be able to obtain Series 2026 Warrants registered in the name of an Owner other than DTC, the City may so notify DTC and the Bank, whereupon DTC will notify the Participants, of the availability through DTC of such Series 2026 Warrants. In such event, upon the return by DTC of all Series 2026 Warrants held by DTC in the name of Cede & Co., the Bank shall issue, transfer and exchange Series 2026 Warrants in Authorized Denominations as requested by DTC, and whenever DTC requests the City and the Bank to do so, the Bank and the City will cooperate with DTC in taking appropriate action after reasonable notice to make available Series 2026 Warrants registered in whatever name or names the Beneficial Owners transferring or exchanging Series 2026 Warrants shall designate, in accordance with this Section 32.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Series 2026 Warrant is registered in the name of CEDE & CO., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on such Series 2026 Warrant and all notices with respect to such Series 2026 Warrant shall be made and given, respectively, to DTC as provided in their Letter of Representations.

In the event that the Book-Entry Only System pursuant to this Section 32 is discontinued, the Beneficial Owners shall be registered on the Registry Books as the Owners of the Series 2026 Warrants. Subsequent to the discontinuation of the Book-Entry Only System, Series 2026 Warrants may be registered, transferred and exchanged in accordance with the provisions of this Ordinance (other than this Section 32).

Section 33. Defeasance and Deemed Payment of Warrants. In addition to all other circumstances under which any of the Warrants are to be deemed paid and no longer outstanding, any of the Warrants shall be considered as fully paid and no longer outstanding if there shall be filed with the City and submitted to the Bank each of the following:

(a) a trust agreement between the City and a banking corporation or national banking association making provision for the retirement of such Warrants by creating for that purpose an irrevocable trust fund sufficient to provide for payment and retirement of such Warrants (including payment of the interest that will mature thereon until and on the dates they are retired, as such interest becomes due and payable), either by redemption prior to their respective maturities, by payment at their respective maturities or by payment of part thereof at their respective maturities and redemption of the remainder prior to their respective maturities, which said trust fund shall consist of (i) United States

Securities which are not subject to redemption prior to their respective maturities at the option of the issuer and which, if the principal thereof and the interest thereon are paid at their respective maturities, will produce funds sufficient so to provide for payment and retirement of all such Warrants, or (ii) both cash and such United States Securities which together will produce funds sufficient for such purpose, or (iii) cash sufficient for such purpose;

(b) a certified copy of a Resolution adopted by the City Council calling for redemption those of such Warrants that, according to said trust agreement, are to be redeemed prior to their respective maturities; and

(c) an opinion of bond counsel to the City to the effect that the execution and effectuation of the trust agreement referred to in the preceding clause (a) will not result in interest income on such Warrants being subject to federal income taxation.

Section 34. Provisions of Ordinance Severable. The provisions of this Ordinance are hereby declared to be severable. In the event any provision hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this Ordinance.

Section 35. Creation of Contract. The provisions of this Ordinance shall constitute a contract between the City and each Holder of the Series 2026 Warrants.

ADOPTED this 4th day of August, 2026.

_____
Mayor
City of Auburn, Alabama

Attest:

_____
City Manager of
City of Auburn, Alabama

EXHIBIT I

Purchase Contract

EXHIBIT II
Preliminary Official Statement

EXHIBIT III
Form of Official Statement

EXHIBIT IV
Form of Continuing Disclosure Agreement

EXHIBIT V
Form of Escrow Trust Agreement

Agenda Item Summary

Item No. 10 a 1

Council Meeting Date	August 4, 2026
Department	Economic Development
Submitted By	Phillip Dunlap
Agenda Section	Resolutions

Name and address of person(s) or business(es) this item affects:

Industrial Development Board of the
City of Auburn
144 Tichenor Avenue, Suite 2
Auburn, AL 36830

Auburn City Board of Education
855 E Samford Avenue
Auburn, AL 36830

Description of item under consideration

Resolution is for the concurrence with a proposed action by the Industrial Development Board. Resolution 94-171 passed on November 15, 1994, requires Council concurrence on Industrial Development Board actions involving resources.

Resolution concurring with the Industrial Development Board to sell approximately 94.82 acres of property located on Evans Court to the Auburn City Board of Education in the amount of $2,844,300 for the purpose of building a new bus facility.

Why is Council action needed?

Council action is needed to concur with the Industrial Development Board Actions.

Is this a budgeted item?: N/A

RESOLUTION NO._____

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUBURN, ALABAMA, as follows:

WHEREAS, under Resolution No. 94-171, adopted by the City Council on November 15, 1994, the Mayor and the City Manager were authorized to convey to The Industrial Development Board of the City of Auburn certain properties to be used for the recruitment of industry and the development of new infrastructure for industry in the City; and

WHEREAS, as part of said Resolution, the City Council required that prior to the sale, conveyance, lease or change of ownership of the property so conveyed, The Industrial Development Board of the City of Auburn would obtain the approval of the City Council of the City of Auburn; and

WHEREAS, The Industrial Development Board of the City of Auburn has authorized the sale of ±94.82 acres on Evans Court to the Auburn City Board of Education. The parcel will be sold for $2,844,300 for the purpose of building a new bus facility to accommodate the growth of the school system.

NOW THEREFORE the City Council of the City of Auburn, Alabama does concur with and consent to the actions of The Industrial Development Board of the City of Auburn.

BE IT FURTHER RESOLVED by the City Council of the City of Auburn that the Mayor and City Manager, be and hereby are, authorized by the City Council of the City of Auburn, Alabama, to execute all documents, contracts, and other instruments necessary to facilitate the transactions as contemplated by this resolution.

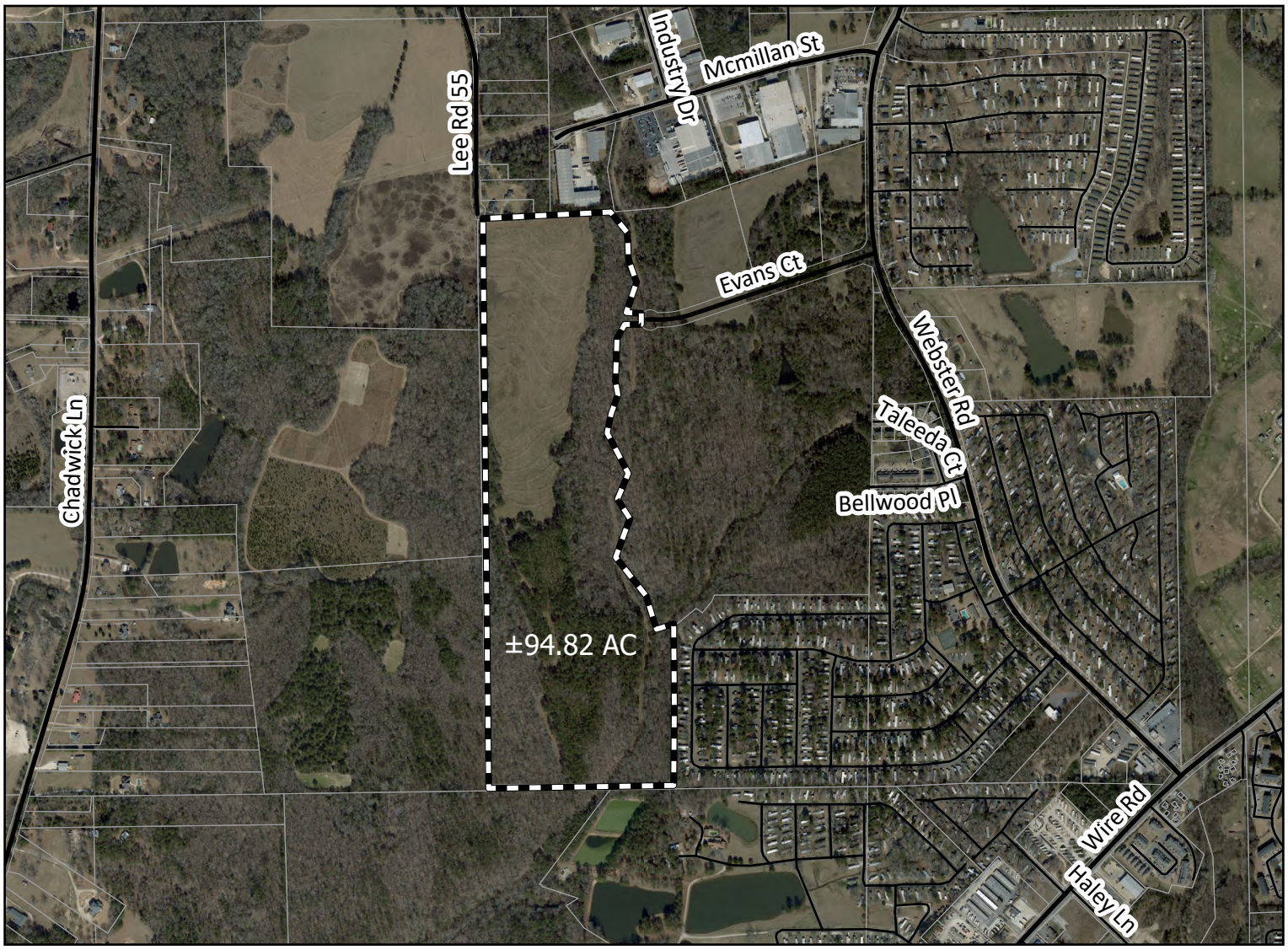
ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 4th day of August, 2026.

_____
Mayor

ATTEST:

_____
City Manager

Evans Court - Lot 2-A
Auburn, Alabama 36832



Subject Property

N

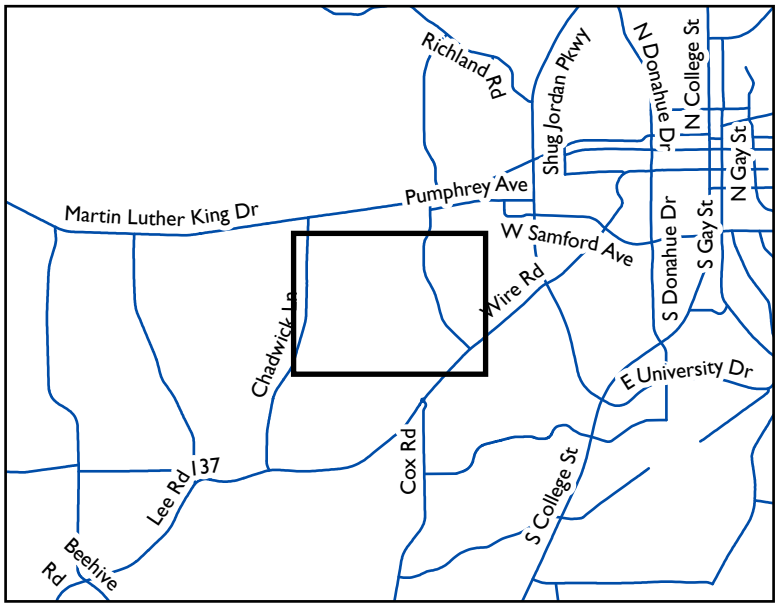
0 300 600 1,200

Feet

Economic Development

7/31/2026

Vicinity Map



The City of Auburn, Alabama does not guarantee or warrant the accuracy of this map or any information contained herein. Information may contain errors and should be verified by an appropriately qualified, licensed and independent professional.

Agenda Item Summary

Item No. 10 a 2

Council Meeting Date	August 4, 2026
Department	Economic Development
Submitted By	Phillip Dunlap
Agenda Section	Resolutions

Name and address of person(s) or business(es) this item affects:

Industrial Development Board of the
City of Auburn
144 Tichenor Avenue, Suite 2
Auburn, AL 36830

Description of item under consideration

Resolution is for the concurrence of the purchase of industrial property by the Industrial Development Board. Resolution 94-171 passed on November 15, 1994 requires Council concurrence on Industrial Development Board actions involving the purchase, sale, or conveyance of property.

The acquisition of about 0.5 acres of industrial property located at 1715 Pumphrey Avenue in the Auburn Industrial Park owned by the Auburn City Board of Education. This property will be used to expand the Winkelmann facility adjacent to the project.

Why is Council action needed?

Council action is needed to concur with the Industrial Development Board Actions.

Is this a budgeted item?: N/A

RESOLUTION NO._____

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUBURN, ALABAMA, as follows:

WHEREAS, under Resolution No. 94-171, adopted by the City Council on November 15, 1994, the Mayor and the City Manager were authorized to convey to The Industrial Development Board of the City of Auburn certain properties to be used for the recruitment of industry and the development of new infrastructure for industry in the City; and

WHEREAS, as part of said Resolution, the City Council required that prior to the sale, conveyance, lease or change of ownership of the property so conveyed, The Industrial Development Board of the City of Auburn would obtain the approval of the City Council of the City of Auburn; and

WHEREAS, The Industrial Development Board of the City of Auburn has authorized the acquisition of ±.5 acres of industrial property for a purchase price of $50,000 located at 1715 Pumphrey Avenue in the Auburn Industrial Park owned by the Auburn City Board of Education. This property will be used to expand the Winkelmann facility adjacent to the property.

NOW THEREFORE the City Council of the City of Auburn, Alabama does concur with and consent to the actions of The Industrial Development Board of the City of Auburn.

