AUBURN
ALABAMA

September 2026
Meeting Schedule

14 **Cemetery Advisory Board**, 4 p.m., Harris Center, 425 Perry Street

15 **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

17 **Water Works Board,** 4 p.m., Water Board Conference Room, 1501 West Samford 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

September 15, 2026

5:55 PM

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

2. **MINUTES**. September 1, 2026.

3. **GREENSPACE ADVISORY BOARD**. Mayor Pro Tem Witten.
   Two (2) vacancies. Terms begin upon appointment and end August 7, 2030. Incumbents: Courtney Raville (2 full terms) and Michael Buckman (1 full term).

4. **INDUSTRIAL DEVELOPMENT BOARD**. Mayor Pro Tem Witten.
   Two (2) vacancies. Terms begin October 10, 2026, and end October 9, 2032. Incumbents: Dave DeBaets (4 full terms) and Matthew Clegg (1 full term).

5. **LEE COUNTY YOUTH DEVELOPMENT CENTER**. Mayor Pro Tem Witten.
   One (1) vacancy. Term begins October 1, 2026, and ends September 30, 2030. Incumbent: Cynthia Boyd (1 full term).

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

7. **ADJOURNMENT**.

CITY OF AUBURN

COMMITTEE OF THE WHOLE

September 1, 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, September 1, 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 City Manager Megan McGowen Crouch

2. **MINUTES**. August 18, 2026

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

3. **QUESTIONS ON THE AGENDA**.

None.

City Manager Crouch said that item 10c1 was withdrawn by the applicant and will not be considered on the regular agenda.

4. **ADJOURNMENT**.

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

_____
Mayor

ATTEST:

_____
City Manager

Auburn City Council
September 15, 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. Committee of the Whole.

    b. 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. September 1, 2026. Special Called Meeting and Regular Meeting.

    b. Alcohol Beverage License. Aramark Educational Services, LLC d/b/a Plainsman Park. 140 – Special Events Retail ABC License. 351 South Donahue Drive.

c. Contracts and agreements.

1. Auburn University. Five-Year Public Safety Contract Agreement Renewal. Public Safety Department. FY27 Annual Rate: $6,662,104.

2. Floyd Service Company, Inc. 2026 Yarbrough Tennis Center Outdoor Courts Lighting Installation. $75,600.

3. Westervelt Ecological Services, LLC. Purchase 1,401.12 stream and wetland mitigation credits. Yarbrough Farms Boulevard Extension. $222,795.

d. Easements.

1. Clayton Group Properties, Inc. Accept public right-of-way easements. Property located at the southern extension of Mimms Trail. Mimm's Trail 15th Addition, Phase A.

2. Wire and Cox Development, LLC. Accept right-of-way easements. Property located at the Northeast corner of Black Swann Road and Cox Road. Swann's Bridge Phase 2 Final Plat.

3. Lovely Investments, LLC. Trident Properties, LLC. Accept public utility easements and public lighting and sidewalk easements. Cedar Crest Subdivision and Chambers Map of Auburn. Property located at 144 and 150 South Ross Street.

4. Owens Family Partnership, LLC. Temporary construction easement and authorize compensation of $87,500. North Donahue Drive Widening Project Phase I.

e. Board appointments.

1. Greenspace Advisory Board. Two (2) positions. Terms begin upon appointment and end August 7, 2030.

2. Industrial Development Board. Two (2) positions. Terms begin October 10, 2026, and end October 9, 2032.

3. Lee County Youth Development Center Board of Directors. One (1) position. Term begins October 1, 2026, and ends September 30, 2030.

9. **ORDINANCES.**

a. Amend FY2026 and FY2027 Biennial Budget. Second reading.

b. Annexations. Planning Commission recommendations. Unanimous consent necessary.

1. Gaither Annexation. Annexation of approximately 3.39 acres. 744 Lee Road 008 (Cotton Valley Lane).

2. Youth for Christ Annexation. Annexation of approximately 0.17 acres. Property located at 1400 North College Street.

c. Rezoning. Youth for Christ. Approximately 1.35 acres from Rural (R) and Development District Housing (DDH) to Comprehensive Development District (CDD). Property located at 1400 North College Street. Unanimous consent necessary. Planning Commission recommendation. Public hearing required.

d. Moratorium on the conditional use approval of new lounges within the Urban Core, Urban Neighborhood-East, and Urban Neighborhood-West zoning districts. Unanimous consent necessary.

10. **RESOLUTIONS.**

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

1. Charred Oak Hemp. Retailer of consumable hemp products use (specialty retailer). Property located at 2900 East University Drive, Suites 120 and 125.

2. Dixie Electric Cooperative. Offices and commercial support uses (warehouse and maintenance shop, contractor storage yard, fuel center). Property located at 2901 Beehive Road.

3. Old Stage Road MUD. Performance residential use (24-unit multiple-unit development). Property located at 621 Old Stage Road.

4. Tiger Spirits Hemp – South College. Retailer of consumable hemp products use (specialty retailer). Property located at 2328 South College Street.

b. Warranty deed and vacation.

1. Bison Trust. Vacation. Prosper at Plainsman Lake Sewer Easement. Property located at 1803 Kenai Pass. Public hearing required.

2. Owens Family Partnership, LLC. Resolution accepting statutory warranty deed and approving compensation of $980,000. North Donahue Drive Widening Project Ph 1.

c. Contracts and agreements.

1. Foresite Group, LLC. Yarbrough Farms Boulevard Extension Project. $344,656.

2. White & Smith, LLC d/b/a White Smith Cousino. Zoning Ordinance Update. $349,154.

11. **OTHER BUSINESS.**

12. **CITIZENS' OPEN FORUM.**

13. **ADJOURNMENT.**

The City Council of the City of Auburn, Alabama, met in special session on Tuesday, September 1, 2026, at 12:00 PM in the Council Chamber in the Auburn Public Safety Building, at 141 North Ross Street.

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

Mayor Anders called the meeting to order.

ROLL CALL.

The following Councilpersons were present: Tyler Adams, Tommy Dawson, Kelley Griswold, Sonny Moreman, Bob Parsons, Beth Witten and Mayor Ron Anders, Jr. Absent: Max Coblentz and Connie Taylor. Also present was City Manager Crouch.

2. **2022 MUNICIPAL ELECTION**. City Manager Crouch.

a. Acceptance of Provisional Ballots from Lee County Board of Registrars.

City Manager Crouch stated that State law requires that the results of an election must be canvassed at noon the Tuesday following the election. She said the appropriate Resolution has been prepared certifying the results of the Tuesday, August 25, 2026, Regular Municipal Election pending the receipt and counting of Provisional Ballots.

Ms. Crouch stated that provisional ballots were submitted by the Lee County Board of Registrars and are ready for certification.

City Manager Crouch opened and read the results of Provisional Ballots as follows:

Candidate	No. of Provisional Votes
Ron Anders, Jr.	8
Robert Wilkins	0
Augustus Ayers	1
Tommy Dawson	3

Ms. Crouch stated that these results will be added to the Provisional column on the prepared Resolution.

b. Resolution Certifying August 25, 2026, Election Results.

Councilperson Adams moved that the Resolution be adopted as amended.
Councilperson Witten seconded the motion and all members voted aye.
Mayor Anders declared the Resolution adopted.
RESOLUTION NO. 26-227

4. **ADJOURNMENT**.

Councilperson Witten moved that the meeting be adjourned.
Councilperson Adams seconded the motion, and all members voted aye.
The meeting was adjourned at 12:18 PM.

_____
Mayor

ATTEST:

_____
City Manager

The City Council of the City of Auburn, Alabama, met in regular session on Tuesday, September 1, 2026, at 6:00 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 City Manager Megan McGowen Crouch.

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

A video was shown to recognize the employees service awards for September 2026.

Employee of the Month		
Moses Webb	Fire	
Service Awards		
Clint Saggus	Engineering Services	10 years
Jon Foshee	Public Works	10 years
Keri Little	Inspection Services	20 years
Heath Weldon	Environmental Services	25 years
Retiree:		
David Carr	Fire	25 years

b. Committee of the Whole.

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

c. 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.

5. **AUBURN UNIVERSITY COMMUNICATIONS.**

Auburn University SGA Representative Andrew Faircloth updated the Council about events at Auburn University.

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

Robert Wilkins (261 Denson Drive) spoke about item 9b.

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

City Manager Crouch said item 10c1 was withdrawn by the applicant.

8. **CONSIDERATION OF CONSENT AGENDA.**

City Manager Crouch asked if any items should be removed from the consent agenda.

There were no items removed from the consent agenda.

Councilmember Dawson motioned 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. August 18, 2026. **APPROVED**

b. Alcohol beverage licenses.

1. Aramark Educational Services, LLC d/b/a Plainsman Park. 140 – Special Events Retail ABC License. 351 South Donahue Drive. **APPROVED**

2. Dumps Like a Truck, LLC d/b/a The Irritable Bao. 020 – Restaurant Retail Liquor. 127 East Magnolia Avenue. **APPROVED**

3. Ithaka Hospitality Partners Auburn Beverage, LLC d/b/a The Hotel at Auburn University. 140 – Special Events Retail. 901 South College Street. **APPROVED**

c. Contracts.

1. Climate Services, Inc. Boykin HVAC Replacement. $45,750. **Resolution No. 26-228**

2. EAC Enterprises, LLC (dba AGX Siteworx). Fire Station 3 Driveway Replacement. $69,189.91. **Resolution No. 26-229**

3. Hydra Service, Inc. Purchase trailer-mounted bypass pump. $175,596.75. **Resolution No. 26-230**

4. Sign World Inc. Purchase wayfinding signage for Parks and Recreation Parks and Facilities. $198,000. **Resolution No. 26-231**

d. Easements. FlexWorkSite, LLC. Accept public easements. Consolidation of Lots B-2B, B-2C, and B-2D, Bent Creek Commercial Park. Property located on the northwestern portion of Hilton Garden Drive. **Resolution No. 26-232**

9. **ORDINANCES.**

a. Rezoning. The District at Richland Road PDD Amendment. Property located at the north-west corner of Shug Jordan Parkway and Richland Road. Planning Commission recommendation. Unanimous consent necessary. Public hearing required.

City Manager Crouch said this ordinance amends The District at Richland PDD. She added that a public hearing was required.

Councilmember Witten introduced the ordinance.
City Manager Crouch read the ordinance by title.
Councilmember Witten motioned 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: Moreman, Parsons, Witten, Adams, Coblentz, Dawson, Griswold, and Mayor Anders. Voting no: None.
Mayor Anders declared the ordinance adopted.
Ordinance No. 3606

b. Amend FY2026 and FY2027 Biennial Budget. Unanimous consent necessary.

City Manager Crouch said this ordinance amends the biennial budget.

Councilmember Witten denied unanimous consent.

Mayor Anders said the ordinance will be considered at the September 15 Council meeting.

10. **RESOLUTIONS.**

a. Contracts and agreements.

1. Pratt Recycling, Inc. Recycling single stream processing. $165 per ton.

City Manager Crouch said this resolution authorizes the City Manager to execute a contract with Pratt Recycling, Inc.

The Council asked questions about the item.

City Manager Crouch and Environmental Services Director Catrina Cook answered the questions.

Councilmember Witten motioned that the resolution be adopted.
Councilmember Adams seconded the motion and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 26-233

2. Temple Inc. Management services for the City's Traffic Control Center. $260,515.

City Manager Crouch said this resolution authorizes the City Manager to execute a contract with Temple Inc.

Councilmember Witten motioned that the resolution be adopted.
Councilmember Coblentz seconded the motion and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 26-234

3. Westervelt Ecological Services, LLC. Purchase 3,003.23 stream and wetland mitigation credits. North Donahue Drive Widening Project Phase 1. $475,815.

City Manager Crouch said this resolution authorizes the City Manager to execute a contract with Westervelt Ecological Services, LLC.

Councilmember Witten motioned that the resolution be adopted.
Councilmember Adams seconded the motion and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 26-235

b. Tax abatement.

1. INFAC North America, Inc. 2250 Riley Street.

City Manager Crouch said this resolution authorizes tax abatements for INFAC North America, Inc.

Councilmember Dawson motioned that the resolution be adopted.
Councilmember Adams seconded the motion and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 26-236

2. MOBIS North America Electrified Powertrain, LLC. 2250 Riley Street.

City Manager Crouch said this resolution authorizes tax abatements for MOBIS North America Electrified Powertrain, LLC.

The Council asked questions about the items.

City Manager Crouch and Economic Development Director Phillip Dunlap answered the questions.

Councilmember Dawson motioned that the resolution be adopted.
Councilmember Parsons seconded the motion and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 26-237

c. Conditional use approvals. Planning Commission recommendations.

1. **WITHDRAWN BY APPLICANT.** 527 Temple Street. Performance residential use (multiple unit development).

This item was withdrawn by the applicant.

2. Celebration Event Center. Commercial and entertainment use (event center). Property located at 1000 Main Street, Suite B. Postponed from August 18, 2026.

City Manager Crouch said this resolution authorizes conditional use approval for a commercial and entertainment use. She added that a public hearing was held at the previous meeting, a motion to adopt the resolution and a motion to add a condition were on the table from the previous meeting when it was postponed.

Councilmember Adams said he asked to postpone the item to talk with the business owner about his proposed condition that events not exceed 10 p.m. seven days a week. He said the business owner agrees to the condition.

Upon the vote to add the condition to close at 10 p.m. every day, all council members voted aye.

Upon the vote to adopt the resolution, all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 26-238

11. **OTHER BUSINESS.**

None.

12. **CITIZENS' OPEN FORUM.**

The following individuals spoke about affordable housing and/or homelessness:

- Laticia Smith (2262 Heritage Ridge Lane)
- Steven Faulk (576 Martin Luther King Drive)
- Cheryl Parker McGhee (634 Shelton Way)
- Kathy Molnar (280 Estate Drive)
- Anthony Brock (349 Lightness Drive)
- Nolan Torbert (936 N. Donahue Drive)
- Tamara Andrews (1330 Shug Jordan Parkway)
- Tameka Martin (736 Stubb Avenue)
- Robert Wilkins (261 Denson Drive)
- Shanta Torbert (1747 Ogletree Road)
- Yolanda Jackson (1020 Holmes Avenue)
- Calvin Patrick (804 Bedell Avenue)
- Norma Sanders (2298 Cannongate Drive, Opelika, AL)
- Jessie Shealy (1962 Miracle Road)
- Debbie Vaughn (847 Dewey Drive)
- Dee Reed (8533 3rd Avenue S, Birmingham, AL)

Steve Cosgrove (1927 Watercrest Drive) thanked city staff and council members for all they do for the community.

13. **ADJOURNMENT.**

Councilmember Griswold moved that the meeting be adjourned.
Councilmember Witten seconded the motion, and all members voted aye.
The meeting was adjourned at 7:59 p.m.

_____
Mayor

ATTEST:

_____
City Manager

Agenda Item Summary

Item No. 8 b

Council Meeting Date	September 15, 2026
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:
Aramark Educational Services, LLC d/b/a Plainsman Park
351 South Donahue Drive
Auburn, AL 36849

Description of item under consideration
Plainsman Park ABC License. Approval of 140 – Special Events Retail alcohol beverage license for property located at 351 South Donahue Drive (Plainsman Park and the surrounding area, including the parking lot) for a special event to be held on the Auburn University campus on October 9-10, 2026. 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: 20260824104201257

Type License: 140 - SPECIAL EVENTS RETAIL **State:** $150.00 **County:** $75.00

Trade Name: PLAINSMAN PARK **Filing Fee:** $50.00

Applicant: ARAMARK EDUCATIONAL SERVICES LLC **Transfer Fee:**

Location Address: 351 SOUTH DONAHUE DRIVE SURROUNDING AREAS INCLUDING PARKING LOT AUBURN, A

Mailing Address: 317 EAST CARSON STREET SUITE 333 PITTSBURGH, PA 15219

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

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: SRV070398122-0440908

Do you sell Draft Beer?: N/A

Date Incorporated: 04/04/2007 **State incorporated:** DE **County Incorporated:**

Date of Authority: 04/18/2007

Federal Tax ID: 23-1354443 **Alabama State Sales Tax ID:** 680001211

Name:	Title:	Date and Place of Birth:	Residence Address:
ARAMARK EDUCATIONAL SERVICE - DE,	Incorporated:04/04/2007		Authority:04/18/2007

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: 20260824104201257

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: RAYMOND BELL
Business Phone: 251-300-6293
Fax:

Home Phone: 251-300-6293
Cell Phone:
E-mail: RBELL@MAYNARDNEXSEN.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous Vendor Number:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260824104201257

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

Name of Property owner/lessor and phone number: AUBURN UNIVERSITY 334-844-1216

What is lessors primary business? EDUCATIONAL INSTITUTION

Is lessor involved in any way with the alcoholic beverage business? NO

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: 500

Display Square Footage:

Building seating capacity: 16

Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE

License covers: OTHER

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: 20260824104201257

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: 20260824104201257

Initial each — **Signature page**

RB In reference to law violations, I attest to the truthfulness of the responses given within the application.

RB In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

RB 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.

RB 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.

RB 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.

RB 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.

RB 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): Raymond Reed Jr.

Signature of Applicant:

Notary Name (print): Abigail Montgomery

Notary Signature: Abigail Montgomery

Commission expires: 11/27/28

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:**

ABIGAIL MONTGOMERY
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 11/27/28

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260824104201257

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: 10/09/2026 Ending Date: 10/10/2026
Special terms and conditions for special event/special retail:
IT IS AN EVENT POP UP AT THE BASEBALL STADIUM PARKING LOT ON 10/09/2026-10/10/2026. THEY WILL BE SERVING BEER.

Other Explanations

License Covers: BASEBALL STADIUM AND SURROUNDING AREAS INCLUDING PARKING LOT.
Are there any special restrictions, instructions, and/or conditions for this license?: IT IS AN EVENT POP UP AT THE BASEBALL STADIUM PARKING LOT ON 10/09/2026-10/10/2026. THEY WILL BE SERVING BEER.

Receipt Confirmation Page

Receipt Confirmation Number: 20260824104201257

Application Payment Confirmation Number: 120410408

Payment Summary	
Payment Item	**Fee**
Application Fee for License License 140	$50.00
Total Amount to be Charged	$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	**County Fee**	**State Fee**	**Total Fee**
140 - SPECIAL EVENTS RETAIL	$75.00	$150.00	$225.00
Total Amount to be Charged	$75.00	$150.00	$225.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 140 - SPECIAL EVENTS RETAIL
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: PLAINSMAN PARK
Applicant Name: ARAMARK EDUCATIONAL SERVICES LLC
Location Address: 351 SOUTH DONAHUE DRIVE SURROUNDING AREAS INCLUDING PARKING LOT
AUBURN, AL 36849
Mailing Address: 317 EAST CARSON STREET SUITE 333
PITTSBURGH, PA 15219

Contact Person: RAYMOND BELL
Contact Home Phone: 251-300-6293
Contact Business Phone: 251-300-6293
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:
Contact Relationship to Applicant: LIQUOR COUNSEL

ABC Application Business License and Zoning Verification Form

Date: 9.8.2026

Applicant name and address: Aramark Educational Services, LLC
317 East Carson Street, Suite 333
Pittsburgh, PA 15219

Trade Name and location of business: Plainsman Park
351 South Donahue Drive
Auburn, AL 36849

Alabama ABC Board License Confirmation Number: **20260824104201257**

Finance Department – Business License Verification

This application is for: A [] new or an [**X**] existing business that [**X**] does or [] 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.	[**X**] Yes	[ ] No	[ ] N/A
If no, has a business license application been submitted?	[ ] Yes	[ ] No	[ ] N/A
This business is current on all City license fees and taxes.	[**X**] Yes	[ ] No	[ ] N/A

Planning Department – Zoning Verification

Type of License Requested: 140 – Special Events Retail

Zoning Classification: Holding District (HD)

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

Date of Conditional Use approval: n/a

Comments: This license is for an event scheduled to take place on Auburn University property at 351 South Donahue Drive (Plainsman Park and the surrounding areas including the parking lot) on 10/9-10/2026. The property is State-owned; therefore, it is not subject to the City's zoning regulations.

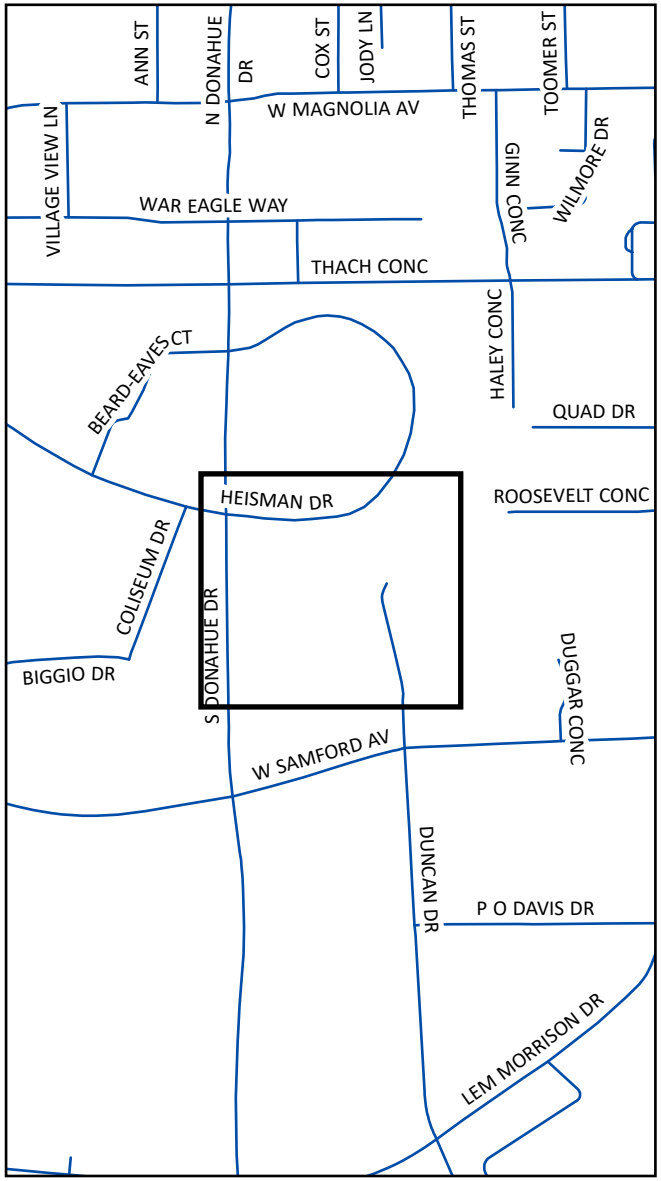
Planning review by: Amber English Date: September 4, 2026

Plainsman Park

ABC License Special
Events Retail



Vicinity Map



Subject Property

0 65 130 260
Feet

The applicant is seeking approval for a Special Events Retail alcohol beverage license located at 351 South Donahue Drive (Plainsman Park) in the Holding District (HD) zoning district. The special event is scheduled to be held 10/9-10/26.

N

Planning Dept.
08/24/2026

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 1

Council Meeting Date	September 15, 2026
Department	Public Safety
Submitted By	Will Mathews
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:
Auburn University
The Quad Center
Auburn University, AL 36849-1111

Description of item under consideration
Resolution authorizing the City Manager to execute a five-year Public Safety Contract Agreement Renewal with Auburn University for the provision of public safety services for the period October 1, 2026, through September 30, 2031. The agreement begins at an annual rate of $6,662,104 for FY27.

Why is Council action needed?
City Council action is needed to authorize purchases in excess of $30,000.

Is this a budgeted item?: Yes

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

FROM: Will Mathews, Public Safety Services Executive Director

DATE: August 31, 2026

SUBJECT: Auburn University Public Safety Contract Agreement Renewal

Attached is the Public Safety Contract Agreement Renewal with Auburn University. This agreement is for the purpose of providing public safety services (including law enforcement services, fire protection, university-recognized student organization fire safety inspections, emergency communications functions, event and incident command and control, event security, etc.) to Auburn University for the period October 1, 2026, through September 30, 2031.

This is the eighth revision of the original contract initiated in 2004. As in previous contracts, an annual cost escalator of approximately five percent is included for the next five-year period at a beginning rate of $6,662,104 in FY27. Additional costs for such items as overtime and staffing of AU Athletics and other special events by Public Safety personnel are billed, additionally, to Auburn University.

We recommend approval of this contract.

RESOLUTION NO. _____

WHEREAS the City Council of the City of Auburn, Alabama, recognizes that it is in the best interest of the City of Auburn to renew a contract agreement with Auburn University for the purpose of providing Public Safety Services.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama authorizes the City Manager to execute a contract with Auburn University for the time period October 1, 2026, through September 30, 2031, beginning at an annual rate of $6,662,104 in Fiscal Year 2027, with annual cost escalations and additional billable costs as provided in the agreement.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 15th day of September 2026.

_____
Mayor

ATTEST:

_____
City Manager

AMENDED AND RESTATED
AUBURN UNIVERSITY/CITY OF AUBURN
STRATEGIC PUBLIC SAFETY PARTNERSHIP AGREEMENT

STATE OF ALABAMA)
)
COUNTY OF LEE)

This Agreement (the "Agreement") is executed on this _____ day of _____, 2026 (the "Effective Date") by and between Auburn University, a corporate body politic and an instrumentality of the State of Alabama (the "University" or "Auburn University") and the City of Auburn, Alabama, a municipal corporation (the "City" or "City of Auburn") (each individually a "Party" and collectively "Parties").

BACKGROUND

Auburn University is an internationally renowned institution of higher education occupying more than 400 buildings over 1,841 acres within the City of Auburn in Lee County, Alabama (including all University property in Lee County, Alabama, hereinafter, the "Main Campus"). Each year, the University enrolls more than 35,000 students and employs approximately 7,000 staff and faculty on the main campus. Surrounding the University, the City of Auburn is home to more than 82,000 residents to whom the City's Public Safety Department provides police and fire protection services.

By way of an August 4, 2004 Merger Agreement, the University delegated and assigned, and the City of Auburn assumed, the duties of policing the Auburn University campus. That agreement was subsequently amended to include a preexisting fire protection agreement and a new agreement to provide fire inspection services. The Parties have entered into multiple contractual addendums relating to their respective duties and the duration of such obligations.

The Parties further facilitated provision of public safety services by the City to the University in 2016. To that end, the City's Emergency Communication Division became, and shall remain, the direct point of contact for public safety related calls on the campus of Auburn University, including both emergency and non-emergency calls for police, fire, and medical assistance. The City's Police Department became, and shall remain, the contracted entity to manage and provide police related functions on the University campus, including (but not limited to) law enforcement, investigation, crime prevention, and patrol. To increase presence on campus, the University will supply, and the City's Police Department will continuously occupy, building space on the University's campus.

In order to provide clarity in the rights and responsibilities of each Party, all prior agreements between the Parties related to the provision of public safety services shall be consolidated and subsumed into this one agreement. It is the design of both Parties that their mutual intentions for the optimization and expansion of public safety services be memorialized through this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and sufficient consideration, the receipt and adequacy of which is hereby mutually acknowledged, the Parties agree as follows:

STATEMENT OF AGREEMENT

I. TERMINATION OF PREVIOUS AGREEMENTS

All previous agreements and amended agreements between the City and the University with regard to the provision of the Services (as defined below) are hereby terminated and superseded by this Agreement; provided, however, that this Agreement does not affect any rights or obligations that accrued before the Effective Date.

The parties further agree as follows:

II. CITY OF AUBURN OBLIGATIONS

A. Provide the Services – In consideration for the remuneration specified in Section III. A. below, the City of Auburn shall provide for the following services under this Agreement (including, but not be limited to the traditional functions performed by law enforcement officials in the State of Alabama, the "Services") on the behalf and for the benefit of the University:

1. Police Protection - The City of Auburn will designate and assign the "Auburn Police Department, University Precinct" 39 sworn officers (the "Officers") and one administrative assistant to fulfill the obligations of this contract, subject to overall operational needs and in consideration of extended leave, vacancies, training, promotions, transfers, etc. The 39 Officers will include one Police Captain, three Administrative Lieutenants, one Administrative Sergeant, four Patrol (shift) Sergeants, twenty-seven Patrol Officers, and three detectives. The City of Auburn agrees to a minimum police staffing level of four (4) patrol-level officers per shift at all times. The City further agrees to have target staffing levels equivalent to those indicated in Exhibit A. Exhibit A may be amended in writing by the Parties from time to time without need for amending this entire Agreement, sufficient to meet the minimum staffing requirements set forth therein.

a) The City of Auburn shall cause its Auburn City Police Department to staff the Auburn Police Department, University Precinct with the officers and other personnel who are best suited to provide the police protection services to the University. City employees assigned to the University Precinct will report for duty each day at the Precinct Office (defined below) on the Main Campus.

b) The Auburn City Police Department hereby agrees to serve as the contracted entity to manage and provide the Services and shall be the exclusive employer of all sworn personnel assigned by the City to the University Precinct. Notwithstanding the foregoing, Auburn University reserves the right to maintain sworn status for the Assistant Vice President of Campus Safety and Compliance and one designee. Those sworn personnel, employed by the University, may continue certification under the City Police Department Reserve Police Officer program, meeting all Alabama Peace Officers' Standards and Training (APOST) requirements. Liability associated with any police actions of these sworn Reserve Police Officers will be determined in accordance with applicable law. Nothing in this Agreement waives or limits any immunity, defense, or other legal protection available to either Party or to either officer.. The City of Auburn will maintain coverage of such reserve officers on their law enforcement liability insurance policy.

c) The organizational structure utilized for the police protection services provided hereunder shall place an emphasis on street-level manpower (police presence) with minimal upper-management staffing on campus. Officers and personnel assigned by the City to work in the Auburn Police Department, University Precinct, shall be selected by the City's commanders based upon their skills, training, and demonstrable ability to relate well and deal effectively with the University's student population.

d) The Auburn Police Department, University Precinct shall be managed by a Police Captain, who shall report directly to and shall serve as a liaison to the Chief of Police of the City of Auburn as the University's primary point of contact for the police protection services provided to the University hereunder.

(1) The Police Captain shall channel daily communications concerning the administration of this Agreement to, and inquiries from, the University through the Assistant Vice President for Campus Safety and Compliance, or such other person as the Auburn University President may designate in writing (the

"University Designee"). Communications concerning broader strategic or policy matters affecting the police protection services provided under this Agreement shall occur between the Auburn Police Department Chief and the University's Vice President, Institutional Compliance & Security.

(2) The Police Captain will be selected per City of Auburn's hiring and promotional policies. The City of Auburn will collaborate with Auburn University and give consideration to the following minimum qualifications and experience:

(a) General police operations command;

(b) Direct experience supervising University and City-wide community policing efforts;

(c) Strong relationships with senior University representatives and University employees who serve the campus public safety mission, or prior commensurate experience in a police division or department or higher education institution.

(d) Strategic planning and budget management;

(e) Technology acquisition and deployment;

(f) Clery Act and Title IX compliance training; and

e) At no additional expense to the University, the City of Auburn shall require each Auburn Police Department's University Precinct personnel to participate and complete an initial Clery Act training course, as well as de-escalation training, upon assignment to the University's Clery geography and also participate and complete annual Clery Act (20 U.S.C. § 1092(f); 3 C.F.R. 668. 46) ("Clery") and Title IX compliance training to include any other concerns necessary to comply with Department of Education regulations and recommendations for university campuses. All training courses discussed herein shall be subject to the prior approval by the University as to instructor, content, and subject matter covered.

f) The City of Auburn shall provide to the University records, including, but not limited to police incident offense reports, citations, CAD reports, and other documents necessary for the effective delivery of general public safety services to the University community and to the extent necessary for the University to comply with the Clery Act. In the event the United States Department of Education requires access to such records, the City of Auburn agrees to coordinate with the University to ensure appropriate timely access for the Department of Education.

g) In furtherance of the University's obligations to comply with the Clery Act and Title IX to facilitate the efficient exchange of information, the parties agree to adhere to the understandings and procedures attached hereto and incorporated herein as Exhibit B, the substance of which may be amended in writing by the parties from time to time without need for amending this entire Agreement.

2. Fire Protection – The City will provide fire protection services to the Campus commensurate with and to the fullest extent of that provided in any other area over which the City has fire protection jurisdiction.

3. University-Recognized Student Organization Fire and Life Safety Inspections - In order to facilitate, under the authority of the City Fire Code Official and his/her assistants, fire and life safety in University- recognized fraternities/University-recognized student organization houses on property owned or leased by the university, the City agrees that it shall complete the following tasks throughout the term of the Agreement:

a) Employment of Fire Inspector. The City shall employ a Fire Code Official whose responsibility will be to inspect fraternity houses and other student organization houses on and off campus for compliance with fire codes and life safety codes.

b) Inspection Schedule. The City Fire Code Official shall inspect each fraternity and other student organization's house during the first eight weeks of the fall and spring semester of every school year. The Fire Code Official shall submit a fire inspection report to the fraternity/student organization being inspected the Office of Greek Life, the applicable Responsible University Unit identified in Attachment 1, and Auburn University Risk Management and Safety.

c) Fire and Life Safety Training. The City Fire Code Official shall assist the University and its students in fire and life safety training for fraternities, house corporations and other student organizations which have houses.

d) Review of Construction and Renovation Plans. The City Fire Code Official will review in a timely manner the design plans for fraternity and other student organization houses at each stage of development, schematics, design and development, renovation, and construction.

e) Fire and Life Safety Inspections of Construction and Renovation. The City Fire Code Official will conduct fire and life safety inspections during construction of new or renovated fraternity and other student organizations' houses on and off-campus.

f) Special Situations. If the City Fire Code Official encounters difficulties or a lack of cooperation, the City Fire Code Official will contact the Office of Greek Life, Division of Student Affairs, to help the City obtain such cooperation.

4. Emergency Communications Functions – The City shall provide call receipt and dispatch functions consistent with the requirements of this Agreement. Such functions shall include both non-emergency and emergency calls for police, fire and medical assistance. The City Police Department's name and number(s), as well as "911," shall be prominently displayed on the Auburn University Department of Campus Safety and Security homepage and other University websites, publications, brochures, etc. for all public safety issues.

5. Command and Control – The University has instituted a unified command and control structure for the safety and security of the University community, which operates in all major event facilities on campus and on the campus generally. The City shall designate police and fire personnel to serve on the University's unified command team consistent with accepted NIMS/ICS standards.

6. Event Security – The City will coordinate inside and outside law enforcement and fire/rescue services for University athletic and campus events through the use of mutual aid agreements using sworn officers and certified firefighters from other state, local and regional agencies.

7. Towing Services – The City shall assist the University with towing services throughout the term, utilizing the City's present wrecker rotation program and impounding vehicles according to stated rules and existing City regulations. Confiscated or seized vehicles which are collected by the City will be held by the City following existing Police Department policies and procedures. Abandoned vehicles and other property from the University campus that is collected by the University will be held by the University at the designated University-owned and operated retention facility and sold according to law. Abandoned bicycles will be collected and controlled by the University's Department of Parking Services. The University reserves the option of requiring some or all vehicles towed from University property to be held by the University at an on-campus location in which case the University will return or dispose of the vehicles according to law and retain the proceeds.

8. State Motor Vehicle Citations – The City will issue state motor vehicle citations to campus drivers and vehicles that are in violation of the State of Alabama Motor Vehicle Code and the Code of Alabama (1975) with fines and fees being paid to the Municipal Court of the City. Auburn University's Department of Parking Services will continue to issue University citations for violations of University parking regulations on campus with fines and fees therefrom to be paid to University. The City Police Department personnel may issue City of Auburn parking citations on weekends, holidays and after-hours for fire lane, fire hydrant obstructions, and ADA violations in accordance with existing City Code when needed.

9. Additional Event Security – The City will provide and be reimbursed by the University for requested security staffing duty or events including Athletics Department events on campus which exceed the amount of personnel provided under this Agreement as set forth in paragraphs II.A.(1) and III.A.(2) above. Scheduling of personnel and events will be the responsibility of the AU Precinct commander or his/her designee in coordination with the University department making the request.

B. Performance Standards – The City shall adhere to the following performance standards and maintain records concerning compliance with those standards in the provision of the Services to the University:

1. Response time for all police and fire emergency calls shall be less than five minutes from the time the call was received by Auburn Communications or other appropriate public safety personnel ninety percent (90%) of the time (to include Fire Department response where accessible by appropriate fire vehicles).

2. Response time for traffic-related incidents, including accidents, shall be less than five minutes from the time the call was received by Auburn Communications or other appropriate public safety personnel ninety percent (90%) of the time.

3. The Precinct Office shall be operational twenty-four (24) hours per day, three hundred sixty-five (365) days a year during the term of this Agreement so as to assure availability for students, faculty and others. The Police Department will ensure that officer(s) will be available for walk-ins at an on-campus location twenty-four (24) hours per day, three hundred sixty-five (365) days a year.

4. The City's emergency communications center shall be available twenty-four (24) hours per day, three hundred sixty-five (365) days per year during the term of this Agreement to calls from students, faculty, and other University personnel.

5. The City shall maintain a 24/7 staffed fire station with pumper and ladder truck companies within one mile of Samford Hall and written mutual aid agreements shall be in place to provide for a response to the university's campus should the City's fire services be tasked out on emergency calls in the city.

6. In general, the Services shall be at a level at least equal to similar services provided by the City to all other City residents and businesses.

7. By March 1 of each year of the Agreement, the City shall provide an annual report for the preceding calendar year containing: (a) crime statistics and supporting incident information for all locations identified by the University as part of its Clery geography, organized in a reasonable format as determined by the City; (b) records of all fire-department responses to on-campus student housing facilities and any other University-owned or controlled residential facilities identified by the University regarding any fire, any event determined to be attempted arson, any injuries to persons, and/or the death of any person..

III. UNIVERSITY OBLIGATIONS

A. Make payments to the City of Auburn in compensation for the Services – In exchange for the Services provided hereunder, the University shall pay annually to the City:

1. An amount equal to Schedule "A", attached hereto and incorporated herein.

2. The City shall invoice the University quarterly for the Services.

~~3.~~ Additional Security Fee – Additionally, the University will reimburse the City for all documented personnel costs (including detail regarding number of working personnel, requesting unit, written approval for the request, etc.) for special duty or event security requested by the University in accordance with Section II.A.9.

B. Provide Location for Precinct Office – The University shall provide a location on campus that will function as the headquarters for the City to provide the police Services (herein, the "Precinct Office"). The Precinct Office shall be located within the current University Department of Campus Safety and Security building and shall be located on West Magnolia Avenue in Auburn, Alabama.

C. Impound Facility – The University shall operate and maintain a vehicle and property retention facility in order for the City to comply with obligations under section II.B.7 of this document.

D. Network Connectivity – The University OIT Department will coordinate and facilitate network communications with the City IT Department to maintain consistent connectivity of computer and communications service.

E. Information Access – Subject to FERPA, HIPAA, and other federal and state statutes and regulations concerning the privacy of personally identifiable and confidential information, the University shall provide prompt access to student, staff, and faculty contact, vehicle, and schedule information for police and fire use only in the furtherance of an official investigation or emergency response. The University may disclose FERPA-protected information to the City without prior consent of the student when the City is acting as on behalf of the University in an official capacity and with a legitimate educational interest in such information. To the extent such a disclosure is made, the City agrees that it shall:

1. Use information only for the performance of this Agreement and shall not disclose that information to any third parties except as required by law, lawful subpoena, or as otherwise permitted by FERPA;
2. limit access to personnel with a legitimate need for the information; and
3. maintain reasonable safeguards against unauthorized access, use, or disclosure.

To the extent the University determines that the City is receiving education records as a school official performing an outsourced institutional service or function, the City shall be subject to the University's direct control with respect to the use and maintenance of those records and shall comply with 34 C.F.R. §§ 99.31(a)(1)(i)(B) and 99.33.

F. Assistance with Fire and Life Safety Rules and Regulations – Though primary enforcement shall rest with the City, the University shall assist the City with the City's covenant to enhance fire and life safety in fraternities and other student organization housing as provided herein and shall use its best efforts to encourage the organizations to comply with the procedures shown in Attachment 1, incorporated herein by reference.

1. Inspection of Property – The University shall adopt student rules and regulations which require University-recognized fraternities and other student organizations with housing to rectify to the satisfaction of the City of Auburn Fire Code Official all fire and life safety code violations within the time specified.

   If the violations are not corrected by the time specified by the Fire -Code Official, and according to the time limits specified in Attachment 1 entitled "University-Recognized Student Organization Fire and Life Safety Program," the University may revoke any lease of the fraternity, student organization or house corporation for the affected property, subject to governing law , and the City may seek prosecution against any person responsible for non-corrected violations of health, safety and welfare code or statute in any court of competent jurisdiction including but not limited to the Auburn Municipal Court.

2. Fire Education Programs – The University shall provide a fire and life safety education program for fraternities, house corporations and other student organizations that have housing and require a fire self-inspection program as described in Attachment 1.

3. Inspections – The University will notify fraternities, house corporations and other student organizations with housing that periodic inspections will be conducted consistent with the requirements of Attachment 1.

4. Required Fire Equipment – The University shall adopt rules and regulations that require fraternities, house corporations and other student organizations with housing (including all assembly areas such as "party barns") to install and maintain the following fire equipment and to keep the same tested in accordance with the schedules given below:

   a) Fire alarm system – inspected and tested annually by a certified fire alarm company.

   b) Range hood fire suppression system – inspected and tested semi-annually by a certified fire protection company.

   c) Fire extinguishers – an Alabama Licensed Fire Protection Company will be engaged to perform annual service on portable fire extinguishers as well as required monthly inspections, testing and maintenance.

   d) Fire sprinklers – must be installed and inspected visually monthly, inspected and flow tested quarterly, have a complete system inspection, inclusive of backflow preventers, and be tested annually by a licensed fire sprinkler company permitted to work in Alabama by the Alabama State Fire Marshal.

   e) Fire drills – The City will participate, when requested, in fire drills on the university campus and contracted housing properties. The City will schedule fire drills with fraternities and other student organizations with housing. Fire drills

scheduled after business hours will result in personnel cost reimbursement only when the estimated cost and applicable personnel rates have been approved in writing by the University Designee or the applicable Responsible University Unit before the drill.

f) Additional inspection, testing, and maintenance – Additional inspection, testing and maintenance requirements of fire protection systems and equipment set forth in Attachment 1.

g) Proof of certification – Fraternities, house corporations and other student organizations must show the certifications of the fire equipment test inspections to the Fire Code Official at each fall and spring semester fire inspection.

IV. CITY EXCLUSIONS

Monitoring of Building/Night Security Monitors – The University, rather than the City, shall maintain primary responsibility for maintaining and monitoring University camera systems, private security contracts, unarmed university security personnel, night security shuttle, emergency preparedness training (to include active shooter response training courses held on campus), University Crisis Management and Executive Management Teams' coordination for emergencies and disasters, Clery Compliance, Control of the university building(s) in which the University Precinct will be co-located, Timely Warning and Emergency Notification coordination, Emergency Planning, Identity Management, Access Control as well as other university functions not covered in this agreement.