BE IT FURTHER RESOLVED by the City Council of the City of Auburn that the Mayor and City Manager, be and hereby are, authorized by the City Council of the City of Auburn, Alabama, to execute all documents, contracts, and other instruments necessary to facilitate the transactions as contemplated by this resolution.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 4th day of August, 2026.

_____
Mayor

ATTEST:

_____
City Manager

1715 Pumphrey Avenue
.5 Acre Property Purchase

AUBURN



Subject Property

N

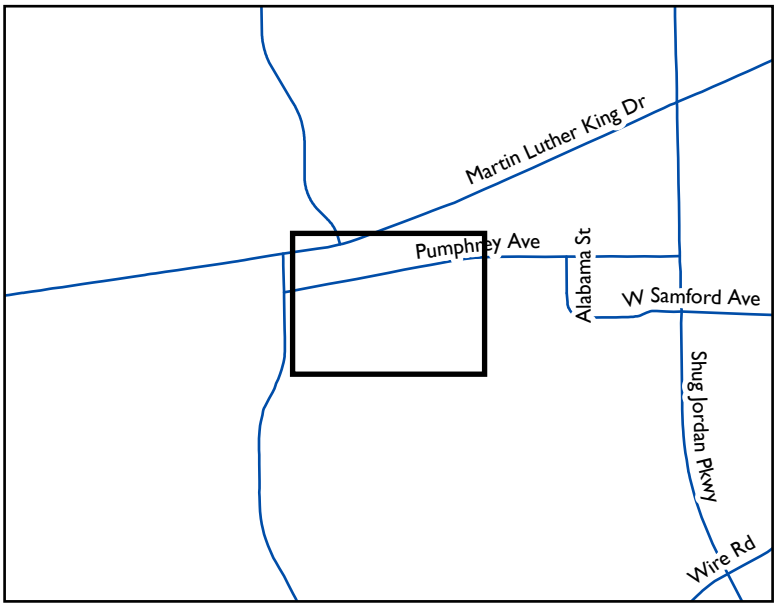
0 80 160 320

Feet

Economic Development

7/31/2026

Vicinity Map



The City of Auburn, Alabama does not guarantee or warrant the accuracy of this map or any information contained herein. Information may contain errors and should be verified by an appropriately qualified, licensed and independent professional.

Agenda Item Summary

Item No. 10 b 1

Council Meeting Date	August 4, 2026
Department	Economic Development
Submitted By	Phillip Dunlap
Agenda Section	Resolutions

Name and address of person(s) or business(es) this item affects:

Inics Battery Solutions Corp
2585 Innovation Dr
Auburn, AL 36832

Description of item under consideration

Resolution providing abatements for non-educational ad valorem taxes and sales and use taxes. Education, hospital, and children's home ad valorem and sales and use taxes are NOT abated. This abatement is in connection to the new injection molding and assembly line investment of Inics Battery Solutions Corp, at their existing location at 2585 Innovation Drive in the Auburn Technology Park West. It includes building modifications and the acquisition of new machinery and equipment. The company anticipates hiring thirty (30) new employees over the next three years with a capital investment of approximately $2,952,098.

Why is Council action needed?

Council action is required to approve the tax abatement pursuant to the provisions of Chapter 9B of Title 40 of the Code of Alabama.

Is this a budgeted item?: N/A

RESOLUTION NO. _____

BE IT RESOLVED by the Mayor and City Council (herein together referred to as the "Council") of the City of Auburn, Alabama (herein referred to as the "City"), a municipal corporation under the laws of Alabama, as follows:

Section 1. The Council does hereby find, declare and ascertain as follows: that INICS Battery Solutions Corp., a Delaware corporation (herein referred to as the "Company"), is considering an expansion of its manufacturing facility located at 2585 Innovation Drive in the City (herein referred to as the "Facility"); that the expansion would involve the construction of certain improvements, additions and enhancements to the Facility and the purchase of machinery, equipment, tooling and other personal property that the Company would install and operate in the Facility (herein referred to as the "Project"); that the Project would enable the Company to enter a new line of business involving the manufacture of automotive lamp assemblies the Company would supply to the automotive industry; that the Project is expected to result in the creation of approximately thirty (30) new full-time jobs and will generally promote trade and commerce in the City and in the State of Alabama; that the Company has submitted to the City a completed Alabama Department of Revenue Form CO: CAA, Application to Granting Authority for Abatement of Taxes, applying for an abatement of ad valorem taxes and sales and use taxes with respect to the Company's capital investment in the real and personal property comprising the Project, a copy of which Application was presented to the meeting at which this resolution is adopted (and which Application is made a part of this resolution as fully and completely as if set forth herein); and that in order to induce the Company to undertake the Project, it is desirable and appropriate for the Council to grant the said tax abatements.

Section 2. Pursuant to the provisions of Act No. 92-599 enacted during the 1992 Regular Session of the Legislature of Alabama and now codified as Chapter 9B of Title 40 of the Code of Alabama (1975), as amended (herein called the "Tax Abatement Act"), the Council hereby grants to the Company an abatement of Noneducational Ad Valorem Taxes and Construction Related Transaction Taxes with respect to its capital investment in the Project. The terms "Noneducational Ad Valorem Taxes" and "Construction Related Transaction Taxes" shall have the same meaning herein as in the Tax Abatement Act. The abatements granted by this resolution shall not include (a) the portion of any ad valorem taxes or sales and use taxes that are assessed, imposed or specially designated for the benefit of the East Alabama Medical Center, children's homes operated by Lee County, Alabama, or the Auburn City Public Schools, and (b) the portion of Noneducational Ad Valorem Taxes and Construction Related

Transaction Taxes that are unabated by Chapter 9I of Title 40 of the Code of Alabama (1975).

Section 3. In order further to induce the Company to undertake the Project, the Mayor is hereby authorized to execute and deliver, for and in the name of the City, a "Tax Abatement Agreement", to provide for the abatements granted in Section 2 above, between the City and the Company in substantially the form presented to the meeting at which this resolution is adopted (which form is made a part of this resolution as fully and completely as if set forth herein) with such changes, not inconsistent with the provisions hereof, as the Mayor shall determine to be necessary or desirable in order to affect the tax abatements granted to the Company by this resolution and the City Manager is hereby authorized to affix the seal of the City to said Tax Abatement Agreement and to attest the same.

Section 4. General Authorization. The Mayor and City Manager are hereby further authorized and directed to execute, deliver, seal and attest such other ancillary documents and certificates as may be necessary to affect the tax abatements granted to the Company by this resolution.

Section 5. Severability Provisions. The various provisions of this resolution are hereby declared to be severable. In the event any provision hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this resolution.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 4th day of August, 2026.

CITY OF AUBURN

By _____

Its Mayor

ATTEST:

By _____

Its City Manager

EXECUTIVE SUMMARY
ESTIMATED ECONOMIC IMPACT OF
INICS BATTERY SOLUTIONS CORP

Total Capital Investment:	**$**	**2,952,098**
Number of New Jobs:		**30**
Estimated Annual Payroll:	**$**	**1,580,000**

Estimated Annual Occupational License Fee From Wages Above:		$	15,800.00
Estimated Ad Valorem (Property) Tax for City:			9,446.71
TOTAL DIRECT ANNUAL TAX IMPACT FOR THE CITY:		$	25,246.71
Estimated Annual Payroll:	$ 1,580,000.00		
	x 30.21% ^		
Estimated Spending in Auburn:	$ 477,318.00		
Local Sales Tax Rate:	x 4%		
TOTAL INDIRECT SALES TAX IMPACT:		$	19,092.72
TOTAL ANNUAL TAX IMPACT (DIRECT AND INDIRECT):		$	44,339.43
Over Ten Years:			x 10
ESTIMATED TEN YEAR DIRECT AND INDIRECT TAX IMPACT:		**$**	**443,394.34**

Estimated Sales Tax Not Abated from Capital Investment (collected at the County level):

Sales Tax on Building Materials		$	2,715.34
Sales Tax on Equipment		$	24,778.62
Sales Tax on Non-Manufacturing Equipment		$	2,868.46
TOTAL TRANSACTION TAX IMPACT:		$	30,362.42 *
AUBURN'S SHARE FOR SCHOOLS (1/3)		$	10,120.81
COMBINED TOTAL ESTIMATED TEN YEAR TAX IMPACT:		**$**	**453,515.14**

^ It is estimated that 30.21% percent of every initial $1 of gross payrolls are spent in Auburn on taxable goods. This percentage is based on a conservative calculation involving six rounds of spending for every one dollar. In Round 1, the dollar is discounted by 30% to account for payroll taxes and benefits; it is then further discounted by 60% for outside leakage. Each subsequent round is also discounted by 60% for leakage. After the initial $1.00 of gross payroll turns over six times in the local economy, the City of Auburn will have received a direct impact of $0.465. This number is further discounted to account for the amount spent on taxable goods as opposed to services. An estimate of 65% for taxable goods has been applied, producing the overall $0.3021 (30.21%) rate.

* Represents the County portion, which is designated for schools; Auburn gets a pro-rata share of this collected tax, based on enrollment. Assumed to be 1/3 for a simple analysis, assuming equal share for all three systems within the county.

TAX ABATEMENT ESTIMATE
INICS BATTERY SOLUTIONS CORP

Estimated Amounts of Taxes to be Abated:

I. Non-Educational Ad Valorem Taxes :

1.) Existing building purchase and renovation in Auburn (includes land):

Value: $ 310,324 **x** 20% Assessment
17 mills Abated (non-educational taxes*) = $ 1,055 annually

2.) Manufacturing equipment to be purchased for use in Auburn:

Value: $ 2,477,862 **x** 20% Assessment
17 mills Abated (non-educational taxes*) = $ 8,425 annually

3.) Non-manufacturing equipment (Personal Property) to be purchased/used in Auburn:

Value: $ 163,912 **x** 20% Assessment
17 mills Abated (non-educational taxes*) = $ 557 annually

Estimated Total Ad Valorem Taxes Abated = $ 10,037 annually
x10 years

Ten Year Total = $ 100,371

(*37 Mills are not abated)

II. Non-Educational Sales and Use Taxes:

Abatement for Sales Taxes = 7.25% (1.0% County-wide Schools and 0.75% State not abated)
Abatement for Machinery in Mfg. = 2.25% (0.25% County-wide Schools and 0.75% State not abated)

1.) Sales taxes for building materials used in Construction:
Building Value: $ 310,324 **x** 50%
$ 155,162 **x** 7.25%= $ 11,249

2) Manufacturing Equipment purchased for use in Auburn:
Equipment Value:
$ 2,477,862 **x** 2.25% = $ 55,752

3.) Non-Manufacturing equipment (Personal Property) to be purchased and used in Auburn:
Personal Property Value:
$ 163,912 **x** 7.25% = $ 11,884

Estimated Total Sales and Use Tax Abatement: (****One Time Only**) $ 78,885 **

Estimated Total Value of Abatements= **$ 179,256** ***

III. Estimated Value of Abatements by Beneficiary:

State of Alabama

General Sales Tax = 4% (3.25% abated)	$ 10,369.91	
Manufacturing Sales Tax = 1.5% (0.75% abated)	18,583.97	
Property Tax = 6.5 mills (2.5 abated) for 10 years	14,760.49	
		$ 43,714

Lee County

General Sales Tax = 1% (none abated)	$ -	
Manufacturing Sales Tax = 0.25% (none abated)	-	
Property Tax = 21.5 mills (9.5 abated) for 10 years	56,089.86	
		$ 56,090

City of Auburn

General Sales Tax = 4% (all abated)	$ 12,762.96	
Manufacturing Sales Tax = 1.5% (all abated)	37,167.93	
Property Tax = 26 mills (5 abated) for 10 years	29,520.98	
		$ 79,452

Estimated Total Value of Abatements= **$ 179,256** ***

*****NOTE: THESE ARE NEW TAXES BEING ABATED; THEY WOULD NOT EXIST WITHOUT THE PROJECT*****

TAX GENERATION ESTIMATE
INICS BATTERY SOLUTIONS CORP

Estimated Amounts of Taxes NOT to be Abated:

I. Ad Valorem Taxes :

1.) Exisiting building purchase and renovation in Auburn (includes land):

Value:	$ 310,324	**x** 20% Assessment		
37 mills NOT Abated (educational taxes*) =			$ 2,296	annually

2.) Manufacturing equipment to be purchased for use in Auburn:

Value:	$ 2,477,862	**x** 20% Assessment		
37 mills NOT Abated (educational taxes*) =			$ 18,336	annually

3.) Non-manufacturing equipment (Personal Property) to be purchased/used in Auburn:

Value:	$ 163,912	**x** 20% Assessment		
37 mills NOT Abated (educational taxes*) =			$ 1,213	annually
Estimated Total Ad Valorem Taxes NOT Abated =			$ 21,846	annually
			x10	years
Ten Year Total =				$ 218,455

II. Non-Educational Sales and Use Taxes:

Abatement for Sales Taxes =	7.25%	(1.0% County-wide Schools and 0.75% State not abated)
Abatement for Machinery in Mfg. =	2.25%	(0.25% County-wide Schools and 0.75% State not abated)

1.) Sales taxes for building materials used in Construction:
Building Value: $ 310,324 **x** 50%
$ 155,162 **x** 1.75%= $ 2,715

2) Manufacturing Equipment purchased for use in Auburn:
Equipment Value:
$ 2,477,862 **x** 1.0% = $ 24,779

3.) Non-Manufacturing equipment (Personal Property) to be purchased and used in Auburn:
Personal Property Value:
$ 163,912 **x** 1.75% = $ 2,868

Estimated Total Sales and Use Tax Abatement: (****One Time Only**) $ 30,362 **

Estimated Total Value of New Taxes (NOT Abated) = $ 248,818 ***

III. Estimated Value of Taxes by Beneficiary:

State of Alabama		
General Sales Tax = 4% (3.25% abated)	$ 2,393.06	
Manufacturing Sales Tax = 1.5% (0.75% abated)	18,583.97	
Property Tax = 6.5 mills (2.5 abated) for 10 years	23,616.78	
		$ 44,594
Lee County		
General Sales Tax = 1% (none abated)	$ 3,190.74	
Manufacturing Sales Tax = 0.25% (none abated)	6,194.66	
Property Tax = 21.5 mills (9.5 abated) for 10 years	70,850.35	
		$ 80,236
City of Auburn		
General Sales Tax = 4% (all abated)	$ -	
Manufacturing Sales Tax = 1.5% (all abated)	-	
Property Tax = 26 mills (5 abated) for 10 years	123,988.12	
		$ 123,988

Estimated Total Value of New Taxes (NOT Abated) = $ 248,818 ***

*****NOTE: THESE ARE NEW TAXES, NOT CURRENTLY GENERATED ELSEWHERE*****

Form CO: CAA
6/15

ALABAMA DEPARTMENT OF REVENUE
Application to Granting Authority for Abatement of Taxes

Under Chapter 9B, Title 40, *Code of Alabama 1975*

Noneducational Sales and Use Taxes, Noneducational Property Taxes, and/or Mortgage and Recording Taxes

This form is to be submitted to the granting authority for consideration in granting an abatement of all state and local noneducational property taxes, all construction related transaction (sales and use) taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or mortgage and recording fees, in accordance with the provisions of Section 40-9B-1 et seq., *Code of Alabama 1975.*

1a. TYPE OF ABATEMENT APPLYING FOR:
☒ Sales & Use Taxes ☒ Property Taxes ☐ Mortgage & Recording Taxes

2. PROJECT NAICS CODE: 3 3 6 3 9 0

1b. IS APPLICANT REQUESTING PROPERTY TAX ABATEMENT FOR A PERIOD LONGER THAN 10 YEARS?
☐ Yes ☒ No

3. TYPE OF PROJECT:
☐ New Project ☒ Major Addition To An Existing Facility

4. DOES MAJOR ADDITION EQUAL THE LESSER OF: (CHECK APPLICABLE BOX)
☒ $2,000,000 – *OR* – ☐ 30% of original cost of existing property, original cost $_____

5. PROJECT APPLICANT: Inics Battery Solutions Corp

DBA:

6. ADDRESS OF APPLIC ANT: 2585 Innovation Dr

CITY: Auburn

STATE: AL

ZIP CODE: 36832

7. NAME OF CONTACT PERSON: Byoungduk Chae

EMAIL ADDRESS: gyil@inics.kr

TELEPHONE NUMBER: (334) 962-7061

8. DATE COMPANY ORGANIZED: 02/16/2023

9. PHYSICAL LOCATION OF PROJECT: 2585 Innovation DR

CITY *(IF OUTSIDE CITY LIMITS, PLEASE INDICATE)*: Auburn

COUNTY: Lee

ZIP CODE: 36832

10. BRIEF DESCRIPTION OF PROJECT *(ATTACH A COMPLETE AND DETAILED LISTING OF PROJECT PROPERTY COSTS TO ENABLE A COST/BENEFIT ANALYSIS BY GRANTING AUTHORITY)*:
Injection molding and assembly line investment for the newly secured automotive lamp business for Hyundai and Kia.

11. ESTIMATED DATE CONSTRUCTION WILL BEGIN: 08/04/2026

12. ESTIMATED DATE CONSTRUCTION WILL BE COMPLETED: 12/31/2027

13. ESTIMATED DATE PROPERTY WILL BE PLACED IN SERVICE: 12/31/2027

14. HAVE BONDS BEEN ISSUED FOR PROJECT:
☒ No ☐ Yes If yes, date bonds issued:

15. WILL BONDS BE ISSUED FOR PROJECT
☒ No ☐ Yes If yes, projected date of issue:

16. ESTIMATED NUMBER OF NEW EMPLOYEES	17. ESTIMATED ANNUAL PAYROLL OF NEW EMPLOYEES	Estimated Investment for Project	18. COST OR VALUE FOR PROPERTY TAX	19. COST SUBJECT TO SALES TAX
INITIALLY 15	INITIALLY $ 680,000	a. Land (if donated, show market value)	18a	XXXXXXXXXX
YEAR 1 10	YEAR 1 $ 600,000	b. Existing Building(s) (if any)	18b	XXXXXXXXXX
YEAR 2 5	YEAR 2 $ 300,000	c. Existing Personal Property (if any)	18c	XXXXXXXXXX
YEAR 3	YEAR 3	d. New Building(s) and/or New Additions to Existing Building(s) (19d = building materials *only*)	18d $ 310,324	19d $ 155,162
This form may be used as the application to the granting authority required by Section 40-9B-6(a), *Code of Alabama 1975.* The information requested here is required by Section 40-9B-6 and Section 40-2-11(7), *Code of Alabama 1975.*		e. New Manufacturing Machinery	18e $ 2,477,862	19e $ 2,477,862
		f. Other New Personal Property (non-mfg machinery, office equipment, computers, etc.)	18f $ 163,912	19f $ 163,912
		g. **TOTALS** (PROPERTY TAX TOTAL MUST EQUAL TOTAL PROJECT INVESTMENT. SALES TAX TOTAL WILL BE LESS.)	18g $ 2,952,098	19g $ 2,796,936

The abatement of noneducational property taxes is based on the market value of specific assets; therefore, the actual amount of taxes abated is determined each year as the property is assessed and valued. An abatement of noneducational sales and use taxes shall apply only to tangible personal property and taxable services incorporated into private use industrial property, the cost of which may be added to capital account with respect to the property, determined without regard to any rule which permits expenditures properly chargeable to capital account to be treated as current expenses. No abatement of sales and use taxes shall extend beyond the date private use industrial property is placed in service. A verification inspection of qualifying property will be conducted by the Alabama Department of Revenue to insure compliance with Section 40-9B-1 et seq., *Code of Alabama 1975*, as amended.

I hereby affirm that, to the best of my knowledge and belief, the information in this application and any accompanying statement, schedules, and other information is true, correct and complete.

Byoungduk Chae
NAME (PRINT)

SIGNATURE

General Manager
TITLE

06/24/2026
DATE

TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement (this "Agreement"), effective as of the 4th day of August, 2026, is entered into by and between the City of Auburn, Alabama, a municipal corporation under the laws of the State of Alabama (the "City"), and INICS Battery Solutions Corp., a corporation organized under the laws of the State of Delaware (the "Company").

R E C I T A L S:

In order to promote local industrial and commercial development, the Company proposes to undertake a "major addition" (within the meaning of Section 40-9B-3(11) of the Code of Alabama (1975)) at its manufacturing facility located at 2585 Innovation Drive in the City (the "Facility"). The major addition to the Facility will involve (i) the construction of certain improvements, additions and enhancements to the Facility (collectively, the "Facility Improvements") and (ii) the purchase of certain equipment, machinery, tooling and other personal property (collectively, the "Equipment") the Company will install and operate at the Facility to enter a new line of business involving the manufacture of automotive lamp assemblies the Company will supply to the automotive industry (the Facility Improvements and the Equipment, together, referred to herein as the "Project").

The Company requested that the City grant certain tax abatements with respect to the Project pursuant to the provisions of Act No. 92-599 enacted at the 1992 Regular Session of the Legislature of Alabama, now codified as Chapter 9B of Title 40 of the Code of Alabama (1975), as amended (herein referred to as the "Tax Abatement Act"). At a meeting of the City Council held on August 4, 2026, the City Council granted the tax abatements requested by the Company in connection with the Project. This Agreement is entered into between the City and the Company pursuant to Section 6(b) of the Tax Abatement Act.

NOW, THEREFORE, in consideration of the respective agreements on the part of the City and the Company herein contained, the City and the Company do hereby agree as follows:

Section 1. To the fullest extent permitted by the Tax Abatement Act, the City grants to the Company an abatement of Noneducational Ad Valorem Taxes and Construction Related Transaction Taxes with respect to the Project; provided, however, that any such Taxes imposed, assessed or specially designated for the benefit of the East Alabama Medical Center, children's homes operated by Lee County, Alabama or the Auburn City public school system shall not be abated, and the portion of any such Taxes that are unabated by Chapter 9I of Title 40 of the Code of Alabama (1975) shall not be abated. The terms "Noneducational Ad Valorem Taxes" and "Construction Related Transaction Taxes" shall have the same meanings herein as in the Tax Abatement Act. As a basis for the abatements granted by the City, the City hereby finds and declares (in reliance, in part, upon certain information supplied by the Company) as follows:

(a) The estimated approximate amounts of the taxes abated pursuant to this Agreement are as follows:

(i) Noneducational Ad Valorem Taxes: $10,037.00 per year (annual average over ten-year period); and

(ii) Construction-Related Transaction Taxes: $78,885.00.

(b) The abatement of Noneducational Ad Valorem Taxes granted to the Company shall have a Maximum Exemption Period (as defined in the Tax Abatement Act) of ten (10) years for the Facility Improvements and for each item of Equipment and other personal property acquired by the Company in connection with the Project, said abatement to commence on (i) the October 1st following the date on which the Facility Improvements are completed and (ii) the October 1st following the date on which each item of Equipment and other personal property becomes owned, for federal income tax purposes, by the Company.

Section 2. The Company hereby represents as follows with respect to the Project, all as more fully described in the Alabama Department of Revenue Form CO: CAA, Application to Granting Authority for Abatement of Taxes, heretofore submitted to the City:

(a) The total amount to be invested by the Company in the Project, including the construction of the Facility Improvements and the purchase and installation of the Equipment, is anticipated to be approximately $2,952,098.00;

(b) No part of the real or personal property constituting the Project has been placed in service in Alabama prior to the execution and delivery of this Agreement;

(c) The business of the Company conducted at the Facility constitutes an industrial or research enterprise described in Code 336390 of the 2022 North American Industry Classification System, promulgated by the Executive Office of the President of the United States, Office of Management and Budget; and

(d) The Company expects that initially it will hire fifteen (15) new employees in connection with the Project with an estimated annual payroll of $680,000.00; that it will hire ten (10) new employees during the first year following commencement of the Project with an estimated annual payroll of $600,000.00; that it will hire five (5) new employees during the second year following commencement of the Project with an estimated annual payroll of $300,000.00; and that it will not hire any new employees during the third year following commencement of the Project.

Section 3. The Company releases the City from, and will indemnify and hold the City, its Council members, officers, employees and agents harmless against, any and all claims and liabilities of any character or nature whatsoever asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the Project, including, without limiting the generality of the foregoing,

(a) obligations for the payment of any costs associated with the Project which the Company fails or refuses to pay, and

(b) any destruction of or damage to property or any injury to or death of any person or persons caused by or related to the Project.

(c) The Company will also pay or reimburse all legal or other expenses reasonably incurred by the City, its Council members, officers, agents and employees in connection with the investigation or defense of any action or proceeding, whether or not resulting in liability, with respect to any claim, liability or loss in respect of which indemnity may be sought against the Company under the provisions of this Section 3.

Section 4. The Company represents to the City as follows:

(a) that the granting of the tax abatements described herein is an important consideration in the Company's decision whether to proceed with the Project, including the construction of the Facility Improvements, the purchase and installation of the Equipment, and the hiring of additional employees needed to operate the Equipment, all in the City of Auburn, Alabama;

(b) that the Company is being induced, in part, to arrange for and proceed with the Project in reliance on the undertakings of the City herein contained;

(c) that the Company is a corporation organized under the laws of the State of Delaware and has the power to enter into, and to perform and observe the agreements and covenants on its part contained in, this Agreement; and

(d) the execution and delivery of this Agreement on its part have been duly authorized by all necessary action.

Section 5. The City represents to the Company (a) that it has corporate power under the constitution and laws of the State of Alabama (including particularly the provisions of the Tax Abatement Act) to carry out the provisions of this Agreement, and (b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by its City Council.

Section 6. This Agreement shall be effective as of the 4th day of August, 2026, the date on which the City adopted Resolution No. 26-_____ approving the tax abatements described herein, upon its execution in full by the City and the Company and shall be binding upon and shall inure to the benefit of, the City and the Company and their respective successors and assigns.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the City and the Company have caused this Agreement to be executed in their respective names and have caused their respective seals to be hereunto affixed, all by their duly authorized officers, in six (6) counterparts, each of which shall be deemed an original, and have caused this Agreement to be executed and delivered on this 4th day of August, 2026.

CITY OF AUBURN, ALABAMA

By: _____

Its: Mayor

ATTEST:

By: _____

Its: City Manager

INICS BATTERY SOLUTIONS CORP.