V. FURNITURE, FIXTURES, OR EQUIPMENT/VEHICLES OR LAW ENFORCEMENT/FIRE PROTECTION SAFETY, SAFETY TOOLS.

Furniture, Fixtures or Equipment / Vehicles or Law Enforcement/Fire Protection, Safety Tools. The University shall provide utility services, maintenance, furniture, and fixtures for utilization by the City in the Precinct Office. The University Designee shall be responsible for coordinating and approving all acquisitions by the City of such utility services, maintenance services, furniture, and fixtures described herein. Additionally, the University shall not be responsible for providing vehicles, or for providing law enforcement, fire safety or fire protection tools, equipment or computers for use by the City in the performance of the Services provided hereunder.

VI. INSURANCE

The City shall add Auburn University to its General Liability, Automobile Liability and Employers Liability insurance policies with the following wording "Auburn University, its Board of Trustees (collectively and individually), Administrators, Faculty, Staff and Agents, are hereby added to this policy as additional insured". An official endorsement shall be provided showing this coverage is in place. This insurance requirement shall not be construed as limiting in any way the extent to which the City may be held responsible for the payment of damages to any persons resulting from its operations or the activities of any person or persons for which it is liable. The City shall comply with all insurance requirements specified in Exhibit C.

VII. SUBCONTRACTING

The City shall not contract with any other party for any of the services herein contracted without the express prior written approval of the University and shall be required to assume responsibility for all services, whether or not the City provides them directly to the University. The City shall be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from this Agreement.

VIII. LICENSE AND PERMITS

The City shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract.

IX. TERM AND TERMINATION

A. Term. The term of this Agreement will begin on the Effective Date and continue through September 30, 2031, unless terminated earlier in accordance with this Section IX (the "Term"). The Parties may extend the Term only by a written amendment signed by authorized representatives of both Parties.

B. Termination for Cause. The University may terminate this Agreement for cause, based upon the failure of the City to comply with the terms and/or conditions of the same, or failure to fulfill its performance obligations pursuant to this contract, provided that the University shall provide the City with written notice specifying the City's failure. If within thirty (30) days after receipt of such notice, the City shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the City in default and the Agreement shall terminate on the date specified in such notice.

The City May exercise any rights available to it under Alabama law to terminate for cause upon the failure of the University to comply with the terms and conditions of any awarded contract,

provided that the City shall give the University written notice specifying the University's failure and a reasonable opportunity for the University to cure the defect. The City shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

C. Termination for Convenience. This Agreement shall remain in effect until either party gives a minimum of nine (9) months' written notice of intent to terminate the Agreement. The parties agree to work in good faith to ensure that any termination and subsequent transition shall not result in the absence of the Services.

D. Cancellation for Lack of Funding. This Agreement may be cancelled without further obligation on the part of Auburn University in the event that the University determines, in its subjective discretion, that sufficient appropriated funding is unavailable to assure full performance of its terms. In such event, the City shall be notified in writing of such non-appropriation at the earliest opportunity.

X. CONFIDENTIALITY

In order to carry out the terms of this contract, and only to the extent necessary to carry out obligations under this contract, sensitive, confidential, or otherwise similarly protected information may be shared between the University and the City. Each party agrees to protect such information to the extent allowed by law. Neither party will further disclose such information without the express consent of the other party. All media releases related either to the terms of this contract or to any matter covered by this agreement shall be coordinated between the University and the City. Nothing in this Section will prevent or delay emergency notifications or legally required disclosures.

XI. MISCELLANEOUS

A. Independent Contractors. The Parties are entering into this Agreement as independent contractors, and this Agreement will not be construed to create a partnership, joint venture or employment relationship between them. Neither Party will represent itself to be an employee or agent of the other or enter into any agreement or legally binding commitment or statement on the other's behalf of or in the other's name.

B. Notice. All notices relating to this Agreement will be in writing and will be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices will be addressed as follows:

(1) If to University:
Auburn University
101 Samford Hall
Auburn, AL 36849-5163
ATTENTION: Jaime S. Hammer, Esq., General Counsel
FAX: (334)844-4575

(2) If to City:
City of Auburn Public Safety Department
141 N. Ross St., Suite A
Auburn, AL 36830
ATTENTION: Will Mathews, Executive Director of Public Safety
TELEPHONE: (334) 501-3110

C. Assignment. Neither Party may assign this Agreement or any of its rights or obligations hereunder, whether voluntarily or involuntarily, without the other Party's prior written consent. Subject to the foregoing, this Agreement will be binding on and enforceable by the Parties and their respective successors and permitted assigns.

D. Amendment. This Agreement may be amended, modified or supplemented by the Parties, provided that any such amendment, modification or supplement must be in writing and signed by a duly authorized representative of each Party. Changes to the Agreement include but are not limited to any change in: compensation; beginning/ending date of the contract; scope of work; and/or City change through the Assignment of Contract process.

E. Waiver. No waiver by a Party with respect to this Agreement will be effective or enforceable against a Party unless in writing and signed by that Party. Except as otherwise expressly provided herein, no failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by a Party, and no course of dealing between or among any of the Parties, will constitute a waiver of, or will preclude any other or further exercise of the same or any other right, power or remedy.

F. Audit of Records. The City shall, upon ten (10) days written notice, allow the University or a representative of the University to audit such books and records at a mutually agreed upon time and place. During the Term, and for a period of seven (7) years thereafter, the City will keep complete and accurate books and records sufficient to verify the amounts paid or owed under this Agreement.

G. Record Retention. The City shall maintain all records in relation to any contract resulting from this Agreement for a period of at least seven (7) years after final payment.

H. Compliance with Laws. The City shall comply, in all material respects, with all applicable laws and rules and regulations, in performing its obligations hereunder.

I. Immigration. The City affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama, Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom

J. Non-Discrimination. The City agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the City agrees to abide by the requirements of the Americans with Disabilities Act of 1990. The City agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex (which includes sexual orientation, gender identity, and gender expression), national origin, veteran status, political affiliation, disabilities. Any act of discrimination committed by the City, or failure to comply with these obligations when applicable shall be grounds for termination of this contract.

K. Headings. The headings of sections and subsections of this Agreement are for convenience of reference only and are not intended to restrict, affect or otherwise influence the interpretation or construction of any provision of this Agreement.

L. Severability. If any provision of this Agreement is construed to be invalid, illegal or unenforceable, then the remaining provisions hereof will not be affected thereby and will be enforceable without regard thereto.

M. Choice of Law; Jurisdiction and Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Alabama, without regard to conflicts of law principles. Any claims against Auburn University arising out of this Agreement shall be submitted to the Alabama State Board of Adjustment. Auburn University does not waive and specifically reserves all immunities to which it is entitled by the laws of the State of Alabama and the United States, including Article I, section 14 of the Constitution of Alabama, and the Eleventh Amendment to the United States Constitution. Exclusive jurisdiction and venue of any claims not barred by immunity, nor required to be filed before the Board of Adjustment, shall be in the Circuit Court of Lee County, Alabama, or the United States District Court for the Middle District of Alabama.

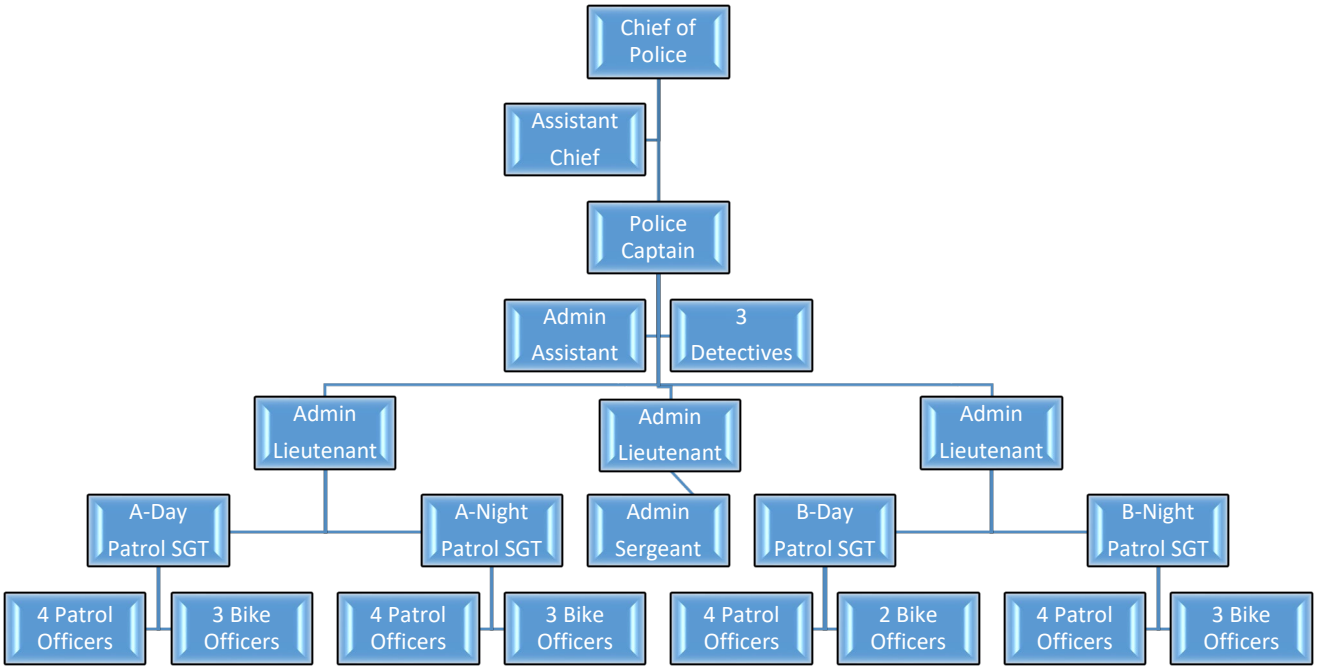
N. Entire Agreement. This Agreement, together with the Exhibits to this Agreement, represents the entire understanding between the Parties with respect to the subject matter hereof and supersedes all previous oral or written communications or agreements, and all contemporaneous oral communications and agreements, between the Parties regarding such subject matter. No breach of this Agreement by either Party will affect the rights or obligations of either Party under any other agreement between the Parties.

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the Effective Date.

City of Auburn	**Date**
Auburn University	**Date**

EXHIBIT A

MINIMUM STAFFING REQUIREMENTS



The City will provide fire and police protection services to the University commensurate with and to the fullest extent of that provided in any other area over which the City has police and fire protection jurisdiction, to include, but not limited to, the full resources (SWAT team, Accident Investigation team, specialized investigations using federal task force personnel, HAZMAT, rescue, ambulance services, etc.) of the Police and Fire Departments as needed on an operational basis. The City agrees to allocate the 40 Police employees (or less, in the event of vacancies, annual leave, training, etc.) assigned to the AU Precinct to fulfill the daily patrol, administrative and investigative responsibilities on the campus of Auburn University as their primary responsibility, as similar to the manner indicated on this "Exhibit A". The Agreement recognizes that campus and non-campus officers may work extra duty assignments, extra shift assignments, etc. on or off the campus of Auburn University.

EXHIBIT B

COMMUNICATION AND INFORMATION SHARING PROTOCOL

The Parties expressly acknowledge and agree that their timely, mutual exchange of information relevant to campus safety is critical to the effective provision of public safety services to the Auburn University community, and to the University's efforts and ability to comply with the Clery Act and Title IX, such efforts to necessarily include, but not be limited to, accurate tracking and classification of crimes reported and facts related to such reports, victim and witness assistance, issuance of timely warnings and emergency notifications (as those terms are defined in the Clery Act), and development and publication of the University's federally required annual security report, annual fire safety report, and related statistical disclosures. Accordingly, the Parties agree that at minimum, the following requirements shall govern the Parties' obligations with respect to the mutual sharing of information between them.

1. Emergency Calls or Calls for Police, Fire or Medical Services

    a. All information related to policing Services distributed to the Auburn University campus will direct individuals to call 911 immediately for all calls that may require police, fire and emergency medical services.

    b. All emergency calls or calls for police, fire or medical services received by Auburn University Department of Campus Safety and Security personnel shall be immediately transferred to the City of Auburn Public Safety Department, Emergency Communications Division by transferring the call to (334) 501-3100. If a caller reporting an emergency is disconnected, the call taker should immediately dial 911 to report the emergency.

2. General Information Sharing

    a. Requests for information, communications about general campus safety and security concerns, and follow up communications about incidents/offenses, from the Auburn University Department of Campus Safety and Security~~)~~ administration to the City of Auburn Public Safety Department, shall be directed to the Police Chief, Fire Chief or their specified designees.

    b. Requests for information, communications about general campus safety and security concerns, and follow up communications about incidents/offenses, from the City of Auburn Public Safety Department to the Auburn University administration, should be directed to the University Vice President for Institutional Compliance and Security.

3. Clery Geography

    a. Auburn University's Clery geography is defined as campuses within the City of Auburn and all reasonably contiguous properties owned or controlled by the University.

    b. Off-campus buildings and properties owned or controlled by the University and used by students; and public property within or immediately adjacent to and accessible from any of the five identified campuses.

c. The Auburn University Department of Campus Safety and Security will periodically provide a complete list of all properties considered part of Auburn University Clery geography and a color-coded Clery geography map of the main campus and adjacent properties to the City of Auburn Public Safety Department.

d. Auburn University should promptly communicate any changes to the Auburn University Clery geography to the City of Auburn Public Safety Department, including specifics on locations and effective dates of each change.

4. Immediate Notification of Incidents

The Clery Act requires the University to issue a "timely warning" to the campus community regarding any Clery Act crime that is reported to campus security authorities (as that term is defined under the Clery Act), including, but not limited to the City of Auburn Police Department; occurs within the University's Clery geography and immediate campus community; and is deemed to represent a serious or continuing threat to the University community. The Clery Act further requires the University to immediately issue an "emergency notification" to the campus community upon confirmation of a significant emergency or dangerous situation involving an immediate threat to the health or safety of students or employees occurring on campus. In order to facilitate the University compliance with its timely warning and emergency notification obligations, the City of Auburn Public Safety Department Incident Commander, on-duty supervisor, or other administrator shall immediately notify the Auburn University Department of Campus Safety and Security via the on-call phone number provided of any of the following, with follow up by email to the Auburn University Department of Campus Safety and Security:

a. Significant emergency or dangerous situation involving an immediate threat to the health or safety of the Auburn University campus community, including but not limited to:

i. Fire in a University owned or controlled building, or approaching a University owned or controlled property;

ii. Terrorist incident;

iii. Armed intruder;

iv. Bomb threat;

v. Civil unrest or rioting;

vi. Explosion;

vii. Chemical release that may impact Clery geography.

b. Any crimes of violence reported to the City of Auburn Public Safety Department, which are reported to have occurred on Auburn University Clery geography.

c. Sexual assault, dating violence, domestic violence, or stalking incidents reported to the City of Auburn Public Safety Department in which both parties to the incident are either students or employees of Auburn University, regardless of location, within the police jurisdiction, or

of which the City becomes aware through direct notification to the City from an agency outside the jurisdiction.

d. Sexual assault, dating violence, domestic violence, stalking or other incidents of crimes of violence reported to the City of Auburn Public Safety Department in which the victim is a University student, faculty member, or staff member, and the incident is alleged to have occurred in any property owned, control, or operated by the University.

e. Incidents involving use of a weapon against a student.

f. Incidents involving significant injury to or death of a student or employee, regardless of location within the police jurisdiction or of which the City becomes aware through direct notification to the City from an agency outside the jurisdiction.

g. Incidents that may cause alarm to the campus community.

h. Fires of any size occurring on Auburn University Clery geography.

i. Nothing within this section precludes the City Police and Fire Departments from having direct communications with students, faculty and staff as needed.

A current list of all applicable email addresses and phones numbers to be used for these notifications shall be periodically provided to the City of Auburn Public Safety Department's Emergency Communications Division by the Auburn University Department of Campus Safety and Security.

5. Emergency Notification

a. The Auburn University Department of Campus Safety and Security and the City of Auburn Public Safety Department's Emergency Communications Division have the ability to activate mass and targeted emergency communications to the Auburn University campus community for the purpose of alerting the University community to the existence of certain conditions requiring the University to issue timely warnings and/or emergency notifications, as those terms are defined under the Clery Act and its implementing regulations. Primary responsibility for emergency notification system activation resides with the Auburn University Department of Campus Safety and Security.

b. Activation shall not be delayed if it is warranted. Unless already being coordinated by the Auburn University Department of Campus Safety and Security, the Emergency Communications Division of the City of Auburn Public Safety Department shall, upon immediate approval by the Incident Commander or on-scene supervisor, activate the appropriate emergency notification.

c. Immediately following the activation of a campus emergency notification message:

i. If activated by the City of Auburn Public Safety Department, the Incident Commander or issuing Communications Officer shall notify the Auburn University Department of Campus Safety and Security by calling the on-call emergency telephone number provided, followed by the cell phone for the head of the department or designee.

ii. If activated by the Auburn University Department of Campus Safety and Security the person initiating the notification should notify the City of Auburn Public Safety Department Emergency Communications Division.

d. A current list of redundant contacts shall be periodically provided to the City of Auburn Public Safety Department's Emergency Communications Division by the Auburn University Department of Campus Safety and Security.

e. All follow up notifications, to include updates and "all clear" messages, shall be coordinated by the Auburn University Department of Campus Safety and Security unless otherwise specified by same.

6. Incident Reports

For Clery & Title IX compliance and safety operational purposes, the City of Auburn Public Safety Department shall send the following, on a daily basis (on normal University workdays), via email to the Auburn University Department of Campus Safety and Security and departmental crime reporting email account (crimereport@auburn.edu), or other prescribed method designated by the University's Vice President, Institutional Compliance & Security:

a. Incident/offense reports for incidents and all allegations of crime occurring on all Clery geography;

b. Arrests and non-traffic citations on all Clery geography;

c. Supplements/disposition updates for all incidents occurring on Clery geography;

d. Incident/offense reports for reported sexual assault, dating violence, domestic violence, or stalking incidents reported to the City of Auburn Public Safety Department in which both parties to the incident are either students or employees of Auburn University, regardless of location within the police jurisdiction, or of which the City becomes aware through direct notification to the City from an agency outside the jurisdiction, if a report is provided.

7. Fire Reporting and Investigations

a. For each fire occurring on Auburn University Clery geography that is not immediately known to be accidental, the City of Auburn Public Safety Department should coordinate an arson investigation. If concerns arise as to the nature of the fire, i.e. accidental or deliberate, the City of Auburn Public Safety Department will contact the State of Alabama Fire Marshal to investigate the fire further. The City of Auburn Public Safety Department shall provide details and results of each investigation to the Auburn University Department of Campus Safety and Security and Auburn University Risk Management and Safety on the day of or the day following completion of the investigation.

b. If the City of Auburn Public Safety Department is aware of a fire occurring on Auburn University Clery geography that is not known to be accidental and is unable to conduct an investigation, the Police Chief, Fire Chief or designee shall notify the Auburn University Department of Campus Safety and Security and Auburn University Risk Management and Safety, so that arrangements can be made for investigation by a qualified individual.

8. All issues that are not addressed in this Agreement shall be discussed and coordinated by University's Vice President, Institutional Compliance & Security and the City of Auburn Public Safety Department or designees.

EXHIBIT C

INSURANCE REQUIREMENTS FOR CITY OF AUBURN

General

The City shall, at its own expense, procure and maintain, without interruption during the entire term of this contract, insurance of the kinds and limits listed hereunder. Insurance Services Office, Inc. (ISO), or industry equivalent, Certificates of Insurance and Additional Insured Endorsements issued by the City's insurance carrier shall be furnished to Auburn University and **shall name Auburn University, its Board of Trustees (collectively and individually), Employees, and Agents as Additional Insureds** on the General Liability, Automobile Liability, and Police Liability policies. The insurance coverages required under this Agreement are minimum insurance limits required and are not intended to limit the responsibility or liability of the City. If any sub-contractor is used to fulfill this contract, they or the City on their behalf, shall carry the same coverages and limits of insurance outlined herein. It shall be the City's responsibility to ensure compliance of this requirement.

Workers' Compensation and Employers' Liability Insurance

a. Workers' Compensation insurance shall be written in accordance with statutory coverage required by the State of Alabama. A self-insurer must provide a certificate issued by the Alabama Department of Labor stating the City is qualified to pay its worker's compensation claims.
b. Employer's Liability Insurance shall be written with minimum limits of:
   1. Bodily Injury by Accident - $1,000,000 each accident
   2. Bodily Injury by Disease - $1,000,000 each employee

Commercial General Liability Insurance

Commercial General Liability Insurance shall be written on an occurrence form and shall provide at minimum the following limits:

Each Occurrence $7,000,000
Damage to Rented Premises $ 100,000

In Addition, the Policy:

- must cover activities to be performed by the City, including law enforcement and fire protection services.
- shall be endorsed to be Primary and Non-Contributory to any insurance held by Auburn University.

Commercial Automobile Liability Insurance

Commercial Automobile Liability Insurance shall include coverage for bodily injury and property damage arising from ownership, maintenance or use of any and all owned, non-owned, leased, and hired automobiles.

Minimum limit $7,000,000 Combined Single Limit.

Police Professional/Law Enforcement Liability
Police Professional /Law Enforcement Liability shall include coverage for bodily injury, personal injury or property damage that results from law enforcement activities or operations.

Minimum Limit $7,000,000 Each Occurrence.

Claims made policies must include a three year reporting period or coverage must be provided for up to three (3) years after the termination of this contract.

POLICY PROVIDERS
All insurance coverage shall be issued by an insurer licensed as an admitted insurer or authorized by the Alabama Commissioner of Insurance as a surplus lines insurer. The insurance company must have a minimum current *A.M. Best's* rating of A-, Class V, acknowledging that excess insurance is an acceptable means of meeting the minimum financial rating.

NOTIFICATION ENDORSEMENT
Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be canceled, materially changed, allowed to lapse, or allowed to expire until Auburn University has received thirty (30) days of written notice. Renewal certificates shall be sent to Auburn University within five (5) days following the renewal or any expiration date of coverage.

DEDUCTIBLES
The City may elect to secure an insurance program with a deductible or self-insured retention (SIR). The City must notify Auburn within thirty days following the implementation of an insurance program with a deductible or self-insured retention greater than $25,000. The City may be required to furnish audited financial statements to determine the City's financial ability to absorb the obligation of a deductible or SIR without material impact on the solvency of the City.

IMPAIRMENT OF LIABILITY
In the event the insurance program required by Auburn University were to have any pending claim(s), which may limit or exhaust any aggregate limits by more than twenty percent (20%), Auburn University shall be notified within thirty (30) days.

DUTY TO PROVIDE COPIES OF INSURANCE POLICIES
The University shall be entitled, upon request and without expense, to receive copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification or particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the Parties or to underwriting on such policies. The City and/or the City's insurance carrier will make the final determination regarding coverage changes.

NOTICE OF INCIDENT
Consistent with current privacy restrictions and the Clery Act, the City shall inform the University of all incidents and/or accidents that occur on Auburn University premises or arising out of the performance of this Agreement that result in any of the following:

1. Fatality;
2. Major paralytic injuries such as paraplegia and quadriplegia;
3. Second or third degree burns to 25% or more of the body;
4. Amputation, permanent loss of use of a major extremity;

5. Head or brain injuries;
6. Loss of sight;
7. Sexual molestation, sexual assault or rape.

Such notification shall be provided as soon as reasonably possible but will not exceed twenty- four (24) hours after the City is aware of the incident/accident.

Schedule A

Pymt Date	Quarterly Pymts	Annual Contract Amount	
1-Oct-26	1,665,526		
1-Jan-27	1,665,526		
1-Apr-27	1,665,526		
1-Jul-27	1,665,526	6,662,104	FY27
1-Oct-27	1,748,802		
1-Jan-28	1,748,802		
1-Apr-28	1,748,802		
1-Jul-28	1,748,802	6,995,209	FY28
1-Oct-28	1,836,242		
1-Jan-29	1,836,242		
1-Apr-29	1,836,242		
1-Jul-29	1,836,242	7,344,970	FY29
1-Oct-29	1,928,054		
1-Jan-30	1,928,054		
1-Apr-30	1,928,054		
1-Jul-30	1,928,054	7,712,218	FY30
1-Oct-30	2,024,457		
1-Jan-31	2,024,457		
1-Apr-31	2,024,457		
1-Jul-31	2,024,457	8,097,829	FY31

ATTACHMENT 1
Auburn University Recognized Student Organization Housing Fire and Life Safety Program

This appendix to the City of Auburn Public Safety Agreement outlines expectations for recognized student organizations regarding fire safety. Auburn University and the City of Auburn share a commitment to protecting the safety and well-being of students and the community and recognize student organizations as important partners in these efforts.

The responsibilities described in this appendix are intended to promote fire and life safety awareness, compliance with applicable laws and policies, and proactive risk reduction during student organization activities. Adherence to these expectations supports a safer campus and community environment. The University shall implement these standards, to the extent within its authority, through applicable University policies, recognition requirements, leases, and other agreements.

Definitions

- House Corporation – A legal entity responsible for a property obtained for the purpose of student gathering or living. Examples include an organization renting land from the university for a fraternity house, or an organization purchasing land/structures in the City of Auburn for a fraternity house or other student organization housing.
- Student Organization – An Auburn University-recognized group of students who identify as a specific organization.
- Responsible University Unit – The Auburn University department that is responsible for ensuring a student organization and/or house corporation complies with the City of Auburn Public Safety Agreement. For any Greek organizations, such as fraternities, the Responsible University Unit is Greek Life. For most other student organizations, the Responsible University Unit is Student Involvement.

House Corporation Requirements

1. **Maintain a Posted Fire and Life Safety Evacuation Plan**
   Each House Corporation must prepare and maintain a current fire and life safety evacuation plans. The plans shall be posted in a prominent, highly visible manner, in each bedroom, on the back of each bedroom exit door, and near doorways in each common space.

2. **Participate in Fire and Life Safety Inspections**
   Each House Corporation must provide a representative to participate in an inspection by the City of Auburn Fire Code Official during both Fall and Spring Semesters. Inspections are:
   - Scheduled by the Responsible University Unit and the City of Auburn Fire Code Official
   - Conducted within the first 30 calendar days of each fall and spring semester

3. **Contract with a Licensed Fire Prevention, Detection, and Suppression Company**
   Each House Corporation must have an active contract with an appropriately licensed company for inspection, testing, and maintenance of fire equipment, detection systems. The company must perform annual testing and inspections in accordance with the National Fire Protection Association (NFPA) 72, Fire Alarm Code, as required by State and Local Code. Documentation of the contract and the annual inspection shall be provided to the Responsible University Unit by August 1 each year.

   The contract must include services to perform inspections, testing, and maintenance on:
   - Sprinkler systems in accordance with the NFPA 25,

- Standard on the Inspection,
- Testing and Maintenance of Water- based Fire Protection Systems
- Portable fire extinguishers in accordance with NFPA 10
- Standard for Portable Fire Extinguishers
- Exit signs and emergency lights to ensure the operational integrity of these life safety appliances
- Kitchen range hood fire suppression systems

The contractor must also post inspection tags on:

- Fire alarm control panels
- Exit signs and emergency lights
- Sprinkler system riser
- Portable Fire extinguishers
- Fire alarm control panel

The contractor must also place a copy of the inspection report inside the panel.

4. **Attend Fire and Life Safety Education**

Each House Corporation must have a House Corporation member attend a fire and Life safety education training every two years. These training courses are:

- Led by the City of Auburn Fire Code Official and AU Risk Management & Safety
- Scheduled by the Responsible University Unit
- Conducted every year

5. **Manage Records**

Each organization must maintain the following documents:

- Evacuation drill reports
- Monthly self-inspection reports
- City of Auburn fire inspection reports
- Fire Prevention, Detection, and Suppression annual contract
- Fire Prevention, Detection, and Suppression inspection reports

Student Organization Requirements

1. **Select a Student House Manager**

Each organization must select a student house manager or organization leader responsible for facilitating compliance with the requirements delineated herein. If this role is not filled, the student organization president must meet all requirements.

2. **Attend Fire and Life Safety Education**

Each organization must have a Student House Manager attend a fire and life safety education training every semester. These trainings are:

- Led by the City of Auburn Fire Code Official, AU Risk Management and Safety
- Scheduled by Responsible University Unit
- Conducted at the beginning of each fall and spring semester
- Required for the student organization president or designee to attend
- Required for the student house manager to attend

3. **Participate in Fire and Life Safety Inspections**

Each Student Organization must provide a trained representative (Student House Manager) to participate in an inspection by the City of Auburn Code Official in the Fall and Spring Semesters. Inspections are:

- Scheduled by the Responsible University Unit and the City of Auburn Fire Code Official

- Conducted within the first 30 calendar days of each fall and spring semester

At these inspections, the Student House Manager is required to provide access to the City of Auburn Fire Code Official, AU Risk Management and Safety, and the Responsible University Unit.

4. **Submit Organization Rosters**
   Each student organization must submit contact information annually to the Responsible University Unit. These rosters must include the names, email addresses, and telephone numbers for the following roles:
   - House Corporation Officials
   - House Mom/Dad/Advisor living in the house
   - Student Organization President
   - Student House Manager
   - Occupant rosters of students living in the house for spring, summer, and fall

   This information is collected by the Responsible University Unit and is due by August 1 every year or more frequently as positions change. All updates by the student organization should be communicated when changes occur.

5. **Participate in Unannounced Evacuation Drills**
   Each student organization must participate in unannounced evacuation drills each semester, conducted by the City of Auburn.

6. **Perform Monthly Self-Inspections of the House and Submit Reports**
   The Student House Manager must perform a fire and life safety self-inspection of their house and any exterior/annex facilities every month. After conducting the self-inspection, a report must be submitted to the Responsible University Unit by the first day of each month (September – May).

Responsible University Unit Requirements

1. **Submit Organization Rosters to the City of Auburn**
   The Responsible University Unit will collect contact information annually from the organizations and provide it to the City of Auburn. These rosters must include the names, email addresses, and telephone numbers for the following roles:
   - House Corporation Officials
   - House Mom/Dad/Advisor living in the house
   - Student Organization President
   - Student House Manager
   - Occupant rosters of students living in the house for spring, summer, and fall

2. **Host Fire and Life Safety Education**
   The Responsible University Unit will host fire and life safety education trainings for both students and house corporation members. These trainings are:
   - Led by City of Auburn Fire Code Official and AU Risk Management and Safety
   - Conducted at the beginning of each fall and spring semester

3. **Collect Documentation of Contracts with Licensed Fire Alarm Inspection Companies**
   The Responsible University Unit will collect documentation from each house corporation organization demonstrating an annual contract with a licensed fire alarm inspection company that meets the requirements outlined above.

The Responsible University Unit will collect documentation annually by August 1 and then submit it to Auburn University Risk Management and Safety.

4. **Collect Documentation of Monthly Self-Inspections**
   The Responsible University Unit will collect documentation that the student organization completed a monthly fire and life safety self-inspection of their house and any exterior/annex facilities.

5. **Collect Documentation from Drills and Inspections and Submit for Sanctioning**
   The Responsible University Unit will collect reports after each organization's evacuation drill and fire and life safety inspection. Any violations of this agreement or of any university, local, state, or federal laws will be referred to Student Conduct for adjudication. Examples of individual student policy violations include, but are not limited to, failure to evacuate during a fire drill, firearms on campus, etc.

Compliance and Sanctions

House Corporations and/or Student Organizations that fail to comply with the standards set forth in this policy and companion documents are subject to sanctions, including, but not limited to:

- Costs incurred by the university to address the concern.
- Loss of privileges, including social privileges, guest privileges, etc.
- Termination of the lease agreement.

Agenda Item Summary

Item No. 8 c 2

Council Meeting Date	September 15, 2026
Department	Parks and Recreation
Submitted By	Alison Hall
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:
Floyd Service Company, Inc.
660 Lee Road 10
Auburn, AL 36830

Description of item under consideration
Resolution authorizing the City Manager to execute a contract with Floyd Service Company, Inc. in the amount of $75,600 for the cost of labor, and materials necessary to complete the LED Musco Sports Lighting System Installation at the Yarbrough Tennis Center Outdoor Courts. At the July 7, 2026, City Council meeting, Council approved Resolution No. 26-167 allowing the purchase of the Musco Lighting system for use on this project.

Why is Council action needed?
Council action is needed to authorize purchases in excess of $30,000.

Is this a budgeted item?: Yes

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

THROUGH: Keith Williams, Public Services Executive Director

FROM: Alison S. Hall, Parks and Recreation Director

DATE: September 3, 2026

SUBJECT: 2026 Yarbrough Tennis Center Outdoor Courts Light Installation

The Auburn Parks and Recreation Department is requesting City Council approval to enter into a contract with Floyd Service Company, Inc. for the installation of the Musco Sports Lighting System for the Yarbrough Tennis Center Outdoor Courts.

At the July 7, 2026, City Council meeting, Council approved Resolution No. 26-167 allowing the purchase of the Musco Lighting System for use on this project. Bids for installation were opened on August 27, 2026. Floyd Service Company, Inc. was the lowest bidder that met all bid requirements.

Contractor:
Floyd Service Company, Inc.
660 Lee Road 10
Auburn, AL 36830

Contract Price:
$75,600.00

In consideration of the bid received, the approved budget, and the necessity of this work, I recommend execution of a contract with Floyd Service Company, Inc., in the amount of $75,600.00. I also recommend approval for up to ten percent (10%) of the contract amount ($7,560.00) as contingency for unforeseen conditions.

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Auburn has determined that it is in the best interest of the City of Auburn to enter a contract with Floyd Service Company, Inc. to install LED lights for the Yarbrough Tennis Center Outdoor Courts; and

WHEREAS, the City of Auburn, Alabama solicited sealed bids as required by Alabama law; and

WHEREAS, the City of Auburn received a bid from Floyd Service Company, Inc. for the costs for installing LED lights on the outdoor courts at the Yarbrough Tennis Center in the amount of $75,600; and

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 Floyd Service Company, Inc. for the installation of the Musco Sports Lighting System at the Yarbrough Tennis Center Outdoor Courts in the amount of $75,600 and further authorizes up to ten percent (10%) of the contract amount ($7,560) as contingency for unforeseen conditions.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 15th day of September 2026.

_____
Mayor

ATTEST:

_____
City Manager

General Contractors License # 20578

Floyd Service Co., Inc.
660 Lee Road 10
Auburn, AL 36830
(334) 826-0198

SKYLAR BURGIN
PURCHASING OFFICER, CITY OF AUBURN
144 TICHENOR AVENUE, SUITE 5
AUBURN, AL. 36830

PROPOSAL BID

BID: YARBROUGH TENNIS COURT LIGHTING PROJECT
OPENING: 10:00 a.m. CST
DATE: Thursday, August 27, 2026
STATE LICENSE NO: 20578

CITY MANAGER'S OFFICE
AUG 27 REC'D
9:44 am
LM

Bid Submittal Form

TO: CITY OF AUBURN, ALABAMA

Submitted: August 26, 2026, (Date)

The undersigned, as Bidder, hereby declares that he or she has examined the scope of work and informed themselves fully in regard to all conditions of the request for bid; that they have examined the equipment list and specifications for the contract and contractual documents relative thereto; and have read all special provisions furnished prior to the opening of bids; that they have satisfied themselves relative to the work to be performed.

The Bidder proposes and agrees, if this proposal is accepted, to install Musco LED lighting at the Yarbrough Tennis Courts Hard Courts as detailed in the attached documents and as described in this document.

Base Bid: Seventy-Five Thousand, and Six Hundred Dollars (in words)

TOTAL LUMP SUM BID PRICE: $75,600.00

EXCEPTIONS: If "none", so state here: NONE

If any exceptions of Owner's specifications are offered, attach full explanations to this bid.

BY: James Boulware

PRINTED NAME: James Boulware

TITLE: Vice-President

CONTRACTOR: Floyd Service Co, Inc.

GC LICENSE NUMBER: 20578

ADDRESS: 660 Lee Road 10

CITY: Auburn STATE: Alabama

TELEPHONE NUMBER: 334-826-0198

AUBURN
ALABAMA

August 18, 2026

ADDENDUM No. 1

Yarbrough Tennis Courts Hard Courts LED Lights

The following, as clarifications, corrections or changes to the Contract Documents, will be included into any agreement for the Project Name, and must be taken into account in preparing and submitting a Bid for the work. No other provisions or conditions are waived or changed hereby.

Acknowledgement of receipt of this addendum shall be included within the prospective contractor's sealed bid submitted by 10:00 a.m. on Thursday, August 27th, 2026.

Bid Submittal Form

1. Added bid submittal form.

Attachments:
Bid Submittal Form

I acknowledge receipt of Addendum No. 1 to
Yarbrough Tennis Courts Hard Courts LED Lights.

James Bowlware
(Name)

August 26, 2026
(Date)

DCM Form C-4
February 2024

BID BOND

The **PRINCIPAL** (*Bidder's company name and address*)
Name: Floyd Service Company, Inc .
Address: 660 Lee Road 10
Auburn, AL 36830

The **SURETY** (*Company name and primary place of business*)
Name: Harco National Insurance Company
Address: 4200 Six Forks Rd, Suite 1400
Raleigh, NC 27609

The **OWNER** (*Entity name and address*)
Name: City of Auburn
Address: 144 Tichenor Avenue, Ste 5
Auburn, AL 36830

The **PROJECT** for which the Principal's Bid is submitted: (*Project name as it appears in the Bid Documents*)
Yarbrough Tennis Court Lighting Project

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Principal and Surety, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the **PENAL SUM of five percent (5%) of the amount of the Principal's bid, but in no event more than Ten-thousand Dollars ($10,000.00).**

THE CONDITION OF THIS OBLIGATION is that the Principal has submitted to the Owner the attached bid, which is incorporated herein by reference, for the Project identified above.

NOW, THEREFORE, if, within the terms of the Bid Documents, the Owner accepts the Principal's bid and the Principal thereafter either:

(a) executes and delivers a Construction Contract with the required Performance and Payment Bonds (each in the form contained in the Bid Documents and properly completed in accordance with the bid) and delivers evidence of insurance as prescribed in the Bid Documents, or

(b) fails to execute and deliver such Construction Contract with such Bonds and evidence of insurance, but pays the Owner the difference, not to exceed the Penal Sum of this Bond, between the amount of the Principal's Bid and the larger amount for which the Owner may award a Construction Contract for the same Work to another bidder,

then, this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of the Surety under this Bond shall not in any manner be impaired or affected by any extension of the time within which the Owner may accept the Principal's bid, and the Surety does hereby waive notice of any such extension.

SIGNED AND SEALED this 25th day of August, 2026.

ATTEST:

PRINCIPAL:

Floyd Service Company, Inc.

By

William A Floyd
Name and Title

SURETY:

Harco National Insurance Co.

ATTEST:

By

Yvette W Biglow, Attorney-In-Fact
Name and Title

POWER OF ATTORNEY

Bond # 2026-287

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

WALTER C. DOWDY, YVETTE W. BIGLOW, ANGELA J. PENN, J. KYLE DRUMWRIGHT, MYRA M. JOHNSON

Montgomery, AL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2025

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1904 ILLINOIS

Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2025 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

CATHY CRUZ NOTARY PUBLIC STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, 25th August, 2026

A00749

Irene Martins, Assistant Secretary

City of Auburn
Yarbrough Tennis Courts Hard Courts LED lights
Thursday August 27, 2026, 10:00am CST
City Meeting Room

Bidder	State License #	Base Bid	Addendum 1	Bid Bond	Comments/Exceptions/Information Needed
Floyd Service Co.	20578	$75,600.00	√	√	N/A
S. Electrical Contractors	56587	$87,252.00	√	√	
Thalamus	60009	$166,000.00	√	√	N/A

Stephen Bruegin
Opened By

agnash
Witnessed By

The announced bids are not to be construed as meaning any bid meets all specifications as set out in the Invitation to Bid. All documents and calculations will be verified for bid compliance and accuracy by the originating department and the Purchasing Officer before award.

The City reserves the right to select the lowest responsible bidder as to the best interest of the City, to award the purchase contract from any of the bids, to reject any and all bids, and to waive any informalities in bids received.

Agenda Item Summary

Item No. 8 c 3

Council Meeting Date	September 15, 2026
Department	Engineering Services
Submitted By	Michael Griffin
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:
Westervelt Ecological Services, LLC
2128 Moores Mill Road
Auburn, Alabama 36830

Description of item under consideration
Resolution authorizing the City Manager to execute a contract to purchase 1,401.12 stream and wetland mitigation credits from Westervelt Ecological Services, LLC in the amount of $222,795 to offset the impact of the Yarbrough Farms Boulevard Extension to the Lower Tallapoosa River Watershed. The stream and wetland mitigation will allow for the construction of the Yarbrough Farms Boulevard Extension.

Why is Council action needed?
City Council action is needed to authorize the City Manager to execute a contract to purchase 1,401.12 stream and wetland mitigation credits from Westervelt Ecological Services in the amount of $222,795.

Is this a budgeted item?: Yes

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Auburn recognizes that it is in the best interest of the City of Auburn to construct the Yarbrough Farms Boulevard Extension; and

WHEREAS, the Yarbrough Farms Boulevard Extension requires the City to mitigate for stream and wetland impacts to the Lower Tallapoosa River Watershed; and

WHEREAS, as a result of the Yarbrough Farms Boulevard Extension, the City is required to purchase 1,401.12 stream and wetland mitigation credits in the amount of $222,795 to offset the impact of the Yarbrough Farms Boulevard Extension to the Lower Tallapoosa River Watershed.

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 to purchase 1,401.12 stream and wetland mitigation credits from Westervelt Ecological Services LLC in the amount of $222,795.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 15th day of September 2026.

_____
Mayor

ATTEST:

_____
City Manager

Westervelt™
ECOLOGICAL SERVICES

Thank you for your interest in mitigation credits from Westervelt Ecological Services. We are pleased to offer the following quote. Please call or e-mail if you have questions or need additional assistance.