By: _____
Name: _____
Its: _____

Agenda Item Summary

Item No. 10 b 2

Council Meeting Date	August 4, 2026
Department	Economic Development
Submitted By	Phillip Dunlap
Agenda Section	Resolutions

Name and address of person(s) or business(es) this item affects:

Seohan Auto USA Corporation
246 Teague Ct
Auburn, AL 36832

Description of item under consideration

Resolution providing abatements for non-educational ad valorem taxes and sales and use taxes. Education, hospital, and children's home ad valorem and sales and use taxes are NOT abated. This abatement is in connection to a new facility being constructed for Seohan Auto USA Corp located at 3100 Haygood Court in Auburn Technology Park West. It includes the acquisition of the land, the construction of the building and the acquisition of new machinery and equipment. The company anticipates hiring ninety-two (92) new employees over the next three years with a capital investment of approximately $63,590,000.

Why is Council action needed?

Council action is required to approve the tax abatement pursuant to the provisions of Chapter 9B of Title 40 of the Code of Alabama.

Is this a budgeted item?: N/A

RESOLUTION NO. _____

BE IT RESOLVED by the Mayor and City Council (herein together referred to as the "Council") of the City of Auburn (herein referred to as the "City"), a municipal corporation under the laws of Alabama, as follows:

Section 1. The Council does hereby find, declare and ascertain as follows: that Seohan Auto USA Corporation, an Alabama corporation (herein referred to as the "Company"), proposes to develop, design, construct, equip, own and operate an industrial facility on property located at 3100 Haygood Court in the City that the Company would purchase from The Industrial Development Board of the City of Auburn pursuant to a capital lease (herein referred to as the "New Facility"); that the Company proposes to purchase certain machinery, equipment, tooling and other personal property that it would install and operate at the New Facility and at two existing industrial facilities owned by the Company located at 246 Teague Court and 2590 Innovation Drive in the City (herein collectively referred to as the "Equipment") to expand its capacity for machining and assembly of parts and components used to produce axle and steering assemblies the Company supplies to the automotive industry (herein referred to as the "Project"); that the Project is expected to result in the creation of approximately ninety-two (92) new full-time jobs and will generally promote trade and commerce in the City and in the State of Alabama; that the Company has submitted to the City a completed Alabama Department of Revenue Form CO: CAA, Application to Granting Authority for Abatement of Taxes, applying for an abatement of ad valorem taxes and sales and use taxes with respect to the Company's capital investment in the New Facility and the Equipment, a copy of which Application was presented to the meeting at which this resolution is adopted (and which Application is made a part of this resolution as fully and completely as if set forth herein); and that in order to induce the Company to undertake the Project, it is desirable and appropriate for the Council to grant the said tax abatements.

Section 2. Pursuant to the provisions of Act No. 92-599 enacted during the 1992 Regular Session of the Legislature of Alabama and now codified as Chapter 9B of Title 40 of the Code of Alabama (1975), as amended (herein called the "Tax Abatement Act"), the Council hereby grants to the Company an abatement of Noneducational Ad Valorem Taxes and Construction Related Transaction Taxes for the Company's capital investment in the New Facility and the Equipment. The terms "Noneducational Ad Valorem Taxes" and "Construction Related Transaction Taxes" shall have the same meaning herein as in the Tax Abatement Act. The abatements granted by this resolution shall not include (a) the portion of any ad valorem taxes or sales and

use taxes that are assessed, imposed or specially designated for the benefit of the East Alabama Medical Center, children's homes operated by Lee County, Alabama, or the Auburn City Public Schools, and (b) the portion of Noneducational Ad Valorem Taxes and Construction Related Transaction Taxes that are unabated by Chapter 9I of Title 40 of the Code of Alabama (1975).

Section 3. In order further to induce the Company to undertake the Project, the Mayor is hereby authorized to execute and deliver, for and in the name of the City, a "Tax Abatement Agreement", to provide for the abatements granted in Section 2 above, between the City and the Company in substantially the form presented to the meeting at which this resolution is adopted (which form is made a part of this resolution as fully and completely as if set forth herein) with such changes, not inconsistent with the provisions hereof, as the Mayor shall determine to be necessary or desirable in order to effect the tax abatements granted to the Company by this resolution and the City Manager is hereby authorized to affix the seal of the City to said Tax Abatement Agreement and to attest the same.

Section 4. General Authorization. The Mayor and City Manager are hereby further authorized and directed to execute, deliver, seal and attest such other ancillary documents and certificates as may be necessary to affect the tax abatements granted to the Company by this resolution.

Section 5. Severability Provisions. The various provisions of this resolution are hereby declared to be severable. In the event any provision hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this resolution.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 4th day of August, 2026.

CITY OF AUBURN

By _____

Its Mayor

ATTEST:

By _____

Its City Manager

EXECUTIVE SUMMARY
ESTIMATED ECONOMIC IMPACT OF
SEOHAN AUTO USA CORPORATION

Total Capital Investment:	**$**	**63,590,000**
Number of New Jobs:		**92**
Estimated Annual Payroll:	**$**	**4,600,000**

Estimated Annual Occupational License Fee From Wages Above:			$ 46,000.00
Estimated Ad Valorem (Property) Tax for City:			203,488.00
	TOTAL DIRECT ANNUAL TAX IMPACT FOR THE CITY:		$ 249,488.00
Estimated Annual Payroll:	$ 4,600,000.00		
	x 30.21% ^		
Estimated Spending in Auburn:	$ 1,389,660.00		
Local Sales Tax Rate:	x 4%		
	TOTAL INDIRECT SALES TAX IMPACT:		$ 55,586.40
	TOTAL ANNUAL TAX IMPACT (DIRECT AND INDIRECT):		$ 305,074.40
	Over Ten Years:		x 10
ESTIMATED TEN YEAR DIRECT AND INDIRECT TAX IMPACT:			**$ 3,050,744.00**

Estimated Sales Tax Not Abated from Capital Investment (collected at the County level):			
	Sales Tax on Building Materials		$ 428,645.00
	Sales Tax on Equipment		$ 136,020.00
	Sales Tax on Non-Manufacturing Equipment		$ 17,500.00
	TOTAL TRANSACTION TAX IMPACT:		$ 582,165.00 *
	AUBURN'S SHARE FOR SCHOOLS (1/3)		$ 194,055.00
COMBINED TOTAL ESTIMATED TEN YEAR TAX IMPACT:			**$ 3,244,799.00**

^ It is estimated that 30.21% percent of every initial $1 of gross payrolls are spent in Auburn on taxable goods. This percentage is based on a conservative calculation involving six rounds of spending for every one dollar. In Round 1, the dollar is discounted by 30% to account for payroll taxes and benefits; it is then further discounted by 60% for outside leakage. Each subsequent round is also discounted by 60% for leakage. After the initial $1.00 of gross payroll turns over six times in the local economy, the City of Auburn will have received a direct impact of $0.465. This number is further discounted to account for the amount spent on taxable goods as opposed to services. An estimate of 65% for taxable goods has been applied, producing the overall $0.3021 (30.21%) rate.

* Represents the County portion, which is designated for schools; Auburn gets a pro-rata share of this collected tax, based on enrollment. Assumed to be 1/3 for a simple analysis, assuming equal share for all three systems within the county.

TAX ABATEMENT ESTIMATE
SEOHAN AUTO USA CORPORATION

Estimated Amounts of Taxes to be Abated:

I. Non-Educational Ad Valorem Taxes :

1.) Existing building purchase and renovation in Auburn (includes land):

Value: $ 48,988,000 **x** 20% Assessment
17 mills Abated (non-educational taxes*) = $ 166,559 annually

2.) Manufacturing equipment to be purchased for use in Auburn:

Value: $ 13,602,000 **x** 20% Assessment
17 mills Abated (non-educational taxes*) = $ 46,247 annually

3.) Non-manufacturing equipment (Personal Property) to be purchased/used in Auburn:

Value: $ 1,000,000 **x** 20% Assessment
17 mills Abated (non-educational taxes*) = $ 3,400 annually

Estimated Total Ad Valorem Taxes Abated = $ 216,206 annually
x10 years

Ten Year Total = $ 2,162,060

(*37 Mills are not abated)

II. Non-Educational Sales and Use Taxes:

Abatement for Sales Taxes = 7.25% (1.0% County-wide Schools and 0.75% State not abated)
Abatement for Machinery in Mfg. = 2.25% (0.25% County-wide Schools and 0.75% State not abated)

1.) Sales taxes for building materials used in Construction:
Building Value: $ 47,880,000 **x** 50%
$ 23,940,000 **x** 7.25%= $ 1,735,650

2) Manufacturing Equipment purchased for use in Auburn:
Equipment Value:
$ 13,602,000 **x** 2.25% = $ 306,045

3.) Non-Manufacturing equipment (Personal Property) to be purchased and used in Auburn:
Personal Property Value:
$ 1,000,000 **x** 7.25% = $ 72,500

Estimated Total Sales and Use Tax Abatement: (****One Time Only**) $ 2,114,195 **

Estimated Total Value of Abatements= **$ 4,276,255** ***

III. Estimated Value of Abatements by Beneficiary:

State of Alabama

General Sales Tax = 4% (3.25% abated)	$ 810,550.00	
Manufacturing Sales Tax = 1.5% (0.75% abated)	102,015.00	
Property Tax = 6.5 mills (2.5 abated) for 10 years	317,950.00	
		$ 1,230,515

Lee County

General Sales Tax = 1% (none abated)	$ -	
Manufacturing Sales Tax = 0.25% (none abated)	-	
Property Tax = 21.5 mills (9.5 abated) for 10 years	1,208,210.00	
		$ 1,208,210

City of Auburn

General Sales Tax = 4% (all abated)	$ 997,600.00	
Manufacturing Sales Tax = 1.5% (all abated)	204,030.00	
Property Tax = 26 mills (5 abated) for 10 years	635,900.00	
		$ 1,837,530

Estimated Total Value of Abatements= **$ 4,276,255** ***

*****NOTE: THESE ARE NEW TAXES BEING ABATED; THEY WOULD NOT EXIST WITHOUT THE PROJECT*****

TAX GENERATION ESTIMATE
SEOHAN AUTO USA CORPORATION

Estimated Amounts of Taxes NOT to be Abated:

I. Ad Valorem Taxes :

1.) Exisiting building purchase and renovation in Auburn (includes land):

Value: $ 48,988,000 **x** 20% Assessment			
37 mills NOT Abated (educational taxes*) =	$ 362,511	annually	

2.) Manufacturing equipment to be purchased for use in Auburn:

Value: $ 13,602,000 **x** 20% Assessment			
37 mills NOT Abated (educational taxes*) =	$ 100,655	annually	

3.) Non-manufacturing equipment (Personal Property) to be purchased/used in Auburn:

Value: $ 1,000,000 **x** 20% Assessment			
37 mills NOT Abated (educational taxes*) =	$ 7,400	annually	
Estimated Total Ad Valorem Taxes NOT Abated =	$ 470,566	annually	
	x10	years	
Ten Year Total =			$ 4,705,660

II. Non-Educational Sales and Use Taxes:

Abatement for Sales Taxes =	7.25%	(1.0% County-wide Schools and 0.75% State not abated)
Abatement for Machinery in Mfg. =	2.25%	(0.25% County-wide Schools and 0.75% State not abated)

1.) Sales taxes for building materials used in Construction:
Building Value: $ 48,988,000 **x** 50%
$ 24,494,000 **x** 1.75%= $ 428,645

2) Manufacturing Equipment purchased for use in Auburn:
Equipment Value:
$ 13,602,000 **x** 1.0% = $ 136,020

3.) Non-Manufacturing equipment (Personal Property) to be purchased and used in Auburn:
Personal Property Value:
$ 1,000,000 **x** 1.75% = $ 17,500

Estimated Total Sales and Use Tax Abatement: (****One Time Only**) $ 582,165 **

Estimated Total Value of New Taxes (NOT Abated) = $ 5,287,825 *

III. Estimated Value of Taxes by Beneficiary:

State of Alabama			
General Sales Tax = 4% (3.25% abated)	$ 191,205.00		
Manufacturing Sales Tax = 1.5% (0.75% abated)	102,015.00		
Property Tax = 6.5 mills (2.5 abated) for 10 years	508,720.00		
		$ 801,940	
Lee County			
General Sales Tax = 1% (none abated)	$ 254,940.00		
Manufacturing Sales Tax = 0.25% (none abated)	34,005.00		
Property Tax = 21.5 mills (9.5 abated) for 10 years	1,526,160.00		
		$ 1,815,105	
City of Auburn			
General Sales Tax = 4% (all abated)	$ -		
Manufacturing Sales Tax = 1.5% (all abated)	-		
Property Tax = 26 mills (5 abated) for 10 years	2,670,780.00		
		$ 2,670,780	

Estimated Total Value of New Taxes (NOT Abated) = $ 5,287,825 *

*****NOTE: THESE ARE NEW TAXES, NOT CURRENTLY GENERATED ELSEWHERE*****

Form CO: CAA
5/26

ALABAMA DEPARTMENT OF REVENUE
Application to Granting Authority for Abatement of Taxes

Under Chapter 9B, Title 40, *Code of Alabama 1975*

Unabated Sales and Use Taxes, Property Taxes, and/or Mortgage and Recording Taxes

This form must be used to request an abatement from the granting authority for eligible state and local noneducational/unabated property taxes and sales & use taxes, and/or mortgage and recording taxes, in accordance with Section 40-9B-1 et seq., Code of Alabama 1975.