Quote Details

File Number	26-60239-28	Contact Name	Michael Griffin
Created Date	7/16/2026	Email	mgriffin@auburnalabama.org
Expiration Date	8/14/2026		
Prepared By	Casey Rigsby		
Address	2128 Moores Mill Road, Suite B Auburn, Alabama 36830 United States		
Phone	(334) 339-0010		
Email	crigsby@westervelt.com		

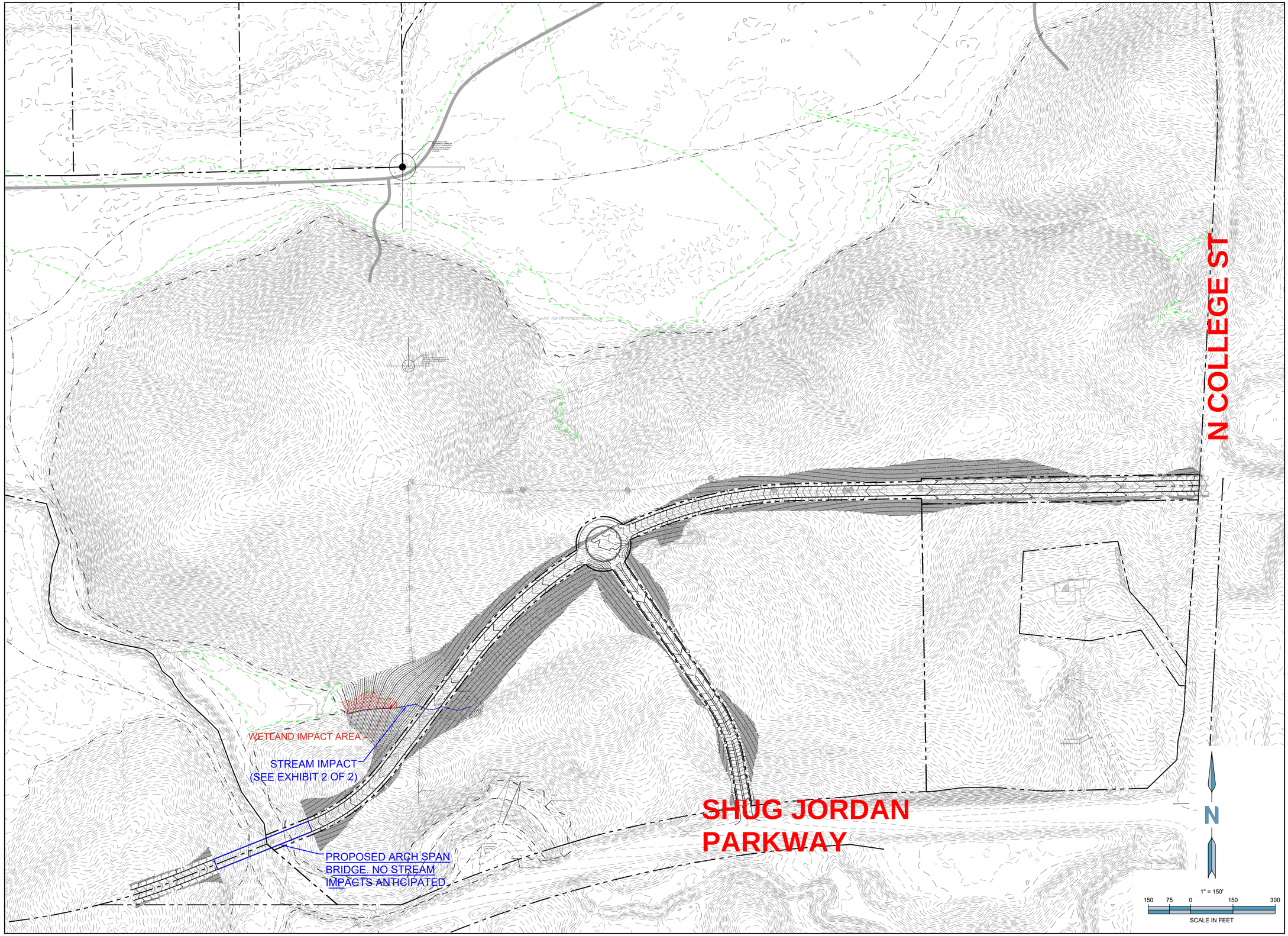
Applicant and Project Information

Permittee	City of Auburn	Opportunity Name	26-60239-28 Yarborough Farms Blvd
Permittee Billing Address	1501 West Samford Avenue Auburn, Alabama 36832 United States	Description	USACE File #: SAM-2026-00837

Product	Credit Quantity	Sales Price	Total Sales Price
Enon Sehoy: Stream	1,401.000	$155.00	$217,155.00
Enon Sehoy: Wetland	0.120	$47,000.00	$5,640.00

Quote Total $222,795.00

Quantities are not guaranteed until reserved through contract or purchase.
The purchase of mitigation credits provides complete severance of liability for the required mitigation.
www.wesmitigation.com



ENGINEER:

FORESITE group

Foresite Group, LLC
2301 Ogletree Village Lane
Suite 200
Auburn, AL 36830

o | 334.887.6064
f | 334.887.6024
w | www.foresitegroup.net

DEVELOPER:

DEVELOPER NAME
STREET RD.
CITYTOWN, ST #####
(###) ### ####

CONTACT: CONTACT NAME

PROJECT:

YARBOROUGH FARMS BLVD.
EXTENSION

AUBURN, AL

SEAL:

REVISIONS DATE

PROJECT MANAGER:	BCB
DRAWING BY:	ZLR
JURISDICTION:	AUBURN, AL
DATE:	04/20/2026
SCALE:	1" = 150'
TITLE:	

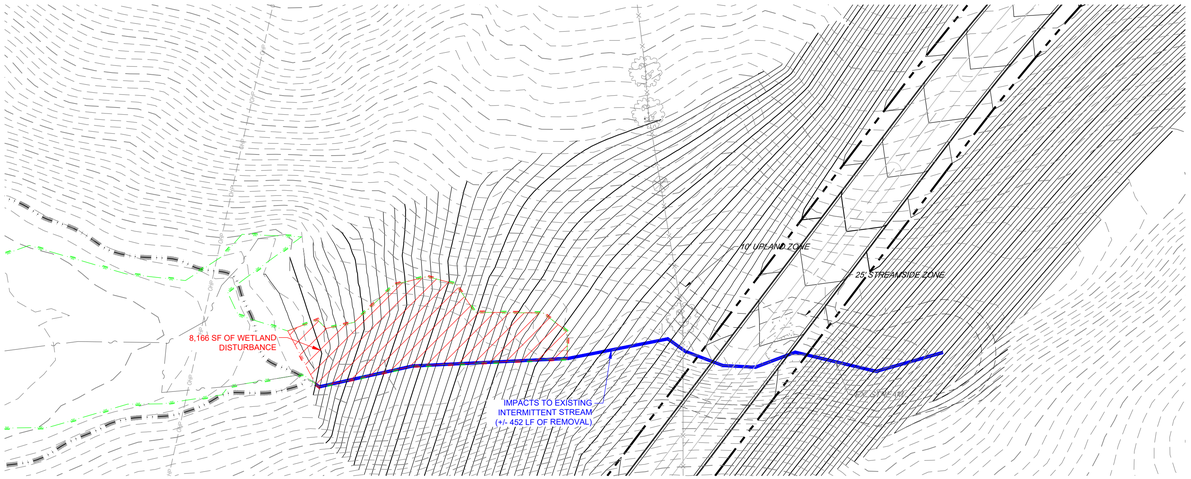
WETLAND AND STREAM
IMPACT OVERALL EXHIBIT

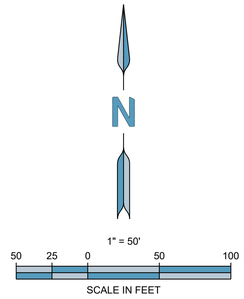
SHEET NUMBER:

(1 OF 2)

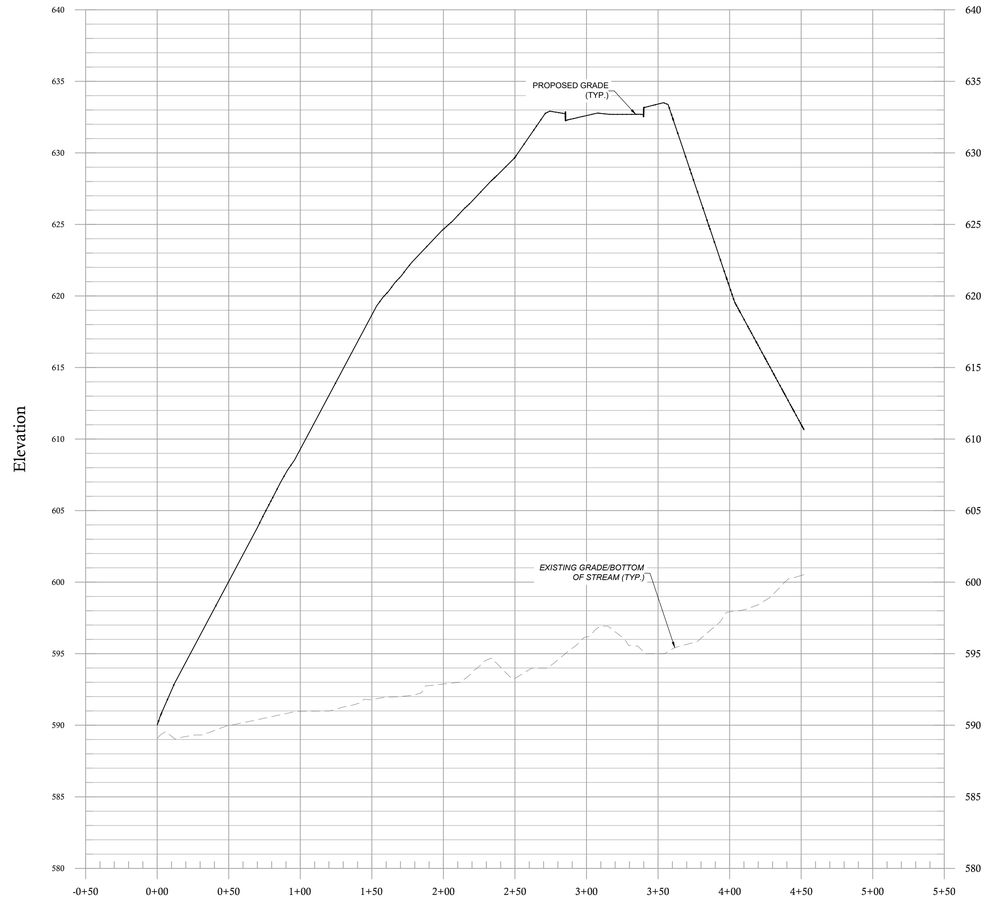
COMMENTS: NOT RELEASED FOR CONSTRUCTION

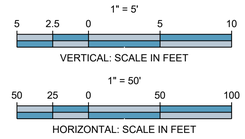
JOB/FILE NUMBER: 1797.008





IMPACTED STREAM
1" = 50' H, 1"=5' V





ENGINEER:

FORESITE group

Foresite Group, LLC
2301 Ogletree Village Lane
Suite 200
Auburn, AL 36830

o | 334.887.6064
f | 334.887.6024
w | www.foresitegroup.net

DEVELOPER:

DEVELOPER NAME
STREET RD.
CITYTOWN, ST #####
(###) ### ####

CONTACT: CONTACT NAME

PROJECT:

YARBOROUGH FARMS BLVD. EXTENSION

AUBURN, AL

SEAL:

REVISIONS DATE

PROJECT MANAGER:	BCB
DRAWING BY:	ZLR
JURISDICTION:	AUBURN, AL
DATE:	04/20/2026
SCALE:	1" = 50'

TITLE:

WETLAND AND STREAM IMPACT EXHIBIT

SHEET NUMBER:

(2 OF 2)

COMMENTS: NOT RELEASED FOR CONSTRUCTION

JOB/FILE NUMBER: 1797.008

Agenda Item Summary

Item No. 8 d 1

Council Meeting Date	September 15, 2026
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:
Clayton Group Properties, Inc.
3112 Blue Lake Drive
Birmingham, AL 35243

Description of item under consideration
Resolution accepting public right-of-way easements, as shown on the plat: Mimm's Trail Subdivision 15th Addition, Phase A (FP-2026-001), located at the southern extension of Mimms Trail.

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 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 right-of-way and easements as shown on the plat: "Mimm's Trail Subdivision, 15th Addition, Phase A" (FP-2026-001), located at the southern extension of Mimms Trail; and

WHEREAS, the owner of the said property, namely Clayton Group Properties, 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 the public right-of-way and easements as shown on the plat: "Mimm's Trail Subdivision, 15th Addition, Phase A" (FP-2026-001), located at the southern extension of Mimms Trail.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 15th day of September 2026.

_____
Mayor

ATTEST:

_____
City Manager

MIMM'S TRAIL SUBDIVISION, 15TH ADDITION, PHASE A
SHEET 1 OF 3 (NOT VALID WITHOUT ALL SHEETS)

EXHIBIT 1

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 19TH DAY OF MAY, 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, BROOKS HARRIS, AS VICE PRESIDENT OF CLAYTON PROPERTIES GROUP, 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.

_____
BROOKS HARRIS, VICE PRESIDENT
CLAYTON PROPERTIES GROUP, INC.

STATE OF ALABAMA
LEE COUNTY

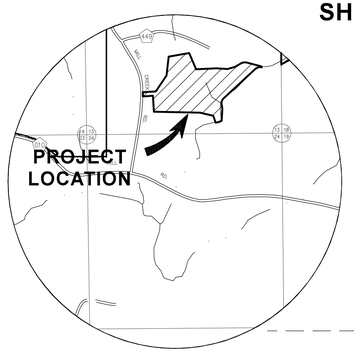
I, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT BROOKS HARRIS, AS VICE PRESIDENT OF CLAYTON PROPERTIES GROUP, INC. WHOSE NAME IS SIGNED TO THE FOREGOING INSTRUMENT AND WHOSE NAME IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DATE THAT, BEING INFORMED 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 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. 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. FIELDWORK COMPLETED APRIL 12, 2024. OFFICEWORK COMPLETED MAY 19, 2026.
6. BY PLACING OBSTRUCTIONS WITHIN OR ENCROACHING ONTO THE EASEMENT, THE PROPERTY OWNER DOES FOR ITSELF, ITS SUCCESSORS AND ASSIGNS AGREE 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, 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.
7. 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 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.
8. THE PURPOSE OF THIS PLAT IS TO CREATE A TOTAL OF 107 LOTS: 66 TOWNHOME LOTS, 37 RESIDENTIAL LOTS AND 4 OPEN SPACE LOTS.
9. ACCORDING TO FIRM MAP NO. 01081C0211H, REVISION DATE JANUARY 17, 2025 FOR LEE COUNTY, ALABAMA PANEL 211 OF 381, AND FIRM MAP NO. 01081C0192H, REVISION DATE JANUARY 17, 2025, FOR LEE COUNTY, ALABAMA PANEL 192 OF 381, THE PROPERTY IS IN ZONE AE, WHICH IS A DESIGNATED FLOOD HAZARD AREA, AND ZONE X, WHICH IS AN AREA DETERMINED TO BE OUTSIDE 0.2% CHANCE OF ANNUAL FLOOD.
10. THE MAINTENANCE OF ALL CLUSTER MAILBOX UNITS SHALL BE THE RESPONSIBILITY OF THE HOA.
11. OPEN SPACE WILL BE OWNED AND MAINTAINED BY THE HOA.
12. THE INDICATED LOTS (691-697, 701-703, 707-761, 765-768, 771-781, 783, AND 785-792) HAVE POTENTIAL SEWER BACKFLOW ISSUES DUE TO THE FINISHED 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 THIS 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.
13. GROSS AREA FOR MIMM'S TRAIL SUBDIVISION, 15TH ADDITION PHASE A IS 2,843,745.17 SQUARE FEET OR 65.28 ACRES, MORE OR LESS.



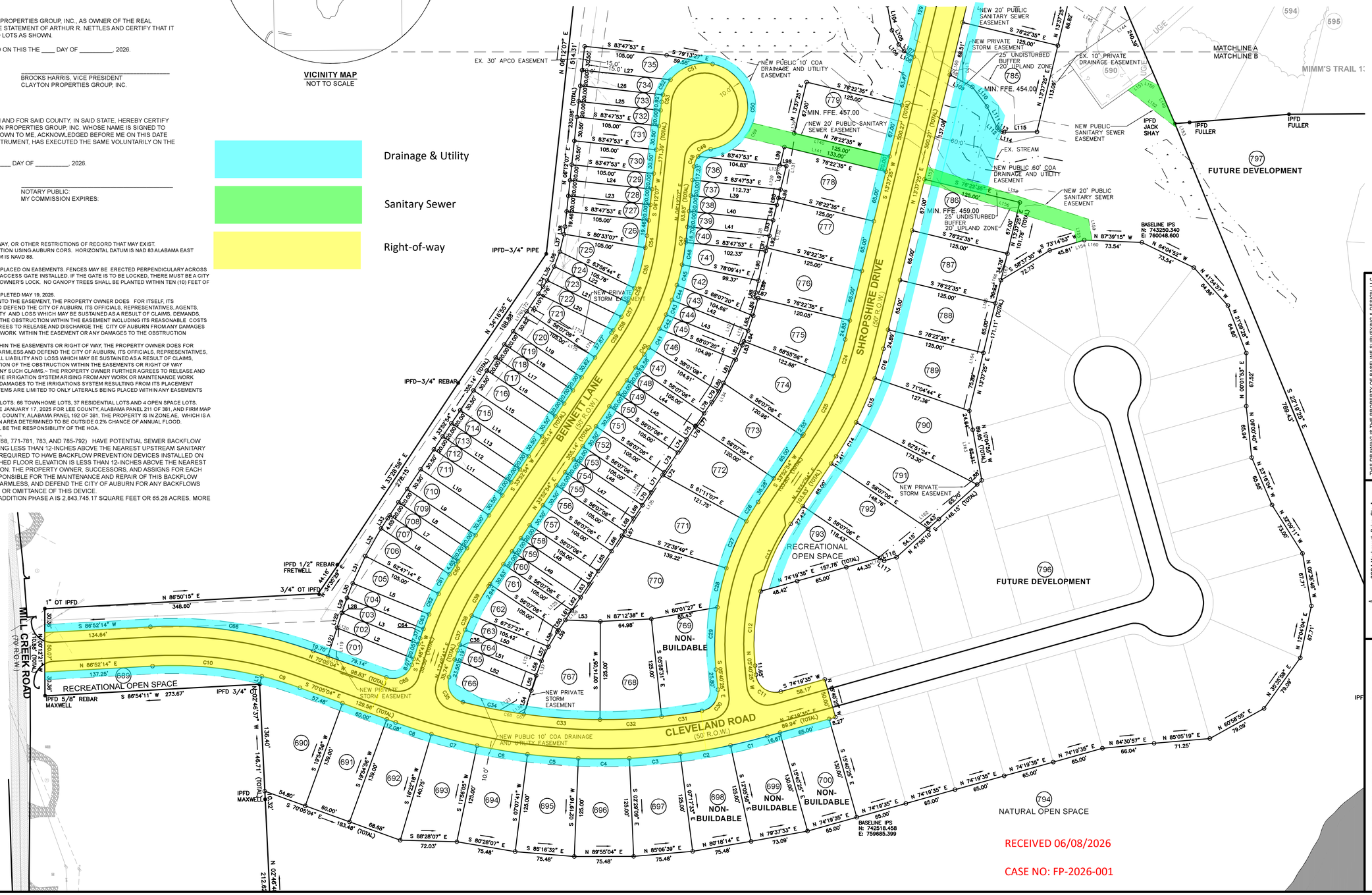
VICINITY MAP
NOT TO SCALE

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:_____

Drainage & Utility

Sanitary Sewer

Right-of-way



LEGEND

- IRON PIN FOUND
- IRON PIN OR NAIL SET
- OHE EXISTING OVERHEAD ELECTRIC LINES
- EXISTING TELEPHONE RISER
- FO EXISTING FIBER OPTIC POST
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING IRRIGATION BOX
- EXISTING LIGHTPOLE
- EXISTING POWER POLE AND GUY WIRE
- EXISTING SIGN

N W E S

SCALE: 1"= 60'

60 30 0 60 120
SCALE IN FEET

RECEIVED 06/08/2026

CASE NO: FP-2026-001

2004 Yarbrough Drive, Ste A
Opelika, Alabama 36801
Phone: (334) 364-0052
Web:www.baselinellc.com
BASELINE
SURVEYING & DESIGN, LLC

MIMM'S TRAIL SUBDIVISION, 15TH ADDITION, PHASE A
SHEET 1 OF 3 (NOT VALID WITHOUT ALL SHEETS)
SEC. 13 T18N Rg 25 E
AUBURN LEE COUNTY ALABAMA
SCALE: 1"=60' MAY 19, 2026
ARTHUR R. NETTLES, AL P.L.S. REG. NO. 23346
ALABAMA CERT. OF AUTH. CA. NO. 922

JOB NO	B83624.01
DRAWN	CSM
CREW CHIEF	TTM

THIS DRAWING IS THE PROPERTY OF BASELINE SURVEYING & DESIGN, LLC. AND IS NOT TO BE USED IN WHOLE OR IN PART, OR REPRODUCED IN WHOLE OR IN PART WITHOUT THE EXPRESSED CONSENT EITHER WRITTEN OR VERBAL FROM BASELINE SURVEYING & DESIGN, LLC

MIMM'S TRAIL SUBDIVISION, 15TH ADDITION, PHASE A
SHEET 2 OF 3 (NOT VALID WITHOUT ALL SHEETS)

EXHIBIT 2

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	775.00'	48.34'	48.34'	S 76°06'49" W
C2	775.00'	65.02'	65.00'	N 80°18'14" E
C3	775.00'	65.02'	65.00'	N 85°06'39" E
C4	775.00'	65.02'	65.00'	N 89°55'04" E
C5	775.00'	65.02'	65.00'	S 85°16'32" E
C6	775.00'	65.02'	65.00'	S 80°28'07" E
C7	775.00'	60.01'	60.00'	S 75°50'48" E
C8	775.00'	47.93'	47.93'	S 71°51'23" E
C9	475.00'	50.79'	50.77'	S 73°08'53" E
C10	475.00'	140.25'	139.75'	S 84°40'14" E
C11	25.00'	43.63'	38.30'	N 55°40'25" W
C12	275.00'	95.35'	94.87'	N 04°15'34" E
C13	275.00'	94.50'	94.04'	N 24°02'13" E
C14	425.00'	49.98'	49.95'	N 30°30'45" E
C15	425.00'	60.99'	60.94'	N 23°01'56" E
C16	425.00'	39.29'	39.28'	N 16°16'20" E
C17	225.00'	23.22'	23.21'	N 16°34'50" E
C18	224.91'	136.34'	134.27'	N 36°53'50" E
C19	475.00'	22.64'	22.64'	N 55°37'21" E
C20	525.00'	33.56'	33.55'	S 56°05'17" W
C21	275.00'	88.66'	88.28'	S 45°01'14" W
C22	275.00'	65.15'	65.00'	S 28°59'49" W
C23	275.00'	41.21'	41.17'	S 17°55'00" W
C24	375.00'	48.72'	48.69'	S 17°20'44" W
C25	375.00'	83.87'	83.69'	S 27°28'29" W
C26	325.00'	28.74'	28.73'	S 31°20'53" W
C27	325.00'	65.11'	65.00'	S 23°04'32" W
C28	325.00'	51.12'	51.06'	S 12°49'50" W
C29	325.00'	79.40'	79.21'	S 01°19'32" W
C30	25.00'	37.38'	33.99'	S 37°09'43" W
C31	725.00'	51.82'	51.81'	S 82°02'42" W
C32	725.00'	78.56'	78.52'	S 87°11'48" W
C33	725.00'	97.37'	97.30'	N 85°51'05" W
C34	725.00'	78.02'	78.98'	N 78°52'53" W
C35	25.00'	40.83'	36.44'	N 28°58'25" W
C36	325.00'	7.86'	7.86'	N 18°30'15" E
C37	325.00'	20.01'	20.00'	N 20°57'38" E
C38	325.00'	20.02'	20.02'	N 24°29'20" E
C39	325.00'	43.27'	43.24'	N 30°04'03" E
C40	325.00'	10.78'	10.78'	N 32°55'53" E
C41	325.00'	27.27'	27.26'	N 29°34'40" E
C42	325.00'	20.04'	20.04'	N 25°24'28" E
C43	325.00'	20.00'	20.00'	N 21°52'40" E
C44	325.00'	20.04'	20.04'	N 18°20'53" E
C45	325.00'	26.90'	26.90'	N 14°12'36" E
C46	325.00'	28.67'	28.66'	N 09°18'49" E
C47	325.00'	3.30'	3.30'	N 06°29'35" E
C48	25.00'	13.98'	13.80'	N 22°13'36" E
C49	25.00'	18.97'	18.52'	N 59°59'16" E
C50	55.00'	114.56'	108.48'	N 01°15'00" E
C51	55.00'	60.15'	57.20'	S 69°26'45" W
C52	55.00'	21.52'	21.38'	S 26°54'29" W
C53	55.00'	9.11'	9.11'	S 10°57'03" W
C54	275.00'	15.58'	15.58'	S 07°49'30" W
C55	275.00'	53.48'	53.40'	S 15°01'10" W
C56	275.00'	20.04'	20.03'	S 22°40'42" W
C57	275.00'	20.01'	20.00'	S 26°51'00" W
C58	275.00'	20.08'	20.08'	S 31°01'33" W
C59	275.00'	3.67'	3.67'	S 33°29'59" W
C60	375.00'	15.36'	15.36'	S 32°42'31" W
C61	375.00'	28.29'	28.29'	S 29°22'26" W
C62	375.00'	28.85'	28.85'	S 25°00'30" W
C63	375.00'	20.00'	20.00'	S 21°16'33" W
C64	375.00'	12.67'	12.67'	S 18°46'46" W
C65	25.00'	40.19'	36.00'	S 63°51'48" W
C66	525.00'	211.16'	209.74'	S 81°36'25" E
C67	725.00'	7.52'	7.52'	N 81°42'24" W
C68	725.00'	23.28'	23.28'	N 80°29'22" W
C69	65.00'	20.76'	20.68'	S 28°18'39" W
C70	225.00'	10.12'	10.11'	N 18°14'59" E
C71	225.00'	10.06'	10.06'	N 20°49'05" E

LOT TABLE

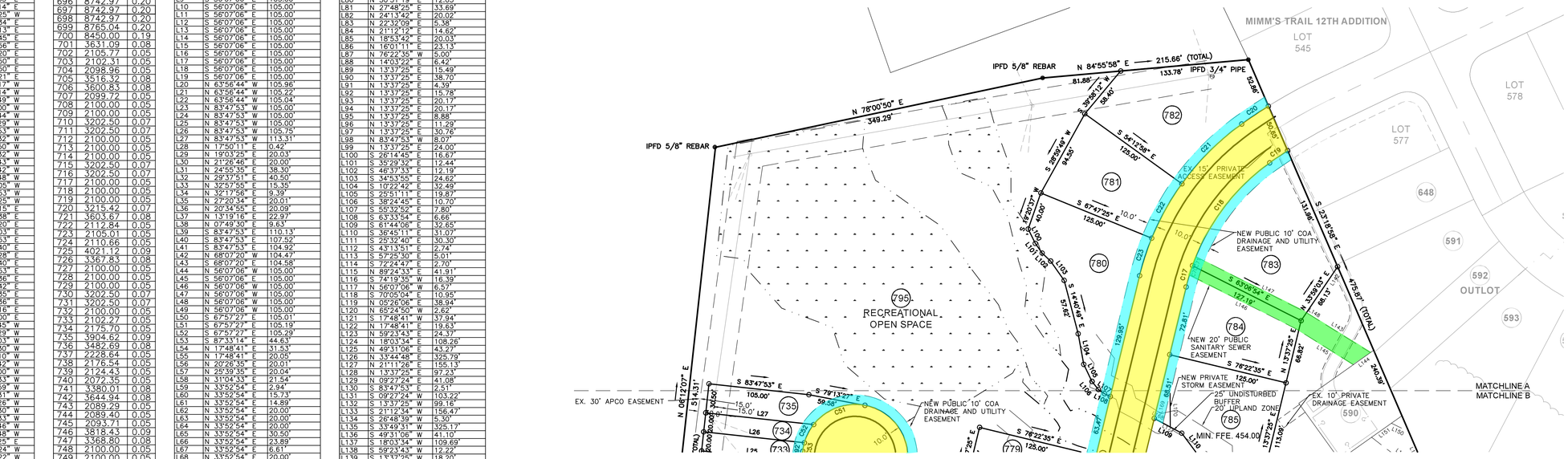
Lot	Sq. Feet	Acres
689	7441.41	0.17
690	11580.51	0.27
691	8340.00	0.19
692	8972.19	0.21
693	8623.86	0.20
694	8742.97	0.20
695	8742.97	0.20
696	8742.97	0.20
697	8742.97	0.20
698	8742.97	0.20
699	8765.04	0.20
700	8450.00	0.19
701	3631.09	0.08
702	2105.77	0.05
703	2102.31	0.05
704	2098.96	0.05
705	3516.32	0.08
706	3600.83	0.08
707	2099.72	0.05
708	2100.00	0.05
709	2100.00	0.05
710	3202.50	0.07
711	3202.50	0.07
712	2100.00	0.05
713	2100.00	0.05
714	2100.00	0.05
715	3202.50	0.07
716	3202.50	0.07
717	2100.00	0.05
718	2100.00	0.05
719	2100.00	0.05
720	3215.42	0.07
721	3603.67	0.08
722	2112.84	0.05
723	2105.01	0.05
724	2110.66	0.05
725	4021.12	0.09
726	3367.83	0.08
727	2100.00	0.05
728	2100.00	0.05
729	2100.00	0.05
730	3202.50	0.07
731	3202.50	0.07
732	2100.00	0.05
733	2102.27	0.05
734	2175.70	0.05
735	3904.62	0.09
736	3482.69	0.08
737	2228.64	0.05
738	2176.54	0.05
739	2124.43	0.05
740	2072.35	0.05
741	3380.01	0.08
742	3644.94	0.08
743	2089.29	0.05
744	2089.40	0.05
745	2093.71	0.05
746	3818.43	0.09
747	3368.80	0.08
748	2100.00	0.05
749	2100.00	0.05
750	2100.00	0.05
751	3202.50	0.07
752	3202.50	0.07
753	2100.00	0.05
754	2100.00	0.05
755	2100.00	0.05
756	3202.50	0.07
757	3202.50	0.07
758	2100.00	0.05
759	2100.00	0.05
760	2100.00	0.05
761	3215.62	0.07
762	3715.24	0.09
763	2106.38	0.05
764	2104.12	0.05
765	2105.49	0.05
766	4247.38	0.10
767	9409.32	0.22
768	9011.28	0.21
769	9645.90	0.22
770	14211.70	0.33
771	10054.74	0.23
772	8462.63	0.19
773	7810.43	0.18
774	8903.19	0.20
775	7976.61	0.18
776	8125.16	0.19
777	8125.00	0.19
778	8312.82	0.19
779	8375.00	0.19
780	13165.41	0.30
781	9818.14	0.23
782	14408.92	0.33
783	14865.50	0.34
784	10183.85	0.23
785	12433.36	0.29
786	8375.00	0.19
787	8125.00	0.19
788	8125.00	0.19
789	8785.53	0.20
790	10971.70	0.25
791	11332.15	0.26
792	9094.65	0.21
793	7584.76	0.17
794	543181.04	12.47
795	164814.59	3.78
796	293242.42	6.73
797	1266331.24	25.86

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 15°43'49" E	10.48'
L2	N 67°56'46" W	105.29'
L3	N 67°56'46" W	105.29'
L4	N 67°56'46" W	105.07'
L5	N 67°56'46" W	105.01'
L6	S 56°07'06" E	105.07'
L7	S 56°07'06" E	105.00'
L8	S 56°07'06" E	105.00'
L9	S 56°07'06" E	105.00'
L10	S 56°07'06" E	105.00'
L11	S 56°07'06" E	105.00'
L12	S 56°07'06" E	105.00'
L13	S 56°07'06" E	105.00'
L14	S 56°07'06" E	105.00'
L15	S 56°07'06" E	105.00'
L16	S 56°07'06" E	105.00'
L17	S 56°07'06" E	105.00'
L18	S 56°07'06" E	105.00'
L19	S 56°07'06" E	105.00'
L20	N 63°56'44" W	105.96'
L21	N 63°56'44" W	105.22'
L22	N 63°56'44" W	105.04'
L23	N 83°47'53" W	105.00'
L24	N 83°47'53" W	105.00'
L25	N 83°47'53" W	105.00'
L26	N 83°47'53" W	105.75'
L27	N 83°47'53" W	113.31'
L28	N 17°50'11" E	0.42'
L29	N 19°03'25" E	20.03'
L30	N 21°26'46" E	20.00'
L31	N 24°55'35" E	38.30'
L32	N 29°37'51" E	40.50'
L33	N 32°57'56" E	15.35'
L34	N 32°17'56" E	9.39'
L35	N 27°20'34" E	20.01'
L36	N 20°34'55" E	20.09'
L37	N 13°19'16" E	22.97'
L38	N 07°49'30" E	9.63'
L39	S 83°47'53" E	110.13'
L40	S 83°47'53" E	107.52'
L41	S 83°47'53" E	104.92'
L42	N 68°07'20" W	104.47'
L43	S 68°07'20" E	104.58'
L44	N 56°07'06" W	105.00'
L45	S 56°07'06" E	105.00'
L46	N 56°07'06" W	105.00'
L47	N 56°07'06" W	105.00'
L48	N 56°07'06" W	105.00'
L49	N 56°07'06" W	105.00'
L50	S 67°57'27" E	105.01'
L51	S 67°57'27" E	105.19'
L52	S 67°57'27" E	105.29'
L53	S 87°33'14" E	44.63'
L54	N 17°48'41" E	31.53'
L55	N 17°48'41" E	20.05'
L56	N 20°26'35" E	20.01'
L57	N 25°39'35" E	20.04'
L58	N 31°04'33" E	21.54'
L59	N 33°52'54" E	2.94'
L60	N 33°52'54" E	115.73'
L61	N 33°52'54" E	14.89'
L62	N 33°52'54" E	20.00'
L63	N 33°52'54" E	20.00'
L64	N 33°52'54" E	20.00'
L65	N 33°52'54" E	30.50'
L66	N 33°52'54" E	123.89'
L67	N 33°52'54" E	6.61'
L68	N 33°52'54" E	20.00'
L69	N 33°52'54" E	20.00'
L70	N 33°52'54" E	20.00'
L71	N 33°52'54" E	26.13'

LINE TABLE

LINE	BEARING	DISTANCE
L72	N 33°52'54" E	4.37'
L73	N 33°52'54" E	30.50'
L74	N 33°52'54" E	20.00'
L75	N 33°52'54" E	20.00'
L76	N 33°52'54" E	0.87'
L77	N 33°52'54" E	19.13'
L78	N 33°52'54" E	17.15'
L79	N 32°46'12" E	16.68'
L80	N 30°51'19" E	12.05'
L81	N 27°48'25" E	33.69'
L82	N 24°13'42" E	20.02'
L83	N 22°32'09" E	5.38'
L84	N 21°12'12" E	14.62'
L85	N 18°53'49" E	20.03'
L86	N 16°01'11" E	23.13'
L87	N 76°22'35" W	5.00'
L88	N 14°03'22" E	6.40'
L89	N 13°37'25" E	15.49'
L90	N 13°37'25" E	38.70'
L91	N 13°37'25" E	4.30'
L92	N 13°37'25" E	15.78'
L93	N 13°37'25" E	20.17'
L94	N 13°37'25" E	20.17'
L95	N 13°37'25" E	8.88'
L96	N 13°37'25" E	11.29'
L97	N 13°37'25" E	30.76'
L98	N 83°47'53" W	8.07'
L99	N 13°37'25" E	24.00'
L100	S 26°14'45" E	16.67'
L101	S 35°29'37" E	12.44'
L102	S 46°37'33" E	12.19'
L103	S 34°53'55" E	24.62'
L104	S 10°22'42" E	32.49'
L105	S 25°51'11" E	19.87'
L106	S 38°24'45" E	10.70'
L107	S 55°32'52" E	7.80'
L108	S 63°33'54" E	6.66'
L109	S 61°44'06" E	32.65'
L110	S 36°45'11" E	31.07'
L111	S 32°39'40" E	30.30'
L112	S 43°13'51" E	2.74'
L113	S 57°25'30" E	5.01'
L114	S 69°52'47" E	2.70'
L115	N 89°24'33" E	41.91'
L116	S 74°19'35" W	16.39'
L117	N 56°07'06" W	6.57'
L118	S 70°05'04" E	10.95'
L119	N 05°26'06" E	38.94'
L120	N 65°24'50" W	2.62'
L121	N 17°48'41" W	13.94'
L122	N 17°48'41" E	19.63'
L123	N 59°23'43" E	24.37'
L124	N 18°03'34" E	108.26'
L125	N 49°31'06" E	43.27'
L126	N 33°44'48" E	328.79'
L127	N 21°11'28" E	158.13'
L128	N 13°37'25" E	97.23'
L129	N 09°27'24" E	41.08'
L130	S 83°47'53" E	2.51'
L131	N 09°27'24" E	103.22'
L132	S 13°37'25" W	99.16'
L133	S 21°12'34" W	156.47'
L134	S 26°48'39" W	5.30'
L135	S 33°49'31" W	325.17'
L136	S 49°31'06" W	41.10'
L137	S 18°03'34" W	109.69'
L138	S 59°23'43" W	12.22'
L139	S 13°37'25" W	18.20'
L140	S 76°22'35" E	179.37'
L141	S 76°22'35" E	184.61'
L142	S 33°59'03" W	58.12'
L143	S 58°05'14" E	78.80'
L144	S 54°45'10" W	21.70'
L145	N 58°05'14" W	70.30'
L146	N 63°06'54" W	125.24'
L147	S 63°06'54" E	128.70'
L148	S 58°05'14" E	10.80'
L149	N 23°18'58" W	52.70'
L150	N 64°04'15" W	20.05'
L151	S 54°45'10" W	25.36'
L152	S 52°11'23" E	78.29'
L153	N 22°19'25" W	5.91'
L154	S 73°14'53" W	9.90'
L155	N 09°21'09" W	14.23'
L156	N 72°04'59" W	192.39'
L157	N 13°37'25" E	20.04'
L158	S 72°03'33" E	205.70'
L159	S 09°30'48" E	27.27'
L160	N 87°39'15" W	10.07'
L161	S 74°19'35" W	2.98'
L162	N 50°30'51" E	161.22'
L163	N 10°08'08" W	86.96'
L164	N 13°37'25" E	135.17'
L165	N 14°04'08" E	8.49'
L166	N 21°13'55" E	56.87'
L167	S 13°49'29" W	27.14'
L168	S 61°44'06" E	10.34'
L169	N 13°37'25" E	31.84'
L170	S 00°15'45" E	35.07'
L171	N 61°42'47" W	8.70'
L172	N 33°52'54" E	7.09'
L173	S 60°44'13" E	95.31'
L174	S 33°52'54" W	15.05'
L175	N 60°44'13" W	95.31'
L176	N 33°52'54" E	7.98'



ADJOINING PROPERTY OWNER LIST

MIMMS TRAIL 12TH ADDITION

LOT 545
43 19 06 13 0 000 586.000
DONNELLY LEVI & DONNELLY LINDSAY
2577 RUTLAND ROAD
AUBURN, AL 36832

LOT 577
43 19 06 13 0 000 587.000
ZULANAS SUMMER HULL
2581 RUTLAND RD
AUBURN, AL 36832

MIMMS TRAIL 13TH ADDITION

LOT 648
43 19 06 13 0 000 674.000
JEGAL TAEHWAN & JIM HAKYUNG
2585 RUTLAND RD
AUBURN, AL 36832

LOT 590
43 19 06 13 0 000 028.024
CITY OF AUBURN ALABAMA
144 TICHENOR AVE STE 1
AUBURN, AL 36830

LOT 591
43 19 06 13 0 000 673.000
CHOI SUJIN & KIM MIGYEONG
2589 RUTLAND RD
AUBURN, AL 36832

LOT 592
43 19 06 13 0 000 672.000
MIMMS TRAIL HOMEOWNERS ASSOCIATION INC
2700 HWY 280 STE 425
BIRMINGHAM, AL 35223

LOT 593
43 19 06 13 0 000 671.000
VOUGHT AMY & VOUGHT DALE R
2597 RUTLAND RD
AUBURN, AL 36832

LOT 594
43 19 06 13 0 000 670.000
MEEKS ADDISOIN & MEEKS COLTON
2601 RUTLAND ROAD
AUBURN, AL 36832

LOT 595
43 19 06 13 0 000 669.000
JANG MINJAE & KIM YONG JIN
2605 RUTLAND ROAD
AUBURN, AL 36832

LOT 596
43 19 06 13 0 000 668.000
LEE SOOYONG
2609 RUTLAND ROAD
AUBURN, AL 36832

LOT 597
43 19 06 13 0 000 667.000
JO ALLEN CHANGHYUN
2613 RUTLAND ROAD
AUBURN, AL 36832

LOT 598
43 19 06 13 0 000 666.000
CLAYTON PROPERTIES GROUP INC
3111 TIMBERLAKE DRIVE
BIRMINGHAM, AL 35243

LOT 599
43 19 06 13 0 000 665.000
WEI YUSHANG
2621 RUTLAND ROAD
AUBURN, AL 36832

LOT 600
43 19 06 13 0 000 664.000
MIMMS TRAIL HOMEOWNERS ASSOCIATION INC
2700 HWY 280 STE 425
BIRMINGHAM, AL 35223

LOT 601
43 19 06 13 0 000 663.000
BAEK SEUNGCHAN & HONG MIRAN
2629 RUTLAND ROAD
AUBURN, AL 36832

LOT 602
43 19 06 13 0 000 662.000
KIM HONYUN & KIM SORI
2633 RUTLAND ROAD
AUBURN, AL 36832

LOT 603
43 19 06 13 0 000 661.000
CLAYTON PROPERTIES GROUP INC
3111 TIMBERLAKE DRIVE
BIRMINGHAM, AL 35243

LOT 604
43 19 06 13 0 000 660.000
CLAYTON PROPERTIES GROUP INC
3111 TIMBERLAKE DRIVE
BIRMINGHAM, AL 35243

LOT 605
43 19 06 13 0 000 659.000
GRIFFIN MEGAN LYNN & GRIFFIN MICHAEL THOMAS
2649 RUTLAND ROAD
AUBURN, AL 36832

LOT 606
43 19 06 13 0 000 658.000
KIM TAESEONG & HA JENNIE
2653 RUTLAND ROAD
AUBURN, AL 36832

LOT 607
43 19 06 13 0 000 657.000
SHIN CHANGYEOP
2657 RUTLAND ROAD
AUBURN, AL 36832

LOT 608
43 19 06 13 0 000 656.000
LEE HENRY & LIM EUNKYUNG
1637 CLUB CREEK DRIVE
AUBURN, AL 36830

LOT 609
43 19 06 13 0 000 655.000
KIM HOEGI
2665 RUTLAND ROAD
AUBURN, AL 36832

LOT 610
43 19 06 13 0 000 654.000
LEE SEONGSOO & PARK EUNYOUNG
2669 RUTLAND ROAD
AUBURN, AL 36832

LOT 611
43 19 06 13 0 000 653.000
JU HAYEONG & OH JIMIN
263 RUTLAND ROAD
AUBURN, AL 36832

LOT 646
43 19 06 13 0 000 647.000
MIMMS TRAIL HOMEOWNERS ASSOCIATION INC
2700 HWY 280 STE 425
BIRMINGHAM, AL 35223

Drainage & Utility

Sanitary Sewer

Right-of-way

RECEIVED 06/08/2026

CASE NO: FP-2026-001



SCALE: 1"= 60'

60 30 0 60 120

SCALE IN FEET

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

CREW CHIEF	DRAWN	JOB NO
TTM	CSM	B83624.01

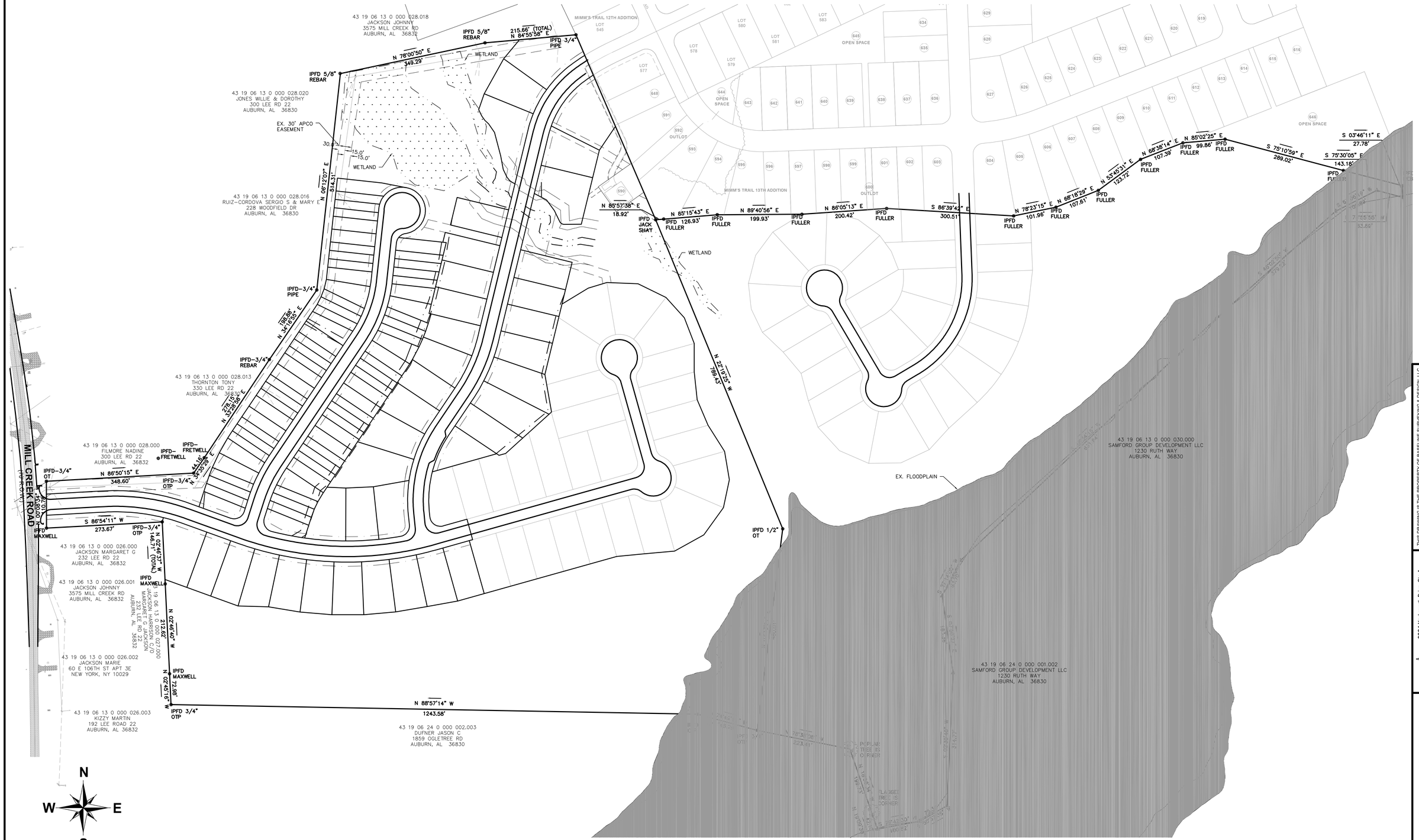
2004 Yarbrough Drive, Ste A
Opelika, Alabama 36801
Phone: 334.745.6005
Web:www.baseline-llc.com

BASELINE
SURVEYING & DESIGN, LLC

MIMM'S TRAIL SUBDIVISION, 15TH ADDITION, PHASE A
SHEET 2 OF 3 (NOT VALID WITHOUT ALL SHEETS)

SEC. 13 T 18 N Rg 25 E
AUBURN LEE COUNTY ALABAMA
SCALE : 1"= 60' MAY 19, 2026
ARTHUR R. NETTLES, AL P.L.S. REG. NO. 23346
ALABAMA CERT. OF AUTH. CA. NO. 922

MIMM'S TRAIL SUBDIVISION, 15TH ADDITION, PHASE A
SHEET 3 OF 3 (NOT VALID WITHOUT ALL SHEETS)
EXHIBIT 3



RECEIVED 06/08/2026

CASE NO: FP-2026-001

THIS DRAWING IS THE PROPERTY OF BASELINE SURVEYING & DESIGN, LLC. THIS DRAWING 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

CREW CHIEF	DRAWN	JOB NO
TTM	CSM	B83624.01

2004 Yarbrough Drive, Ste A
Opelika, Alabama 36801
Phone: (334) 745-3001
Web:www.baseline-llc.com
BASELINE
SURVEYING & DESIGN, LLC

MIMM'S TRAIL SUBDIVISION, 15TH ADDITION, PHASE A
SHEET 3 OF 3 (NOT VALID WITHOUT ALL SHEETS)
SEC. 13 T 18 N Rg 25 E
AUBURN LEE COUNTY ALABAMA
SCALE : 1"= 100' MAY 19, 2026
ARTHUR R. NETTLES, AL P.L.S. REG. NO. 23346
ALABAMA CERT. OF AUTH. CA. NO. 922

Agenda Item Summary

Item No. 8 d 2

Council Meeting Date	September 15, 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 for Wire and Cox Development, LLC
2301 Ogletree Village Lane
Auburn, AL 36830

Description of item under consideration
Resolution accepting public right-of-way and easements as shown on the plat: "Swann's Bridge Subdivision Phase 2 Final Plat" (FP-2026-010), located at the Northeast corner of Black Swann Road and Cox Road in the Swann Farm Planned Development District (PDD). Previously, sanitary sewer and drainage and utility easements were accepted by City Council on June 16, 2026.

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 the public right-of-way and easements as shown on the plat: "Swann's Bridge Subdivision Phase 2A Final Plat" (FP-2026-010), located at the northeast corner of Black Swann Road and Cox Road in the Swann Farm Planned Development District; and

WHEREAS, the owner of the said property, namely Wire and Cox Development, 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 right-of-way and easements as shown on the plat: "Swann's Bridge Subdivision Phase 2A Final Plat" (FP-2026-010), located at the northeast corner of Black Swann Road and Cox Road in the Swann Farm Planned Development District.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 15th day of September 2026.

_____
Mayor

ATTEST:

_____
City Manager

SWANN'S BRIDGE SUBDIVISION
PHASE 2A FINAL PLAT
EXHIBIT 1

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 8TH 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, WARREN JOLLY, AS MANAGER OF WIRE & COX DEVELOPMENT, 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.

_____
WARREN JOLLY, MANAGER
WIRE & COX DEVELOPMENT, LLC

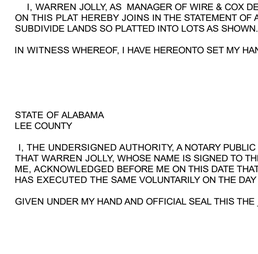
STATE OF ALABAMA
LEE COUNTY

I, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT WARREN JOLLY, 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 GRID NORTH.
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. FIELDWORK COMPLETED JUNE 28, 2022. OFFICEWORK COMPLETED JUNE 8, 2026.
6. BY PLACING OBSTRUCTIONS WITHIN OR ENCROACHING ONTO THE EASEMENT, THE PROPERTY OWNER DOES FOR ITSELF, ITS SUCCESSORS AND ASSIGNS AGREE 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, 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.
7. 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 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.
8. ACCORDING TO FEMA FIRM MAP NO. 01081C0184H, PANEL 184 OF 381, EFFECTIVE DATE JANUARY 17, 2025, THE PROPERTY LIES IN ZONE X WHICH IS NOT A FLOOD PRONE AREA (LESS THAN A 0.2% CHANCE OF ANNUAL FLOOD).
9. SOURCES OF INFORMATION:
   -"SWANN SUBDIVISION" RECORDED IN PLAT BOOK 22, PAGE 113
   -"SWANN SUBDIVISION REDIVISION OF PARCEL A, B, AND C" RECORDED IN PLAT BOOK 47, PAGE 73
   -"SWANN'S BRIDGE SUBDIVISION, PHASE 1-A - FINAL PLAT" RECORDED IN PLAT BOOK 49, PAGE 95"
10. THE PURPOSE OF THIS PLAT IS TO CREATE 31 TOTAL LOTS, 30 TOWNHOME LOTS, 1 OPEN SPACE LOT.
11. OWNER INFORMATION: WIRE & COX DEVELOPMENT LLC; 456 WEST PACES FERRY RD NW ATLANTA, GA 30305.
12. OPEN SPACE SHALL BE OWNED AN MAINTAINED BY THE WIRE & COX HOMEOWNERS ASSOCIATION.
13. THE INDICATED LOTS (109-110, 117-122, AND 125-130) HAVE POTENTIAL SEWER BACKFLOW ISSUES DUE TO THE FINISHED 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 LOTOF RECORD AS INDICATED SHALL BE FULLY RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THIS 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.



VICINITY MAP
NOT TO SCALE

APPROVED BY THE LOACHAPOKA WATER AUTHORITY:

AUTHORIZED REPRESENTATIVE:_____ DATE:_____

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:

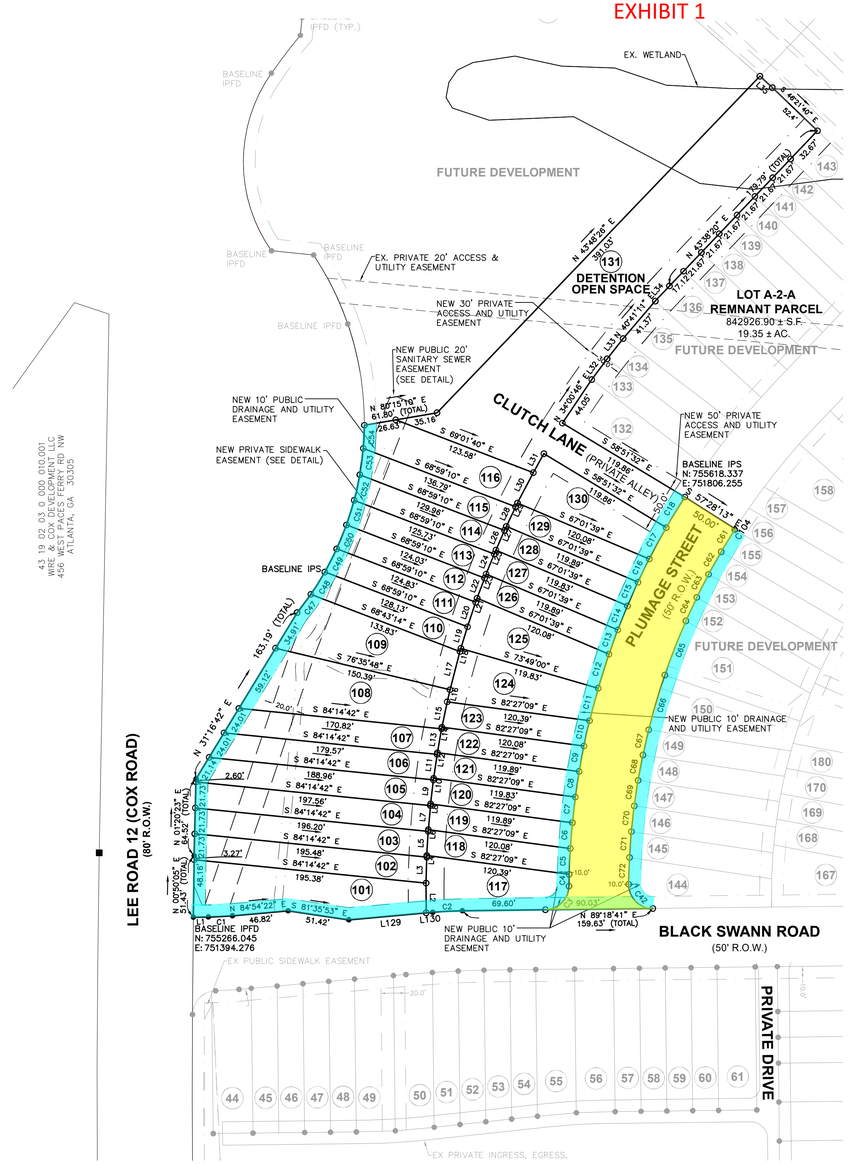
MAYOR: _____ DATE:_____

LEGEND

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
-X-X-	CHAIN LINK FENCE
Ⓢ	EXISTING SANITARY SEWER MANHOLE
Ⓓ	EXISTING STORM DRAIN MANHOLE
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

N
W E
S
SCALE: 1"= 60'

60 30 0 60 120
SCALE IN FEET

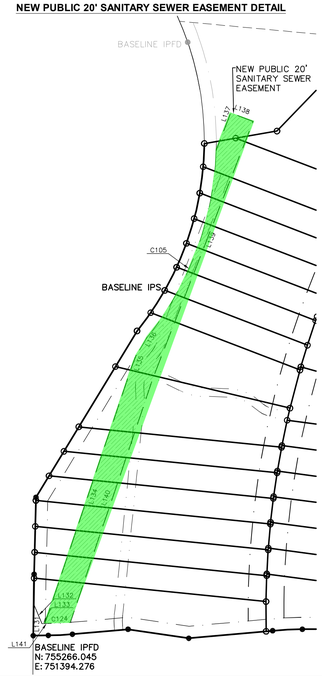


Drainage & Utility

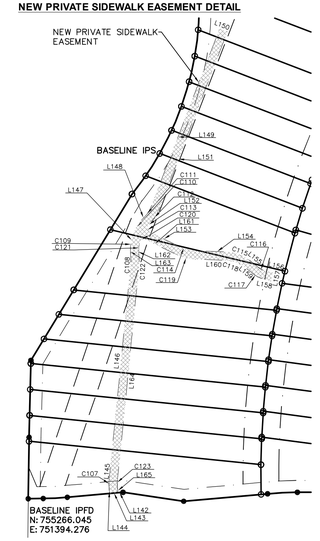
Sanitary Sewer

Right-of-way

NEW PUBLIC 20' SANITARY SEWER EASEMENT DETAIL



NEW PRIVATE SIDEWALK EASEMENT DETAIL



RECEIVED: 06/08/2026

CASE NO: FP-2026-010

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	263.00'	20.22'	N 87°06'31" E	20.22'
C2	325.00'	24.99'	N 87°06'31" E	24.98'
C3	20.00'	30.96'	N 44°57'28" E	27.96'
C4	618.99'	9.89'	N 01°03'43" E	9.89'
C5	618.99'	21.75'	N 02°31'35" E	21.75'
C6	618.99'	21.70'	N 04°32'15" E	21.70'
C7	618.99'	21.67'	N 06°32'40" E	21.67'
C8	618.99'	21.67'	N 08°33'02" E	21.67'
C9	618.99'	21.70'	N 10°33'28" E	21.70'
C10	618.99'	21.75'	N 12°34'07" E	21.75'
C11	618.99'	28.18'	N 14°52'46" E	28.18'
C12	618.99'	29.98'	N 17°34'15" E	29.97'
C13	618.99'	21.70'	N 19°57'44" E	21.70'
C14	618.99'	21.67'	N 21°58'10" E	21.67'
C15	618.99'	21.67'	N 23°58'32" E	21.67'
C16	618.99'	21.70'	N 25°58'57" E	21.70'
C17	618.99'	29.88'	N 28°22'11" E	29.88'
C18	618.99'	30.00'	N 31°08'28" E	30.00'
C42	20.00'	31.94'	N 44°56'10" W	28.65'
C47	253.16'	19.15'	N 36°49'33" E	19.14'
C48	253.16'	22.09'	N 32°09'35" E	22.08'
C49	253.16'	21.80'	N 27°11'35" E	21.79'
C50	253.16'	21.68'	N 22°16'23" E	21.67'
C51	253.16'	21.72'	N 17°21'45" E	21.71'
C52	253.16'	21.92'	N 12°25'28" E	21.91'
C53	253.16'	22.30'	N 07°25'15" E	22.29'
C54	253.16'	19.46'	N 02°41'46" E	19.45'
C61	568.99'	21.67'	S 31°22'35" W	21.67'
C62	568.99'	21.67'	S 29°11'39" W	21.67'
C63	568.99'	21.70'	S 27°00'57" W	21.70'
C64	568.99'	21.77'	S 24°49'18" W	21.77'
C65	568.99'	48.71'	S 21°16'23" W	48.70'
C66	568.99'	47.81'	S 16°24'48" W	47.80'
C67	568.99'	21.73'	S 12°54'43" W	21.73'
C68	568.99'	21.68'	S 10°43'34" W	21.68'
C69	568.99'	21.67'	S 08°32'36" W	21.67'
C70	568.99'	21.68'	S 06°21'38" W	21.68'
C71	568.99'	21.73'	S 04°10'29" W	21.73'
C72	568.99'	22.49'	S 01°56'55" W	22.48'
C104	568.99'	0.62'	S 32°29'55" W	0.62'
C105	263.16'	171.02'	N 20°22'29" E	168.03'
C107	53.50'	10.13'	N 00°19'50" E	10.11'
C108	36.50'	5.58'	N 01°27'39" E	5.57'
C109	38.50'	14.71'	N 07°56'38" E	14.62'
C110	38.50'	17.37'	N 31°48'57" E	17.23'
C111	26.50'	10.98'	N 32°52'44" E	10.90'
C112	33.50'	13.87'	S 32°52'24" W	13.77'
C113	4.00'	7.39'	S 10°30'05" E	6.39'
C114	41.50'	17.61'	S 75°37'09" E	17.48'
C115	33.50'	21.27'	S 69°35'37" E	20.91'
C116	16.50'	7.41'	S 64°16'17" E	7.35'
C117	23.50'	10.55'	N 64°16'17" W	10.46'
C118	26.50'	16.82'	N 69°35'37" W	16.54'
C119	48.33'	20.59'	N 75°37'09" W	20.43'
C120	4.00'	7.34'	S 63°58'00" W	6.35'
C121	31.50'	7.91'	S 04°11'48" W	7.89'
C122	43.50'	6.65'	S 01°22'39" W	6.64'
C123	46.50'	8.80'	S 00°19'50" W	8.79'
C124	253.00'	18.62'	N 87°12'12" E	18.61'

LOT AREA TABLE

LOT	Sq. Feet	Acres
101	7186.42	0.16
102	4234.58	0.10
103	4253.03	0.10
104	4265.50	0.10
105	4200.00	0.10
106	3992.28	0.09
107	3795.43	0.09
108	7075.16	0.16
109	6049.79	0.14
110	2835.67	0.07
111	2736.95	0.06
112	2692.18	0.06
113	2701.98	0.06
114	2766.10	0.06
115	2885.72	0.07
116	4431.94	0.10
117	4490.83	0.10
118	2603.93	0.06
119	2598.67	0.06
120	2595.90	0.06
121	2595.90	0.06
122	2598.56	0.06
123	2603.22	0.06
124	4456.95	0.10
125	4441.70	0.10
126	2598.83	0.06
127	2596.16	0.06
128	2596.16	0.06
129	2598.83	0.06
130	4601.55	0.11
131	32176.35	0.74

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°18'41" E	12.61'
L2	N 00°11'06" W	24.96'
L3	N 01°33'00" E	21.73'
L4	N 02°26'47" E	1.39'
L5	N 03°17'15" E	20.30'
L6	N 04°07'47" E	1.43'
L7	N 04°58'12" E	20.24'
L8	N 05°48'40" E	1.45'
L9	N 06°39'04" E	20.22'
L10	N 07°29'29" E	1.45'
L11	N 08°19'57" E	20.24'
L12	N 09°10'22" E	1.43'
L13	N 10°00'54" E	20.30'
L14	N 10°51'22" E	1.39'
L15	N 11°45'09" E	21.73'
L16	N 12°59'57" E	10.43'
L17	N 14°41'06" E	33.05'
L18	N 16°04'30" E	2.79'
L19	N 16°55'03" E	18.93'
L20	N 18°29'33" E	21.69'
L21	N 19°28'18" E	3.57'
L22	N 20°18'43" E	18.10'
L23	N 21°09'11" E	3.59'
L24	N 21°59'36" E	18.08'
L25	N 22°50'00" E	3.59'
L26	N 23°40'28" E	18.10'
L27	N 24°30'53" E	3.57'
L28	N 25°21'26" E	18.16'
L29	N 26°11'53" E	3.53'
L30	N 27°27'12" E	28.84'
L31	N 29°16'29" E	18.13'
L32	N 36°33'42" E	21.67'
L33	N 38°14'30" E	21.67'
L34	N 42°57'53" E	17.38'
L35	S 47°12'53" E	14.15'
L129	N 84°54'22" E	65.13'
L130	N 84°54'22" E	5.45'
L131	N 00°46'32" E	26.59'
L132	S 22°35'04" E	17.87'
L133	N 89°18'41" E	2.43'
L134	N 18°41'25" E	225.41'
L135	N 21°18'33" E	12.29'
L136	N 31°16'42" E	17.68'
L137	N 21°18'33" E	33.93'
L138	S 68°41'27" E	20.00'
L139	S 21°18'33" W	229.88'
L140	S 18°41'25" W	217.19'
L141	S 89°18'41" W	2.84'
L142	S 84°54'22" W	4.31'
L143	S 84°54'22" W	7.00'
L144	N 05°05'38" W	3.11'
L145	N 05°45'18" E	4.32'
L146	N 05°45'18" E	174.29'
L147	N 18°53'17" E	0.20'
L148	N 44°44'38" E	0.56'
L149	N 17°00'50" E	159.49'
L150	S 68°59'10" E	7.00'
L151	S 21°00'50" W	159.49'
L152	S 44°01'17" W	1.76'
L153	S 63°27'35" E	25.67'
L154	S 87°46'43" E	24.27'
L155	S 51°24'31" E	8.85'
L156	S 77°08'02" W	5.43'
L157	S 12°51'58" W	7.00'
L158	N 77°08'02" W	5.43'
L159	N 51°24'31" W	8.85'
L160	N 87°46'43" W	24.27'
L161	N 63°27'35" W	25.76'
L162	S 03°00'00" E	5.44'
L163	N 03°00'00" W	5.44'
L164	S 05°45'18" W	178.64'
L165	S 05°05'38" E	3.11'

ADJOINING PROPERTY OWNERS

LOT 44
43 19 01 02 0 003 018.000
TPG HOMES LLC
456 WEST PACES FERRY ROAD NORTHWEST
ATLANTA, GA 30305

LOT 45
43 19 01 02 0 003 017.000
LUDERS DAVID J & HOWELL-BEST KATHERINE ERIKA
39 WATSON GRANDE WAY SOUTHEAST
BROWNSBORO, AL 35741

LOT 46
43 19 01 02 0 003 016.000
TPG HOMES LLC
456 WEST PACES FERRY ROAD NORTHWEST
ATLANTA, GA 30305

LOT 47
43 19 01 02 0 003 015.000
FETTEROLF DAVID S & FETTEROLF PAMELA B
207 BLACK SWANN ROAD
AUBURN, AL 36832

LOT 48
43 19 01 02 0 003 014.000
OWENS JASON K
108 FOWLER ROAD
ASHFORD, AL 36312

LOT 49
43 19 01 02 0 003 013.000
PAHL AVA KATHERYNE & PAHL DOUGLAS WESLEY
211 BLACK SWANN ROAD
AUBURN, AL 36832

LOT 50
43 19 01 02 0 003 012.000
JOHN D WADSWORTH LIVING TURST &
WADSWORTH JOHN D & WADSWORTH ANN G AS TRUSTEES
1719 ABBY ROAD

LOT 51
43 19 01 02 0 003 011.000
AHN SANGWON & YOON JIHA
215 BLACK SWANN ROAD
AUBURN, AL 36832

LOT 52
43 19 01 02 0 003 010.000
AUBIE CAT PROPERTIES LLC
532 HAMILTON HILLS DR
AUBURN, AL 36830

LOT 53
43 19 01 02 0 003 009.000
MERCER FARRIAL & MERCER TERESA
P O BOX 310489
ENTERPRISE, AL 36331

LOT 54
43 19 01 02 0 003 008.000
ALFANO INVESTMENTS LLC
5816 DEERFOOT COURT
TRUSSVILLE, AL 35173

LOT 55
43 19 01 02 0 003 007.000
ULRICH BRUNO O & ULRICH PAMELA V
223 BLACK SWANN ROAD
AUBURN, AL 36832

LOT 56
43 19 01 02 0 003 006.000
ALEXANDER SCOTT HOMES LLC
456 W PACES FERRY ROAD NW
ATLANTA, GA 30305

LOT 57
43 19 01 02 0 003 005.000
ALEXANDER SCOTT HOMES LLC
456 W PACES FERRY ROAD NW
ATLANTA, GA 30305

LOT 58
43 19 01 02 0 003 004.000
ALEXANDER SCOTT HOMES LLC
456 W PACES FERRY ROAD NW
ATLANTA, GA 30305

LOT 59
43 19 01 02 0 003 003.000
ALEXANDER SCOTT HOMES LLC
456 W PACES FERRY RD NW
ATLANTA, GA 30305

LOT 60
43 19 01 02 0 003 002.000
ALEXANDER SCOTT HOMES LLC
456 W PACES FERRY RD NW
ATLANTA, GA 30305

LOT 61
43 19 01 02 0 003 001.000
HODGES HOLLIE ANNE
3414 LINDHAVEN DR
PEARLAND, TC 77584

43 19 02 03 0 000 010.001
WIRE & COX DEVELOPMENT LLC
456 WEST PACES FERRY RD NW
ATLANTA, GA 30305

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

THIS DRAWING IS THE PROPERTY OF BASELINE SURVEYING & DESIGN, LLC. THIS DRAWING MAY NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT THE EXPRESSED CONSENT EITHER WRITTEN OR VERBAL FROM BASELINE SURVEYING & DESIGN, LLC.

CREW CHIEF	DRAWN	JOB NO.
RAB	CSM	B75925.04

2004 Yarbrough Drive, Ste A
Opelika, Alabama 36801
Phone: (334) 364-3500
Web:www.baseline-llc.com
BASELINE SURVEYING & DESIGN, LLC

SWANN'S BRIDGE SUBDIVISION
PHASE 2A FINAL PLAT
SEC. 02 T 18 N Rg 25 E
AUBURN LEE COUNTY ALABAMA
SCALE : VARIES JUNE 8, 2026
ARTHUR R. NETTLES, AL. P.L.S. REG. NO. 23346
ALABAMA CERT. OF AUTH. CA. NO. 922

Agenda Item Summary

Item No. 8 d 3

Council Meeting Date	September 15, 2026
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Consent

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

Lovely Investments, LLC
337 East Magnolia Avenue
Auburn, AL 36830

Trident Properties, LLC
2353 Bent Creek Road, Suite 100
Auburn, AL 36830

Description of item under consideration

Resolution accepting public utility easements and public lighting and sidewalk easements as shown on the plat: “Revision of Lot 23-A of a Revision of Lot 9, Cedar Crest Subdivision and Part of Lot 23, Block 148 Chambers Map of Auburn and Revision of Lot 9-A-1, Redivision of Lot 10-A, Circa Subdivision, Revision of Lots 4, 5, 6, and 10; Redivision of Lot 11-A, Circa Subdivision, Redivision of Lot 13-A, Block 1, and Lot 11; Redivision of Lot 9-A, Revision of Lot 9, Cedar Crest Subdivision and part of Lot 23, Block 144, Chambers Map of Auburn” (AS-2026-060), located at 144 and 150 South Ross 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 the public utility easements and public lighting and sidewalk easements as shown on the plat: "Revision of Lot 23-A of a Revision of Lot 9, Cedar Crest Subdivision and Part of Lot 23, Block 148 Chambers Map of Auburn and Revision of Lot 9-A-1, Redivision of Lot 10-A, Circa Subdivision, Revision of Lots 4, 5, 6, and 10; Redivision of Lot 11-A, Circa Subdivision, Redivision of Lot 13-A, Block 1, and Lot 11; Redivision of Lot 9-A, Revision of Lot 9, Cedar Crest Subdivision and part of Lot 23, Block 144, Chambers Map of Auburn" (AS-2026-060), located at 144 South Ross Street; and

WHEREAS, the owners of the said property, namely Lovely Investments, LLC and Trident 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 the public utility easements and public lighting and sidewalk easements as shown on the plat: "Revision of Lot 23-A of a Revision of Lot 9, Cedar Crest Subdivision and Part of Lot 23, Block 148 Chambers Map of Auburn and Revision of Lot 9-A-1, Redivision of Lot 10-A, Circa Subdivision, Revision of Lots 4, 5, 6, and 10; Redivision of Lot 11-A, Circa Subdivision, Redivision of Lot 13-A, Block 1, and Lot 11; Redivision of Lot 9-A, Revision of Lot 9, Cedar Crest Subdivision and part of Lot 23, Block 144, Chambers Map of Auburn" (AS-2026-060), located at 144 and 150 South Ross Street.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 15th day of September 2026.

_____
Mayor

ATTEST:

_____
City Manager

REVISION OF LOT 23-A OF A REVISION OF LOT 9, CEDAR CREST SUBDIVISION AND PART OF LOT 23, BLOCK 148 CHAMBERS MAP OF AUBURN AND REVISION OF LOT 9-A-1, REDIVISION OF LOT 10-A, CIRCA SUBDIVISION, REVISION OF LOTS 4, 5, 6, AND 10; REDIVISION OF LOT 11-A, CIRCA SUBDIVISION, REDIVISION OF LOT 13-A, BLOCK 1, AND LOT 11; REDIVISION OF LOT 9-A, REVISION OF LOT 9, CEDAR CREST SUBDIVISION AND PART OF LOT 23, BLOCK 144, CHAMBERS MAP OF AUBURN

AS-026-060
Received 8/19/2026

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

LOT 9-A-1-A
STATE OF ALABAMA
LEE COUNTY

I, RYAN CASADABAN, AS MANAGER/MEMBER FOR LOVELY INVESTMENTS, 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.

_____
RYAN CASADABAN, MANAGER/MEMBER FOR
LOVELY INVESTMENTS, LLC

STATE OF ALABAMA
LEE COUNTY

I, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT RYAN CASADABAN, 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:

LOT 23-A-1
STATE OF ALABAMA
LEE COUNTY

I, TRAVIS R. WISDOM, AS MANAGER/MEMBER FOR TRIDENT 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.

_____
TRAVIS R. WISDOM, MANAGER/MEMBER FOR
TRIDENT PROPERTIES, LLC

STATE OF ALABAMA
LEE COUNTY

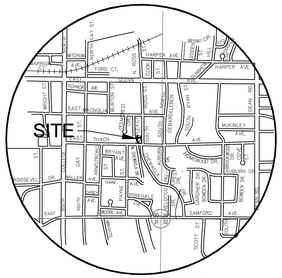
I, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT TRAVIS R. WISDOM, WHOSE NAME IS SIGNED TO THE FOREGOING INSTRUMENT AND WHOSE NAME IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DATE THAT, BEING INFORMED ON THE CONTENTS OF THE INSTRUMENT, HAS EXECUTED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

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

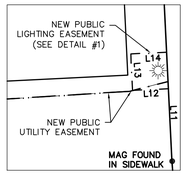
_____
NOTARY PUBLIC: MY COMMISSION EXPIRES:

NOTES:

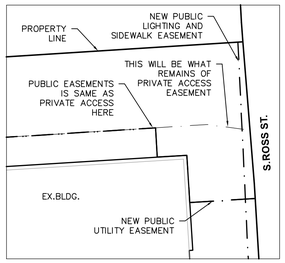
1. THIS PARCEL IS SUBJECT TO ANY EASEMENTS, RIGHT-OF-WAY, OR OTHER RESTRICTIONS OF RECORD THAT MAY EXIST.
2. BEARINGS BASED ON GPS RTK OBSERVATIONS USING AUBURN CORS. HORIZONTAL DATUM IS NAD 83 ALABAMA EAST STATE PLANE COORDINATE SYSTEM.
3. NORTH IS BASED ON GRID NORTH.
4. NO PERMANENT STRUCTURES MAY 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. FIELDWORK COMPLETED SEPTEMBER 30, 2025. OFFICEWORK COMPLETED JULY 16, 2026.
6. 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.
7. 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.
8. ACCORDING TO FEMA FIRM MAP NO. 01081C0201H, EFFECTIVE DATE JANUARY 17, 2025, THE PROPERTY LIES IN ZONES X AND AE. ZONE AE IS A DESIGNATED FLOOD ZONE WITH BASED FLOOD ELEVATION WHILE ZONE X IS NOT A FLOOD PRONE ZONE.
9. THE PURPOSE OF THIS PLAT IS TO DEDICATE A PUBLIC UTILITY EASEMENT AND A SIDEWALK AND PEDESTRIAN LIGHT EASEMENT.
10. LOT 23 WAS MORE FORMALLY DESCRIBED IN A METES AND BOUNDS DESCRIPTION IN DEED BOOK 2081, PAGE 153. AN ERROR IN ONE BEARING EXISTS, HOWEVER, WITH THE FOLLOWING BEARING: "NORTH 89°09' EAST FOR 150.0 FEET" SHOULD BE "SOUTH 89°09' EAST..."



VICINITY MAP
NOT TO SCALE



DETAIL #1



DETAIL #2

LINE TABLE

LINE	BEARING		DISTANCE
L1	N	86°22'11" E	104.73'
L2	N	75°45'02" E	5.53'
L3	S	02°52'04" E	11.10'
L4	S	04°28'23" E	21.96'
L5	S	86°37'06" W	9.15'
L6	N	03°33'09" W	6.60'
L7	S	86°26'51" W	4.13'
L8	N	03°22'54" W	4.09'
L9	N	86°21'57" W	97.14'
L10	N	03°37'51" W	24.01'
L11	N	02°52'04" W	10.10'
L12	S	87°07'56" W	5.00'
L13	N	02°52'04" W	5.10'
L14	N	87°07'56" E	5.00'
L15	S	86°22'38" W	0.70'
L16	S	02°43'42" E	67.37'
L17	S	01°19'16" W	4.46'
L18	S	86°25'00" W	4.57'
L19	S	03°35'00" E	5.00'
L20	N	86°25'00" E	4.14'
L21	S	01°19'16" W	9.07'
L22	S	02°16'29" E	91.45'

APO'S ACROSS STREETS

43 09 09 30 4 001 012.000
AUBURN DREAM LLC
2829 THORNHILL RD
BIRMINGHAM, AL 35213

43 09 09 30 4 001 015.000
MORRIS DAVID E IRREVOCABLE TRUST
1820 E UNIVERSITY DR
AUBURN, AL 36830

43 09 09 30 4 001 039.000
HILL DAVID B & SUSAN H
370 EAST THACH AVE
AUBURN, AL 36830

LEGEND

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

N
W E
S

SCALE: 1"= 20'

20 10 0 20 40
SCALE IN FEET

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

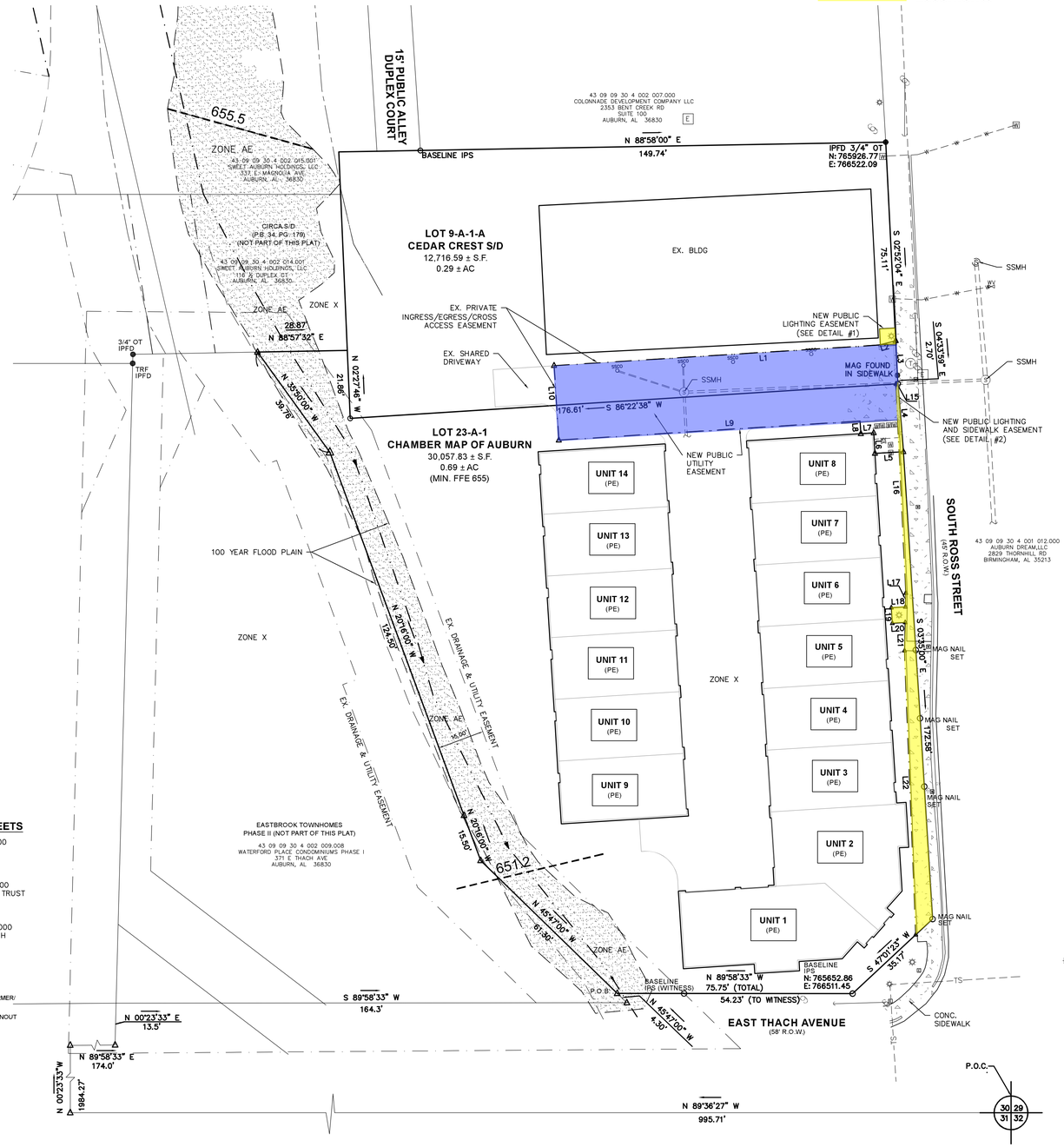
PLANNING DIRECTOR:_____ DATE:_____

APPROVED BY THE AUBURN CITY ENGINEER:

CITY ENGINEER: _____ DATE:_____

APPROVED BY THE AUBURN CITY COUNCIL, AUBURN, ALABAMA:

MAYOR:_____ DATE:_____



BASELINE
SURVEYING & DESIGN, LLC
2004 Yarbrough Drive, Ste A
Opelika, Alabama 36801
Phone: (334) 748-0040
Web:www.baselinellc.com

REVISION OF LOT 9, CEDAR CREST SUBDIVISION AND PART OF LOT 23, BLOCK 148 CHAMBERS MAP OF AUBURN
SEC. 30 T 19 N Rg 26 E
AUBURN LEE COUNTY ALABAMA
SCALE: 1"=20' JULY 30, 2026
ARTHUR R. NETTLES, AL. P.L.S. REG. NO. 23346
ALABAMA CERT. OF AUTH. CA NO. 922

JOB NO	B20425.02
DRAWN	ARN
CREW CHIEF	JMC

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

Agenda Item Summary

Item No. 8 d 4

Council Meeting Date	September 15, 2026
Department	Engineering Services
Submitted By	Michael Griffin
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:
Owens Family Partnership, LLC
31480 Wellington Parkway
Birmingham, AL 35243

Description of item under consideration
Resolution accepting a temporary construction easement (TCE) from Owens Family Partnership, LLC, for property located at the northeast corner of Shug Jordan Parkway and North Donahue Drive, and approving compensation for use of the property in the amount of $87,500 for the construction of the North Donahue Drive Widening Project Phase I.

Why is Council action needed?
Council must accept and approve the temporary construction easement from Owens Family Partnership, LLC for the North Donahue Drive Widening Project Phase I.

Is this a budgeted item?: Yes

RESOLUTION NO. _____

WHEREAS the City Council of the City of Auburn has determined that it is in the best interest of the City to accept the dedication of that certain real estate as the same is described in the attached Temporary Construction Easement; and

WHEREAS the owner of said real property, namely Owens Family Partnership, LLC, desires to convey the same to the City of Auburn for the North Donahue Drive Widening Project Phase I.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama does hereby accept the Temporary Construction Easement from Owens Family Partnership, LLC and approves compensation in the amount of $87,500 for use of the property for the North Donahue Drive Widening Project Phase I.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 15th day of September 2026.