1a. TYPE OF ABATEMENT APPLYING FOR:
☒ Sales & Use Taxes ☒ Property Taxes ☐ Mortgage & Recording Taxes

2. PROJECT NAICS CODE: 3 3 6 3 5 0

1b. IS APPLICANT REQUESTING PROPERTY TAX ABATEMENT FOR A PERIOD LONGER THAN 10 YEARS?
☐ Yes ☒ No

3. TYPE OF PROJECT:
☒ New Project ☐ Major Addition To An Existing Facility

4. DOES MAJOR ADDITION EQUAL THE LESSER OF: (CHECK APPLICABLE BOX)
☐ $2,000,000 – *OR* – ☐ 30% of original cost of existing property, original cost $_____

5. PROJECT APPLICANT: Seohan auto USA Corporation

DBA:

6. ADDRESS OF APPLICANT: 246 Teague Ct

CITY: Auburn

STATE: AL

ZIP CODE: 36832

7. NAME OF CONTACT PERSON: Eunyeong Jo

EMAIL ADDRESS: 3000083@seohan.com

TELEPHONE NUMBER: (334) 332-3938

8. DATE COMPANY ORGANIZED: February 20, 2007

9. PHYSICAL LOCATION OF PROJECT: 3100 Haygood Ct, 246 Teague Ct, 2590 Innovation Dr

CITY *(IF OUTSIDE CITY LIMITS, PLEASE INDICATE)*: Auburn

COUNTY: Lee

ZIP CODE: 36832

10. BRIEF DESCRIPTION OF PROJECT ***(ATTACH A COMPLETE AND DETAILED LISTING OF PROJECT PROPERTY COSTS TO ENABLE A COST/BENEFIT ANALYSIS BY GRANTING AUTHORITY)***:
Construction of Plant III and manufacturing facility expansion for automotive parts production

11. ESTIMATED DATE CONSTRUCTION WILL BEGIN: 8/4/2026

12. ESTIMATED DATE CONSTRUCTION WILL BE COMPLETED: 1/31/2028

13. ESTIMATED DATE PROPERTY WILL BE PLACED IN SERVICE: 1/31/2028

14. HAVE BONDS BEEN ISSUED FOR PROJECT:
☒ No ☐ Yes If yes, date bonds issued:

15. WILL BONDS BE ISSUED FOR PROJECT
☒ No ☐ Yes If yes, projected date of issue:

16. ESTIMATED NUMBER OF NEW EMPLOYEES	17. ESTIMATED ANNUAL PAYROLL OF NEW EMPLOYEES	Estimated Investment for Project	18. COST OR VALUE FOR PROPERTY TAX	19. COST SUBJECT TO SALES TAX
INITIALLY 11	INITIALLY $ 550,000	a. Land (if donated, show market value)	18a $ 1,108,000	XXXXXXXXXX
YEAR 1 25	YEAR 1 $ 1,250,000	b. Existing Building(s) (if any)	18b	XXXXXXXXXX
YEAR 2 25	YEAR 2 $ 1,250,000	c. Existing Personal Property (if any)	18c	XXXXXXXXXX
YEAR 3 31	YEAR 3 $ 1,550,000	d. New Building(s) and/or New Additions to Existing Building(s) (19d = building materials *only*)	18d $ 47,880,000	19d $ 23,940,000
This form may be used as the application to the granting authority required by Section 40-9B-6(a), *Code of Alabama 1975*. The information requested here is required by Section 40-9B-6 and Section 40-2-11(7), *Code of Alabama 1975*.		e. New Manufacturing Machinery	18e $ 13,602,000	19e $ 13,602,000
		f. Other New Personal Property (non-mfg machinery, office equipment, computers, etc.)	18f $ 1,000,000	19f $ 1,000,000
		g. **TOTALS** (PROPERTY TAX TOTAL MUST EQUAL TOTAL PROJECT INVESTMENT. SALES TAX TOTAL WILL BE LESS.)	18g $ 63,590,000	19g $ 38,542,000

The abatement of property taxes, excluding state property taxes and property taxes designated for education, is based on the market value of specific assets; therefore, the actual amount of taxes abated is determined each year as the property is assessed and valued. An abatement of sales and uses taxes, excluding state sales and use taxes and taxes designated for education shall apply only to tangible personal property and taxable services incorporated into private use industrial property, the cost of which may be added to capital account with respect to the property, determined without regard to any rule which permits expenditures properly chargeable to capital account to be treated as current expenses. No abatement of sales and use taxes shall extend beyond the date private use industrial property is placed in service. A verification inspection of qualifying property will be conducted by the Alabama Department of Revenue to insure compliance with Section 40-9B-1 et seq., *Code of Alabama 1975*, as amended.

I hereby affirm that, to the best of my knowledge and belief, the information in this application and any accompanying statement, schedules, and other information is true, correct and complete.

Soonseok Park
NAME (PRINT)

SIGNATURE

CFO
TITLE

6/25/2026
DATE

TAX ABATEMENT AGREEMENT

This **TAX ABATEMENT AGREEMENT** (this "Agreement"), effective as of the 4th day of August, 2026, is entered into by and among the **CITY OF AUBURN**, a municipal corporation under the laws of the State of Alabama (the "City"), and **SEOHAN AUTO USA CORPORATION**, a corporation organized under the laws of the State of Alabama (the "Company").

R E C I T A L S:

In order to promote local industrial and commercial development in the State of Alabama, the Company proposes to establish and operate and industrial enterprise (within the meaning of § 40-9B-3(10) of the Code of Alabama, 1975) in the City of Auburn, Lee County, Alabama (the "Project"). In connection with the Project, the Company will (i) develop, design, construct equip, own and operate a new manufacturing facility on property located at 3100 Haygood Court in the City that the Company is purchasing from the City pursuant to a capital lease (the "New Facility") and (ii) purchase certain machinery, equipment, tooling and other personal property (collectively, the "Equipment") the Company will install and operate in the New Facility and in its existing manufacturing facilities located at 246 Teague Court and 2590 Innovation Drive in the City (the "Existing Facilities") to expand its capacity for machining and assembly of parts and components used to produce axle and steering assemblies the Company supplies to the automotive industry.

The Company requested that the City grant certain tax abatements with respect to the Company's capital investment in the New Facility and the Equipment pursuant to the provisions of Act No. 92-599 enacted at the 1992 Regular Session of the Legislature of Alabama, now codified as Chapter 9B of Title 40 of the Code of Alabama (1975), as amended (herein called the "Tax Abatement Act"). At a meeting of the City Council held on August 4, 2026, the City Council adopted Resolution No. 26-_____ granting the tax abatements requested by the Company in connection with the Project. This Agreement is entered into between the City and the Company pursuant to Section 6(b) of the Tax Abatement Act.

NOW, THEREFORE, in consideration of the respective agreements on the part of the City and the Company as set forth herein, the parties do hereby agree as follows:

Section 1. The Company hereby represents as follows with respect to the New Facility and the Equipment, all as more fully described in the Form CO:CAA, Application to Granting Authority for Abatement of Taxes (the "Abatement Application"), heretofore submitted by the Company to the City and approved by the City Council at its regular meeting held on August 4, 2026:

(a) The total amount to be invested by the Company in the Project, including the development, design and construction of the New Facility and the purchase and installation of the Equipment in the New Facility and the Existing Facilities, is anticipated to be approximately $63,590,000;

(b) The New Facility and the Equipment constitute private use industrial property within the meaning of § 40-9B-3(18) of the Tax Abatement Act;

(c) The business to be conducted by the Company at the New Facility and the Existing Facilities constitutes an industrial enterprise described in Code 336350 of the 2022 North American Industry Classification System, promulgated by the Executive Office of the President of the United States, Office of Management and Budget;

(d) No part of the New Facility or the Equipment has been placed in service in Alabama by the Company prior to the execution and delivery of this Agreement; and

(e) The Company anticipates that initially it will hire eleven (11) new employees in connection with the Project with an estimated annual payroll of $550,000; that during the first year following commencement of the Project it will hire an additional twenty-five (25) new employees with an estimated annual payroll of $1,250,000.00; that during the second year following commencement of the Project it will hire and additional twenty-five (25) new employees with an estimated annual payroll of $1,250,000.00; and that during the third year following commencement of the Project it will hire and additional thirty-one (31) new employees with an estimated annual payroll of $1,550,000.

Section 2. To the fullest extent permitted by the Tax Abatement Act, the City grants to the Company an abatement of Noneducational Ad Valorem Taxes and Construction Related Transaction Taxes with respect to the Project, including the Company' capital investment in the New Facility and the Equipment; provided, however, that any such Taxes imposed, assessed or specially designated for the benefit of the East Alabama Medical Center, children's homes operated by Lee County, Alabama or the Auburn City public school system shall not be abated and the portion of any such Taxes that are unabated by Chapter 9I of Title 40 of the Code of Alabama (1975) shall not be abated. The terms "Noneducational Ad Valorem Taxes" and "Construction Related Transaction Taxes" shall have the same meanings herein as in the Tax Abatement Act. As a basis for the abatements granted by the City, the City hereby finds and declares (in reliance, in part, upon certain information supplied by the Company) as follows:

(a) The estimated approximate amount of taxes abated pursuant to this Agreement are as follows:

(i) Noneducational Ad Valorem Taxes: $216,206.00 per year (annual average during the ten year tax abatement period); and

(ii) Construction-Related Transaction Taxes: $2,114,195.00.

(b) The abatement of Noneducational Ad Valorem Taxes granted to the Company shall have a Maximum Exemption Period (as defined in the Tax Abatement Act) of ten (10) years for the New Facility and for each item of Equipment and other personal property acquired by the Company in connection with the Project, said abatement to commence on (i) the October 1st following the date on which the New Facility is completed and (ii) the October 1st following the date on which each item of Equipment and other personal property becomes owned, for federal income tax purposes, by the Company.

Section 3. The Company hereby represents to the City as follows in connection with the tax abatements granted herein:

(a) that the granting of the tax abatements described herein is an important consideration in the Company's decision whether to proceed with the Project, including the development and construction of the New Facility, the purchase and installation of the Equipment in the New Facility and Existing Facilities, and the hiring of new employees needed to operate the Equipment, all in the City; and

(b) that the Company is being induced, in part, to arrange for and proceed with the Project in reliance on the undertakings of the City herein contained; and

(c) that the Company is a corporation organized under the laws of the State of Alabama and has the power to enter into, and to perform and observe the agreements and covenants on its part contained in, this Agreement; and

(d) that the execution and delivery of this Agreement by the Company has been duly authorized by all necessary action.

Section 4. The Company hereby releases the City from, and will indemnify and hold the City, its Council members, officers, employees and agents harmless against, any and all claims and liabilities of any character or nature whatsoever asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the Project, including, without limiting the generality of the foregoing,

(a) obligations for the payment of any costs with respect to the Project, the New Facility or the Equipment which are not paid because the Company fails to pay such costs, and

(b) any destruction of or damage to property or any injury to or death of any person or persons caused by or related to the Project, the New Facility or the Equipment.

The Company hereby agrees that it will also pay or reimburse all legal or other expenses reasonably incurred by the City, its Council members, officers, agents and employees in connection with the investigation or defense of any action or proceeding, whether or not resulting in liability, with respect to any claim, liability or loss in respect of which indemnity may be sought against the Company under the provisions of this Section 4.

Section 5. The City represents to the Company (a) that the City has the power and authority under the constitution and laws of the State of Alabama (including particularly the provisions of the Tax Abatement Act) to carry out the provisions of this Agreement, and (b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by its City Council.

Section 6. This Agreement shall be effective as of the 4th day of August, 2026, the date on which the City adopted Resolution No. 26-_____ approving the tax abatements described herein, upon its execution in full by the City and the Company and shall be binding upon and shall inure to the benefit of, the City and the Company and their respective successors and assigns.

IN WITNESS WHEREOF, the City and the Company have caused this Agreement to be executed in their respective names and have caused their respective seals to be hereunto affixed, all by their duly authorized officers, in six (6) counterparts, each of which shall be deemed an original, and the parties hereto agree that this Agreement shall be dated and effective as of the 4th day of August, 2026.

CITY OF AUBURN, ALABAMA

By: _____

Its: Mayor

ATTEST:

By: _____

Its: City Manager

SEOHAN AUTO USA CORPORATION

By: _____
Name: _____
Its: _____

Agenda Item Summary

Item No. 10 c 1

Council Meeting Date	August 4, 2026
Department	Information Technology
Submitted By	Greg Nelson
Agenda Section	Resolutions

Name and address of person(s) or business(es) this item affects:

Davenport Group, Inc.
104 Belfast St
Lewisburg, TN 37091

Description of item under consideration

Resolution authorizing the City Manager to execute a contract with the Davenport Group for a Dell PowerScale APEX subscription utilizing OMNIA Partners Contract OMNIA/NCPA-01-143. The City's PowerScale production storage platform supports data needs for critical systems and applications for all City departments. A financial analysis determined that transitioning to Dell's APEX subscription model will provide estimated savings of approximately $781,110.86 over 5 years while providing fixed annual costs and eliminating future large capital expenditures associated with storage hardware replacement.The total cost of the proposed five-year subscription is $841,740.