_____
Mayor

ATTEST:

_____
City Manager

STATE OF ALABAMA)
)
COUNTY OF LEE)

THE CITY OF AUBURN
AUBURN, ALABAMA

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Eighty-Seven Thousand Five Hundred and 00/100 Dollars ($87,500.00) and other good and valuable considerations, in hand paid to the undersigned Grantor, **OWENS FAMILY PARTNERSHIP, LLC, A DOMESTIC LIMITED LIABILITY COMPANY,** the receipt and sufficiency of which is hereby acknowledged, and for and in consideration of the benefit to its property, the said, **OWENS FAMILY PARTNERSHIP, LLC, A DOMESTIC LIMITED LIABILITY COMPANY,** does hereby grant, bargain, sell and convey unto Grantee, **THE CITY OF AUBURN, A MUNICIPAL CORPORATION,** subject to the terms and conditions hereinafter set forth, a temporary construction easement across the land of the Grantor for the purpose of construction and maintenance of a sidewalk, lighting and landscaping on adjacent property in connection with the North Donahue Drive Widening Phase I Project, said easement being more particularly described as follows to wit:

LEE COUNTY, ALABAMA:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 19 NORTH, RANGE 25 EAST, AUBURN, LEE COUNTY, ALABAMA THENCE NORTH 64°11'09" WEST, A DISTANCE OF 2380.73 FEET TO THE POINT OF BEGINNING OF A CONSTRUCTION EASEMENT MORE FULLY DESCRIBED AS FOLLOWS: FROM THIS POINT OF BEGINNING, THENCE NORTH 85°04'53" WEST, A DISTANCE OF 48.42 FEET; THENCE NORTH 29°11'42" WEST, A DISTANCE OF 307.04 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 245.16 FEET, WITH A RADIUS OF 800.00 FEET, WITH A CHORD BEARING OF NORTH 37°58'27" WEST, WITH A CHORD LENGTH OF 244.21 FEET; THENCE NORTH 46°45'11" WEST, A DISTANCE OF 883.77 FEET; THENCE NORTH 43°14'47" EAST, A DISTANCE OF 12.00 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 515.58 FEET, WITH A RADIUS OF 850.00 FEET, WITH A CHORD BEARING OF NORTH 29°06'21" WEST, WITH A CHORD LENGTH OF 507.71 FEET; THENCE NORTH 79°36'08" EAST, A DISTANCE OF 44.01 FEET; THENCE SOUTH 13°10'08" EAST, A DISTANCE OF 38.45 FEET; THENCE SOUTH 16°02'16" EAST, A DISTANCE OF 42.26 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 410.96 FEET, WITH A RADIUS

OF 806.00 FEET, WITH A CHORD BEARING OF SOUTH 32°08'49" EAST, WITH A CHORD LENGTH OF 406.52 FEET; THENCE SOUTH 46°45'13" EAST, A DISTANCE OF 830.52 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 320.55 FEET, WITH A RADIUS OF 1046.00 FEET, WITH A CHORD BEARING OF SOUTH 37°58'27" EAST, WITH A CHORD LENGTH OF 319.30 FEET; THENCE SOUTH 29°11'42" EAST, A DISTANCE OF 276.93 FEET; THENCE NORTH 38°46'34" EAST, A DISTANCE OF 238.15 FEET; THENCE SOUTH 51°13'26" EAST, A DISTANCE OF 29.02 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 265.18 FEET, WITH A RADIUS OF 4768.13 FEET, WITH A CHORD BEARING OF SOUTH 36°27'30" WEST, WITH A CHORD LENGTH OF 265.14 FEET TO THE POINT OF BEGINNING.

SAID CONSTRUCTION EASEMENT CONTAINING 108,677.03 SQUARE FEET OR 2.5 ACRES, MORE OR LESS.

By the Execution of this easement, we do hereby waive any rights which we may have under federal or state law to have our property appraised.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, forever, subject to the following terms and conditions:

1. The within Grantee, its successors and assigns and designated servants, agents, employees or contractors, shall have the right to enter upon said easement to install, construct, and make necessary repairs to the sidewalk, lighting, landscaping, drainage and utilities on adjacent property in connection with the North Donahue Drive Widening Phase I Project , and shall have ingress and egress at any and all times to the property covered by this easement without hindrance or delay of any kind.

2. The grant of the easements shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their heirs, successors and assigns.

3. The granted temporary construction easement will automatically expire one (1) year from the date of completion of the North Donahue Drive Widening Phase I Project, and in any event no later than three (3) years following the date of this Instrument.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the undersigned has caused this Instrument to be executed by its duly authorized manager this 24 day of August 2026.

OWENS FAMILY PARTNERSHIP, LLC
A DOMESTIC LIMITED LIABILITY COMPANY

BY: Caroline M. Smith (L.S.)
Name: Caroline M. Smith
Title: Manager

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Caroline M. Smith, known to me, whose name as the manager of **OWENS FAMILY PARTNERSHIP, LLC, A DOMESTIC LIMITED LIABILITY COMPANY**, is signed to the forgoing conveyance, appear before me on this day and being informed of the contents of said conveyance, they executed the same as such manager and with full authority, voluntarily on the same bears date, for and as the act of said limited liability company.

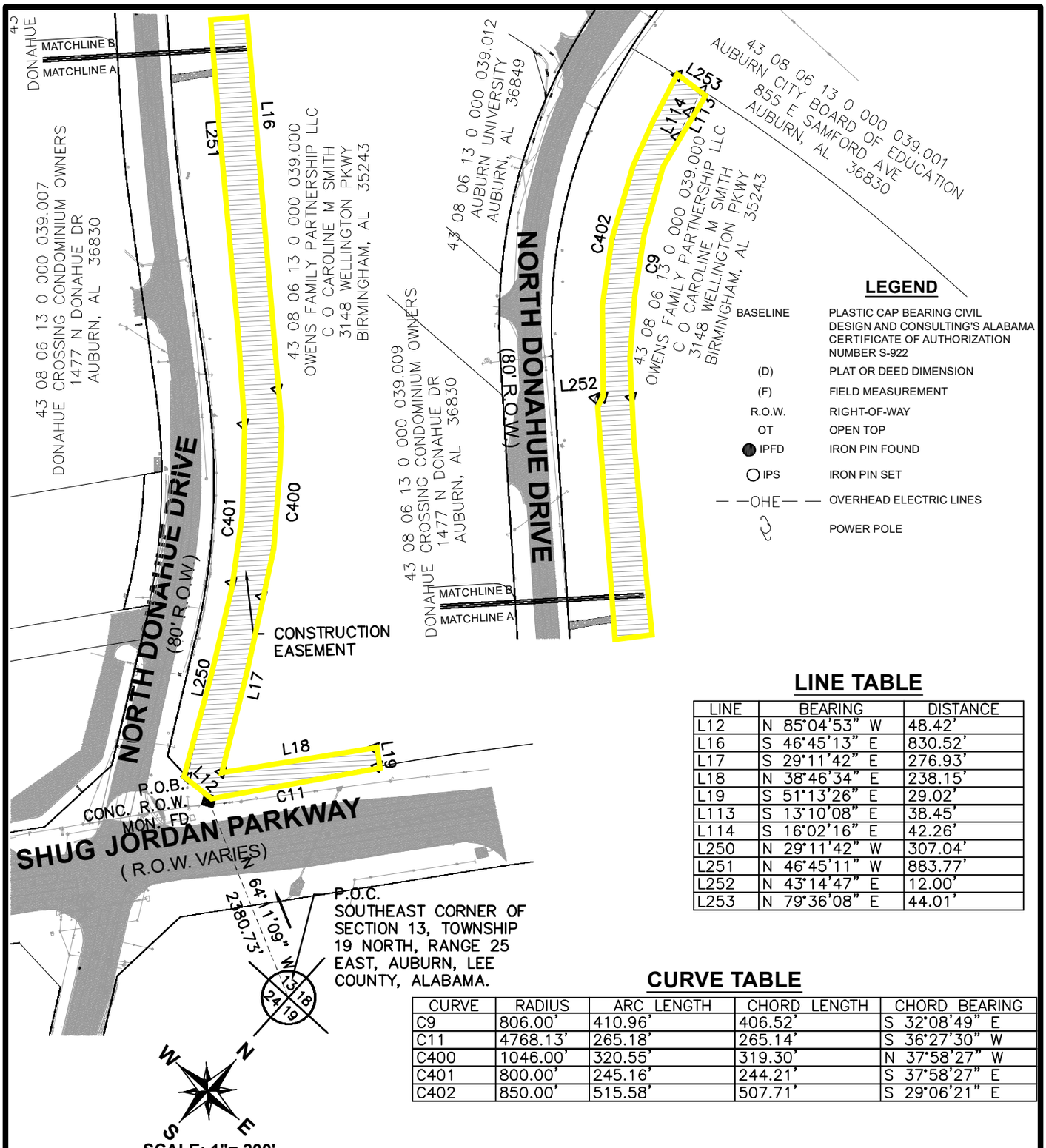
Given under my hand and seal of office this the 24 day of August, 2026.

Notary Public

My Commission Expires: 08/21/2028

This instrument prepared by:
Audrea Carr, City of Auburn
Engineering Services Department
161 North Ross Street
Auburn, Alabama 36830

STATE OF ALABAMA NOTARY PUBLIC
ASHLEY MARIE HOWELL
My Commission Expires
August 21, 2028



LINE TABLE

LINE	BEARING	DISTANCE
L12	N 85°04'53" W	48.42'
L16	S 46°45'13" E	830.52'
L17	S 29°11'42" E	276.93'
L18	N 38°46'34" E	238.15'
L19	S 51°13'26" E	29.02'
L113	S 13°10'08" E	38.45'
L114	S 16°02'16" E	42.26'
L250	N 29°11'42" W	307.04'
L251	N 46°45'11" W	883.77'
L252	N 43°14'47" E	12.00'
L253	N 79°36'08" E	44.01'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C9	806.00'	410.96'	406.52'	S 32°08'49" E
C11	4768.13'	265.18'	265.14'	S 36°27'30" W
C400	1046.00'	320.55'	319.30'	N 37°58'27" W
C401	800.00'	245.16'	244.21'	S 37°58'27" E
C402	850.00'	515.58'	507.71'	S 29°06'21" E

LEGAL DESCRIPTION OF CONSTRUCTION EASEMENT

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 19 NORTH, RANGE 25 EAST, AUBURN, LEE COUNTY, ALABAMA THENCE NORTH 64°11'09" WEST, A DISTANCE OF 2380.73 FEET TO THE POINT OF BEGINNING OF A CONSTRUCTION EASEMENT MORE FULLY DESCRIBED AS FOLLOWS: FROM THIS POINT OF BEGINNING, THENCE NORTH 85°04'53" WEST, A DISTANCE OF 48.42 FEET; THENCE NORTH 29°11'42" WEST, A DISTANCE OF 307.04 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 245.16 FEET, WITH A RADIUS OF 800.00 FEET, WITH A CHORD BEARING OF NORTH 37°58'27" WEST, WITH A CHORD LENGTH OF 244.21 FEET; THENCE NORTH 46°45'11" WEST, A DISTANCE OF 883.77 FEET; THENCE NORTH 43°14'47" EAST, A DISTANCE OF 12.00 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 515.58 FEET, WITH A RADIUS OF 850.00 FEET, WITH A CHORD BEARING OF NORTH 29°06'21" WEST, WITH A CHORD LENGTH OF 507.71 FEET; THENCE NORTH 79°36'08" EAST, A DISTANCE OF 44.01 FEET; THENCE SOUTH 13°10'08" EAST, A DISTANCE OF 38.45 FEET; THENCE SOUTH 16°02'16" EAST, A DISTANCE OF 42.26 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 410.96 FEET, WITH A RADIUS OF 806.00 FEET, WITH A CHORD BEARING OF SOUTH 32°08'49" EAST, WITH A CHORD LENGTH OF 406.52 FEET; THENCE SOUTH 46°45'13" EAST, A DISTANCE OF 830.52 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 320.55 FEET, WITH A RADIUS OF 1046.00 FEET, WITH A CHORD BEARING OF SOUTH 37°58'27" EAST, WITH A CHORD LENGTH OF 319.30 FEET; THENCE SOUTH 29°11'42" EAST, A DISTANCE OF 276.93 FEET; THENCE NORTH 38°46'34" EAST, A DISTANCE OF 238.15 FEET; THENCE SOUTH 51°13'26" EAST, A DISTANCE OF 29.02 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 265.18 FEET, WITH A RADIUS OF 4768.13 FEET, WITH A CHORD BEARING OF SOUTH 36°27'30" WEST, WITH A CHORD LENGTH OF 265.14 FEET TO THE POINT OF BEGINNING. SAID CONSTRUCTION EASEMENT CONTAINING 108,677.03 SQUARE FEET OR 2.5 ACRES, MORE OR LESS.

2004 Yarbrough Drive, Ste A
Opelika, AL 36801
Phone: (334) 748-9200
BASELINE
SURVEYING & DESIGN, LLC

PROJECT NO.	CREW CHIEF	DRAWN	CHECKED
B82325.02-2B	TTM	CSM	ARN

EXHIBIT OF A TEMPORARY CONSTRUCTION EASEMENT FOR OWENS FAMILY PARTNERSHIP, LLC

SEC. 13 T 19 N Rg 25 E
AUBURN LEE COUNTY ALABAMA
SCALE: 1" = 200' MARCH 27, 2026
ARTHUR R. NETTLES, AL. P.L.S. REG. NO. 23346
CERTIFICATE OF AUTHORIZATION NO. S-922

Agenda Item Summary

Item No. 8 e 1

Council Meeting Date	September 15, 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 two (2) individuals to the Greenspace Advisory Board for terms of office beginning upon appointment and ending August 7, 2030.

Why is Council action needed?
Members of the Greenspace Advisory Board are appointed by the City Council per Section 2-121(3) of the Auburn City Code.

Is this a budgeted item?: N/A

Resolution No. _____

BE IT RESOLVED, by the City Council of the City of Auburn, Alabama, in accordance with Section 2-121(3) of the Auburn City Code, that _____ and _____ are hereby appointed members of the Greenspace Advisory Board for terms of office beginning upon appointment and ending August 7, 2030.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this 15th day of September 2026.

_____
Mayor

ATTEST:

_____
City Manager

Agenda Item Summary

Item No. 8 e 2

Council Meeting Date	September 15, 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 two (2) individuals to the Industrial Development Board for terms of office beginning October 10, 2026, and ending October 9, 2032.

Why is Council action needed?
City Council appoints members of the Industrial Development Board per Resolution No. 62-68, adopted October 9, 1962.

Is this a budgeted item?: N/A

RESOLUTION NO. _____

BE IT RESOLVED by the City Council of the City of Auburn, Alabama, in accordance with the provisions of Resolution No. 62-68, adopted October 9, 1962, that _____ and _____ be hereby appointed members of the **Industrial Development Board** of the City for terms of office beginning October 10, 2026, and ending October 9, 2032.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 15th day of September, 2026.

_____
Mayor

ATTEST:

_____
City Manager

Agenda Item Summary

Item No. 8 e 3

Council Meeting Date	September 15, 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 one (1) individual to the Board of Directors of the Lee County Youth Development Center, Inc. for a term of office beginning October 1, 2026, and ending September 30, 2030.

Why is Council action needed?
Council makes appointments to this board per the Lee County Youth Development Center, Inc. Charter.

Is this a budgeted item?: N/A

Resolution No. _____

BE IT RESOLVED by the City Council of the City of Auburn, Alabama, that _____ be and is hereby appointed a member of the Board of Directors of the **Lee County Youth Development Center, Inc.**, for a term of office beginning October 1, 2026, and ending September 30, 2030.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this 15th day of September 2026.

_____
Mayor

ATTEST:

_____
City Manager

Agenda Item Summary

Item No. 9 a

Council Meeting Date	September 15, 2026
Department	Office of the City Manager
Submitted By	Megan Crouch
Agenda Section	Ordinances

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

Description of item under consideration
Amending Ordinance 3544 that adopts the biennial budget for the City of Auburn for the fiscal year beginning October 1, 2025, and ending September 30, 2026, and fiscal year beginning October 1, 2026, and ending September 30, 2027.

This ordinance was introduced at the September 1, 2026, City Council meeting. This is second reading.

Why is Council action needed?
In accordance with Section 11-43A-29 of the Code of Alabama 1975, any changes in the budget during the course of the budget year, shall be done by 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?: N/A

ORDINANCE NO. ___

AMEND ORDINANCE 3544, THE OFFICIAL BUDGET FOR THE CITY OF AUBURN, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026 AND THE FISCAL YEAR BEGINNING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027.

BE IT ORDAINED by the City Council of the City of Auburn, Alabama as follows:

1. That, for the purposes of financing the conduct of the affairs of the City of Auburn, Alabama, during the fiscal year beginning October 1, 2025 and ending September 30, 2026 (herein referred to as Fiscal Year 2026 or FY2026), and for fiscal year beginning October 1, 2026 and ending September 30, 2027 (herein referred to as Fiscal Year 2027 or FY2027), the Budget of the City's revenues and expenditures or expenses for such period prepared and submitted by the City Manager to the City Council, and made a part of this Ordinance, be and the same hereby is adopted as the official Budget of the City of Auburn.
2. That the revenue and resources set forth in the General Fund are projected as follows:

Budgeted Revenues	**FY2026**	**FY2027**
Sales and use tax	$ 71,000,000	$ 72,000,000
Other locally levied taxes	8,514,800	8,723,000
Total locally levied taxes	79,514,800	80,723,000
Property taxes and governmental service fees	10,909,000	11,203,000
States shared taxes	10,773,400	10,975,800
Total taxes	101,197,200	102,901,800
Business license fees	18,220,000	18,180,230
Occupation license fees	19,885,180	20,481,735
Other licenses and permits	3,050,000	2,200,000
Total licenses and permits	41,155,180	40,861,965
Fines and court fees	1,457,500	1,502,500
Public safety charges	7,894,861	7,962,104
Other charges for service	3,692,691	3,692,691
Investment income	3,101,820	2,300,358
Other miscellaneous revenue	2,013,282	1,165,200
Total budgeted revenues	**160,512,534**	**160,386,618**
Other financing sources		
Proceeds of debt for leases and subscriptions	2,100,000	2,425,124
Transfers in from other funds	2,237,250	1,217,250
Total budgeted other finances sources	**4,337,250**	**3,642,374**
Total available resources	**$ 164,849,784**	**$ 164,028,992**

3. a. That the expenditures set forth in the General Fund for each activity be as follows:

	FY2026	FY2027
Administrative Services		
City Council	$ 350,639	$ 380,042
Office of the City Manager	1,556,200	1,754,334
Human Resources	3,402,805	3,263,810
Information Technology	5,497,091	6,415,089
Finance	2,240,588	2,330,832
Economic Development	1,563,684	1,618,507
Judicial	1,403,650	1,471,005
Development Services		
Administration	1,101,275	1,074,020
Planning Services	1,285,027	1,319,493
Inspection Services	1,929,902	2,025,561
Community Services	959,665	989,413
Engineering Services	4,375,227	4,188,604
Public Services		
Administration	266,812	273,523
Public Works	9,613,151	10,546,052
Environmental Services	3,226,157	3,376,072
Library	4,172,899	4,642,285
Parks and Recreation	13,604,318	14,409,069
Public Safety Services		
Public Safety	5,387,088	6,143,288
Police	24,361,962	24,156,566
Fire	13,845,643	14,982,405
Total - Departmental	**100,143,784**	**105,359,972**
General Operations	11,902,976	10,564,350
Project Operations	7,330,690	27,061,006
PR Project Operations	3,826,934	3,638,400
PW Project Operations	2,386,824	5,170,000
Outside Agencies	2,913,317	3,192,882
Debt Service	10,759,597	10,482,846
Total - Non-departmental	**39,120,338**	**60,109,484**
Total - Expenditures	**139,264,122**	**165,469,456**
Transfers to other funds	4,575,000	4,450,000
Transfers to component units	24,799,500	24,280,250
Total - Transfers and Other Uses	**29,374,500**	**28,730,250**
Total - Expenditures & Other Uses	**$ 168,638,622**	**$ 194,199,706**

b. That of the total budgeted ending fund balances of the General Fund of $116,747,309 in fiscal year 2026 and $86,576,595 in fiscal year 2027, $4,652,728 and $4,675,991, respectively, shall be designated as the Permanent Reserve Fund, which shall be maintained for the purpose of providing financial resources to be budgeted by the City Council for use only in times of natural disaster or significant economic downturn. The Permanent Reserve Fund shall be invested in such investments as allowed under the provisions of the Code of Alabama and the City's Investment Policy. Investment earnings on the Permanent Reserve Fund shall be added to the Permanent Reserve Fund so long as the balance in the Permanent Reserve Fund is less than fifteen percent (15%) of the General Fund's budgeted expenditures and other financing uses. At such time as the balance of the Permanent Reserve Fund exceeds fifteen percent (15%) of the General Fund's budgeted expenditures and other financing uses, investment earnings on the Permanent Reserve Fund shall be available to finance the budgeted expenditures and other financing uses of the General Fund.

c. That the budgeted ending fund balances of the General Fund as set forth above in Section 3.b., excluding the permanent reserve, are pledged to fund the

satisfaction of any actuarial liabilities arising from the City's risk retention for worker's compensation and general liability claims.

d. The City shall appropriate from the primary General Fund (fund number 100) for payment to the City of Auburn Board of Education an amount equal to 1.25 pennies of Sales and Use tax revenues. For Fiscal Year 2026 and Fiscal Year 2027, these payments are projected to be $22,547,500 and $22,500,000, respectively.

   i. Payment of the appropriations and supplemental appropriations to the City of Auburn Board of Education specified herein shall be made in twelve substantially equal monthly installments.

   ii. Upon completion of the audit fieldwork, an analysis of the actual Sales and Use Taxes collected amount will be completed. Analysis and subsequent payment or adjustments (as appropriate) will be issued upon approval by the City Manager.

   iii. The appropriation to the City of Auburn Board of Education authorized herein must be used exclusively for educational purposes and no other; educational purposes shall include without limitation, school operation and maintenance, capital outlay for educational purposes and retirement of debt incurred for educational purposes.

e. That of the expenditures authorized in Section 3.a. above, the projected revenue received from the court costs ordered by the Municipal Court and accounted for as Corrections Collections, which is projected to be $200,000 in Fiscal Year 2026 and $200,000 in Fiscal Year 2027, shall be expended for the City of Auburn's costs to house City prisoners in the Lee County jail, and for the costs to maintain the City building which houses the Municipal Court's chambers and administrative offices.

f. That of the expenditures authorized in Section 3.a. above, the projected revenue from the Alabama Trust Fund, which revenue is projected to be $700,000 in Fiscal Year 2026 and $700,000 in Fiscal Year 2027, is budgeted to assist the financing of capital improvement projects such as improving government buildings, streets, roads, bridges and utilities in accordance with Title 11, Chapter 66 of the Code of Alabama 1975.

4. That the revenues and resources set forth in the Sewer Fund are projected as follows:

	FY2026	FY2027
Sewer service fees	$ 12,587,000	$ 12,838,000
Other charges to customers	2,680,000	1,332,000
Other revenues	3,000	3,000
Reimbursements	90,750	71,250
Total - Operating Revenues	**15,360,750**	**14,244,250**
Sale of surplus assets	12,700	5,000
Lines contributed by developers	800,000	800,000
Investment interest	700,000	450,000
Total - Non Operating Revenues	**1,512,700**	**1,255,000**
Total Revenues	**16,873,450**	**15,499,250**
Beginning Net Position	90,605,569	86,322,710
Total available resources	**$107,479,019**	**$101,821,960**

5. That the expenses set forth in the Sewer Fund be as follows:

	FY2026	FY2027
Sewer Administration Division	$ 888,881	$ 933,204
Sewer Maintenance Division	2,550,925	2,690,797
Sewer Line Locating	105,465	110,550
Watershed Management Division	426,133	446,410
Sewer Pumping and Treatment	3,684,835	3,743,175
General Operations	4,990,461	4,615,761
Project Operations	6,326,497	22,847,000
Debt Service	2,096,862	2,454,434
Total - Expenses	**21,070,059**	**37,841,331**
Operating Transfers	86,250	86,250
Total Sewer Fund Expenses and Transfers	**$ 21,156,309**	**$ 37,927,581**

6. That the revenues and resources set forth in the Solid Waste Management Fund are projected as follows:

	FY2026	FY2027
Fees for services	$ 8,566,300	$ 8,732,600
Recycling revenues	15,000	15,000
Grants	-	214,957
Other revenues	1,000	1,000
Total - Operating Revenues	**8,582,300**	**8,963,557**
Sale of surplus assets	5,000	5,000
Investment Interest	7,000	10,000
Transfers in	325,000	-
Total - Non - Operating Revenues	**337,000**	**15,000**
Total - Revenues	**8,919,300**	**8,978,557**
Beginning Net Position	2,212,754	1,709,714
Total available resources	**$ 11,132,054**	**$ 10,688,271**

7. That the expenses set forth in the Solid Waste Management Fund be as follows:

	FY2026	FY2027
Administration	$ 740,304	$ 749,474
Recycling	3,956,844	4,528,308
Solid Waste	4,468,667	3,548,872
General Operations	156,525	159,025
Total - Expenses	**9,322,340**	**8,985,679**
Operating Transfers	100,000	100,000
Total SWMF Expenses and Transfers	**$ 9,422,340**	**$ 9,085,679**

8. That for certain other budgeted funds of the City, revenue projections and expenditures or other financing uses be as follows:

	FY2026	FY2027
Seven Cent Gas Tax Fund		
Revenues	$ 185,500	$ 185,500
Beginning fund balance	22,552	23,052
Total available resources	208,052	208,552
Expenditures & other financing uses	(185,000)	(185,000)
Four and Five Cent Gas Tax Fund		
Revenues	147,750	147,750
Beginning fund balance	20,477	18,227
Total available resources	168,227	165,977
Expenditures & other financing uses	(150,000)	(150,000)

Ten Cent Gas Tax Fund		
Revenues	701,150	701,150
Beginning fund balance	74,249	75,399
Total available resources	775,399	776,549
Expenditures & other financing uses	(700,000)	(700,000)
Special School Tax Fund		
Revenues and other financing sources	250,107,240	137,053,000
Beginning fund balance	78,700,461	228,904,748
Total available resources	328,807,701	365,957,748
Expenditures & other financing uses	(99,902,953)	(212,253,599)
Municipal Court Judicial Administration Fund		
Revenues and other financing sources	140,000	140,000
Beginning fund balance	859,642	889,642
Total available resources	999,642	1,029,642
Expenditures & other financing uses	(110,000)	(111,000)
Public Safety Substance Abuse Fund		
Revenues and other financing sources	30,150	30,150
Beginning fund balance	86,673	82,323
Total available resources	116,823	112,473
Expenditures & other financing uses	(34,500)	(39,500)
Coronavirus State & Local Fiscal Relief Fund		
Revenues and other financing sources	48,276	-
Beginning fund balance	1,033,301	-
Total available resources	1,081,577	-
Expenditures & other financing uses	(1,081,577)	-
Special Five Mill Tax Fund		
Revenues and other financing sources	51,111,300	10,624,000
Beginning fund balance	16,270,115	18,407,409
Total available resources	67,381,415	29,031,409
Expenditures & other financing uses	(48,974,006)	(8,151,601)
Liability Risk Retention Fund		
Revenues and other financing sources	623,000	623,000
Beginning fund balance	729,298	563,298
Total available resources	1,352,298	1,186,298
Expenditures & other financing uses	(789,000)	(809,000)
Employee Benefit Self-Insurance Fund		
Revenues and other financing sources	12,407,512	12,290,200
Beginning fund balance	914,839	518,039
Total available resources	13,322,351	12,808,239
Expenditures & other financing uses	(12,804,312)	(10,538,300)
Assessment Project Fund		
Revenues and other financing sources	-	-
Beginning fund balance	43,694	43,694
Total available resources	43,694	43,694
Expenditures & other financing uses	-	-

9. That the total expenditure and expense amounts listed above be and hereby are appropriated to such uses, and authority is hereby granted to the City Manager to approve the expenditure of the amounts shown for the purposes indicated. The City Manager shall have the authority to approve loans between City funds and from City funds to the Auburn Water Works Board, the Auburn Industrial Development Board, the Auburn Commercial Development Authority, the Auburn Housing Authority, the Auburn Board of Education/Auburn City Schools, the Auburn Downtown Redevelopment Authority, and the Auburn Public Park and Recreation Board.
10. That the Finance Director/Treasurer be and hereby is authorized and directed by the City Manager to make the appropriate disbursements.
11. That payment of the amounts appropriated to other agencies, under Outside Agencies Funding expenditures of the General Fund, shall be contingent upon receipt of revenues sufficient for such payments.
12. That the City Manager be and hereby is authorized to make adjustments of appropriated amounts between and among the various accounts of the General Fund, Sewer Fund, and Solid Waste Management Fund, and other funds as listed in Section 8 of this Ordinance, as necessitated by changing requirements, provided that the City Council shall be informed of any such adjustments made.
13. That transfers from the State gas tax funds into the General Fund will be limited to the amount of available revenues; and the General Fund expenditures thereof shall be limited to the same purposes for which the State gas tax revenues may be expended in accordance with the provisions as specified in the Code of Alabama 1975, Sections 40-17-359, 40-17-363, and 40-17-370.
14. In accordance with Section 12-14-30 of the Code of Alabama 1975, James D. McLaughlin is hereby reappointed to the office of full-time municipal judge effective January 1, 2027.
15. That the spending authority of the City Manager shall be established to match that of the Competitive Bid Law threshold.
16. If any section, subsection or provision of this Ordinance shall be declared to be invalid or unconstitutional by judgment or decree of a court of competent jurisdiction, such judgment or decree shall not affect any other section, subsection or provision of this Ordinance.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama this the 15th day of September 2026.

_____
Mayor

ATTEST:

_____
City Manager

Agenda Item Summary

Item No. 9 b 1

Council Meeting Date	September 15, 2026
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Ordinances

Name and address of person(s) or business(es) this item affects:
Hannah Gaither
744 Lee Road 008 (Cotton Valley Lane)
Auburn, AL 36832

Description of item under consideration
Gaither Annexation (AX-2026-013). Annexation of approximately 3.39 acres located at 744 Lee Road 008 (Cotton Valley Lane). The request is consistent with the provisions of Resolution 12-111 which outlines the City's annexation policy.

The Planning Commission recommended approval of this request by a vote of 9-0 at its September 10, 2026, meeting. The attached Planning Commission staff report provides a detailed analysis of the annexation request.

Why is Council action needed?
Section 11-42-21 of the Code of Alabama provides that a municipality may approve an ordinance assenting to the requested annexation. 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?: N/A

City of Auburn Planning Commission
Annexation Request
Case AX-2026-013
Gaither Annexation

Meeting Date: September 10, 2026

Property Owner(s): Hannah Gaither

Request: The applicant is requesting annexation of approximately 3.39 acres into the city limits.

According to the City's annexation policy, the petition must meet all requirements for annexation as set forth in Resolution 12-111 adopted June 19, 2012. The policy requires that the property must be contiguous to the existing corporate boundaries of the City of Auburn and that the petitioner must have ownership, must read and sign the agreement concerning city services.

Location: 744 Lee Road 008 (Cotton Valley Lane).

Reviewed by: Chris Poff, Planner

Discussion: The applicant is requesting to annex approximately 3.39 acres into the city limits.

Annexation Priority: **Low**

Current Zoning: The property is currently outside of the city limits. Upon annexation, the property will receive the Rural (R) district designation.

Surrounding Zoning/Use:

Direction	Zoning District	Land Use
North	Rural	Single-Family Detached
South	Outside of City Limits	Undeveloped
East	Outside of City Limits	Undeveloped
West	Outside of City Limits	Undeveloped

Property Description: The subject property is comprised of one tax parcel totaling 3.39 acres. The parcel is Lot 2-B of the Dawson Farm Plat No. 1 Subdivision. The property is undeveloped.

Previous Action Related to this Site:

2023	Dawson Farm Plat No. 1 Subdivision recorded (AS-2022-040).

Greenway/Greenspace Impact & Bike Plan Facilities: None.

Major Street Plan Impact: None.

Land Use Plan Designation: The Future Land Use Map in the Comprehensive Plan 2030 designates this property as Rural. The Rural land use designation allows single-family detached residential at a density of one (1) dwelling unit per three (3) acres, as well as agricultural and other uses permitted in the Rural zoning district.

Analysis: The following requirements must be fulfilled for a petition to be considered by the Planning Commission:

Ownership: The petitioner must be the owner of the property and must submit an accurate description of the property proposed for annexation.

The owner has provided the deed and legal description for the property to be annexed.

Contiguity: The property to be annexed must be contiguous to the existing corporate boundary of the City of Auburn.

The property is contiguous to the City of Auburn boundary to its north side.

Provision of Services:

GUIDELINES

The following guidelines are used by the Planning Commission in reviewing petitions for annexation (staff comments are in *italics*).

General Location

The property proposed for annexation should be located within the overall area defined as appropriate for annexation in the CompPlan 2030 Optimal Boundary and/or the Lake Ogletree watershed.

The subject property sits right on the edge of the 2030 Optimal Boundary and is located on Cotton Valley Lane (Lee Road 008), which lacks major infrastructure such as City water and sewer. The property is designated as a low priority for annexation.

Minimum Area

If the property for which annexation is being requested is less than three (3) acres in area, consideration should only be given to annexation of the entire parcel.

If the property for which annexation is being requested is more than three (3) acres in area, consideration will be given to annexing a portion of said property. However, neither the portion recommended for annexation, nor the portion remaining unincorporated, should be less than three (3) acres; nor should the annexation of such portion make it unduly difficult for other property owners in the vicinity to achieve the degree of contiguity necessary to make their property eligible for annexation.

The property requested for annexation consists of 3.39 acres. This annexation request includes the entirety of the property.

Public Access

The property for which annexation is being requested should have direct access to a public right-of-way. For this purpose, the term "direct access" means fronting on a dedicated public right-of-way; or having an unrestricted connection to a public right-of-way, capable of providing safe and ready access for public service vehicles, and approved by the Planning Commission.

The property has direct access off of Cotton Valley Lane (Lee Road 008).

Street Improvements

Any streets, or parts thereof, within and/or serving the property for which annexation is being requested will be evaluated by the City Engineer to determine whether or not they conform to current City design and improvement standards. The results of this evaluation will be presented to and considered by the Planning Commission and the City Council.

If any streets do not meet current City standards the petitioner(s) shall be put on notice that at some point in the future the City may require that they be brought up to standard. Bringing streets into conformity may include, as appropriate: the dedication of sufficient land by the petitioners to provide their proportionate share of the right-of-way for any public street; and/or the payment of their proportionate share of any costs of required improvements.

In situations in which scattered lots in a subdivision are annexed but others remain unincorporated, property owners requesting annexation will be advised that no street improvements will be made until all the lots contiguous to one another and forming a street segment appropriate for improvement are annexed.

If the area to be annexed contains public roads which are currently maintained by Lee County, the City will perform no maintenance on or improvements to such roads until such time as an agreement between the City and the County in accordance with Sections 11-49-80 and 11-49-81 of the Code of Alabama, 1975, has been executed.

Lee Countt maintains Lee Road 008. Lee County will continue maintenance of this portion of roadway upon annexation of the subject property.

DEPARTMENTAL COMMENTS/ISSUES

Planning:

a. Description of the neighborhood.

The property is bordered on its north and east sides by single-family residences. The properties to the south and west are undeveloped.

b. Has there been subdivision activity during the past two years for the proposed annexation area?

There has not been any subdivision of this property within the past two years.

c. Logical Corporate Boundary and rating according to the 2030 Optimal Boundary as set forth in CompPlan 2030.

The property is adjacent to the corporate limits of the City of Auburn on its north side. The property is designated as a low priority for annexation.

d. Future land use classification and possible appropriate zoning designations.

The Future Land Use Map in Comprehensive Plan 2030 designates the property as Rural. The appropriate zoning for the property would be Rural (R).

e. Consistency of existing land uses with future land use plan.

The subject property is currently undeveloped.

f. Parks and Recreation Master Plan (impacts to LOS/location of nearest park facility).

The property is three miles southwest of the Auburn Soccer Complex.

g. Elimination of enclaves

Annexation of the property will help to eliminate an enclave.

h. Any additional information deemed necessary at the discretion of the Planning Director.

N/A.

Engineering Services:

a. Staff will examine the proximity of the request to the nearest arterial roadway based on the Major Street Plan.

The nearest Arterial roadway is Lee Road 137 (Wire Road), a county-maintained roadway.

b. Trips Generation Analysis based on proposed use and assumptions made by staff if not known.

In the Rural zoning district, the property could be developed into one single-family home which would generate approximately 10 average daily vehicular trips.

c. Does the proposed annexation have road frontage on a county or state road? If the petition for annexation is on a county road, staff shall discuss the cost of maintenance and potential future expansion.

The property has direct access to Cotton Valley Lane (Lee Road 8), which is a local roadway maintained by Lee County.

d. Are there any drainage issues in this area?

There are no known drainage issues in the area.

e. Apply waiting period for properties subdivided in the Planning Jurisdiction with infrastructure being installed.

There is no annexation waiting period recommended for this development.

Water Resource Management:

a. **Ability to provide services**:

   WRM has no issue with the annexation of this property.

b. **Is the annexation in an area serviced by municipal water and sewer?**
   The City of Auburn does not provide sanitary sewer service to this area. The Water Works Board of the City of Auburn does not provide water service to this area.

c. **Is the annexation in an area budgeted for future expansion?**
   N/A

d. **What are the estimated costs associated with expansion to this area?**
   N/A

e. **Any environmental concerns**:
   N/A

f. **Is the subject property in the Lake Ogletree watershed area? If so, does it meet the minimum lot size for the watershed area?**
   N/A

g. **Is the subject property in the Saugahatchee Creek watershed area?**
   N/A

Public Safety: The Public Safety Department shall provide a statement to address their ability to provide Fire, EMS and Police protection for the proposed annexation.

No Comment.

Environmental Services: Environmental Services shall provide a statement addressing the impacts of the petition on staff's ability to serve the area, including but not limited to personnel, equipment and scheduling.

No Comment.

Auburn City Schools: The City of Auburn Public Schools shall provide a statement addressing the schools ability to accommodate and transport school-aged children from the area in question to the nearest city school.

No Comment

Finance Department*: No Comment.*

RESOLUTION
OF THE
AUBURN PLANNING COMMISSION

Case:	Gaither Annexation (Case AX-2026-013)
Subject:	Recommendation to City Council for annexation of approximately 3.39 acres into the city limits
Location:	744 Lee Rd 008 (Cotton Valley Lane)
Applicant:	Hannah Gaither
Property Zoned:	Outside of the City Limits

-

Commission Action

BE IT RESOLVED by the Planning Commission of the City of Auburn that the request for a recommendation to City Council for annexation of approximately 3.39 acres into the city limits, marked "Received" August 19, 2026, Auburn Planning Commission Case AX-2026-013, is hereby **APPROVED.**

STATE OF ALABAMA
LEE COUNTY

I, Justice Wahid Cotton, Director of Planning for the Auburn Planning Commission, do hereby certify that the above is a true and correct copy of a Resolution duly adopted by the Auburn Planning Commission at its meeting held September 10, 2026, and as same appears of record in the Official Minutes of said Commission.

GIVEN UNDER MY HAND AND OFFICIAL SEAL of the Auburn Planning Commission this the 10th day of September 2026.

Justice Wahid Cotton, AICP, Director of Planning

ORDINANCE NO. _____

AN ORDINANCE ADOPTED PURSUANT TO THE PROVISIONS OF SECTION 11-42-20 ET SEQ OF THE CODE OF ALABAMA, 1975, AS AMENDED, PROVIDING FOR ASSENT BY THE CITY COUNCIL OF THE CITY OF AUBURN TO THE ALTERATION AND REARRANGEMENT OF THE BOUNDARIES OF THE CITY OF AUBURN AND ASSENTING TO THE ANNEXATION OF CERTAIN LANDS INTO THE CITY LIMITS OF THE CITY, IN RESPONSE TO PETITIONS FILED BY PERSONS OWNING ALL THE LAND AREA OF THE LANDS ANNEXED, AND APPROVING SUCH ANNEXATION.

(Gaither Annexation – ANNEXATION AX-2026-013)

WHEREAS, on the 19th day of August 2026, Hannah Gaither, owner of all real property hereinafter described, did file with the City Manager, a petition asking that the said tracts or parcels of land be annexed to and become part of the City of Auburn, Alabama; and

WHEREAS, said petition did contain the signature of all of the owners of the described territory and a map of said property showing its relationship to the corporate limits of the City of Auburn, Alabama; and

WHEREAS, all of the owners of said property have attested that certain municipal services, including busing to and from Auburn City Schools, may not be available to their property at the time of annexation, and that such services will be extended solely at the option of the City of Auburn, Auburn City Schools and/or the Auburn Water Works Board; and

WHEREAS, all of the owners of said property do attest that re-subdivision or development of said annexed territory, beyond the use or intensity evidenced at the adoption of this ordinance, constitutes the utilization of water service provided by the Auburn Water Works Board, only, where accessible in accordance with Auburn Water Works Board policy, as amended from time to time; and

WHEREAS, the governing body did determine that it is in the public interest that said property be annexed to the City of Auburn, Alabama, and it did further determine that all legal requirements for annexing said real property have been met pursuant to Section 11-42-20 through 11-42-24, Code of Alabama 1975, as amended; and

WHEREAS, the governing body has determined that the appropriate zoning designation to be applied to said real property is Rural (R).

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

SECTION 1. The City Council of the City of Auburn, Alabama, finds and declares as the legislative body of the City that it is in the best interest of the citizens of the City, and the citizens of the affected area, to bring the territory described in Section 2 of this Ordinance into the City of Auburn, Alabama.

SECTION 2. The boundary lines of the City of Auburn, Alabama, be, and the same are hereby altered or rearranged so as to include all the territory heretofore encompassed by the corporate limits of the City of Auburn, Alabama, and in addition thereto the following described territory, to-wit: “Lot 2-B as shown on that certain plat entitled Dawson Farm Plat No. 1, prepared by James M. Weese, Registered Surveyor, Alabama, Professional Land Surveyor No. 30010, dated August 30, 2022 and being recorded in Plat Book 47 at Page 193 in the Office of the Judge of Probate, Lee County, Alabama.

This conveyance is made subject to any and all conditions and restrictions of record. This conveyance is also made subject to any and all matters shown on Plat Book 47 at Page 193 and Plat Book 39 and Page 113, both in the Office of the Judge of Probate of Lee County, Alabama."

SECTION 3**.** In the event that a fire tax is being charged against the above-described territory under Section 8, Act No. 89-390 of the State of Alabama, the owners of said territory agree to pay all such costs.

SECTION 4. If in the future it is deemed necessary to improve the right-of-way from which this property takes access, one of the options considered by the City to provide such improvements will be to assess the property owner/owners their proportionate share of the costs of such improvements.

SECTION 5. This Ordinance shall be published as provided by law, and a certified copy of same, together with a certified copy of the petition of the property owners, shall be filed with the Probate Judge of Lee County, Alabama.

SECTION 6. The territory described in this Ordinance shall become a part of the corporate limits of Auburn, Alabama, upon publication of this Ordinance as set forth in Section 5, above.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 15th day of September 2026.