Why is Council action needed?

City Council action is needed to execute a contract in excess of $30,000.

Is this a budgeted item?: Yes

If not budgeted, please add explanation: This item is budgeted for FY26, but for FY27 a mid-biennium budget adjustment has been requested.

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch, City Manager
FROM: Gregory Nelson, Chief Information Officer
DATE: July 27, 2026
SUBJECT: Dell PowerScale Production Storage Refresh

The City of Auburn relies on a Dell PowerScale storage platform to support critical systems and applications used by all City departments. As portions of the existing environment reach the end of their support lifecycle and storage demands continue to grow, the City must determine whether to continue investing in hardware refreshes and support renewals through a traditional ownership model or transition to a modern storage platform delivered through Dell's APEX subscription model.

A financial analysis compared continuing to purchase and maintain storage infrastructure through capital expenditures versus transitioning to a subscription-based APEX solution. The business-as-usual approach is projected to cost approximately $1,622,867.66 through the next refresh cycle, while the proposed APEX subscription is projected to cost approximately $841,756.80 over the same period, resulting in estimated savings of approximately $781,110.86. In addition to the direct cost savings, the APEX model provides budget predictability through fixed annual payments while reducing the City's exposure to future increases in hardware, support, and maintenance costs. This approach also transfers lifecycle replacement risk to the vendor and ensures the platform remains under continuous support throughout the term of the agreement.

PowerScale Business-As-Usual:	**FY26**	**FY27**	**FY28**	**FY29**	**FY30**
PowerScale Production Renewal	121,850.06				
8 new nodes to replace EOL nodes		1,501,017.60			
				Total	1,622,867.66
PowerScale Proposed Apex:					
Annual APEX Subscription	168,351.36	168,351.36	168,351.36	168,351.36	168,351.36
				Total	841,756.80
				Savings	781,110.86

I recommend approval for the City Manager to execute the necessary agreements with the Davenport Group for the PowerScale APEX subscription in the total amount of $841,740.00 over five years utilizing OMNIA Partners Contract OMNIA/NCPA-01-143.

RESOLUTION NO. _____

WHEREAS, the City utilizes Dell EMC PowerScale storage infrastructure to support critical systems and applications used by all City departments; and

WHEREAS, portions of the existing storage environment are approaching the end of their support lifecycle and require replacement or continued investment to maintain reliability and performance; and

WHEREAS, the City has evaluated alternatives and determined that Dell's APEX subscription model provides cost savings, enhanced budget predictability, and reduces future lifecycle replacement risks; and

WHEREAS, the proposed procurement is available through OMNIA Partners Contract OMNIA/NCPA-01-143; and

WHEREAS, the City has received a proposal from the Davenport Group for a Dell PowerScale APEX subscription at a total cost of $841,740 over five years.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama, does hereby authorize the City Manager to execute a contract with the Davenport Group for a Dell PowerScale APEX subscription in the amount of $841,740.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this 4th day of August 2026.

_____
Mayor

ATTEST:

_____
City Manager

City of Auburn

APEX Infrastructure PowerScale
A310

DG18937

your **davenport group** representative

Enterprise Sales
Davenport Group
EnterpriseSales@davenportgroup.com
corporate: 877-231-9114

Quote

Prepared For
City of Auburn
144 Tichenor Avenue
Auburn, AL 36830

Greg Nelson
gnelson@auburnal.gov

Quote Number	DG18937
Quote Date	07/07/2026
Quote Expiration	08/10/2026

Contract Code(s)
OMNIA/NCPA - 01-143

Quote

Qty	Description	Subscription Length	Unit Price	Payment

Quote

davenportgroup

1	Metered Product: PowerScale (PowerScale A310) Term: 60 Months Subscription Dates: 8/1/2026 - 7/31/2031 $168,348.00 paid Yearly Metered Product: PowerScale (PowerScale A310) Commit: 50% Commited Capacity: 442,564 GiB Annual Growth Rate: 5% Billing Metric Details: Consumed Raw Storage includes storage used for Product overheads such as Protection/RAID and (where appropriate) dynamic or virtual sparing. It means that storage consumed on the Product that cannot be reused by other means is converted to a raw format by adding the parity and protection overheads. BOM DETAILS: A310 ISE Node ISE 120TB (15x8TB) ISE 7.68TB SSD - A310/0 and H710/0 2x25GbE (SFP28) W/O OPTICS 2x25GbE (SFP28) Back-end W/O OPTICS Transceiver/Optic/SFP28/SR/25Gbe/Qty 2 OneFS Base License A310 2-8TB=ID OneFS Capacity A310/A3100=CB SnapShotIQ Base License Bundle A310/A3100 =ID SyncIQ Base License Bundle A310/A3100 =ID Enterprise Advanced Bundle A310/A3100=ID SmartQuotas Base License Bundle A310/A3100 =ID SmartPools Base License Bundle A310/A3100 =ID SyncIQ Capacity License Bundle A3=CB Enterprise Advanced Bundle Capacity A310/A3100=CB SnapShotIQ Capacity License Bundle A3=CB SmartQuotas Capacity License Bundle A3=CB SmartPools Capacity License Bundle A3=CB SmartDedupe Base License A310/A3100=ID HDFS for OneFS CloudPools Dell EMC Base License =ID SmartDedupe Capacity License A310/A3100=CB	60	$14,029.00	$841,740.00

CloudPools for Dell EMC Capacity License =CB
Prosupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years
Prosupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 2 Years Extended
Prosupport Plus Mission Critical 7x24 Technical Support and Assistance 5 Years
ProSupport Plus Mission Critical 4-Hour 7x24 Onsite Capacity Addon TB SSD HI Tier 5 Years
ProSupport Plus Mission Critical 4-Hour 7x24 Onsite Capacity Addon 5 Years
5 Years ProSupport Plus OneFS Base 2-8TB Software Support-Maint
5 Years ProSupport Plus OneFS Capacity Software Support-Maint
5 Years ProSupport Plus Enterprise Advanced Bundle Base Software Support-Maint
5 Years ProSupport Plus Enterprise Advanced Bundle Capacity Software Support-Maint
5 Years ProSupport Plus Additional Base Sftwr Spt-Maint
ProDeploy Plus PowerScale Node
Base Chassis - Normal A31-Series
4U Bezel UDS
Prosupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years
Prosupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 2 Years Extended
Prosupport Plus Mission Critical 7x24 Technical Support and Assistance 5 Years
S5232F Dell Networking Switch
Dell Switch Field Installation Kit for S5232
OS10 Enterprise Software, S5232F
ProSupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years
ProSupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 2 Years Extended
Prosupport Plus Mission Critical 7x24 Technical Support and Assistance 5 Years
PWCRD KIT for Normal Chassis
100G to 25G Breakout (4)SFP28 to (1)Q28 DAC 3M

Quote

Qty	Description	Subscription Length	Unit Price	Payment
			Sub-Total	**$841,740.00**
			Total	**$841,740.00**

Payment Terms

Payment for products, software, subscriptions, and maintenance is Net 30 from the invoice date unless otherwise agreed upon. Davenport Group Care Services are considered maintenance for the purpose of these terms.

Professional Services are invoiced separately upon completion. Payment will be Net 30 from the invoice date.

Recurring contracts will be reconciled based on actual usage, with invoice adjustments to match the preceding term's use. Metered products billed periodically require payment upon receipt of the invoice.

Block Hours require payment in advance upon receipt of the invoice.

Payment Methods

We accept ACH, bank-to-bank transfer, and credit card payments. A 4% processing fee applies to credit card transactions.

Pricing

Pricing is valid through the expiration date stated in the quote, after which it is subject to change. Supplier provisions that alter pricing may affect subscription renewals. Equipment and third-party product pricing are based on manufacturer pricing in effect at the time of the quote and are subject to change without notice. Davenport Group will notify the customer of any manufacturer pricing changes at the time of invoicing.

Products listed may be subject to tariffs imposed by governmental authorities. Tariff charges are not included in the quoted prices and will be added to the invoice. Applicable taxes and shipping will also be included.

This proposal is subject to credit approval. Davenport Group reserves the right to cancel orders arising from pricing or other errors.

Cancellations, Late Fees & Non-Payment

Cancellation: Non-term and out-of-contract software contracts require 30 days' written notice for cancellation.

Late Fees: A 1.5% monthly fee will be assessed on past due amounts not in dispute.

Non-Payment: Davenport Group reserves the right to cancel orders if payment not in dispute is not received in accordance with these terms.

Returns & Inspections

Return Policy: Returns are not accepted unless the manufacturer confirms a product as defective. In such cases, Davenport Group will engage the manufacturer under its terms to replace or rectify the defective product.

Inspection: Customer must inspect all shipments upon receipt and notify Davenport Group within three (3) business days of any discrepancies or damaged items. Davenport Group cannot take corrective action after this period.

*Quotes and pricing terms are confidential and proprietary to Customer and may not be reproduced or distributed without Davenport Group's written consent. By proceeding with the purchase, Customer agrees to these terms.

Thank you for your business!

Signature	**Date**

Purchase Order Information

If applicable, please enter the PO Number and Shipping Address below.

By submitting a purchase order, referencing the Davenport Group quote number DG18937, Customer agrees to be bound by the terms and conditions referenced herein.

**These fields are optional*

PO Number _____

Ship to Name _____

Street _____

City _____

State
Use 2 Character Abbreviation
_____

Postal Code _____

Davenport Group Partner Services Subscription Agreement

This Partner Services Agreement (the "Subscription Agreement") is entered into between City of Auburn, hereinafter referred to as "Client", and Davenport Group Inc., hereinafter referred to as "Authorized Partner".

1. Managed Services:

The Client hereby subscribes to the Managed Services described in Table 1.1 below.

Table 1.1

2.

Subscription Term (Months)	Description	Billing Cycle	# of Payments	Payment Amount	Total Subscription Amount
60	Metered Product: PowerScale (PowerScale A310) Term: 60 Months Subscription Dates: 9/1/2026 - 8/30/2031	Yearly	5	$168,348.00	**$841,740.00**

Payment Terms:

Table 1.1 outlines the subscription term, products, billing cycle, number of payments, and total subscription amount. Perpetual licenses require upfront payment in full. Subscription services are invoiced according to the terms listed below:

Payment Terms: Net 30

Estimated Subscription Start Date: August 1, 2026.

Billing Cycle: Yearly

3. Renewal Terms:

This subscription agreement does not contain an automatic renewal provision. Davenport Group will provide Client with written notification sixty (60) days prior to the expiration, including any pricing changes for the renewed term.

4. Microsoft Specific Terms:

Notwithstanding Section 3, Microsoft subscriptions are subject to the following specific terms:

4.1 Auto-Renewal:
Microsoft subscriptions shall automatically renew unless Client provides at least thirty (30) days' written notice prior to the expiration, either through the Davenport Group MyCloud Portal or by written notice to Davenport Group.

4.2 License Quantities:
Client may increase license quantities anytime (billed pro-rata immediately); decreases take effect at the next renewal date only.

4.3 Pricing Changes:
Microsoft establishes subscription pricing and may adjust pricing upon renewal without prior notification.

5. Early Termination:

In the event of early termination by the Client, the Client shall be responsible for the guaranteed term of engagement listed in Table 1.1 and the balance of fees shall be due immediately.

6. Acknowledgment of Third-Party Vendor Terms and Conditions:

Client acknowledges that use of the services or licenses is contingent upon acceptance and compliance with the third-party vendor's EULAs (End-User License Agreements) located at https://davenportgroup.com/eula. Davenport Group shall not be liable for Client's breach of vendor terms.

7. Authorized Partner Responsibilities:

Davenport Group is an authorized reseller partner acting on its own behalf, not as an agent or fiduciary of the Vendor(s). Davenport Group shall coordinate with the Vendor to ensure Client receives the Services listed in Table 1.1, but is not responsible for any Vendor's failure to provide or support the Services in accordance with the applicable Vendor terms.

8. Acceptance and Authorization:

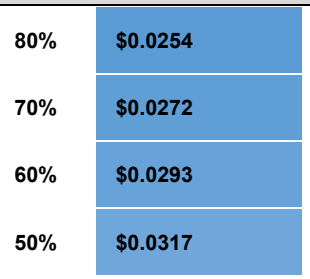
IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this Subscription Agreement effective as of the date of the last signature below.

City of Auburn	**Davenport Group, Inc.**
Signature	Signature
Name	Name
Title	Title
Date	Date

APEX Subscriptions Order – Commercial (Reseller)

This TD SYNNEX APEX Subscriptions Order (Reseller) ("**Order**") sets forth the terms for Reseller's purchase of APEX Subscriptions from TD SYNNEX Corporation for resale to End User.

Order Effective Date: Wednesday, July 8, 2026	
Order Number: 01-24684-00	
Dell Technologies entity ("Dell"): EMC Corporation 176 South Street Hopkinton, MA 01748	**Distributor:** TD SYNNEX Corporation 44201 Nobel Drive Fremont, CA 94538-3178
Reseller ("Reseller"): DAVENPORT GROUP 104 BELFAST ST LEWISBURG, TN US 37091-3317	**End User ("End User"):** City of Auburn, Alabama 144 Tichenor Ave Ste 5 Auburn, AL, 36830
Products and Billing Table	
Products, Support Services Level and Deployment Services:	Identified on Attachment 1
Billing Period:	Annual in Advance
Subscription Term:	60 Months
Site:	144 Tichenor Ave Ste 4 Auburn, AL, 36830
Ship To Address (optional field):	144 Tichenor Ave Ste 4 Auburn, AL, 36830
Storage Fee Table	
Billing Metric:	Consumed Raw Storage
Monthly Unit Rate (charge per GiB per Month)**:**	$0.0317
Monthly Commitment (as a percentage of Metered Total Capacity)**:**	50%
Monthly Fee for Monthly Commitment:	$14,029
Annual Fee based on Commitment:	$168,348.00
Purchase Order	
Purchase Order Amount:	$841,740.00 (5 x Minimum Annual Fee)
Pricing Increases to Monthly Commitment/Subscription Term for the configuration in this Order	



[1] Except as outlined by the Governing Terms, the Subscription cannot be terminated before the end of the Subscription Term. Please note that the Governing Terms have information on ending or extending the Subscription Term.

1.0 Calculating Fees

"**Metered Total Capacity**" means the reported capacity of the Products based upon End User's configuration in the applicable environment. Reports will reflect the Metered Total Capacity of Products as reported by the Product and will scale the Monthly Commitment in line with the Monthly Commitment as a Percentage of Metered Total Capacity. The Monthly Fee for Monthly Commitment, the Monthly Unit Rate, and the Monthly Commitment as a Percentage of Metered Total Capacity remain fixed.

1.1Storage.

Storage Billing. Metered Total Capacity, Monthly Commitment and Reserve Usage are measured by either the amount of Consumed Usable Storage or Consumed Raw Storage. Both amounts include storage by GiB written or reserved by the Product to provide storage to servers or used for maintaining replicas of server storage. It does not include storage used for disk formatting or dedicated spare disks. It is measured after the application of storage reduction techniques performed by the Products such as compression and de-duplication.

Consumed Raw Storage includes storage used for Product overheads such as Protection/RAID and (where appropriate) dynamic or virtual sparing. It means that storage consumed on the Product that cannot be reused by other means is converted to a raw format by adding the parity and protection overheads.

Reserve Cap for Storage. TD SYNNEX shall charge Reseller the Monthly Unit Rate for the Reserve Usage up to eighty-five (85%) percent of the total capacity. Reserve Usage between 85% and 100% of the total capacity ("Reserve Cap") will be charged only in cases of: (i) interruption of monitoring when End User is at fault, or (ii) there is an Event of Default related to this Order, where in either case TD SYNNEX may invoice for use up to 100%.

2.0 Governing Terms. This ORDER is subject to the Dell Apex Rider between the parties ("Governing Terms").

3.0 Additional Terms

For purposes of this Order, Dell shall bear the entire risk of loss, theft, damage or destruction with respect to the Products until the time of arrival at the "ship to" address. Customer or Partner, as applicable, shall bear such risk from such time until Product installation at the Site through Asset Recovery.

The Subscription Term shall commence on the first day of the month following the date the Products have been installed at the Site, or, if End User or

Partner delays or fails to promptly ship and/or install the Products or if End User's Site is not prepared for the installation of the Products, the first day of the second month following the shipment of the Product from Dell's manufacturing facility.

Customer or Partner, as applicable may retain some, or all of the failed disk drives contained in the relevant Product, which have been replaced under warranty, by reimbursing Dell for the agreed-upon value of any Product no later than the end of the Subscription Term.

The right to Data Destruction. For the purpose of this Order, Partner may elect to have data bearing components physically destroyed (shredded) and removed from the Site. This option exists at the end of the Subscription Term and shall be at Partner's expense. Provided no event of default has occurred and is continuing, Partner will either (a) provide Dell access to perform the services, or (b) Partner will perform the services (i) itself or (ii) through a third-party contractor. If option (b) is chosen then Partner shall provide a certificate of destruction to Dell within ten (10) business days of completion, and Products must not be made available for Asset Recovery.

Partner agrees to execute this Order and issue a Purchase Order in accordance with the governing terms, prior to **07/21/2026**

Notwithstanding anything to the contrary in the Order, or the Governing Terms, the Monthly Unit Rates, the Fee for the Monthly Commitment and any other charges stated in this Order are based on the most current information available to Supplier at the time of Customers' signature of the Order and are subject to change for any reason or circumstances beyond Suppliers reasonable control, including but not limited to shortages in materials or resources and increase in the cost of manufacturing, prior to the shipment of the Products by Supplier. In the event of such changes, Supplier shall promptly notify the Partner, and Supplier at its sole discretion, may adjust the pricing under this Order and issue a revised Order with adjusted Monthly Unit Rates or Fee for the Monthly Commitment.

By signing this ORDER, the parties agree to be legally bound by this ORDER and the Governing Terms.

The City of Auburn

By (Sign): _____

Name (print): _____

Title: _____

Agenda Item Summary

Item No. 10 c 2

Council Meeting Date	August 4, 2026
Department	Information Technology
Submitted By	Greg Nelson
Agenda Section	Resolutions

Name and address of person(s) or business(es) this item affects:

Davenport Group, Inc.
104 Belfast St
Lewisburg, TN 37091

Description of item under consideration

Resolution authorizing the City Manager to execute a contract with the Davenport Group for a lease-based refresh of the City's Dell VxRail virtualization infrastructure utilizing OMNIA Partners Contract OMNIA/NCPA-01-143. The City's existing VxRail environment provides highly available virtual server infrastructure supporting critical systems and applications utilized by all City departments. A financial analysis determined that a lease-based refresh of the platform will reduce projected expenditures by approximately $1.17 million over 3 years when compared to continuing support renewals and purchasing replacement hardware through a traditional ownership model. The total cost of the proposed lease is $2,510,817.92 over three years.

Why is Council action needed?

City Council action is needed to execute a contract in excess of $30,000.

Is this a budgeted item?: Yes

If not budgeted, please add explanation: Th

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch, City Manager
FROM: Gregory Nelson, Chief Information Officer
DATE: July 27, 2026
SUBJECT: Dell VxRail Infrastructure Refresh

The City of Auburn relies on a Dell VxRail virtualization platform to support critical servers and applications used by all City departments. The environment provides highly available computing resources across two locations and forms the foundation of much of the City's technology infrastructure. As the platform approaches end-of-life in FY27 and additional capacity is needed, the City must determine whether to continue investing in support renewals or replace the environment with a modern, fully supported solution.

A financial analysis compared continuing to support the existing environment and purchasing replacement hardware at end-of-life versus a lease-based refresh strategy. The business-as-usual approach is projected to cost approximately $3.69 million from FY27 through FY29, including software licensing, support renewals, and hardware replacement. The proposed lease strategy is projected to cost approximately $2.51 million over the same period, resulting in estimated savings of $1.17 million. In addition to cost savings, the lease provides budget predictability through fixed annual payments, reducing exposure to future hardware, software, and support cost increases.

Business-As-Usual:	**FY27**	**FY28**	**FY29**
VMWare Cloud Foundation Licenses Required	192,096.00	192,096.00	192,096.00
VxRail - 8 Nodes – Annual Support Renewal	96,102.45		
Purchase 8 new nodes to replace expiring nodes		3,012,981.50	
		Total	3,685,371.95
VxRail Proposed Lease:			
8 New VE-660 nodes	140,003.20	1,185,407.36	1,185,407.36
		Total	2,510,817.92
		Savings	1,174,554.03

I recommend approval for the City Manager to execute a contract with the Davenport Group for the Dell VxRail lease in the total amount of $2,510,817.92 over 3 years utilizing OMNIA Partners Contract OMNIA/NCPA-01-143.

RESOLUTION NO. _____

WHEREAS, the City utilizes a Dell VxRail virtualization platform to support critical information technology systems and applications used by all City departments; and

WHEREAS, the existing VxRail infrastructure is approaching the end of its support lifecycle and requires additional capacity and replacement to maintain system reliability, security, and performance; and

WHEREAS, the City has evaluated alternatives and determined that a lease-based refresh provides significant financial benefits and budget predictability when compared to a traditional ownership model; and

WHEREAS, the proposed procurement is available through OMNIA Partners Contract OMNIA/NCPA-01-143; and

WHEREAS, the City has received a proposal from the Davenport Group for the lease of replacement VxRail infrastructure at a total cost of $2,510,817.92 over three years.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama, does hereby authorize the City Manager to execute a contract with the Davenport Group for the lease of Dell VxRail infrastructure in the amount of $2,510,817.92.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this 4th day of August 2026.

_____
Mayor

ATTEST:

_____
City Manager

City of Auburn

vSAN Ready Nodes Public Safety & City Hall

DG19393

your **davenport group** representative

Enterprise Sales
Davenport Group
EnterpriseSales@davenportgroup.com
corporate: 877-231-9114

Davenport Group - Confidential and Proprietary

Quote

Prepared For
City of Auburn
144 Tichenor Ave Ste 5
Auburn, AL 36830

Greg Nelson
gnelson@auburnal.gov

Quote Number DG19393
Quote Date 07/28/2026
Quote Expiration 08/12/2026

Contract Code(s)
OMNIA/NCPA - 01-143

Qty	Description	Unit Price	Ex. Price
1	CoA-VxRail-vSAN-StretchedCluster-CityHall (4) VxRail VE-660 (4) VxRail VE-660 Branding (4) VxRail VE-660, PSNT Info (4) VxRail NVME (4) vSAN Express Storage Architecture Node (4) VxRail VE-660 Firmware Lock (4) VxRail Software 8.0.380 Factory Install (4) VxRail VMware vSAN ELA or BYOS with licensing direct from Broadcom (4) Informational Purposes Only (4) 2.5 Chassis with up to 10 NVMe Drives 2CPU No PERC Controller (4) No GPU Enablement (4) VxRail 1U Bezel (4) Intel Xeon Gold 6426Y 2.5G 16C/32T 16GT/s 37.5M Cache Turbo HT (185W) DDR5-4800 (4) Intel Xeon Gold 6426Y 2.5G 16C/32T 16GT/s 37.5M Cache Turbo HT (185W) DDR5-4800 (4) Additional Processor Selected (4) 6400MT/s RDIMMs (4) No Hard Drive (4) VxRail VE-660 Riser Config 2 Low Profile 3x16 LP Slots (2xLP Gen5 + 1xLP Gen4) (4) Broadcom 57414 Dual Port 10/25GbE SFP28 OCP NIC 3.0 (4) Broadcom 5720 Dual Port 1GbE LOM (4) Trusted Platform Module 2.0 V6 (4) Cable Management Arm (4) ReadyRails Sliding Rails (A15) (4) Dual Redundant(1+1) Hot-Plug Power Supply 1100W MM(100-240Vac) Titanium (4) No Power Cord (4) Informational Purposes Only (4) PowerEdge R660 CE CCC Marking	$1,255,408.96	$1,255,408.96

Quote

davenportgroup

Qty	Description	Unit Price	Ex. Price
	(4) VE-660 Shipping DAO (4) PowerEdge R660 Shipping Material 10x2.5 8x2.5 Smart Flow or 16xEDSFF (4) 10x2.5 Front Storage (4) Motherboard MLK supports ALL CPUs and is required for CPUs 250W and above (4) Standard Heatsink for 2 CPU configuration (CPU less than or equal to 185W) (4) Performance Optimized (4) C30 No RAID for NVME chassis (4) No Controller (4) BOSS-N1 controller card + with 2 M.2 960GB (RAID 1) (4) BOSS Cables and Bracket for R660 (4) iDRAC9 Enterprise 16G (4) iDRAC Group Manager Disabled (4) iDRAC Legacy Password (4) DHCP with Zero Touch Configuration (4) 4 Standard Fans for 2 CPU (4) No Quick Sync (4) No Systems Documentation No OpenManage DVD Kit (4) No Energy Star (4) UEFI BIOS Boot Mode with GPT Partition (4) Enable UEFI Secure Boot (4) VE-660 Luggage Tag (4) None Required (4) Dell Hardware Limited Warranty (4) PROSUPPORT PLUS MISSION CRITICAL 4-HOUR 7X24 ONSITE SERVICE WITH EMERGENCY DISPATCH 3 YEARS (4) PROSUPPORT PLUS MISSION CRITICAL 7X24 TE (4) Thank you for choosing Dell ProSupport Plus. For tech support visit dell official sites. (4) Informational Purposes Only (4) 36 Months ProSupport Plus VxRail VMware Cloud Foundation Sub Sftwr Spt-Contract (4) 36 Months ProSupport Plus VMware vSAN Add-On per TiB Sub Sftwr Spt-Contrac (4) ProDeploy Plus Dell EMC VxRail (4) ProDeploy Plus Add-On STIG Security Hardening for VxRail (48) 64GB RDIMM, 6400MT/s, Dual Rank - HCI (20) 7.68TB Enterprise NVMe Read Intensive AG Drive U.2 Gen4 with Carrier - HCI (8) SFP28 SR Optic 25GbE 85C for all SFP28 ports (128) VxRail VMware Cloud Foundation (VCF) bundle with PAIF, 3Yrs Sub per Core (12) VxRail VMware vSAN Add-On 3Yrs Subscription per TiB (8) VxRail HCI System Software 16G (20) VxRail HCI System Software Capacity Drive 7.68TB		