_____
Mayor

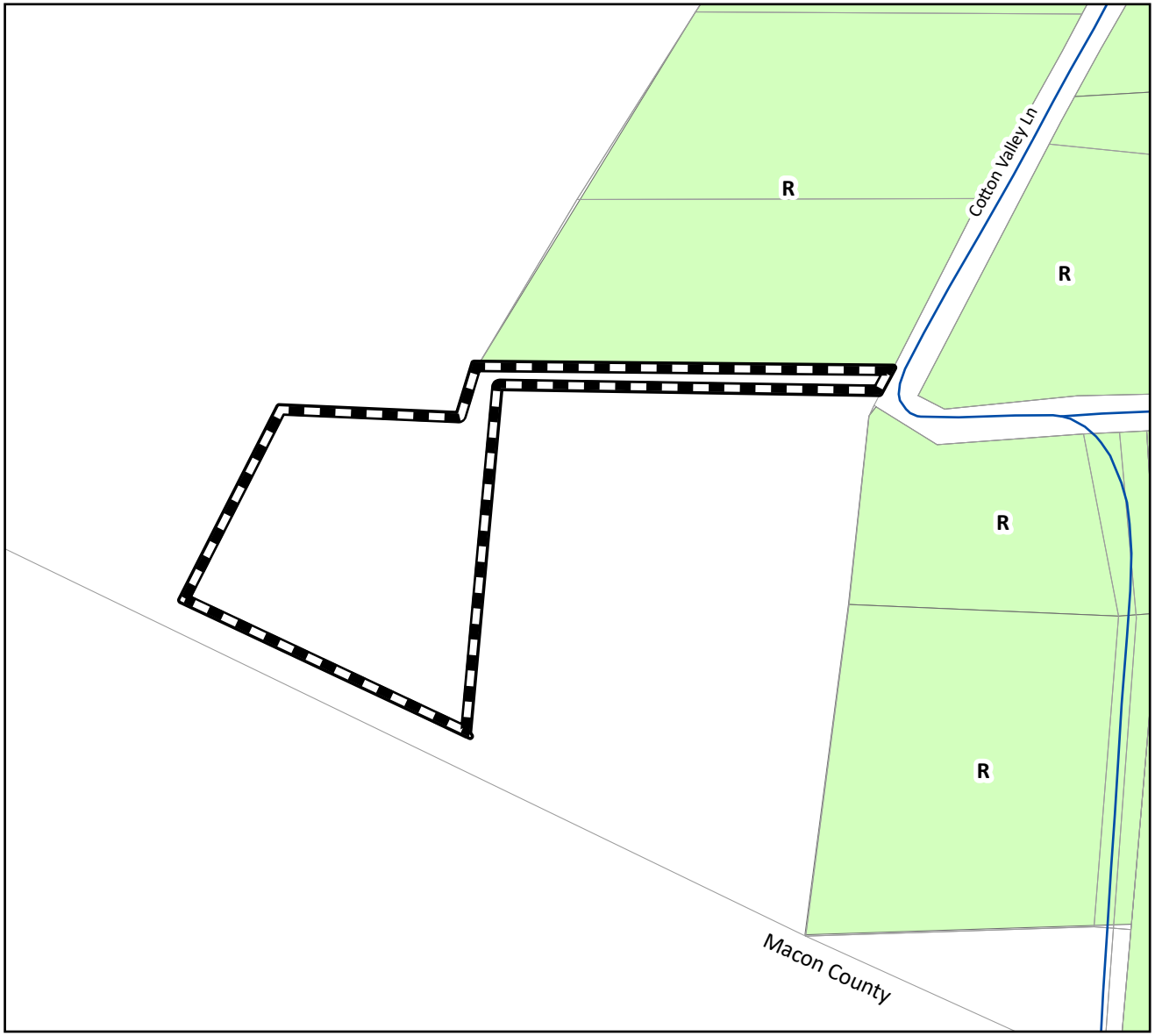
ATTEST:

_____
City Manager

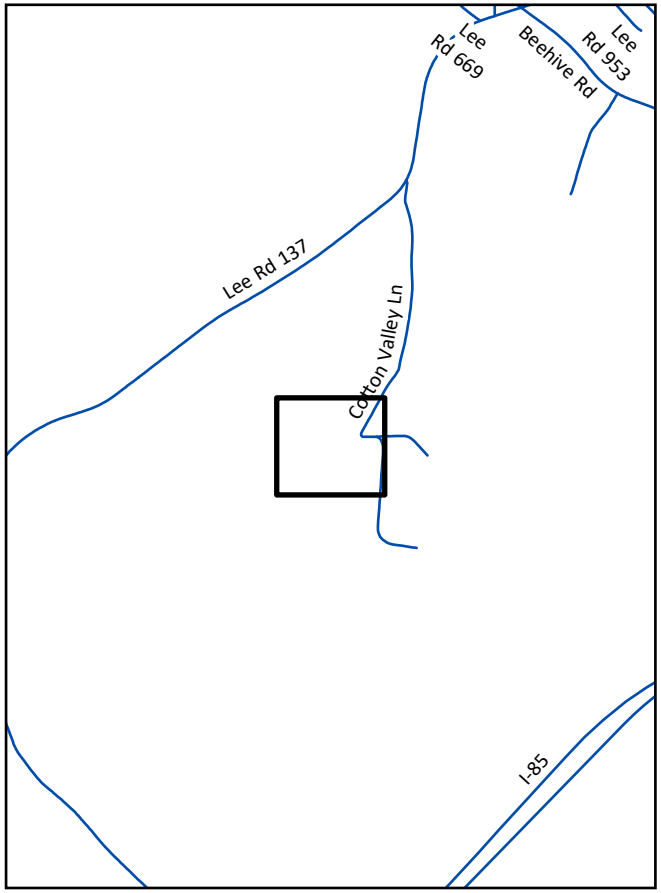
Gaither Annexation

Annexation Request

Case #AX-2026-013



Vicinity Map



The entire Planning Commission packet can be found at www.auburnalabama.org no less than five (5) days prior to the public meeting date. There is a direct link at http://www.auburnalabama.org/pc/

Subject Property

0 90 180 360

Feet

1 inch equals 237 feet

The Planning Commission will consider a request from Hannah Gaither for annexation of approximately 3.39 acres located at 744 Lee Road 008.

N

Planning Dept.

08/27/2026

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.

Copyright © , James M. Weese
All rights reserved. No part of this drawing may be reproduced by photocopying, recording or by any other means, or stored, processed or transmitted in or by any computer or other systems without the prior written permission of the surveyor.
Copies of this plan without an original seal are not valid.

Jim Weese, 717 Cary Dr, Auburn
AL 36830 (334) 332-0150

SOURCES OF INFORMATION:
Deed Book 2488, Page 977
Deed Book 350, Page 447
Survey by Alva Webb dated Feb. 19, 2022
Plat Book 39, Page 113
Plat Book 41, Page 19
Plat Book 30, Page 29
Plat Book 30, Page 51
Plat Book 31, Page 179

Address: Cotton Valley Lane
Tax Parcel ID: #43 19 04 19 0 000 003.000
Tax Parcel ID: #46 04 04 19 0 000 002.000
Owner: Thomas L. Dawson

Zoning: Outside of City Limits/Planning Jurisdiction

Flood Zone: X

Water: Loachapoka
Sewer: n/a

ALABAMA LICENSED PROFESSIONAL LAND SURVEYOR NO. 30010 JAMES M. WEESE

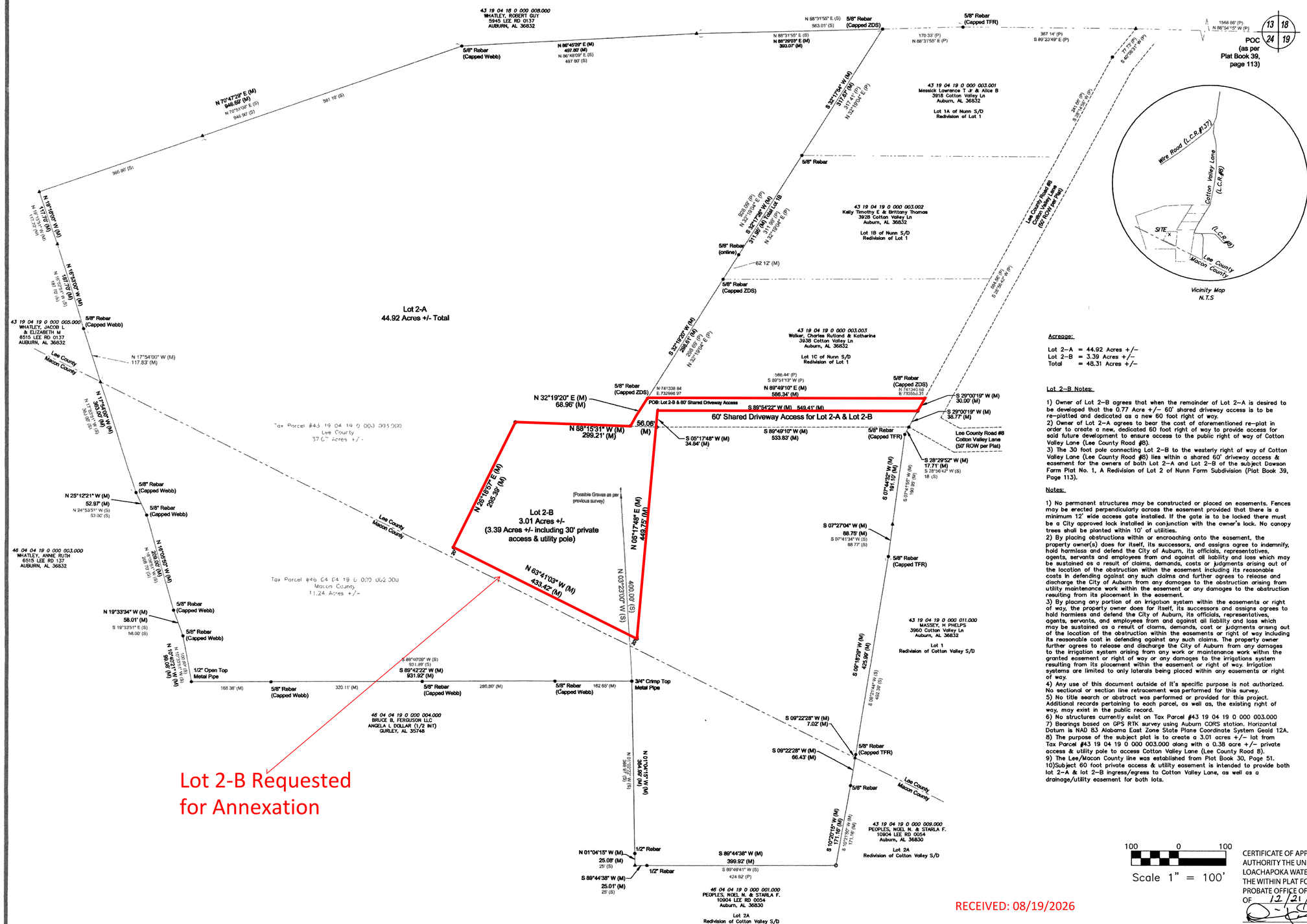
EXHIBIT 1

Dawson Farm Plat No. 1

A Redivision of Lot 2 of Nunn Farm Subdivision
(Plat Book 39, Page 113)

Macon	County	Alabama
Lee	County	Alabama
Sections 18 & 19	T-25-N	R-24-E

Cotton Valley Lane (Lee County Road #008)
Tax Parcel #43 19 04 19 0 000 003.000
Tax Parcel #46 04 04 19 0 000 002.000
August 30, 2022



Lot 2-B Requested for Annexation

Acreage:

Lot 2-A = 44.92 Acres +/-
Lot 2-B = 3.39 Acres +/-
Total = 48.31 Acres +/-

Lot 2-B Notes:

1) Owner of Lot 2-B agrees that when the remainder of Lot 2-A is desired to be developed that the 0.77 Acre +/- 60' shared driveway access is to be re-platted and dedicated as a new 60 foot right of way.
2) Owner of Lot 2-A agrees to bear the cost of aforementioned re-plat in order to create a new, dedicated 60 foot right of way to provide access for said future development to ensure access to the public right of way of Cotton Valley Lane (Lee County Road #8).
3) The 30 foot pole connecting Lot 2-B to the westerly right of way of Cotton Valley Lane (Lee County Road #8) lies within a shared 60' driveway access & easement for the owners of both Lot 2-A and Lot 2-B of the subject Dawson Farm Plat No. 1, A Redivision of Lot 2 of Nunn Farm Subdivision (Plat Book 39, Page 113).

Notes:

1) No permanent structures may be constructed or placed on easements. Fences may be erected perpendicularly across the easement provided that 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 10' of utilities.
2) 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.
3) 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 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.
4) Any use of this document outside of it's specific purpose is not authorized. No sectional or section line retracement was performed for this survey.
5) No title search or abstract was performed or provided for this project. Additional records pertaining to each parcel, as well as, the existing right of way, may exist in the public record.
6) No structures currently exist on Tax Parcel #43 19 04 19 0 000 003.000
7) Bearings based on GPS RTK survey using Auburn CORS station. Horizontal Datum is NAD 83 Alabama East Zone State Plane Coordinate System Geoid 12A.
8) The purpose of the subject plat is to create a 3.01 acres +/- lot from Tax Parcel #43 19 04 19 0 000 003.000 along with a 0.38 acre +/- private access & utility pole to access Cotton Valley Lane (Lee County Road 8).
9) The Lee/Macon County line was established from Plat Book 30, Page 51.
10) Subject 60 foot private access & utility easement is intended to provide both lot 2-A & lot 2-B ingress/egress to Cotton Valley Lane, as well as a drainage/utility easement for both lots.

I, James M. Weese, a registered land surveyor, do hereby state that all parts of this plat 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, subject to easements, rights of way, restrictions ,and reservations of record. this the 30th day of August, 2022.

James M. Weese
AL PLS #30010

I, Thomas L. Dawson, THE OWNER OF THE REAL PROPERTY SURVEYED BY JAMES M. WEESE, DO HEREBY CERTIFY THAT TITLE WAS AND IS VESTED IN SAID OWNERS AND JOIN IN THE FOREGOING STATEMENT MADE BY SAID JAMES M. WEESE, DO HEREBY CERTIFY THAT IT WAS AND IS OUR INTENTION TO DIVIDE SAID LANDS INTO LOTS AS SHOWN BY SAID PLAT.

Thomas L. Dawson 10/20/22
Thomas L. Dawson Date

I, Paula Lewis, A NOTARY PUBLIC IN AND FOR Lee COUNTY, Alabama, HEREBY CERTIFY THAT, Thomas L. Dawson, WHOSE NAME IS SIGNED TO THE CERTIFICATE HEREON AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME THAT, BEING INFORMED OF THE CONTENTS OF SAID CERTIFICATE, SHE EXECUTED THE SAME VOLUNTARILY ON THE DAY SAME BEARS DATE. IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL OF OFFICE ON THIS THE, 18 DAY OF October, 2022.

PAULA W. LEWIS
Notary Public, Alabama State at Large
My Commission Expires 7/21/2026

Paula Lewis
Notary Public
My Commission Expires:

Certificate of Approval by the Lee County Health Department

State of Alabama
Lee County

The lot(s) on this plat are subject to approval or deletion by the Lee County HD. No representation is made that any lot on this plat will accommodate on Onsite Sewage System (OSS). The appropriateness of a lot for wastewater (sewage) treatment and disposal shall be determined when an application is submitted. If permitted, the lot approval may contain certain conditions which restrict the use of the lot or obligate owners to special maintenance and reporting requirements, and these are on file with the said health department and are made a part of this plat as if set out hereon.

This the 20th day of December, 2022.

Health Officer
County of Lee, Alabama

Lee County Engineer

The undersigned as County Engineer of the County of Lee, Alabama, hereby certifies as evidence by certificate and required by state law that the City of Auburn Planning Department and/or Commission approved the within plat for the recording of same in the Probate office of Lee County, Alabama,

this the 21 day of DECEMBER 2022

County Engineer
County of Lee, Alabama

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

Planning Director: Steve Fossett Date: 12/13/22

Approved by the Auburn City Engineer, Auburn, Alabama:

City Engineer: Date: 12-12-22

LEGEND

- EASEMENT / RIGHT OF WAY LINE
- REFERENCE LINE
- COUNTY LINE
- PROPERTY LINE
- Lot 2-B
- IRON PIN FOUND
- CALCULATED POINT
- 1/2" REBAR SET (AL PLS #30010)
- UTILITY POLE
- (P) PLAT BEARING & DISTANCE
- (M) MEASURED BEARING & DISTANCE
- (S) SURVEY BEARING & DISTANCE
- (D) DEED BEARING & DISTANCE
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING

100 0 100
Scale 1" = 100'

CERTIFICATE OF APPROVAL BY THE LOACHAPOKA WATER AUTHORITY THE UNDERSIGNED, AS AUTHORIZED BY THE LOACHAPOKA WATER AUTHORITY, HEREBY APPROVED THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF LEE COUNTY, ALABAMA THIS DAY OF 12/21, 2022.

Loachapoka Water Authority

RECEIVED: 08/19/2026

CASE NO: AX-2026-013

Agenda Item Summary

Item No. 9 b 2

Council Meeting Date	September 15, 2026
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Ordinances

Name and address of person(s) or business(es) this item affects:
East Alabama Area Youth for Christ
Tabitha Vasilas
P.O. Box 1722
Auburn, AL 36831

Description of item under consideration
Youth for Christ Annexation (Case AX-2026-012). Annexation of approximately 0.17 acres located at 1400 North College Street. The request is consistent with the provisions of Resolution 12-111 which outlines the City's annexation policy.

The Planning Commission recommended approval of this request by a vote of 9-0 at its August 13, 2026, meeting. The attached Planning Commission staff report provides a detailed analysis of the annexation request.

Why is Council action needed?
Section 11-42-21 of the Code of Alabama provides that a municipality may approve an ordinance assenting to the requested annexation. 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?: N/A

City of Auburn Planning Commission
Annexation Request
Case AX-2026-012
Youth for Christ

Meeting Date: August 13, 2026

Property Owner(s): Tabitha Vasilas, The East Alabama Area Youth for Christ

Request: Annexation of approximately 0.17 acres of a 1.35 acre property already in the Auburn city limits

According to the City's annexation policy, the petition must meet all requirements for annexation as set forth in Resolution 12-111 adopted June 19, 2012. The policy requires that the property must be contiguous to the existing corporate boundaries of the City of Auburn and that the petitioner must have ownership, must read and sign the agreement concerning city services.

Location: 1400 North College Street

Reviewed by: Reid Bearden, Planner

Discussion: The applicant is requesting to annex approximately 0.17 acres into the city limits. The property meets the eligibility criteria for annexation.

Annexation Priority: **High**

Current Zoning: This portion of the property is currently outside of the city limits. Upon annexation, the property will receive the Rural (R) district designation.

Surrounding Zoning/Use:

Direction	Zoning District	Land Use
North	Outside of City limits	Vacant
South	DDH	Institutional
East	CDD	Commercial
West	LDD/NC-12	Vacant/Single Family Residential

Property Description: The area to be considered for annexation is part of a parcel that was partially incorporated in September of 1968 (Ord. 386). There is currently a billboard on the subject area that would become legally non-conforming should it be annexed.

Previous Action Related to this Site: None.

Greenway/Greenspace Impact & Bike Plan Facilities: There is a proposed greenway running through this property. Upon redevelopment a greenway easement must be dedicated.

Major Street Plan Impact: There are no Major Street Plan impacts associated with this property.

Land Use Plan Designation: The Future Land Use Map in the Comprehensive Plan 2030 designates this property as Master-Planned Mixed-Use. This use category provides for a collaboration of developer, municipality and public when larger tracts of land are proposed for development. Master-planned mixed use developments can include a broad mix of uses which are contextually appropriate and specific to its surrounding area. Development must provide an internal network of streets and incentives are offered for implementing nodal principles.

Analysis: The following requirements must be fulfilled for a petition to be considered by the Planning Commission:

Ownership: The petitioner must be the owner of the property and must submit an accurate description of the property proposed for annexation.

The owner has provided the deed and legal description for the property to be annexed.

Contiguity: The property to be annexed must be contiguous to the existing corporate boundary of the City of Auburn.

The property is contiguous to the City of Auburn boundary on its south and west boundary.

Provision of Services: The applicant has submitted a signed agreement attesting to the fact that some municipal services may not be available to the subject property upon annexation and that the property is subject to all laws of the City of Auburn.

The applicant has signed the petition attesting that all services may not be available at the time of annexation.

GUIDELINES

The following guidelines are used by the Planning Commission in reviewing petitions for annexation (staff comments are in *italics*).

General Location

The property proposed for annexation should be located within the overall area defined as appropriate for annexation in the CompPlan 2030 Optimal Boundary and/or the Lake Ogletree watershed.

The subject property is within the optimal boundary and has an annexation priority designation of high.

Minimum Area

If the property for which annexation is being requested is less than three (3) acres in area, consideration should only be given to annexation of the entire parcel.

If the property for which annexation is being requested is more than three (3) acres in area, consideration will be given to annexing a portion of said property. However, neither the portion recommended for annexation, nor the portion remaining unincorporated, should be less than three (3) acres; nor should the annexation of such portion make it unduly difficult for other property owners in the vicinity to achieve the degree of contiguity necessary to make their property eligible for annexation.

The property requested for annexation consists of approximately .17 acres and is part of a 1.35 acre parcel that was partially incorporated in 1960. Upon annexation the entire parcel would be within the city limits.

Public Access

The property for which annexation is being requested should have direct access to a public right-of-way. For this purpose, the term "direct access" means fronting on a dedicated public right-of-way; or having an unrestricted connection to a public right-of-way, capable of providing safe and ready access for public service vehicles, and approved by the Planning Commission.

The property has direct access on North College Street.

Street Improvements

Any streets, or parts thereof, within and/or serving the property for which annexation is being requested will be evaluated by the City Engineer to determine whether or not they conform to current City design and improvement standards. The results of this evaluation will be presented to and considered by the Planning Commission and the City Council.

If any streets do not meet current City standards the petitioner(s) shall be put on notice that at some point in the future the City may require that they be brought up to standard. Bringing streets into conformity may include, as appropriate: the dedication of sufficient land by the petitioners to provide their proportionate share of the right-of-way for any public street; and/or the payment of their proportionate share of any costs of required improvements.

In situations in which scattered lots in a subdivision are annexed but others remain unincorporated, property owners requesting annexation will be advised that no street improvements will be made until all the lots contiguous to one another and forming a street segment appropriate for improvement are annexed.

If the area to be annexed contains public roads which are currently maintained by Lee County, the City will perform no maintenance on or improvements to such roads until such time as an agreement between the City and the County in accordance with Sections 11-49-80 and 11-49-81 of the Code of Alabama, 1975, has been executed.

North College Street is maintained by the City of Auburn.

DEPARTMENTAL COMMENTS/ISSUES

Planning:

a. Description of the neighborhood.

The subject property is a remnant of September 1968 incorporation. Area in question has a billboard. The remainder of the property contains an approximately 4,000 square foot institutional use, single-family residential to the west and a commercial development to the east.

b. Has there been subdivision activity during the past two years for the proposed annexation area?

No.

c. Logical Corporate Boundary and rating according to the 2030 Optimal Boundary as set forth in CompPlan 2030.

The property is adjacent to the corporate limits of the City of Auburn on its west and south boundary and is within the 2030 Optimal Boundary. The property has a designation for annexation priority of high.

d. Future land use classification and possible appropriate zoning designations.

The Future Land Use Map in Comprehensive Plan 2030 designates the property as Master-Planned Mixed-Use. To meet the intent of the future land use plan, the appropriate zoning for the property would be comprehensive development district (CDD).

e. Consistency of existing land uses with future land use plan.

Currently there is a billboard located on the property. Upon annexation this billboard would become a legal non-conformity.

f. Parks and Recreation Master Plan (impacts to LOS/location of nearest park facility).

The property is approximately 0.5 miles from Hickory Dickory Park.

g. Elimination of enclaves

The annexation of this property will assist in eliminating part of an enclave.

h. Any additional information deemed necessary at the discretion of the Planning Director.

None

Engineering Services:

a. Staff will examine the proximity of the request to the nearest arterial roadway based on the Major Street Plan.

The nearest Arterial roadway is North College Street.

b. Trips Generation Analysis based on proposed use and assumptions made by staff if not known.

The property is approximately 0.2 acres and would be zoned Rural upon annexation. An application has been submitted to rezone the property from Rural to Comprehensive Development District. The property is currently developed as an institutional use. A Traffic Impact Study may be required upon redevelopment.

c. Does the proposed annexation have road frontage on a county or state road? If the petition for annexation is on a county road, staff shall discuss the cost of maintenance and potential future expansion.

The property has direct access to North College Street which is an arterial roadway maintained by City of Auburn.

d. Are there any drainage issues in this area?

There are no known drainage issues in the area. A portion of the property is within the FEMA designated 100-year floodplain.

e. Apply waiting period for properties subdivided in the Planning Jurisdiction with infrastructure being installed.

There is no annexation waiting period recommended for this development.

Water Resource Management:

a. Ability to provide services:

The Water Works Board of the City of Auburn can provide water service to this area.

b. Is the annexation in an area serviced by municipal water and sewer?

The City of Auburn can provide sanitary sewer service to this area.

c. Is the annexation in an area budgeted for future expansion?

Not applicable.

d. What are the estimated costs associated with expansion to this area?

Not applicable.

e. Any environmental concerns:

Not applicable.

f. Is the subject property in the Lake Ogletree watershed area? If so, does it meet the minimum lot size for the watershed area?

Property is located in the Saugahatchee Creek Watershed.

g. Is the subject property in the Saugahatchee Creek watershed area?

Property is located in the Saugahatchee Creek Watershed.

Public Safety: The Public Safety Department shall provide a statement to address their ability to provide Fire, EMS and Police protection for the proposed annexation.

Police: This location is currently served by the City of Auburn Police Department.

Fire: The Auburn Fire Department can serve this property.

Environmental Services: Environmental Services shall provide a statement addressing the impacts of the petition on staff's ability to serve the area, including but not limited to personnel, equipment and scheduling.

Solid Waste Services: *The subject property is near other properties receiving solid waste services. If collection services are provided, the impact on service levels will be minimal.*

Animal Control: The subject property is approximately 9.1 to 9.9 miles from the Environmental Services building. The average response time for animal control to reach this property will be 15 to 16 minutes depending on traffic and road conditions. If an emergency call for animal control is received after-hours, the average response time will be a minimum of 46 minutes.

Auburn City Schools: The City of Auburn Public Schools shall provide a statement addressing the schools ability to accommodate and transport school-aged children from the area in question to the nearest city school.

Auburn City Schools (ACS) acknowledges that the subject property is within the City of Auburn's "optimal boundary," as identified in the City's comprehensive plan, CompPlan 2030. Therefore, ACS has no comment on the subject annexation petition request.

Finance Department: *No comments received.*

RESOLUTION
OF THE
AUBURN PLANNING COMMISSION

Case:	Youth for Christ (Case AX-2026-012)
Subject:	Recommendation to City Council for annexation of approximately .17 acres into the city limits
Location:	1400 North College Street
Applicant:	Tabitha Vasilas, The East Alabama Area Youth for Christ
Property Zoned:	Outside of City Limits

-

Commission Action

BE IT RESOLVED by the Planning Commission of the City of Auburn that the request for a recommendation to City Council to annex approximately .17 acres into the city limits, marked "Received" July 9, 2026, Auburn Planning Commission Case AX-2026-012, is hereby **APPROVED.**

STATE OF ALABAMA
LEE COUNTY

I, Justice Wahid Cotton, Director of Planning for the Auburn Planning Commission, do hereby certify that the above is a true and correct copy of a Resolution duly adopted by the Auburn Planning Commission at its meeting held August 13, 2026, and as same appears of record in the Official Minutes of said Commission.

GIVEN UNDER MY HAND AND OFFICIAL SEAL of the Auburn Planning Commission this the 13th day of August, 2026.

Justice Wahid Cotton, AICP, Director of Planning

ORDINANCE NO. _____

AN ORDINANCE ADOPTED PURSUANT TO THE PROVISIONS OF SECTION 11-42-20 ET SEQ OF THE CODE OF ALABAMA, 1975, AS AMENDED, PROVIDING FOR ASSENT BY THE CITY COUNCIL OF THE CITY OF AUBURN TO THE ALTERATION AND REARRANGEMENT OF THE BOUNDARIES OF THE CITY OF AUBURN AND ASSENTING TO THE ANNEXATION OF CERTAIN LANDS INTO THE CITY LIMITS OF THE CITY, IN RESPONSE TO PETITIONS FILED BY PERSONS OWNING ALL THE LAND AREA OF THE LANDS ANNEXED, AND APPROVING SUCH ANNEXATION.

(Youth For Christ – ANNEXATION AX-2026-012)

WHEREAS, on the 9th day of July, 2026, Tabitha Vasilas, East Alabama Area Youth for Christ, authorized representative of all real property hereinafter described, did file with the City Manager, a petition asking that the said tracts or parcels of land be annexed to and become part of the City of Auburn, Alabama; and

WHEREAS, said petition did contain the signature of all of the owners of the described territory and a map of said property showing its relationship to the corporate limits of the City of Auburn, Alabama; and

WHEREAS, all of the owners of said property have attested that certain municipal services, including busing to and from Auburn City Schools, may not be available to their property at the time of annexation, and that such services will be extended solely at the option of the City of Auburn, Auburn City Schools and/or the Auburn Water Works Board; and

WHEREAS, all of the owners of said property do attest that re-subdivision or development of said annexed territory, beyond the use or intensity evidenced at the adoption of this ordinance, constitutes the utilization of water service provided by the Auburn Water Works Board, only, where accessible in accordance with Auburn Water Works Board policy, as amended from time to time; and

WHEREAS, the governing body did determine that it is in the public interest that said property be annexed to the City of Auburn, Alabama, and it did further determine that all legal requirements for annexing said real property have been met pursuant to Section 11-42-20 through 11-42-24, Code of Alabama 1975, as amended; and

WHEREAS, the governing body has determined that the appropriate zoning designation to be applied to said real property is Rural (R).

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

SECTION 1. The City Council of the City of Auburn, Alabama, finds and declares as the legislative body of the City that it is in the best interest of the citizens of the City, and the citizens of the affected area, to bring the territory described in Section 2 of this Ordinance into the City of Auburn, Alabama.

SECTION 2. The boundary lines of the City of Auburn, Alabama, be, and the same are hereby altered or rearranged so as to include all the territory heretofore encompassed by the corporate limits of the City of Auburn, Alabama, and in addition thereto the following described territory, to-wit:

Commence at the Southwest corner of Section 18, Township 19 North, Range 26 East, N46°41'49"E 3791.98 feet more or less to the Eastern right of way of College Street and the point of beginning; thence leaving mentioned right of way S54°56'44"E 127.49 feet;

thence S70°05'44"E 91.20 feet; thence S88°57'47"W 196.18 feet to the Eastern right of way of College Street; thence along mentioned right of way N03°11"50" 107.99 feet to the point of beginning.

SECTION 3**.** In the event that a fire tax is being charged against the above-described territory under Section 8, Act No. 89-390 of the State of Alabama, the owners of said territory agree to pay all such costs.

SECTION 4. If in the future it is deemed necessary to improve the right-of-way from which this property takes access, one of the options considered by the City to provide such improvements will be to assess the property owner/owners their proportionate share of the costs of such improvements.

SECTION 5. This Ordinance shall be published as provided by law, and a certified copy of same, together with a certified copy of the petition of the property owners, shall be filed with the Probate Judge of Lee County, Alabama.

SECTION 6. The territory described in this Ordinance shall become a part of the corporate limits of Auburn, Alabama, upon publication of this Ordinance as set forth in Section 5, above.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 15th day of September 2026.

_____
Mayor

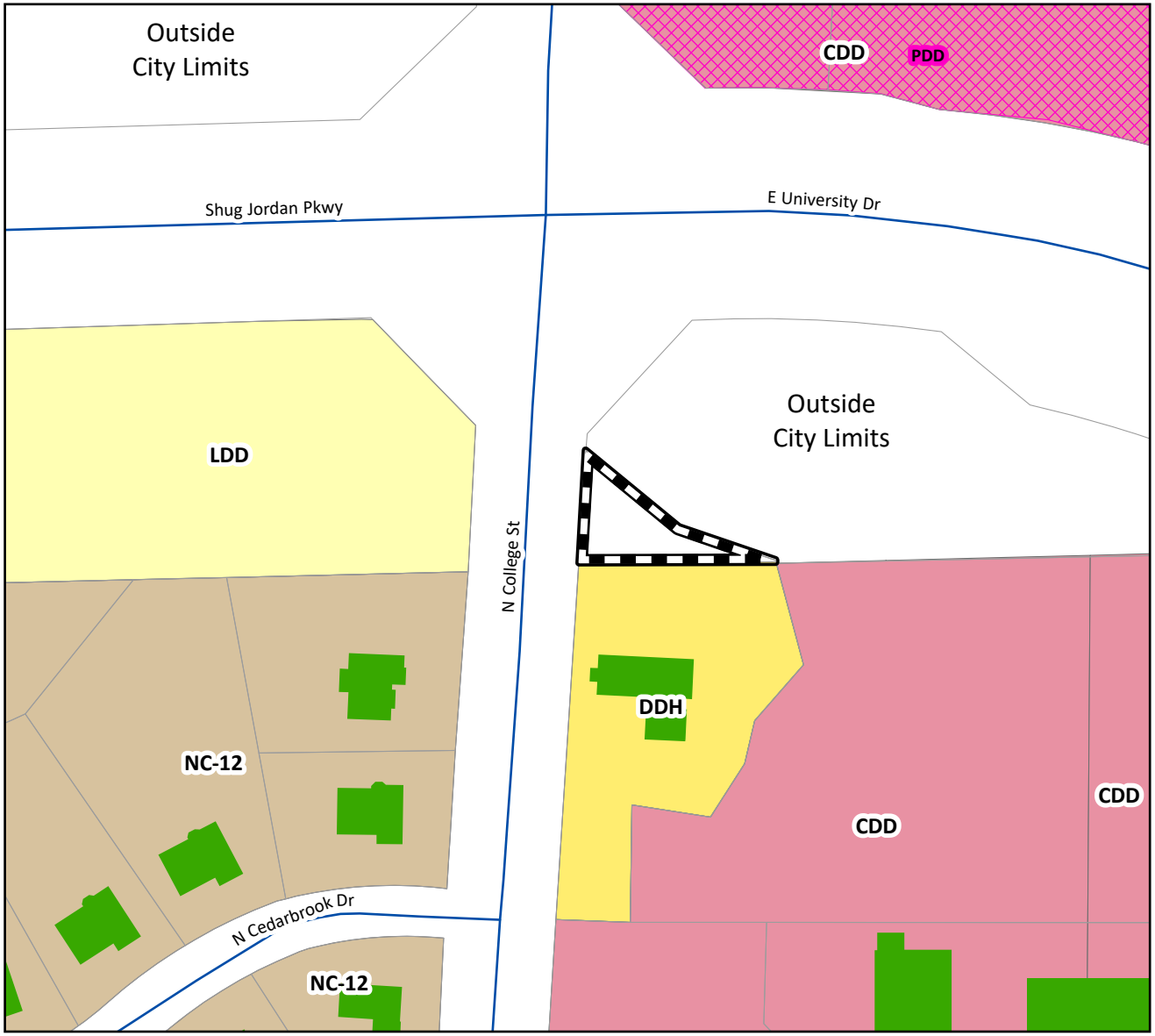
ATTEST:

_____
City Manager

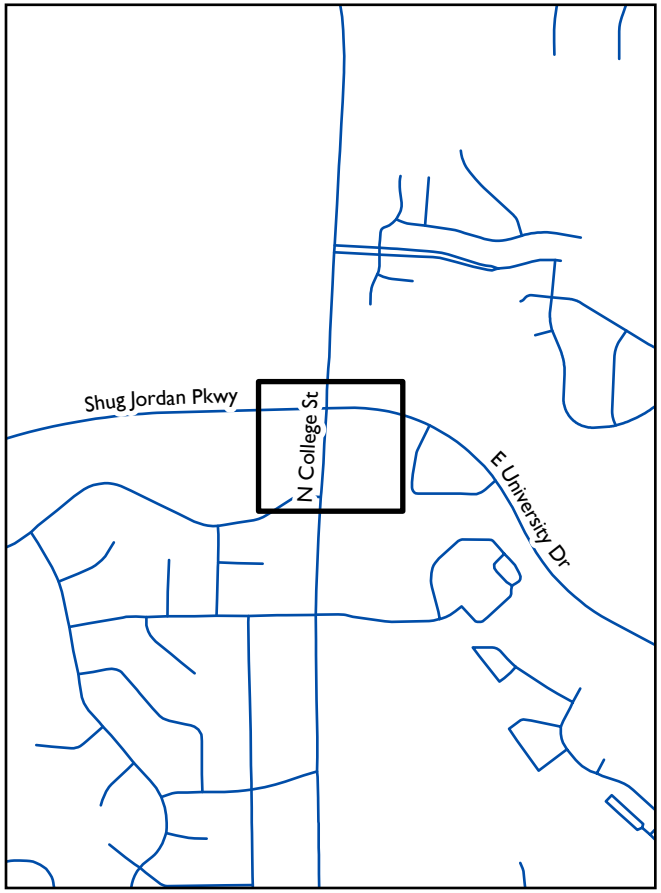
Youth For Christ

Annexation Request

Case #AX-2026-012



Vicinity Map



The entire Planning Commission packet can be found at www.auburnalabama.org no less than five (5) days prior to the public meeting date. There is a direct link at http://www.auburnalabama.org/pc/

Subject Property

0 55 110 220

Feet

1 inch equals 151 feet

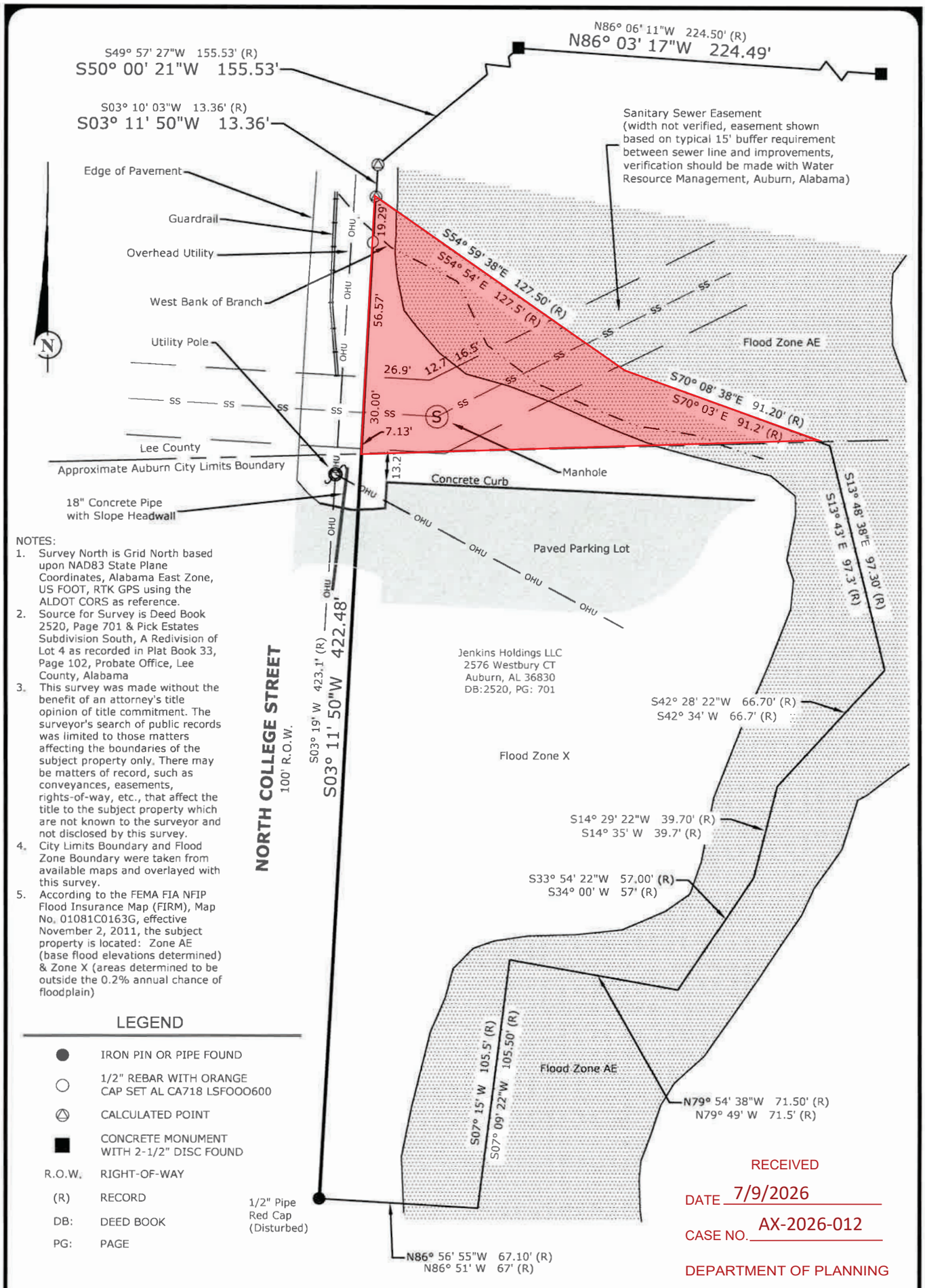
The Planning Commission will consider a request from Tabitha Vasilas, Youth for Christ for annexation of approximately 0.17 acres located at 1400 North College Street.

N

Planning Dept.

08/04/2026

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.



NOTES:

1. Survey North is Grid North based upon NAD83 State Plane Coordinates, Alabama East Zone, US FOOT, RTK GPS using the ALDOT CORS as reference.
2. Source for Survey is Deed Book 2520, Page 701 & Pick Estates Subdivision South, A Redivision of Lot 4 as recorded in Plat Book 33, Page 102, Probate Office, Lee County, Alabama
3. 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.
4. City Limits Boundary and Flood Zone Boundary were taken from available maps and overlayed with this survey.
5. According to the FEMA FIA NFIP Flood Insurance Map (FIRM), Map No. 01081C0163G, effective November 2, 2011, the subject property is located: Zone AE (base flood elevations determined) & Zone X (areas determined to be outside the 0.2% annual chance of floodplain)

LEGEND

●	IRON PIN OR PIPE FOUND
○	1/2" REBAR WITH ORANGE CAP SET AL CA718 LSFOOO600
◬	CALCULATED POINT
■	CONCRETE MONUMENT WITH 2-1/2" DISC FOUND
R.O.W.	RIGHT-OF-WAY
(R)	RECORD
DB:	DEED BOOK
PG:	PAGE

RECEIVED
DATE 7/9/2026
CASE NO. AX-2026-012
DEPARTMENT OF PLANNING

Flood Zone information for this tract was not researched this survey.
There was no attempt in the field to determine the location of or the extent of possible encroachments beneath the surface.
This drawing becomes void if any alterations or changes are made by others.
This document is not valid unless stamped with surveyor's seal.
This drawing may not be altered or added to without permission from Barrett-Simpson INC.

50' 0' 50' 100'
Barscale 1" = 50'

I, Jeffrey 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.

Jeffrey S. Ham, PLS
Alabama License No. 21775 Date: 05/14/18

BOUNDARY SURVEY FOR
NEW SOUTH OUTDOOR LLC
BEING A SECTION 18, TOWNSHIP 19 NORTH, RANGE 26 EAST, LEE COUNTY, ALABAMA

BARRETT-SIMPSON, INC.
Engineers & Land Surveyors
706 12th STREET, PHENIX CITY, AL 36868 (PH 334-297-2423, FAX 334-297-2449) 121 W. BROAD STREET, EUFAULA, AL 36027 (PH 334-687-4257, FAX 334-687-8829) 223 SOUTH 9th STREET, OPELIKA, AL 36801 (PH 334-745-7026, FAX 334-745-4367)

Field Date:	05/14/18
Field By:	JAH/JAS
Draw Date:	05/14/18
Drawn By:	JSH
Reviewed By:	JSH
Scale:	1" = 50'
Revised:	
Revised:	
Project Number:	18-0199

Agenda Item Summary

Item No. 9 c

Council Meeting Date	September 15, 2026
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Ordinances

Public Hearing Required

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

East Alabama Area Youth for Christ
Tabitha Vasilas
P.O. Box 1722
Auburn, AL 36831

Description of item under consideration

Youth for Christ Rezoning (Case RZ-2026-016). Rezoning of approximately 1.35 acres from Rural (R) and Development District Housing (DDH) to Comprehensive Development District (CDD). The subject property is located at 1400 North College Street.

The Planning Commission recommended approval of this request by a vote of 9-0 at its August 13, 2026 meeting. The attached Planning Commission staff report provides a detailed analysis of the rezoning request.

Why is Council action needed?

Section 906.02 of the Zoning Ordinance provides that City Council shall take action to approve or deny rezoning requests.

Is this a budgeted item?: N/A

City of Auburn Planning Commission
Rezoning Request
Case RZ-2026-016
Youth for Christ CDD

Meeting Date: August 13, 2026

Applicant: Tabith Vasilas, The East Alabama Area Youth for Christ

Request: Rezoning of approximately 1.35 acres from Development District Housing (DDH) and Rural (R) to Comprehensive Development District (CDD) zoning district

Zoning Ordinance requires: Upon application, the Planning Commission shall, after giving 15 days' notice, conduct a public hearing on the proposed amendment. The Planning Commission shall consider and make recommendations on all proposed amendments, taking into account: (1) the testimony at the hearing; (2) a site inspection of the property in question; (3) the recommendations from interested official bodies; and (4) the standards for map amendments.

Location: 1400 North College Street

Reviewed by: Reid Bearden, Planner

Discussion: The applicant is requesting to rezone the subject property from Development District Housing (DDH) and Rural (R) zoning district to Comprehensive Development District (CDD) zoning district.

Current Zoning: Development District Housing (DDH) & Rural (R) (Pending AX-2026-012)

Surrounding Zoning/Use:

Direction	Zoning District	Land Use
North	Outside City Limits	Vacant
South	CDD	Undeveloped
East	CDD	Storage Facility
West	NC-12/LDD	Single-Family Residential

Property Description: The property is located near the intersection of North College Street and East University Drive and is approximately 1.35 acres. A portion of the subject property (approximately 1.18 acres) was incorporated into the city via zoning map amendment on September 17, 1968 (Ord. 386). The other portion is the subject property of the annexation case AX-2026-012.

Prior Action Related to this Site:

September 1968	The subject property was included in the September 17, 1968 zoning map amendment (Ord. 386).
May 2018	The Planning Commission and City Council denied the rezoning request to rezone to Comprehensive Development District (CDD) (PL-2018-00228).

Greenway/Greenspace Impact & Bike Plan Facilities: There is a proposed greenway running through this property. Upon redevelopment a greenway easement must be dedicated.

Major Street Plan Impact: None.

Land Use Plan Designation: The Future Land Use Map in the Comprehensive Plan 2030 designates this property as Master-Planned Mixed-Use. This use category provides for a collaboration of developer, municipality and public when larger tracts of land are proposed for development. Master-planned mixed use developments can include a broad mix of uses which are contextually appropriate and specific to its surrounding area. Development must provide an internal network of streets and incentives are offered for implementing nodal principles.

Analysis: The applicant is requesting to rezone the subject property from Development District Housing (DDH) and Rural (R) to Comprehensive Development District (CDD). The majority of the property was incorporated in 1968, leaving approximately 0.17 acres outside the city limits (AX-2026-012). Upon the approval of AX-2026-012, that portion of the parcel would be zoned Rural making the entire parcel split zoned. There is no proposed development accompanying this rezoning request.

The future land use plan designates this property as Master-Planned Mixed-Use. The request for the CDD zoning district is in line with the Master-Planned Mixed-Use designation in terms of what is allowable within Table 4-1. DDH and Rural zoning districts would inhibit the property from meeting the intent of the Council approved Future Land Use Plan.

General Staff Comments:

Planning:

None

Engineering:

1. *Upon development/redevelopment of the property, a traffic study may be required to assess impacts to the surrounding infrastructure. Additionally, access on N. College Street may need to be reconfigured.*
2. *Floodplain covers a significant portion of the site, which may limit the extents of future development.*

WRM:

1. *The City of Auburn can provide sanitary sewer service to this area.*
2. *The Water Works Board of the City of Auburn can provide water service to this area.*
3. *Property is located in the Saugahatchee Creek Watershed*
4. *WRM has no issue with this rezoning*

RESOLUTION
OF THE
AUBURN PLANNING COMMISSION

Case:	Youth for Christ (Case RZ-2026-016)
Subject:	Recommendation to City Council to rezone approximately 1.35 acres from Development District Housing (DDH) and Rural (R) to Comprehensive Development District (CDD).
Location:	1400 North College Street
Applicant:	Tabitha Vasilas, East Alabama Area Youth for Christ
Property Zoned:	Development District Housing (DDH) & Rural (R)

-

Commission Action

BE IT RESOLVED by the Planning Commission of the City of Auburn that the request for a recommendation to City Council to rezone approximately 1.35 acres from Development District Housing (DDH) and Rural (R) to Comprehensive Development District (CDD), marked "Received" July 9, 2026, Auburn Planning Commission Case RZ-2026-016, is hereby **APPROVED.**

STATE OF ALABAMA
LEE COUNTY

I, Justice Wahid Cotton, Director of Planning for the Auburn Planning Commission, do hereby certify that the above is a true and correct copy of a Resolution duly adopted by the Auburn Planning Commission at its meeting held August 13, 2026, and as same appears of record in the Official Minutes of said Commission.

GIVEN UNDER MY HAND AND OFFICIAL SEAL of the Auburn Planning Commission this the 13th day of August 2026.

Justice Wahid Cotton, AICP, Director of Planning

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND ORDINANCE NO. 1883 OF THE CITY OF AUBURN, DATED DECEMBER 21, 1999, AS AMENDED, TO REZONE APPROXIMATELY 1.35 ACRES LOCATED AT 1400 NORTH COLLEGE STREET FROM RURAL (R) AND DEVELOPMENT DISTRICT HOUSING (DDH) TO COMPREHENSIVE DEVELOPMENT DISTRICT (CDD).

BE IT ORDAINED by the City Council of the City of Auburn, Alabama, as follows:

SECTION 1. That Ordinance No. 1883 of the City of Auburn, Alabama dated December 21, 1999, as amended by subsequent amendments is further amended in the following respect:

FROM THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 19 NORTH, RANGE 26 E, AUBURN, LEE COUNTY, ALABAMA, GO THENCE NORTH 48 DEGREES 46 MINUTES EAST 166.4 FEET TO A POINT ON THE EAST MARGIN OF NORTH COLLEGE STREET AND THE CENTER LINE OF A STREAM SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE HERE DESCRIBED. FROM SAID POINT OF BEGINNING, GO THENCE ALONG THE CENTER LINE OF SAID STREAM AS FOLLOWS: SOUTH 54 DEGREES 54 MINUTES EAST 127.5 FEET THENCE SOUTH 70 DEGREES 03 MINUTES EAST 91.2 FEET; THENCE SOUTH 13 DEGREES 43 MINUTES EAST 97.3 FEET FOR A POINT; THENCE SOUTH 42 DEGREES 34 MINUTES WEST 66.7 FEET; THENCE SOUTH 13 DEGREES 35 MINUTES WEST 39.7 FEET; THENCE SOUTH 34 DEGREES 00 MINUTES WEST 57 FEET; THENCE NORTH 79 DEGREES 49 MINUTES WEST 71.5 FEET; THENCE SOUTH 7 DEGREES 15 MINUTES WEST 105.5 FEET FOR A POINT; THENCE LEAVING THE STREAM GO NORTH 86 DEGREES 51 MINUTES WEST 67 FEET TO THE EAST MARGIN OF NORTH COLLEGE STREET; THENCE GO NORTH 3 DEGREES 19 MINUTES EAST ALONG THE EAST MARGIN OF NORTH COLLEGE STREET 423.1 FEET TO THE POINT OF BEGINNING. SAID DESCRIBED PARCEL OF LAND CONTAINS 1.35 ACRES MORE OR LESS, AND AS SHOWN ON THAT CERTAIN SURVEY BY RALPH O. BUSH REGISTER NO. 1447 DATED MARCH 5, 1973, AT A COPY OF WHICH IS MADE PART HEREOF BY REFERENCE.

SECTION 2. If any section or provision of this ordinance be declared invalid or unconstitutional by judgment or decree of a court of competent jurisdiction, such judgment or decree shall not affect any other section or provision of this ordinance.

SECTION 3. This ordinance shall take effect upon its approval by the City Council or upon its otherwise becoming law but shall be published as required by law and codified as part of the Code of Auburn, Alabama.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 15th day of September 2026.

_____
Mayor

ATTEST:

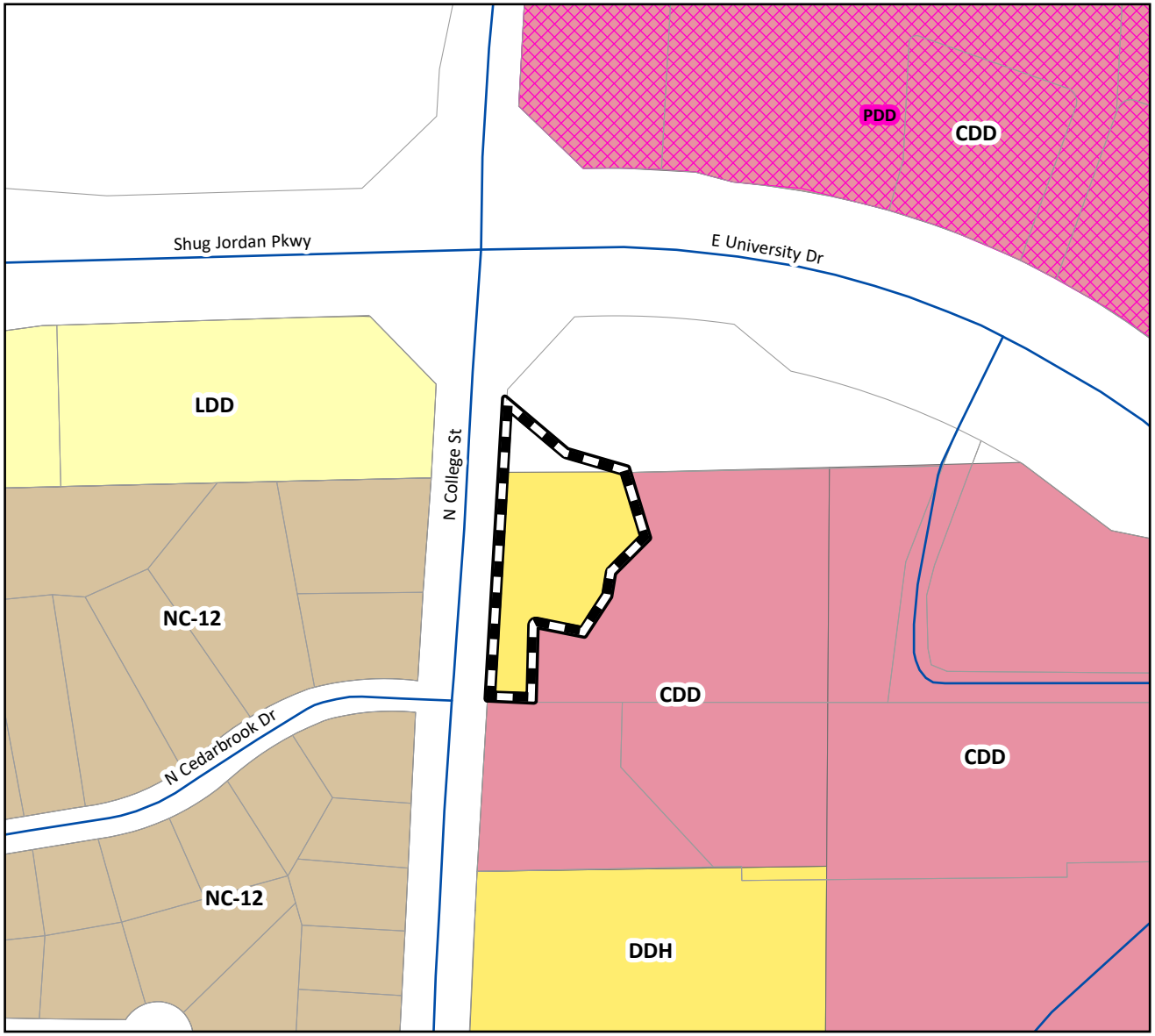
_____
City Manager

Youth For Christ

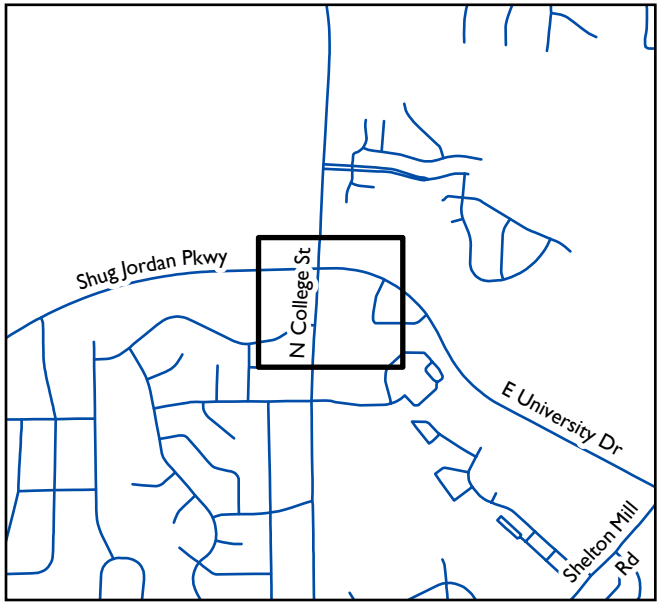
Rezoning Request

Case #RZ-2026-016

AUBURN



Vicinity Map



PUBLIC HEARING NOTICE

The Planning Commission will meet **August 13, 2026** in the Council Chambers at 141 N. Ross St. at **5:00 PM**. Please call **Reid Bearden** with the City of Auburn Planning Department at **(334)501-3040** for additional information.

The entire Planning Commission packet can be found at www.auburnalabama.org no less than five (5) days prior to the public meeting date. There is a direct link at http://www.auburnalabama.org/pc/

Subject Property

0 90 180 360

Feet

1 inch equals 0 feet

The Planning Commission will consider a request to rezone 1.35 acres from Development District Housing (DDH) and Rural (R) (Pending AX-2026-013) to Comprehensive Development District (CDD) zoning district.

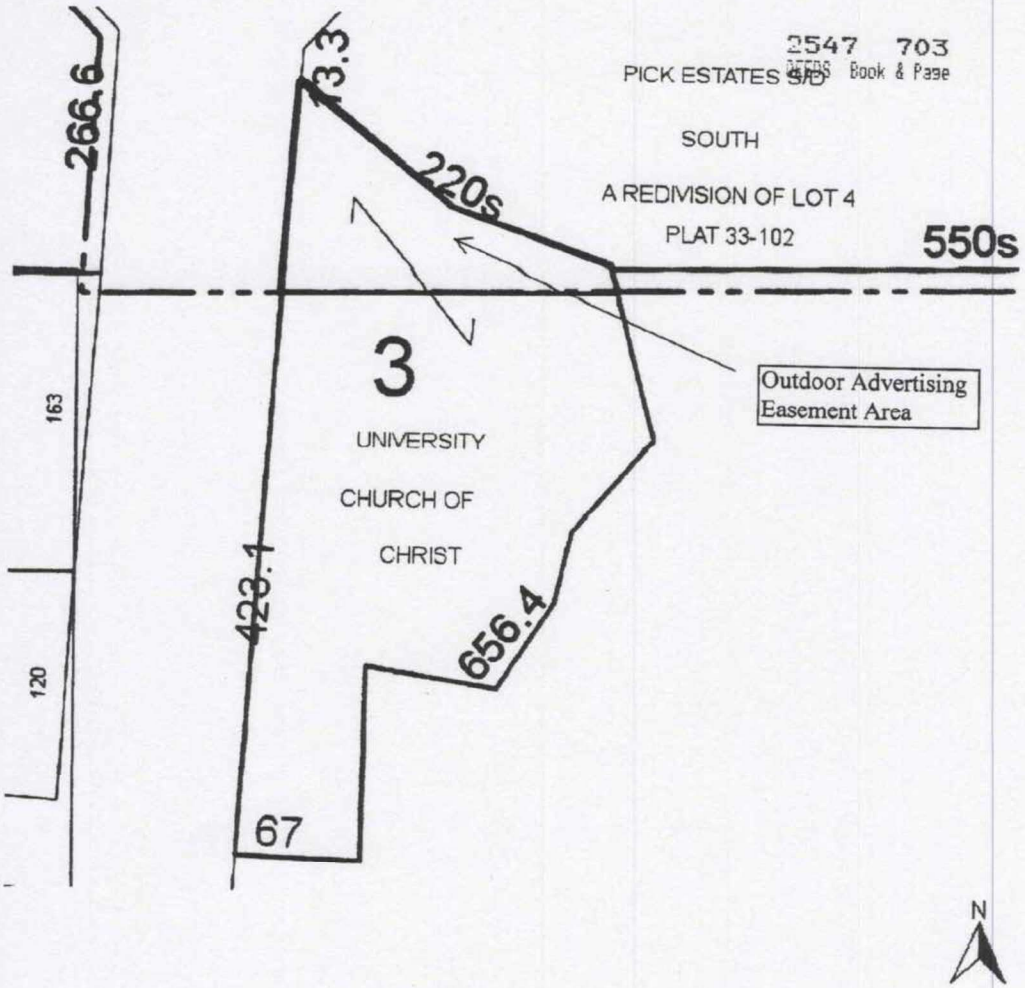
N

Planning Dept.

07/30/2026

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.

EXHIBIT A



RECEIVED

DATE 7/9/2026

CASE NO. RZ-2026-016

DEPARTMENT OF PLANNING

Agenda Item Summary

Item No. 9 d

Council Meeting Date	September 15, 2026
Department	Office of the City Manager
Submitted By	Megan McGowen
Agenda Section	Ordinances

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

Citizens of Auburn

Description of item under consideration
Ordinance declaring a temporary moratorium on the conditional use approval of new lounges within the Urban Core, Urban Neighborhood-East, and Urban Neighborhood-West zoning districts.

There are a significant number of lounges in the downtown area of the City. The specific zoning districts in which these lounges operate are the Urban Core, Urban Neighborhood-East, and Urban Neighborhood-West zones. Information from the Public Safety Department indicates that the proliferation of lounges within the downtown area has a significant impact on the health, safety, and welfare of citizens, as indicated by a disproportionately high number of Public Safety calls for service related to activities in and around lounges within the downtown area as compared to calls for service related to lounges in other parts of the City.

The moratorium would afford the City staff the opportunity to study these issues and to prepare and present potential solutions to the City Council for consideration before additional lounges are submitted for review as a conditional use within these zoning districts.This moratorium would be effective immediately upon passage and publication as required by law and would continue through March 3, 2027, unless terminated or extended by action of the City Council.

It should be noted that if a moratorium is approved, lounges currently operating in the affected zoning districts can continue to operate as they do today during the moratorium period. The moratorium would only prohibit the consideration and approval of new lounges during the moratorium period.

Why is Council action needed?
Council action is required to pass an ordinance if Council determines a temporary moratorium is necessary.

Is this a budgeted item?: N/A

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF AUBURN, ALABAMA, TO PROTECT THE HEALTH, SAFETY AND GENERAL WELFARE OF THE PEOPLE RELATING TO LOUNGES WITHIN THE URBAN CORE, URBAN NEIGHBORHOOD-EAST, AND URBAN NEIGHBORHOOD-WEST ZONES OF THE CITY, DECLARING A MORATORIUM ON APPLICATIONS FOR CONDITIONAL USE APPROVAL OF LOUNGES WITHIN THE URBAN CORE, URBAN NEIGHBORHOOD-EAST, AND URBAN NEIGHBORHOOD-WEST ZONES OF THE CITY.

WHEREAS, the City of Auburn has adopted certain regulations, ordinances, codes, policies, and procedures which regulate the development and approval of various types of commercial projects, including Lounges, within the City, and

WHEREAS, there are a significant number of Lounges in the Urban Core, including the College Edge Overly District, which is a part thereof (hereinafter collectively referred to as "Urban Core"), Urban Neighborhood-East, and Urban Neighborhood-West zones of the City of Auburn; and

WHEREAS, the City of Auburn Zoning Ordinance defines a Lounge as "Any place or premises in which alcoholic beverages of all types may be offered for sale, but does not meet the requirement for a Restaurant or Private Club"; and

WHEREAS, there is data indicating that the proliferation of Lounges within the Urban Neighborhood-East, Urban Neighborhood-South, and Urban Neighborhood-West zones has a significant impact on the health, safety, and welfare of citizens as evidenced by the disproportionately high number of Public Safety calls for service related to activities in and around Lounges within the Urban Core, Urban Neighborhood-East, and Urban Neighborhood-West zones; and

WHEREAS, City staff desire to further study the potential impact of Lounges on the health, safety, and welfare of citizens and to develop recommendations to the City Council for addressing the health, safety, and welfare concerns created by the proliferation of Lounges in the Urban Core, Urban Neighborhood-East, and Urban Neighborhood-West zones of the City; and

WHEREAS, it is necessary for the City Council to temporarily suspend applications for conditional use approval for Lounges within the Urban Core, Urban Neighborhood-East, and Urban Neighborhood-West zones of the City while the recommendations are finalized and specific Zoning Ordinance and/or City Code amendments are considered by the Planning Commission and/or City Council.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Auburn, Alabama, on September 15, 2026 as follows:

Section 1. That in order to protect the public health, safety and welfare, there is hereby declared, effective on the publication date of this ordinance, a moratorium on applications for conditional use approval for Lounges within the Urban Core, Urban Neighborhood-East, and Urban Neighborhood-West zones of the City of the City.

Section 2. That this moratorium shall be effective immediately upon passage and publication as required by law and shall continue through March 3, 2027, unless terminated or extended by action of the City Council.

Section 4. That all laws, regulations and ordinances inconsistent herewith are temporarily suspended or superseded by this ordinance until this ordinance terminates or is revoked or amended by further action.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 15th day of September, 2026.

_____
Mayor

ATTEST:

_____
City Manager

Agenda Item Summary

Item No. 10 a 1

Council Meeting Date	September 15, 2026
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Resolutions

Public Hearing Required

Name and address of person(s) or business(es) this item affects:
Charred Oak Premium Spirits
Krishna Sanghani
1492 Turn Lake Drive
Auburn, AL 36830

Description of item under consideration
Charred Oak Hemp (Case CU-2026-060). Conditional use approval for a retailer of consumable hemp products use (specialty retailer). The subject property is located at 2900 East University Drive, Suites 120 and 125 in the Comprehensive Development District (CDD) zoning district with Planned Development District (PDD) overlay.

The Planning Commission recommended approval of this request by a vote of 9-0 at its September 10, 2026, meeting. The attached Planning Commission staff report provides a detailed analysis of the conditional use request.

Why is Council action needed?
Section 803 of the Zoning Ordinance provides that City Council shall either approve or disapprove the conditional use application.

Is this a budgeted item?: N/A

City of Auburn Planning Commission
Conditional Use
Case CU-2026-060
Charred Oak Hemp

Meeting Date:	September 10, 2026
Applicant:	Krishna Sanghani, Charred Oak Premium Spirits
Request:	Conditional use approval for a retailer of consumable hemp products (specialty retailer)
Zoning Ordinance Requires:	Section 803.02.B of the City of Auburn Zoning Ordinance requires that a public hearing shall be held by the Planning Commission after adjoining property owners have been notified of the public hearing by certified mail and signs announcing the public hearing have been erected on the property in question. Adjoining property owners have been mailed notices regarding the public hearing, and required sign has been properly placed on the property. Section 803.02.E states further that following a public hearing, the City Council shall either approve, or disapprove, the application and shall establish the specific conditions under which the application is approved.
Location:	2900 East University Drive, Suite 120 and 125
Discussion:	In 2025, the Alabama Legislature passed HB445, which authorized the Alabama Alcoholic Beverage Control Board (ABC) to regulate all consumable hemp products by requiring licensure of manufacturers, wholesale distributors, and retailers of those products. Previously, these products were permitted to be sold under the federal Agriculture Improvement Act of 2018 (commonly known as the Farm Bill). HB445 was enacted by the State as a reform in response to the 2018 Farm Bill. HB445 established three different types of consumable hemp product retailers: pharmacies, retail food stores, and specialty retailers of consumable hemp products. HB445 created individual restrictions for each type of retailer with compliance to be enforced by the ABC. Based on their business model, Charred Oak Premium Spirits is classified as a specialty retailer of consumable hemp products. This type of retailer must obtain a Specialty Retailer of Consumable Hemp Products ABC license.
Reviewed by:	Reid Bearden, Planner
Current Zoning:	Comprehensive Development District (CDD) with Planned Development District (PDD) overlay

Surrounding Zoning:

Direction	Zoning	Land Use
North	CDD/PDD	Vacant/Vet Clinic
South	CDD	Storage Facility
East	CC/PDD	Road Service (under construction)
West	CDD/PDD	Fast Food

Property Description: The subject property is a part of the Shoppes at Cary Creek shopping center which is located in the Planned Development District (PDD) by the same name.

Previous Action Related to this Site: None.

Greenway/Greenspace & Bike Plan Facilities Impact: None.

Major Street Plan Impact: None.

Future Land Use Plan Designation: The Future Land Use Map in Comprehensive Plan 2030 designates the future land use for the property as Planned Development. This designation is for existing areas with an approved master development plan.

Analysis:
Conditional Use Purpose and Standards: Section 803.04 of the Auburn Zoning Code regarding General Use Standards for Conditional Uses requires consistency with the following criteria:

A. **The proposed use shall be in harmony with the general purpose, goals, objectives, and standards of this Ordinance, or any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice, by the City.**

   An ABC license has already been established at this location; however, an additional conditional use is required for the location to sell consumable hemp products. Under the most recent update of the zoning ordinance specialty retailer of consumable hemp is allowed conditionally in the Comprehensive Development District (CDD) zoning district.

B. **The proposed use at the proposed location shall not result in a substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvements, public sites or rights-of-way, or other matters affecting the public health, safety, and general welfare; either as they now exist or as they may in the future be developed as a result of the implementation of provisions and policies of this Ordinance, or any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice, by the City or other governmental agency having jurisdiction to guide growth and development.**

   The addition of consumable hemp sales does not increase the intensity of the use and has no substantial or undue adverse effect on adjacent property. Establishment of the specialty retailer of consumable hemp products use subjects the business to greater regulation than what is currently in place

C. **The proposed use will be adequately served by and will not impose an undue burden on any of the improvements, facilities, utilities, and services specified in this subsection. Where any such improvements, facilities, utilities, or services are not available or adequate to service the proposed use in the proposed location, the applicant shall, as part of the application and as a condition to approval of the proposed conditional use permit, be responsible for establishing ability, willingness,**

and bind commitment to provide such improvements, facilities, utilities, and services in sufficient time and in a manner consistent with this Ordinance, and other plans, programs, maps, and ordinances adopted by the City to guide its growth and development. The approval of the conditional use permit shall be conditioned upon such improvements, facilities, utilities, and services being provided and guaranteed by the applicant.

Utilities are available in this area. This development does not pose any undue burden on any public systems. Standard development review and the satisfaction of Engineering, Inspection Services, Planning, and Water Resource Management departments will be required prior to any construction.

D. The Planning Commission may attach recommendations for conditional use approval, additional criteria dealing with bufferyards, parking, lighting, building materials, or any other aspect of site plan approval necessary to mitigate the impact of the proposed conditional use on the surrounding property.

General Staff Comments:

Planning:

None

Engineering:

1. *There are no engineering concerns with this conditional use request.*

Water Resource Management:

1. *WRM has no issues with this conditional use.*

RESOLUTION
OF THE
AUBURN PLANNING COMMISSION

Case:	Charred Oak Hemp (Case CU-2026-060)
Subject:	Recommendation to City Council for conditional use approval for a retailer of consumable hemp products use (specialty retailer)
Location:	2900 East University Drive, Suites 120 and 125
Applicant:	Krishna Sanghani, Charred Oak Premium Spirits
Property Zoned:	Comprehensive Development District (CDD) with Planned Development District (PDD) overlay

-

Commission Action

BE IT RESOLVED by the Planning Commission of the City of Auburn that the request for a recommendation to City Council for conditional use approval for a retailer of consumable hemp products use (specialty retailer), marked "Received" August 18, 2026, Auburn Planning Commission Case CU-2026-060, is hereby **APPROVED.**

STATE OF ALABAMA
LEE COUNTY

I, Justice Wahid Cotton, Director of Planning for the Auburn Planning Commission, do hereby certify that the above is a true and correct copy of a Resolution duly adopted by the Auburn Planning Commission at its meeting held September 10, 2026, and as same appears of record in the Official Minutes of said Commission.

GIVEN UNDER MY HAND AND OFFICIAL SEAL of the Auburn Planning Commission this the 10th day of September 2026.

Justice Wahid Cotton, AICP, Director of Planning

RESOLUTION NO. _____

WHEREAS, the Auburn Planning Commission has held a public hearing, before which the adjoining property owners were notified by certified mail and signs erected on the property in question, announcing the public hearing, in accordance with the regulations given in Article VIII, "Conditional Uses," of the Zoning Ordinance; and

WHEREAS, the Auburn Planning Commission recommends this conditional use request because it is in compliance with all City ordinances and regulations and will have no adverse impacts on the community; and

WHEREAS, the City Council of the City of Auburn has also held a public hearing and found that the request is consistent with the standards set forth for conditional uses in Article VIII of the Zoning Ordinance and that the request will have no adverse impact on the general health, safety, and welfare of the community.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Auburn that the request for conditional use approval for a retailer of consumable hemp products use (specialty retailer) to be located at 2900 East University Drive, Suites 120 and 125, as shown in Planning Commission Resolution CU-2026-060, September 10, 2026, is hereby approved.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 15th day of September 2026.

_____
Mayor

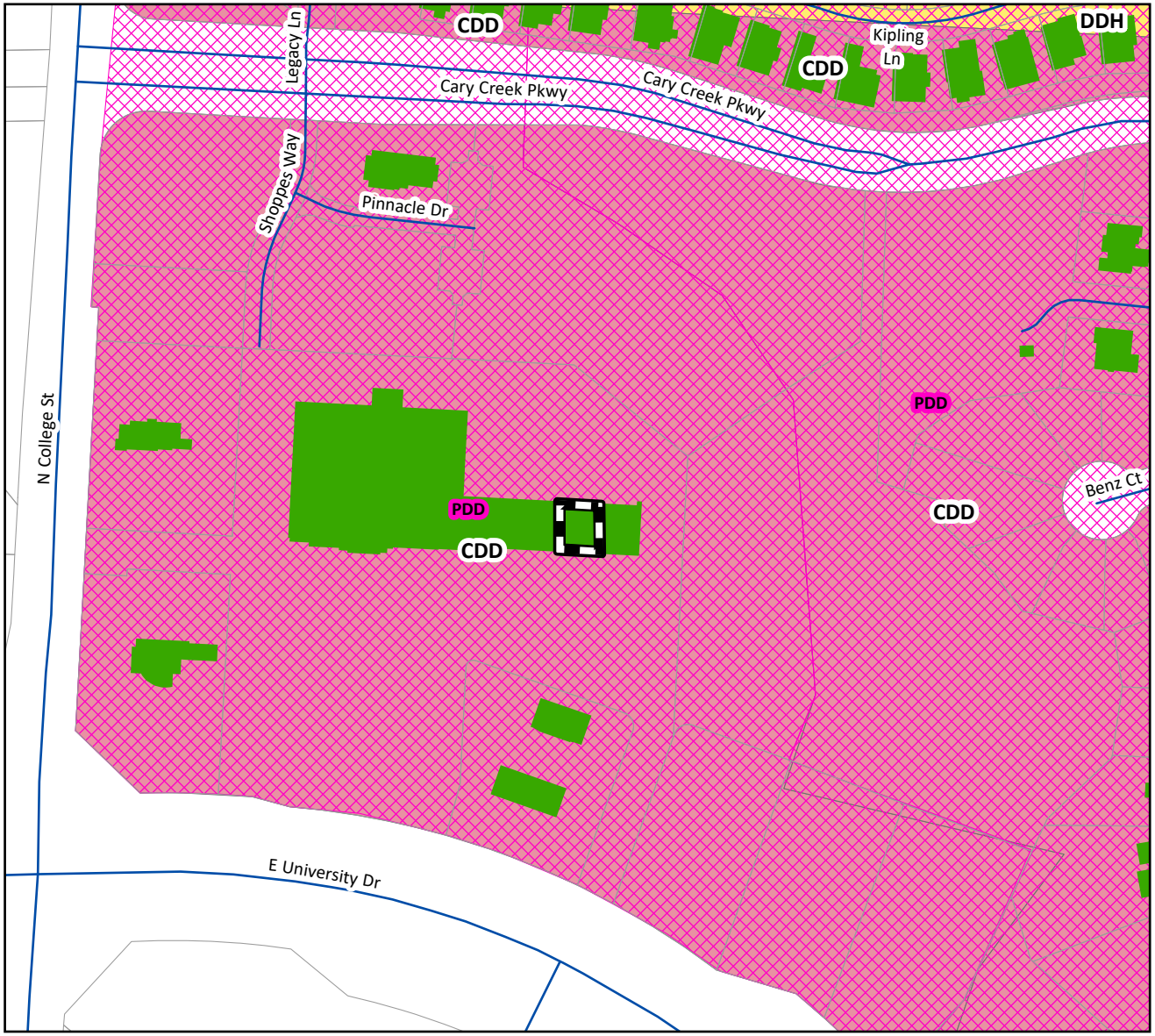
ATTEST:

_____
City Manager

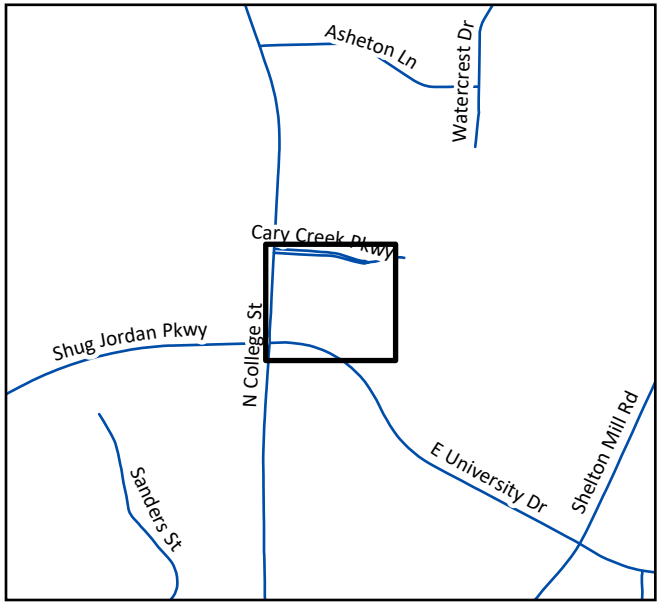
Charred Oak Hemp

Conditional Use Request

Case #CU-2026-060



Vicinity Map



PUBLIC HEARING NOTICE

The Planning Commission will meet **September 10, 2026** in the Council Chambers at 141 N. Ross St. at **5:00 PM**. Please call **Reid Bearden** with the City of Auburn Planning Department at **(334)501-3040** for additional information.

The entire Planning Commission packet can be found at www.auburnalabama.org no less than five (5) days prior to the public meeting date. There is a direct link at http://www.auburnalabama.org/pc/

Subject Property

0 60 120 240

Feet

1 inch equals 473 feet

The applicant is seeking conditional use approval for a retailer of consumable hemp products (specialty retailer) to be located at 2900 East University Drive, Suite 120 & 125 in the Comprehensive Development District (CDD) zoning district with Planned Development District (PDD) overlay.

N

Planning Dept.

09/01/2026

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.

GENERAL NOTES:

1.) ALL PROPOSED NORTHING AND EASTING COORDINATES USED TO SHOW THE GEOMETRIC LAYOUT OF THE PROPOSED PARKING LOT ARE SHOWN AT THE FACE OF CURB. ALL PROPOSED NORTHING AND EASTING COORDINATES USED TO SHOW THE GEOMETRIC LAYOUT OF THE PROPOSED BUILDING LOCATION ARE GIVEN AT THE OUTSIDE FACE OF THE BUILDING CORNERS.

2.) CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES BETWEEN THE EXISTING CONDITIONS IN THE FIELD AND THE SURVEY SHOWN ON THE PLANS BEFORE PROCEEDING WITH ANY NEW CONSTRUCTION.

3.) ALL DIMENSIONS ARE SHOWN AT THE FACE OF BUILDING AND THE FACE OF CURB UNLESS OTHERWISE NOTED. ALL CURB RADII ARE GIVEN AT THE FACE OF CURB.

4.) CONTRACTOR IS RESPONSIBLE FOR CORRECT HORIZONTAL AND VERTICAL ALIGNMENT OF ALL TIES BETWEEN PROPOSED AND EXISTING PAVEMENTS, CURB AND GUTTER, SIDEWALKS, WALLS, AND UTILITIES.

SITE NOTES:

1.) THIS SITE IS ZONED CDD WITH PDD OVERLAY.

2.) SEE ARCHITECTURAL PLANS FOR BUILDING FLOOR PLAN DIMENSIONS, DOOR LOCATIONS, SITE LIGHTING PLAN, AND OTHER ARCHITECTURAL DETAILS.

3.) NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED UNTIL ALL SITE IMPROVEMENTS HAVE BEEN COMPLETED ON THE SITE.

4.) ALL BUFFERS, TREE SAVE AREAS, AND UNDISTURBED AREAS SHALL BE CLEARLY IDENTIFIED BY FLAGGING AND/OR FENCING PRIOR TO COMMENCEMENT OF ANY LAND DISTURBANCE.

5.) NO OUTSIDE STORAGE IS PROPOSED. THIS INCLUDES SUPPLIES, VEHICLE EQUIPMENT, PRODUCTS, ETC.

6.) SIGNS (LOCATION, NUMBER, AND SIZE) ARE NOT APPROVED UNDER THIS DEVELOPMENT PERMIT. A SEPARATE PERMIT IS REQUIRED FOR ON-SITE SIGNAGE.

7.) IN ALL AREAS OF FILL OR OTHERWISE DISTURBANCE OF EXISTING CONDITIONS, UNLESS OTHERWISE NOTED, THE CONTRACTOR SHALL FULLY AND COMPLETELY REMOVE AND LEGALLY DISPOSE OFF-SITE, ALL PLANT MATERIALS INCLUDING BUT NOT LIMITED TO ROOT SYSTEMS, CONCRETE, REINFORCED CONCRETE, ASPHALT DEBRIS, UNDERBRUSH, TOPSOIL, AND OTHER DELETERIOUS MATERIAL THE SUBGRADE TO REMAIN SHALL BE COMPACTED TO 98% STANDARD PROCTOR MAXIMUM DRY DENSITY FOLLOWING FULL REMOVAL OF THESE MATERIALS.

8.) ALL SUBGRADE PREP AND AREAS OF THE SITE TO RECEIVE FILL SHALL BE COMPLETED IN STRICT CONFORMANCE WITH THE RECOMMENDATIONS IN THE REPORT BY THE PROJECT GEOTECHNICAL ENGINEER, PROVIDED BY THE OWNER. THE CONTRACTOR SHALL HAVE THIS REPORT ON THE JOB SITE FOR REFERENCE AT ALL TIMES. THE CONTRACTOR SHALL PROVIDE EARTHWORK OPERATIONS AND CONSTRUCTION PHASE MONITORING TO ENSURE THAT ALL COMPACTION IS COMPLETED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT. THE CONTRACTOR SHALL PROVIDE TESTING REPORTS TO THE OWNER REGARDING COMPACTION TESTING PER THE TESTING PROTOCOL IN THE GEOTECHNICAL REPORT.

9.) ALL EROSION AND SEDIMENT CONTROL AND TREE PROTECTION MEASURES SHALL BE INSTALLED PRIOR TO ANY GRADING.

10.) MAXIMUM CUT OR FILL SLOPE 2H:1V

11.) ALL PAVEMENT MARKING WITHIN THE CITY OF AUBURN AND ALDOT R/W SHALL BE THERMOPLASTIC AND ACCORDING TO ALDOT SPECIFICATIONS.

12.) ALL CONSTRUCTION RELATED PERMITS DURING THE CONSTRUCTION PHASE OF THIS PROJECT ARE THE RESPONSIBILITY OF THE CONTRACTOR.

13.) ALL CONSTRUCTION WITHIN THE NORTH COLLEGE ST. RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH ALDOT SPECIFICATIONS.

14.) CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION AND MAINTENANCE OF EROSION AND SEDIMENTATION CONTROLS DURING CONSTRUCTION FOR PROTECTION OF ADJACENT ROADWAYS.

15.) ALL UTILITIES WITHIN ROADWAY SHALL BE BACKFILLED WITH STONE.

16.) HIGH INTENSITY LIGHTING FACILITIES SHALL BE SO ARRANGED THAT THE SOURCE OF ANY LIGHT IS CONCEALED FROM THE PUBLIC VIEW AND DOES NOT INTERFERE WITH TRAFFIC. (SEE PHOTOMETRICS PLAN IN ARCHITECTURAL PLANS.)