Quote



Qty	Description	Unit Price	Ex. Price
	(48) VxRail HCI System Software Memory 64GB 16G (8) Customer Provided vSAN ELA (128) 36 Months ProSupport Plus VxRail VMware Cloud Foundation Sub Sftwr Spt-Maint (12) 36 Months ProSupport Plus VMware vSAN Add-On per TiB Sub Sftwr Spt-Maint (4) Recover Point for Virtual Machine (4) 3 YEARS PROSUPPORT PLUS MISSION CRITICAL (4) On-Site Installation Declined (4) Storage Software Info (4) HCIA RecoverPoint for VMs for 1 node		
1	CoA-VxRail-vSAN-StretchedCluster-PublicSafety (4) VxRail VE-660 (4) VxRail VE-660 Branding (4) VxRail VE-660, PSNT Info (4) VxRail NVME (4) vSAN Express Storage Architecture Node (4) VxRail VE-660 Firmware Lock (4) VxRail Software 8.0.380 Factory Install (4) VxRail VMware vSAN ELA or BYOS with licensing direct from Broadcom (4) Informational Purposes Only (4) 2.5 Chassis with up to 10 NVMe Drives 2CPU No PERC Controller (4) No GPU Enablement (4) VxRail 1U Bezel (4) Intel Xeon Gold 6426Y 2.5G 16C/32T 16GT/s 37.5M Cache Turbo HT (185W) DDR5-4800 (4) Intel Xeon Gold 6426Y 2.5G 16C/32T 16GT/s 37.5M Cache Turbo HT (185W) DDR5-4800 (4) Additional Processor Selected (4) 6400MT/s RDIMMs (4) No Hard Drive (4) VxRail VE-660 Riser Config 2 Low Profile 3x16 LP Slots (2xLP Gen5 + 1xLP Gen4) (4) Broadcom 57414 Dual Port 10/25GbE SFP28 OCP NIC 3.0 (4) Broadcom 5720 Dual Port 1GbE LOM (4) Trusted Platform Module 2.0 V6 (4) Cable Management Arm (4) ReadyRails Sliding Rails (A15) (4) Dual Redundant(1+1) Hot-Plug Power Supply 1100W MM(100-240Vac) Titanium (4) No Power Cord (4) Informational Purposes Only (4) PowerEdge R660 CE CCC Marking (4) VE-660 Shipping DAO	$1,255,408.96	$1,255,408.96

Quote

davenportgroup

Qty	Description	Unit Price	Ex. Price
	(4) PowerEdge R660 Shipping Material 10x2.5 8x2.5 Smart Flow or 16xEDSFF (4) 10x2.5 Front Storage (4) Motherboard MLK supports ALL CPUs and is required for CPUs 250W and above (4) Standard Heatsink for 2 CPU configuration (CPU less than or equal to 185W) (4) Performance Optimized (4) C30 No RAID for NVME chassis (4) No Controller (4) BOSS-N1 controller card + with 2 M.2 960GB (RAID 1) (4) BOSS Cables and Bracket for R660 (4) iDRAC9 Enterprise 16G (4) iDRAC Group Manager Disabled (4) iDRAC Legacy Password (4) DHCP with Zero Touch Configuration (4) 4 Standard Fans for 2 CPU (4) No Quick Sync (4) No Systems Documentation No OpenManage DVD Kit (4) No Energy Star (4) UEFI BIOS Boot Mode with GPT Partition (4) Enable UEFI Secure Boot (4) VE-660 Luggage Tag (4) None Required (4) Dell Hardware Limited Warranty (4) PROSUPPORT PLUS MISSION CRITICAL 4-HOUR 7X24 ONSITE SERVICE WITH EMERGENCY DISPATCH 3 YEARS (4) PROSUPPORT PLUS MISSION CRITICAL 7X24 TE (4) Thank you for choosing Dell ProSupport Plus. For tech support visit dell official sites. (4) Informational Purposes Only (4) 36 Months ProSupport Plus VxRail VMware Cloud Foundation Sub Sftwr Spt-Contract (4) 36 Months ProSupport Plus VMware vSAN Add-On per TiB Sub Sftwr Spt-Contrac (4) ProDeploy Plus Dell EMC VxRail (4) ProDeploy Plus Add-On STIG Security Hardening for VxRail (48) 64GB RDIMM, 6400MT/s, Dual Rank - HCI (20) 7.68TB Enterprise NVMe Read Intensive AG Drive U.2 Gen4 with Carrier - HCI (8) SFP28 SR Optic 25GbE 85C for all SFP28 ports (128) VxRail VMware Cloud Foundation (VCF) bundle with PAIF, 3Yrs Sub per Core (12) VxRail VMware vSAN Add-On 3Yrs Subscription per TiB (8) VxRail HCI System Software 16G (20) VxRail HCI System Software Capacity Drive 7.68TB (48) VxRail HCI System Software Memory 64GB 16G		

Quote

Qty	Description	Unit Price	Ex. Price
	(8) Customer Provided vSAN ELA (128) 36 Months ProSupport Plus VxRail VMware Cloud Foundation Sub Sftwr Spt-Maint (12) 36 Months ProSupport Plus VMware vSAN Add-On per TiB Sub Sftwr Spt-Maint (4) Recover Point for Virtual Machine (4) 3 YEARS PROSUPPORT PLUS MISSION CRITICAL (4) On-Site Installation Declined (4) Storage Software Info (4) HCIA RecoverPoint for VMs for 1 node		

Total **$2,510,817.92**

Payment Terms

Payment for products, software, subscriptions, and maintenance is Net 30 from the invoice date unless otherwise agreed upon. Davenport Group Care Services are considered maintenance for the purpose of these terms.

Professional Services are invoiced separately upon completion. Payment will be Net 30 from the invoice date.

Recurring contracts will be reconciled based on actual usage, with invoice adjustments to match the preceding term's use. Metered products billed periodically require payment upon receipt of the invoice.

Block Hours require payment in advance upon receipt of the invoice.

Payment Methods

We accept ACH, bank-to-bank transfer, and credit card payments. A 4% processing fee applies to credit card transactions.

Pricing

Pricing is valid through the expiration date stated in the quote, after which it is subject to change. Supplier provisions that alter pricing may affect subscription renewals. Equipment and third-party product pricing are based on manufacturer pricing in effect at the time of the quote and are subject to change without notice. Davenport Group will notify the customer of any manufacturer pricing changes at the time of invoicing.

Products listed may be subject to tariffs imposed by governmental authorities. Tariff charges are not included in the quoted prices and will be added to the invoice. Applicable taxes and shipping will also be included.

This proposal is subject to credit approval. Davenport Group reserves the right to cancel orders arising from pricing or other errors.

Cancellations, Late Fees & Non-Payment

Cancellation: Non-term and out-of-contract software contracts require 30 days' written notice for cancellation.

Late Fees: A 1.5% monthly fee will be assessed on past due amounts.

Non-Payment: Davenport Group reserves the right to cancel orders if payment is not received in accordance with these terms.

Returns & Inspections

Return Policy: Returns are not accepted unless the manufacturer confirms a product as defective. In such cases, Davenport Group will engage the manufacturer under its terms to replace or rectify the defective product.

Inspection: Customer must inspect all shipments upon receipt and notify Davenport Group within three (3) business days of any discrepancies or damaged items. Davenport Group cannot take corrective action after this period.

*****Quotes and pricing terms are confidential and proprietary to Customer and may not be reproduced or distributed without Davenport Group's written consent. By proceeding with the purchase, Customer agrees to these terms.

Thank you for your business!

Signature **Date**

Purchase Order Information

If applicable, please enter the PO Number and Shipping Address below.

By submitting a purchase order, referencing the Davenport Group quote number DG19393, Customer agrees to be bound by the terms and conditions referenced herein.

**These fields are optional*

PO Number _____

Ship to Name _____

Street _____

City _____

State
***Use 2 Character Abbreviation**
_____

Postal Code _____

Dell Financial Services™

Prepared For: **Auburn, Alabama**

July 30, 2026

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

Davenport Quote Number	Summary Product Description	Product Price	Quantity	Extended Price	Term Option Payments: Annual Consolidation: Monthly Payments Due: Advance Interim Rent: None — 12 FMV — Rate Factor	12 FMV 1 Payments	Term Option Payments: Annual Consolidation: Monthly Payments Due: Advance Interim Rent: None — 24 FMV — Rate Factor	24 FMV 2 Payments
Public Safety	Vendor Quote ID: 3000203732701.11	$1,255,408.96	1	$1,255,408.96	0.05576	$70,001.60	0.47212	$592,703.68
City Hall	Vendor Quote ID: 3000203732786.7	$1,255,408.96	1	$1,255,408.96	0.05576	$70,001.60	0.47212	$592,703.68
	TOTALS			$2,510,817.92		$140,003.20		$1,185,407.36

Proposal Expiration Date:
August 13, 2026

PLEASE NOTE: **Deferral to Oct 1, included in Rate Factor**

Personal Property Taxes (PPT) will apply to this lease.

Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation.

End of Term Options:

Fair Market Value (FMV) Lease:

- Exercise the option to purchase the products at the then fair market value.
- Return all products to lessor at the lessee's expense.
- Renew the lease on a month to month or fixed term basis.

Bobby Hadley
Account Representative
Dell | Financial Services
office + 1 512 720-6318
bobby.hadley@dell.com

Additional Information:

LEASE QUOTE: The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.** If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a **personal property tax** on leased equipment, and if DFS pays that tax under your lease structure, Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.

PURCHASE ORDER: The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

INSURANCE: The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

APPROPRIATION COVENANT: The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

DOCUMENTATION: In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation. Upon expiration, lease rates may be changed in the event that market rates change.

Dell Customer Communication - Confidential

Dell Financial Services™

Prepared For: **Auburn, Alabama**

July 14, 2026

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

	Term	12	Term	24
	Option	FMV	Option	FMV
	Payments:	Annual	Payments:	Annual
	Consolidation:	Monthly	Consolidation:	Monthly
	Payments Due:	Advance	Payments Due:	Advance
	Interim Rent:	None	Interim Rent:	None

Davenport Quote Number	Summary Product Description	Product Price	Quantity	Extended Price	Rate Factor	1 Payments	Rate Factor	2 Payments
Public Safety	Vendor Quote ID: 3000203732701.7	$1,255,408.96	1	$1,255,408.96	0.05576	$70,001.60	0.47212	$592,703.68
City Hall	Vendor Quote ID: 3000203732701.7	$1,255,408.96	1	$1,255,408.96	0.05576	$70,001.60	0.47212	$592,703.68
	TOTALS			$2,510,817.92		$140,003.21		$1,185,407.36

Proposal Expiration Date:
August 13, 2026

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- Renew the lease on a month to month or fixed term basis.

Bobby Hadley
Account Representative
Dell | Financial Services
office + 1 512 720-6318
bobby.hadley@dell.com

Additional Information:

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DOCUMENTATION: In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation. Upon expiration, lease rates may be changed in the event that market rates change.

Dell Customer Communication - Confidential

AMENDMENT NO. 1
TO PUBLIC FRAMEWORK SUBSCRIPTION AGREEMENT NO.642371-105713
BETWEEN CITY OF AUBURN, ALABAMA AND DELL FINANCIAL SERVICES L.L.C.

THIS AMENDMENT NO. 1 ("Amendment") effective as of last date of the signatures below ("Effective Date") is made part of and modifies the PUBLIC FRAMEWORK SUBSCRIPTION AGREEMENT No. **642371-105713** and any subsequent amendments thereto (hereinafter referred to as the "FSA") between **CITY OF AUBURN, ALABAMA** ("Customer") and **DELL FINANCIAL SERVICES L.L.C.** ("DFS"). Terms not defined otherwise herein shall have the meaning ascribed to them in the FSA. To the extent of any conflict or inconsistency between this Amendment and the terms and conditions of the FSA, this Amendment will prevail.

The FSA is hereby modified as follows:

1. Paragraph 10 "REMEDIES"
Add an additional sentence at the end of Paragraph 10 which states:

> "In no event will the exercise of any rights or remedies under this Agreement result in DFS's unjust enrichment or double recovery of damages or other amounts owed. Except as expressly waived in writing, Customer retains all rights and remedies available at law or in equity.

2. Paragraph 16 "MISCELLANEOUS"
In 16(b), delete the word "law" following the words "does not violate or contradict any judgment" so that the revised parenthetical reads as follows:

> "(b) this Agreement and each Schedule have been duly authorized, authenticated and delivered by and under Customer's state laws and Constitution and does not violate or contradict any judgment, order or regulation, or cause any breach or default under any agreement to which Customer is a party;"

Also in 16(e), add the words "which will impact Customer's payment obligation" to the end of parenthetical 16(e) so the revised parenthetical reads as follows:

> "(e) there are no actions, suits, proceedings, inquiries or investigations at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Customer which will impact Customer's payment obligation;"

Except as amended hereby, the FSA is restated and shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been duly executed by each party as of the day and year first below written.

Internal Use - Confidential

DFS: **DELL FINANCIAL SERVICES L.L.C.**	**CUSTOMER:** **CITY OF AUBURN, ALABAMA**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date:_____	Date:_____

Internal Use - Confidential