17.) ALL PROPOSED UTILITIES SHALL REQUIRE A SEPARATE PERMIT INCLUDING ANY UTILITY RELOCATIONS.

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	132.37'	1554.76'	4°52'41"	N 45°44'14" W	132.33'
C2	52.21'	1554.76'	1°55'27"	N 49°08'18" W	52.21'
C3	172.31'	1157.64'	8°31'42"	N 57°14'09" W	172.15'
C4	56.96'	1157.64'	2°49'10"	N 62°54'35" W	56.96'
C5	197.56'	1157.64'	9°46'41"	N 69°12'31" W	197.32'
C6	223.78'	1157.64'	11°04'33"	N 79°38'08" W	223.43'
C7	47.69'	1383.24'	1°58'31"	N 85°51'03" W	47.68'
C8	109.81'	1383.24'	4°32'56"	N 89°06'46" W	109.78'
C9	18.57'	10.00'	106°24'43"	N 56°08'30" E	16.02'
C10	31.58'	20.00'	90°28'33"	S 26°24'52" E	28.40'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 75°05'09" W	54.41'
L2	N 02°56'08" E	64.00'
L3	S 02°56'08" W	4.81'

NOTE:
CONTRACTOR TO CONTACT UTILITIES PROTECTION CENTER PRIOR TO ANY EXCAVATION

LEGEND

- HEAVY DUTY ASPHALT
- CONCRETE SIDEWALK
- ALDOT PAVING
- (X) PROPOSED PARKING COUNT
- PROPOSED TRAFFIC SIGN
- PAINTED TRAFFIC ARROWS
- PROPERTY LINE
- SITE DEVELOPMENT BOUNDARY

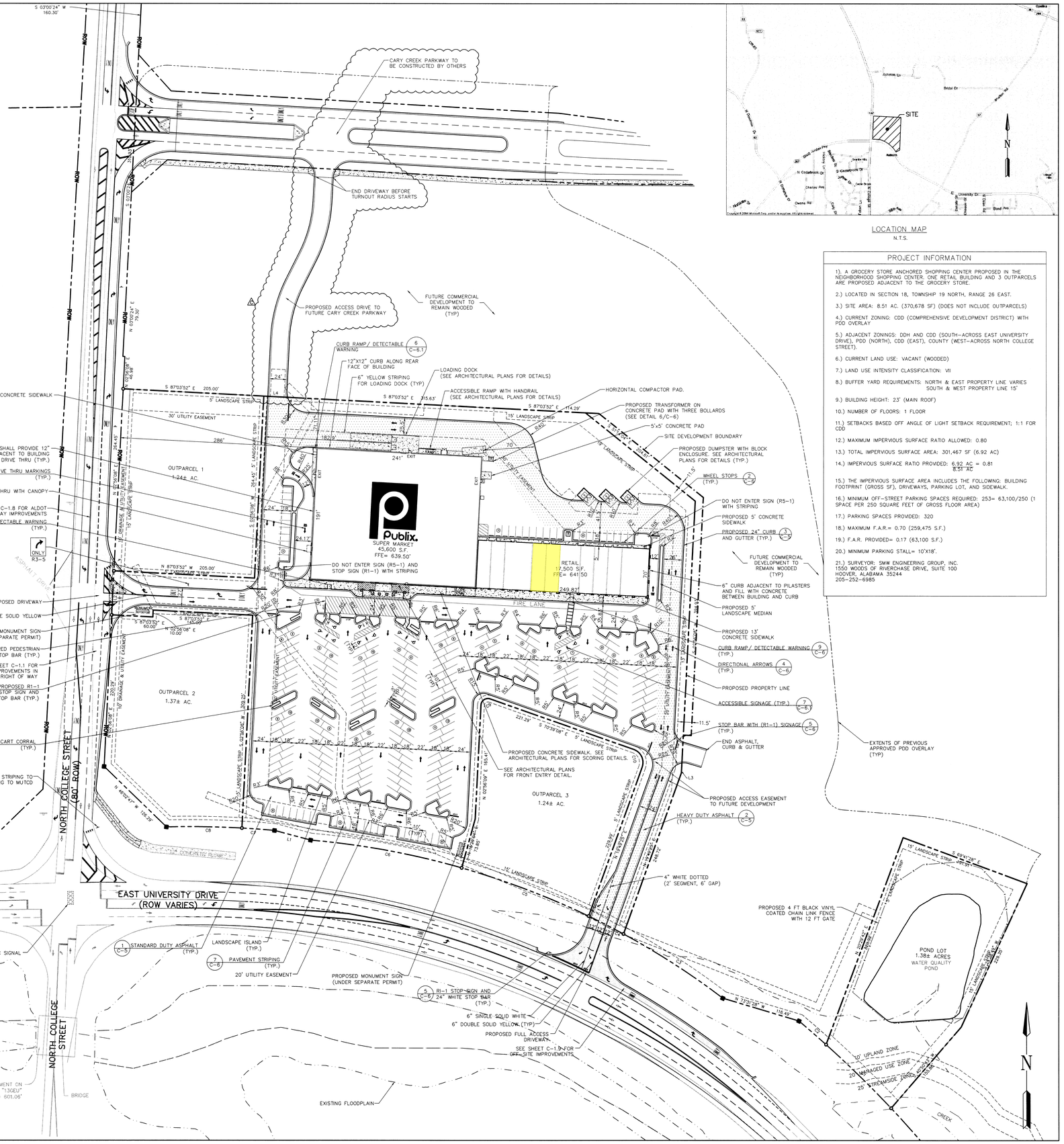
OVERALL SURFACE AREA CALCULATIONS

SHOPPING CENTER PARCEL AREA	8.51 AC.
SHOPPING CENTER DEVELOPMENT AREA	8.65 AC.
PERVIOUS AREA	1.73 AC. (20%)
IMPERVIOUS AREA	6.92 AC. (80%)
OUTPARCEL 1	1.24 AC.
OUTPARCEL 2	1.37 AC.
OUTPARCEL 3	1.24 AC.
POND PARCEL	1.38 AC.
TOTAL SITE AREA	13.74 AC.

PARKING CALCULATIONS

GROCERY STORE	45,600 SF
RETAIL	17,500 SF
TOTAL RETAIL	63,100 SF
GROCERY STORE PARKING PROVIDED	230
GROCERY STORE PARKING REQUIRED	183
RETAIL PARKING PROVIDED	90
RETAIL PARKING REQUIRED	70
TOTAL PARKING PROVIDED	320
TOTAL PARKING REQUIRED	253

Know what's below Call before you dig



LOCATION MAP
N.T.S.

PROJECT INFORMATION

1). A GROCERY STORE ANCHORED SHOPPING CENTER PROPOSED IN THE NEIGHBORHOOD SHOPPING CENTER. ONE RETAIL BUILDING AND 3 OUTPARCELS ARE PROPOSED ADJACENT TO THE GROCERY STORE.

2.) LOCATED IN SECTION 18, TOWNSHIP 19 NORTH, RANGE 26 EAST.

3.) SITE AREA: 8.51 AC. (370,678 SF) (DOES NOT INCLUDE OUTPARCELS)

4.) CURRENT ZONING: CDD (COMPREHENSIVE DEVELOPMENT DISTRICT) WITH PDD OVERLAY

5.) ADJACENT ZONINGS: DDH AND CDD (SOUTH-ACROSS EAST UNIVERSITY DRIVE), PDD (NORTH), CDD (EAST), COUNTY (WEST-ACROSS NORTH COLLEGE STREET).

6.) CURRENT LAND USE: VACANT (WOODED)

7.) LAND USE INTENSITY CLASSIFICATION: VII

8.) BUFFER YARD REQUIREMENTS: NORTH & EAST PROPERTY LINE VARIES
SOUTH & WEST PROPERTY LINE 15'

9.) BUILDING HEIGHT: 23' (MAIN ROOF)

10.) NUMBER OF FLOORS: 1 FLOOR

11.) SETBACKS BASED OFF ANGLE OF LIGHT SETBACK REQUIREMENT; 1:1 FOR CDD

12.) MAXIMUM IMPERVIOUS SURFACE RATIO ALLOWED: 0.80

13.) TOTAL IMPERVIOUS SURFACE AREA: 301,467 SF (6.92 AC)

14.) IMPERVIOUS SURFACE RATIO PROVIDED: 6.92 AC = 0.81
8.51 AC

15.) THE IMPERVIOUS SURFACE AREA INCLUDES THE FOLLOWING: BUILDING FOOTPRINT (GROSS SF), DRIVEWAYS, PARKING LOT, AND SIDEWALK.

16.) MINIMUM OFF-STREET PARKING SPACES REQUIRED: 253= 63,100/250 (1 SPACE PER 250 SQUARE FEET OF GROSS FLOOR AREA)

17.) PARKING SPACES PROVIDED: 320

18.) MAXIMUM F.A.R.= 0.70 (259,475 S.F.)

19.) F.A.R. PROVIDED= 0.17 (63,100 S.F.)

20.) MINIMUM PARKING STALL= 10'X18'.

21.) SURVEYOR: SMW ENGINEERING GROUP, INC.
1550 WOODS OF RIVERCHASE DRIVE, SUITE 100
HOOVER, ALABAMA 35244
205-252-6985

foresite group

Foresite Group, Inc.
2128 Moores Mill Rd.
Suite C
Auburn, AL 36830

o | 334.887.6064
f | 334.887.6024

www.foresitegroupinc.com

SEAL:

ALABAMA LICENSED No. 27783 PROFESSIONAL ENGINEER C. BASQUILL
2/11/11

PROJECT:

THE SHOPPES AT CARY CREEK

LOCATED AT:
SECTION 18, TOWNSHIP 19 N, RANGE 26 E
NORTH COLLEGE & EAST UNIVERSITY DRIVE
LEE COUNTY
AUBURN, ALABAMA

DEVELOPER:

BARCLAY GROUP

BARCLAY GROUP
1123 Overcash Drive Dunedin, Florida 34698
Tel (727) 733-7585 Fax (727) 733-9510
www.barclaygroup.net

CONTACT: MR. JERRY HART

REVISIONS	DATE
1 ISSUED BID SET	12/13/10
2 C.C. ACCESS DRIVE	1/25/11

PROJECT MANAGER:	DAS
DRAWING BY:	JBH
JURISIDICTION:	CITY OF AUBURN
DATE:	10/15/10
TITLE:	

SITE PLAN

SHEET NUMBER: C-1

SCALE: 1" = 60'
60 30 0 60 120
SCALE IN FEET

JOB/FILE NUMBER: 306.001

Agenda Item Summary

Item No. 10 a 2

Council Meeting Date	September 15, 2026
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Resolutions

Public Hearing Required

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

Kadre Engineering, LLC
404-A Opelika Road
Auburn, AL 36830

Dixie Electric Cooperative
9100 Atlanta Highway
Montgomery, AL 36117

Description of item under consideration

Dixie Electric Cooperative (Case CU-2026-059). Conditional use approval for offices and commercial support uses (warehouse and maintenance shop, contractor storage yard, fuel center). The subject property is located at 2901 Beehive Road in the Industrial (I) zoning district.

The Planning Commission recommended approval of this request by a vote of 9-0 at its September 10, 2026, meeting. The attached Planning Commission staff report provides a detailed analysis of the conditional use request.

Why is Council action needed?

Section 803 of the Zoning Ordinance provides that City Council shall either approve or disapprove the conditional use application and shall establish the specific conditions under which the application is approved.

Is this a budgeted item?: N/A

City of Auburn Planning Commission
Conditional Use
Case CU-2026-059
Dixie Electric Cooperative

Meeting Date: September 10, 2026

Applicant: Dixie Electric Cooperative

Request: Conditional use approval for offices and commercial support uses (warehouse and maintenance shop, contractor storage yard, fuel center)

Zoning Ordinance Requires: Section 803.02.B of the City of Auburn Zoning Ordinance requires that a public hearing shall be held by the Planning Commission after adjoining property owners have been notified of the public hearing by certified mail and signs announcing the public hearing have been erected on the property in question.

Adjoining property owners have been mailed notices regarding the public hearing, and required sign has been properly placed on the property.

Section 803.02.E states further that following a public hearing, the City Council shall either approve, or disapprove, the application and shall establish the specific conditions under which the application is approved.

Location: 2901 Beehive Road

Discussion: The applicant is proposing to construct offices and various commercial support uses to accommodate Dixie Electric Cooperative, an electric utility service. The project consists of two office buildings and a multi-use building with a warehouse, maintenance shop, and open-air truck shop. The complex also includes a storage yard, fuel station, and equipment shed.

Reviewed by: Amber English, Planner

Current Zoning: Industrial (I)

Surrounding Zoning/Use:

Direction	Zoning	Land Use
North	Industrial (I)	Commercial Support (Beehive Commercial Park)
South	Rural (R)	Single-family residential (Biltmore Subdivision)
East	Industrial (I)	Vacant
West	Industrial (I)	Industrial / Manufacturing
	Rural (R)	Vacant

Property Description: The subject property is approximately 15.5 acres and is located at the southeast corner of Beehive Road and Biltmore Lane. The property is currently undeveloped. The property has street frontage on Beehive Road to the north and Biltmore Lane to the west, both maintained by the City of Auburn.

Prior Action Related to this Site:

August 17, 1998	The subject property was annexed into the City limits by Ordinance No. 1776 (Case A-05-98).
June 17, 2025	The property was rezoned from Rural (R) to Industrial (I) by Ordinance No. 3541 (Case RZ-2025-010).
December 11, 2025	The subject property was recorded as Lot 1 of Beehive Road, Plat No. 1 (Case AS-2025-085).

Greenway/Greenspace Impact & Bike Plan Facilities: According to the Greenway and Greenspace Master Plan, a proposed bike path is located along Beehive Road at the northern boundary of the site, but there are no proposed greenways contained within the site.

Major Street Plan Impact: None. Beehive Road is classified as an arterial street.

Land Use Plan Designation: The Future Land Use Map in the Comprehensive Plan 2030 designates this property as Industrial. This land use is intended to accommodate existing industrial uses. Future industrial uses will be accommodated through future industrial parks, with locations to be determined. The proposed use of the property aligns with the future land use designation assigned to the property, as well as the intent of the Industrial zoning designation.

Analysis:
Conditional Use Purpose and Standards: Section 803.04 of the Auburn Zoning Code regarding General Use Standards for Conditional Uses requires consistency with the following criteria:

A. The proposed use shall be in harmony with the general purpose, goals, objectives, and standards of this Ordinance, or any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice, by the City.

The applicant is requesting conditional use for offices and several commercial support uses located on approximately 15.5 acres in the Industrial (I) zoning district. The proposed uses appear to be consistent with the intent of the zoning district and the general purpose and goals of the Zoning Ordinance. The uses will align with anticipated neighboring uses and the current future land use designation.

Office uses require one (1) parking space per 250 square feet of gross floor area. Commercial support uses require one (1) parking space per 750 square feet of gross floor area. The site plan shows 94 spaces provided.

B. The proposed use at the proposed location shall not result in a substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvements, public sites or rights-of-way, or other matters affecting the public health, safety, and general welfare; either as they now exist or as they may in the future be developed as a result of the implementation of provisions and policies of this Ordinance, or any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice, by the City or other governmental agency having jurisdiction to guide growth and development.

The property has frontage on Beehive Road and Biltmore Lane. The site plan shows three access locations, two on Beehive Road and one on Biltmore Lane. One of the points on Beehive Road provides access to the parking lot, as does the access location on Biltmore Lane. The other point on Beehive Road provides access to the laydown yard.

For projects in the Industrial zoning district, bufferyards are required only on street frontages and when abutting single-family residences. Biltmore Subdivision, a five-lot conventional residential subdivision, is located immediately south of the subject property. The proposed development will require a 20' buffer on the southern property line. A residential buffer and Type 3 structure are required in this location. The applicant may choose between a 6' masonry wall with a brick or stucco finish (Option A) or a 6' stockade fence with decorative design and/or columns of brick or stone constructed on top of a 2' berm (Option B). Within the residential buffer, 20 tree inches and 35 shrubs shall be planted per 100 linear feet of buffer area.

C. The proposed use will be adequately served by and will not impose an undue burden on any of the improvements, facilities, utilities, and services specified in this subsection. Where any such improvements, facilities, utilities, or services are not available or adequate to service the proposed use in the proposed location, the applicant shall, as part of the application and as a condition to approval of the proposed conditional use permit, be responsible for establishing ability, willingness, and bind commitment to provide such improvements, facilities, utilities, and services in sufficient time and in a manner consistent with this Ordinance, and other plans, programs, maps, and ordinances adopted by the City to guide its growth and development. The approval of the conditional use permit shall be conditioned upon such improvements, facilities, utilities, and services being provided and guaranteed by the applicant.

Sanitary sewer is not directly available to this site without a system expansion. The developer will be responsible for costs associated with the system. Water is available to the site through the Loachapoka Water Authority. Standard development review and the satisfaction of Engineering, Inspection Services, Planning, and Water Resource Management departments will be required prior to any construction.

D. The Planning Commission may attach recommendations for conditional use approval, additional criteria dealing with bufferyards, parking, lighting, building materials, or any other aspect of site plan approval necessary to mitigate the impact of the proposed conditional use on the surrounding property.

There are no staff recommended conditions of approval. Below is information that is shown on the site data table for the submitted site plan titled "Dixie Electric Cooperative."

Proposed Use	*Commercial Support, Contractor Storage Yard, & Fuel Center*
Site Area	*+/- 15.55 ac.*
Planning Jurisdiction	*City of Auburn*
Zoning	*I (Industrial)*
Max Allowed Building Height	*75'*
Front Yard Setback	*10'*
Total Side Yard Setback	*30'*
Rear Yard Setback	*25'*
Proposed Parking	*94*
Impervious Surface Ratio (ISR) - *Max Allowed 1.0* - *Max Proposed 1.0*	
Floor Area Ratio (FAR) - *Max Allowed 0.90* - *Max Proposed 0.90*	

Staff Comments:

Planning:

1. *A formal site plan review will be conducted as part of the city's administrative development review process (DRT).*

Engineering:

1. *An engineering certification has been submitted.*
2. *All primary access should be taken from Biltmore Lane. The western driveway on Beehive Road should be removed. The eastern driveway on Beehive Road should function in a limited capacity (secondary access) with a gate, as proposed during the pre-application meeting.*
3. *During the DRT review, trip data and stacking will need to be analyzed to determine if turn lanes will be needed on Biltmore Lane.*

Water Resource Management:

1. *Sanitary sewer is not directly available to this site without system expansion. Costs associated with the system are the responsibility of the developer.*
2. *The Water Works Board of the City of Auburn does not provide water service to this area.*
3. *Property is located in the Choctafaula Watershed.*

RESOLUTION
OF THE
AUBURN PLANNING COMMISSION

Case:	Dixie Electric Cooperative (Case CU-2026-059)
Subject:	Recommendation to City Council for conditional use approval for offices and commercial support uses (warehouse and maintenance shop, contractor storage yard, fuel center)
Location:	2901 Beehive Road
Applicant:	Dixie Electric Cooperative
Property Zoned:	Industrial (I)

-

Commission Action

BE IT RESOLVED by the Planning Commission of the City of Auburn that the request for a recommendation to City Council for conditional use approval for offices and commercial support uses (warehouse and maintenance shop, contractor storage yard, fuel center), marked "Received" August 18, 2026, Auburn Planning Commission Case CU-2026-059, is hereby **APPROVED.**

STATE OF ALABAMA
LEE COUNTY

I, Justice Wahid Cotton, Director of Planning for the Auburn Planning Commission, do hereby certify that the above is a true and correct copy of a Resolution duly adopted by the Auburn Planning Commission at its meeting held September 10, 2026, and as same appears of record in the Official Minutes of said Commission.

GIVEN UNDER MY HAND AND OFFICIAL SEAL of the Auburn Planning Commission this the 10th day of September 2026.



Justice Wahid Cotton, AICP, Director of Planning

RESOLUTION NO. _____

WHEREAS, the Auburn Planning Commission has held a public hearing, before which the adjoining property owners were notified by certified mail and signs erected on the property in question, announcing the public hearing, in accordance with the regulations given in Article VIII, "Conditional Uses," of the Zoning Ordinance; and

WHEREAS, the Auburn Planning Commission recommends this conditional use request because it is in compliance with all City ordinances and regulations and will have no adverse impacts on the community; and

WHEREAS, the City Council of the City of Auburn has also held a public hearing and found that the request is consistent with the standards set forth for conditional uses in Article VIII of the Zoning Ordinance and that the request will have no adverse impact on the general health, safety, and welfare of the community.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Auburn that the request for conditional use approval for offices and commercial support uses (warehouse and maintenance shop, contractor storage yard, fuel center) to be located at 2901 Beehive Road, as shown in Planning Commission Resolution CU-2026-059, dated September 10, 2026, is hereby approved.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 15th day of September 2026.

_____
Mayor

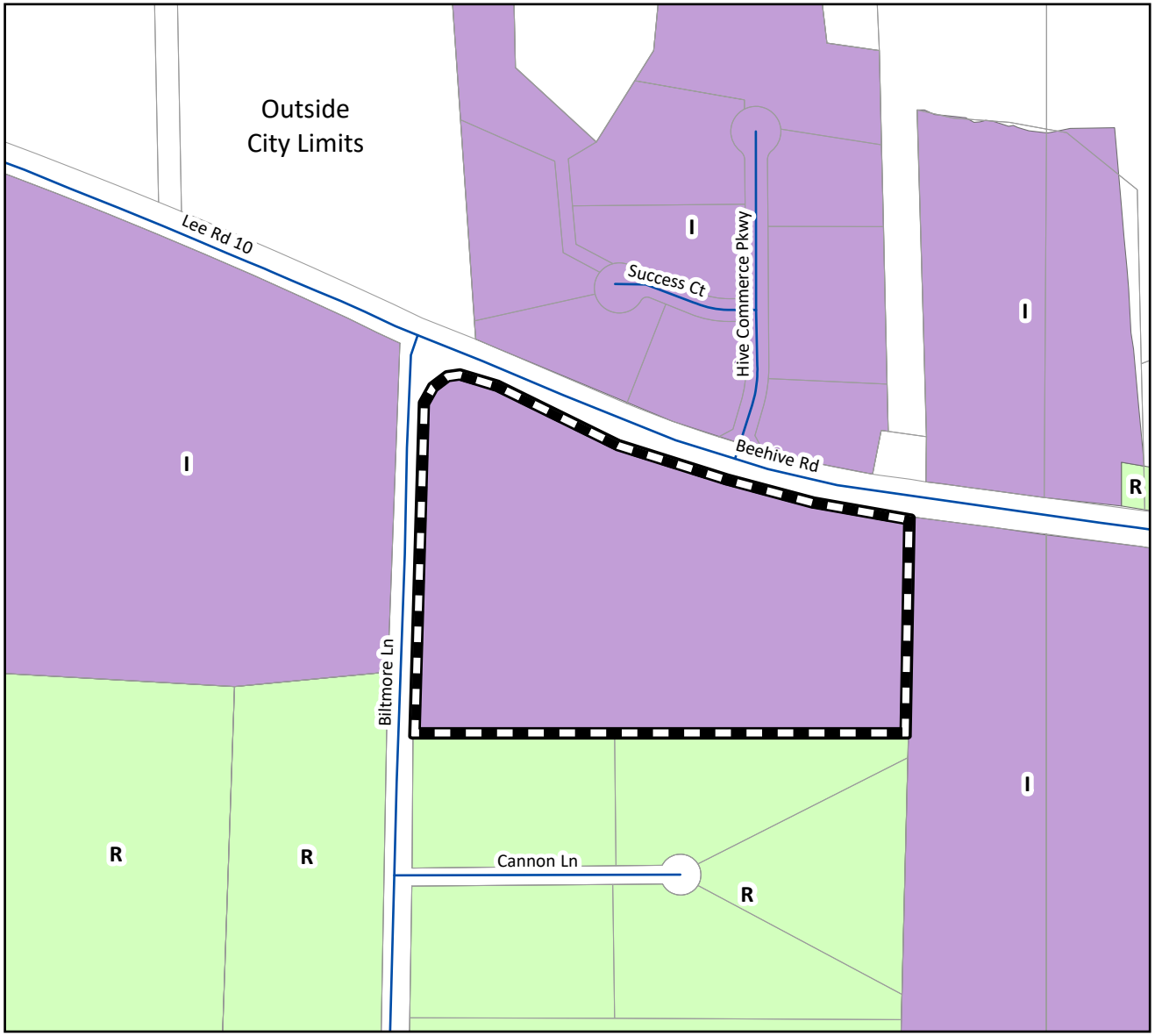
ATTEST:

_____
City Manager

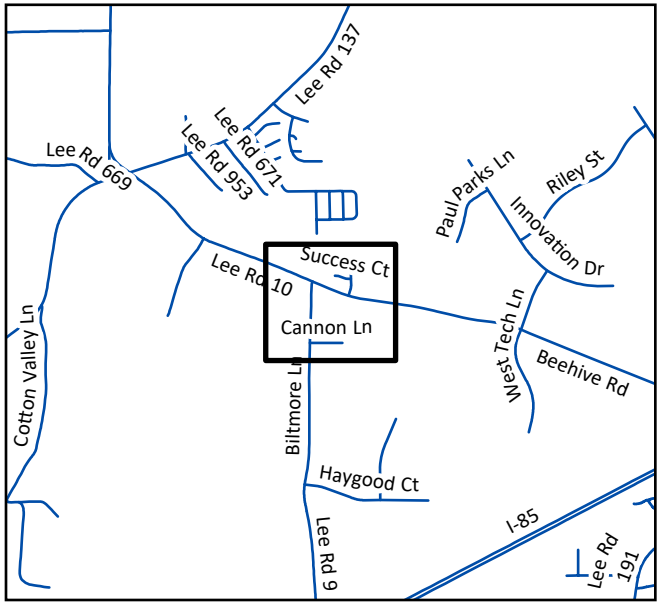
Dixie Electric Cooperative

Conditional Use Request

Case #CU-2026-059



Vicinity Map



PUBLIC HEARING NOTICE

The Planning Commission will meet **September 10, 2026** in the Council Chambers at 141 N. Ross St. at **5:00 PM**. Please call **Amber English** with the City of Auburn Planning Department at **(334)501-3040** for additional information.

The entire Planning Commission packet can be found at www.auburnalabama.org no less than five (5) days prior to the public meeting date. There is a direct link at http://www.auburnalabama.org/pc/

Subject Property

0 95 190 380

Feet

1 inch equals 739 feet

The applicant is seeking conditional use approval for offices and commercial support uses (warehouse and maintenance shop, contractor storage yard, fuel center) to be located at 2901 Beehive Road in the Industrial (I) zoning district.

N

Planning Dept.

09/01/2026

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.

CU-2026-059
Received 8/18/2026

SITE DATA TABLE	
STATE OF ALABAMA CITY OF AUBURN	
PROPOSED USE	COMMERCIAL SUPPORT, CONTRACTOR STORAGE YARD, & FUEL CENTER
SITE AREA:	+/-15.55 AC
PLANNING JURISDICTION	CITY OF AUBURN
ZONING:	I (INDUSTRIAL DISTRICT)
MAX ALLOWED BUILDING HEIGHT	75'
FRONT YARD SETBACK	10'
TOTAL SIDE YARD SETBACK	30'
REAR YARD SETBACK	25'
PROPOSED PARKING	94
IMPERVIOUS SURFACE RATIO (ISR) - MAX ALLOWED: 1.0 - MAX PROPOSED: 1.0	
FLOOR AREA RATIO (FAR) - MAX ALLOWED: 0.90 - MAX PROPOSED: 0.90	

LEGEND

- ASPHALT PAVING
- CONCRETE PAVING
- GRAVEL PAVING
- (10) PARKING COUNT
- SETBACKS

PRELIMINARY NOT FOR CONSTRUCTION

KADRE ENGINEERING
BIRMINGHAM AUBURN ORANGE BEACH

copyright 2026
These drawings and design intent are the sole property of Kadre Engineering, LLC which may not be reproduced without the written permission.

No.	Revision	Date (00/00/00)
-	-	

Dixie Electric Cooperative
Auburn, AL

SHEET TITLE: SITE LAYOUT PLAN

DRAWN BY: LAB
CHECKED BY: CLT
DATE: 08/18/2026
PROJECT NUMBER: 26093
SCALE: AS SHOWN
SHEET NUMBER: C1.0

SCALE: 1"=40'

Agenda Item Summary

Item No. 10 a 3

Council Meeting Date	September 15, 2026
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Resolutions

Public Hearing Required

Name and address of person(s) or business(es) this item affects:
Foresite Group, LLC
2301 Ogletree Village Road, Suite 200
Auburn, AL 36830

Description of item under consideration
Old Stage Road MUD (Case CU-2026-057). Conditional use approval for a performance residential use (24-unit multiple-unit development). The subject property is located at 621 Old Stage Road in the Comprehensive Development District (CDD) zoning district.

The Planning Commission recommended approval of this request by a vote of 9-0 at its September 10, 2026, meeting. The attached Planning Commission staff report provides a detailed analysis of this conditional use request.

Why is Council action needed?
Section 803.02 of the Zoning Ordinance provides that City Council shall either approve or disapprove the conditional use application.

Is this a budgeted item?: N/A

City of Auburn Planning Commission
Conditional Use
Case CU-2026-057
Old Stage Road MUD

Meeting Date: September 10, 2026

Applicant: Brett Basquin, Foresite Group, LLC

Request: Conditional use approval for a performance residential development (multiple unit development)

Zoning Ordinance Requires: Section 803.02.B of the City of Auburn Zoning Ordinance requires that a public hearing shall be held by the Planning Commission after adjoining property owners have been notified of the public hearing by certified mail and signs announcing the public hearing have been erected on the property in question.

Adjoining property owners have been mailed notices regarding the public hearing, and required sign has been properly placed on the property.

Section 803.02.E states further that following a public hearing, the City Council shall either approve, or disapprove, the application and shall establish the specific conditions under which the application is approved.

Location: 621 Old Stage Road

Discussion: The applicant is proposing to construct a 24-unit multiple unit development (MUD) to be located at 555, 617, 635 and 621 Old Stage Road.

Reviewed by: Reid Bearden, Planner

Current Zoning: Comprehensive Development District (CDD)

Surrounding Zoning:

Direction	Zoning	Land Use
North	CRD-U	Railroad/Opelika Road
South	CRD-E	Offices
East	CDD	Multi-Family Residential
West	CDD	Offices

Property Description: The subject properties are comprised of 3 parcels totaling approximately 2.91 acres (126,759 square feet). The parcels contain existing office/warehousing structures proposed for demolition.

Previous Action Related to this Site:

Date	Action
April 2019	Property rezoned from RDD to CDD (Harper Avenue Focus Area Study. PL-2018-00705, PL-2018-00706, PL-2018-00707)

Greenway/Greenspace & Bike Plan Facilities Impact: None.

Major Street Plan Impact: None.

Future Land Use Plan Designation: The Future Land Use Map in Comprehensive Plan 2030 designates the future land use for the properties as Mixed-Use 2. This designation is intended to provide a more urban character to areas near the Urban Core, particularly along major transportation corridors such as Bragg Avenue, Opelika Road and East Glenn Avenue between downtown and Dean Road. The Mixed Use 2 category provides a transition from the downtown to more suburban character areas. Uses are focused on retail and adaptive reuse of existing structures, where possible. Residential uses are permitted in integration with retail uses, albeit at a lower intensity than in the Neighborhood Centers. Mixed uses are permitted both horizontally and vertically, with vertical mixtures to be more appropriate closer to downtown.

Analysis:
Conditional Use Purpose and Standards: Section 803.04 of the Auburn Zoning Code regarding General Use Standards for Conditional Uses requires consistency with the following criteria:

A. **The proposed use shall be in harmony with the general purpose, goals, objectives, and standards of this Ordinance, or any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice, by the City.**

The Comprehensive Development District (CDD) allows a density of 9.50 dwelling units an acre (DU/AC) and an open space ratio of 0.25 for a performance residential development. The applicant is proposing to construct 24 units on 2.91 acres which equates to 8.25 DU/AC, meeting the density requirement. Each unit is proposed to include five (5) bedrooms with 120 bedrooms across the entire development. Because private dormitories and academic detached dwelling units (ADDUs) are not permitted in the CDD zoning district, these units must be market rate. Floor plans will need to be provided and reviewed during the City's administrative review process (DRT) to ensure compliance. 25% open is required for multiple unit developments (0.73 acres), the site plan currently shows approximately 40,000 square feet (0.92 acres) broken up into three separate open space areas. Platted open space is not a requirement for multiple unit developments; however, it must be shown on the site plan.

The setbacks for multiple unit developments in the CDD zoning district are based on the angle of light of 1.0. The applicant is proposing 30-foot structures creating a setback of 30 feet, this is currently shown on the site plan. Bufferyards are dictated by land use intensity and adjoining streets. This particular development, based on the current site plan, has a land use intensity of VIII. The development to the east is the same intensity resulting in no required bufferyard. The development to the west; however, has a land use intensity of VI which results in a bufferyard of 10 feet. The dumpster location will need to be moved or an averaging of the bufferyard will need to occur, as this structure is not allowed to be in the required bufferyard. The drive aisle will need to be shifted in order to accommodate this buffer. There is a required 10-foot buffer on the southern property line which abuts Old Stage Road, and a 15-foot buffer along the railroad. Table 4-7 notes that buffers along railroads shall include additional plantings of 16 tree inches per 100 feet.

This development is subject to the special development standards found in section 408.02 of the City of Auburn Zoning Ordinance. All mechanical equipment must be screened so as to not be visible from any public street, mail kiosks should be in a covered shelter and not be located between the street and the front plane of the first building, and the dumpster must be screened from public view. A mail kiosk is not shown on the site plan and will need to be included in the submission for Development Review. The units facing Old Stage Road shall have functional entrances facing the public street.

B. The proposed use at the proposed location shall not result in a substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvements, public sites or rights-of-way, or other matters affecting the public health, safety, and general welfare; either as they now exist or as they may in the future be developed as a result of the implementation of provisions and policies of this Ordinance, or any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice, by the City or other governmental agency having jurisdiction to guide growth and development.

The proposed development will require the consolidation of three parcels into one lot, this will occur during the DRT process. As mentioned earlier the future land use designation is mixed-use 2. This designation is intended to provide a more urban character while transitioning from downtown to suburban development. This development is not located on a major transportation corridor, therefore the importance of mixed-use development—both horizontal and vertical—is more subdued.

C. The proposed use will be adequately served by and will not impose an undue burden on any of the improvements, facilities, utilities, and services specified in this subsection. Where any such improvements, facilities, utilities, or services are not available or adequate to service the proposed use in the proposed location, the applicant shall, as part of the application and as a condition to approval of the proposed conditional use permit, be responsible for establishing ability, willingness, and bind commitment to provide such improvements, facilities, utilities, and services in sufficient time and in a manner consistent with this Ordinance, and other plans, programs, maps, and ordinances adopted by the City to guide its growth and development. The approval of the conditional use permit shall be conditioned upon such improvements, facilities, utilities, and services being provided and guaranteed by the applicant.

Utilities are available in this area. This development does not pose any undue burden on any public systems. Standard development review and the satisfaction of Engineering, Inspection Services, Planning, and Water Resource Management departments will be required prior to any construction.

D. The Planning Commission may attach recommendations for conditional use approval, additional criteria dealing with bufferyards, parking, lighting, building materials, or any other aspect of site plan approval necessary to mitigate the impact of the proposed conditional use on the surrounding property.

No staff recommend conditions of approval.

General Staff Comments:

Planning:

1. *A formal site plan review will be conducted upon submission of a complete site plan as part of the city's administrative development review process (DRT). Bufferyards, required plantings, and parking will be determined at that time. Standard lighting regulations will address any impacts to neighboring properties.*
2. *A landscape plan is required as part of the DRT submittal.*
3. *The project is subject to special development standards listed in Section 408.02.C. These development standards must be met in addition to any other conditions of approval placed on the conditional use request.*
4. *An administrative subdivision plat approval is required for consolidation of lots.*

5. *Show on the site plan that each building is separated by at least 10 feet.*
6. *Private Dormitory use is prohibited in the CDD zoning district. A review of floorplans shall be required to ensure compliance.*

Development Standards

**What is shown here reflects the current data table on the submitted site plan*
The Impervious Surface Ratio (ISR), Floor Area Ratio (FAR), and building height, are the main determinants of land use intensity and are found in Table 4-4 of the zoning code.

Maximum/ Proposed ISR	Maximum/ Proposed FAR	Land Use Intensity Class	East Buffer	West Buffer	North Buffer	South Buffer
0.75 / 0.60	0.85 / 0.46	VIII	None	10'	15'**	10'

***Requires additional plantings*

Parking Required:
Multiple Unit Developments require one (1) space per bedroom plus one (1) visitor parking space per ten (10) bedrooms within the project:

132 spaces required
134 spaces shown on site plan

With the number of surface parking spaces (38), three (3) landscape islands will be required.

Engineering:

1. *An engineering certification has been submitted.*
2. *There are no engineering concerns with this conditional use request.*

Water Resource Management:

1. *The Water Works Board of the City of Auburn can provide water service to this area.*
2. *Property is located in the Moore's Mill Watershed.*
3. *Water pressures in this area are in the range of 40 PSI. Water service may need to include pumps to boost fire pressure and provide adequate pressures to the upper stories of any buildings constructed in this development. This will be determined and discussed during DRT.*
4. *The City of Auburn can provide sanitary sewer service to this area.*

RESOLUTION
OF THE
AUBURN PLANNING COMMISSION

Case:	Old Stage Road MUD (Case CU-2026-057)
Subject:	Recommendation to City Council for conditional use approval for a performance residential use (24-unit multiple-unit development)
Location:	621 Old Stage Road
Applicant:	Foresite Group, LLC
Property Zoned:	Comprehensive Development District (CDD)

-

Commission Action

BE IT RESOLVED by the Planning Commission of the City of Auburn that the request for a recommendation to City Council for conditional use approval for a performance residential use (multiple-unit development), marked "Received" August 16, 2026, Auburn Planning Commission Case CU-2026-057, is hereby **APPROVED.**

STATE OF ALABAMA
LEE COUNTY

I, Justice Wahid Cotton, Director of Planning for the Auburn Planning Commission, do hereby certify that the above is a true and correct copy of a Resolution duly adopted by the Auburn Planning Commission at its meeting held September 10, 2026, and as same appears of record in the Official Minutes of said Commission.

GIVEN UNDER MY HAND AND OFFICIAL SEAL of the Auburn Planning Commission this the 10th day of September 2026.

Justice Wahid Cotton, AICP, Director of Planning

RESOLUTION NO. _____

WHEREAS, the Auburn Planning Commission has held a public hearing, before which the adjoining property owners were notified by certified mail and signs erected on the property in question, announcing the public hearing, in accordance with the regulations given in Article VIII, "Conditional Uses," of the Zoning Ordinance; and

WHEREAS, the Auburn Planning Commission recommends this conditional use request because it is in compliance with all City ordinances and regulations and will have no adverse impacts on the community; and

WHEREAS, the City Council of the City of Auburn has also held a public hearing and found that the request is consistent with the standards set forth for conditional uses in Article VIII of the Zoning Ordinance and that the request will have no adverse impact on the general health, safety, and welfare of the community.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Auburn that the request for conditional use approval for a performance residential use (24-unit multiple-unit development) to be located at 621 Old Stage Road, as shown in Planning Commission Resolution CU-2026-057, September 10, 2026, is hereby approved.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 15th day of September 2026.

_____
Mayor

ATTEST:

_____
City Manager

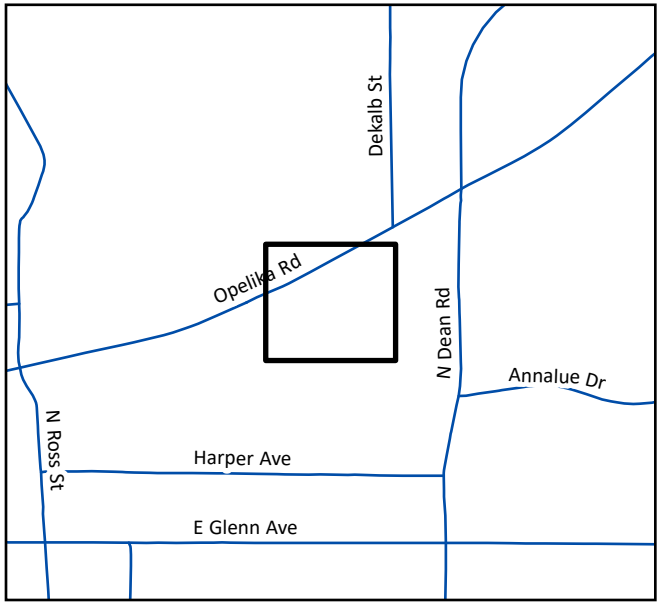
Old Stage Road MUD

Conditional Use Request

Case #CU-2026-057



Vicinity Map



PUBLIC HEARING NOTICE

The Planning Commission will meet **September 10, 2026** in the Council Chambers at 141 N. Ross St. at **5:00 PM**. Please call **Reid Bearden** with the City of Auburn Planning Department at **(334)501-3040** for additional information.

The entire Planning Commission packet can be found at www.auburnalabama.org no less than five (5) days prior to the public meeting date. There is a direct link at http://www.auburnalabama.org/pc/

Subject Property

0 37.5 75 150

Feet

1 inch equals 303 feet

The applicant is seeking conditional use approval for a performance residential development (multiple unit development) to be located at 555, 617, 621, and 635 Old Stage Road in the Comprehensive Development District (CDD) zoning district.

N

Planning Dept.

09/01/2026

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.

SITE DATA		
PROJECT:		MULTI-UNIT DEVELOPMENT WITH ASSOCIATED INFRASTRUCTURE
ZONING:		CDD (COMPREHENSIVE DEVELOPMENT DISTRICT)
ADJACENT ZONING:		CDD (COMPREHENSIVE DEVELOPMENT DISTRICT)
PARCEL IDENTIFICATION NUMBER:		09042030000018000, 09092920001098000, 09092920001099000
TOTAL SITE AREA:		2.91 AC.
PERVIOUS SURFACE AREA:		1.16 AC.
IMPERVIOUS SURFACE AREA:		1.75 AC.
IMPERVIOUS SURFACE RATIO:		1.75 AC.= 0.60
IMPERVIOUS SURFACE RATIO MAXIMUM:		0.75
OPEN SPACE PROVIDED:		0.92 AC. (31.6%)
OPEN SPACE REQUIRED:		25%
LANDSCAPE BUFFER -	FRONT:	10 FT
	SIDE:	5 FT
	REAR:	15 FT
BUILDING SETBACK -	FRONT:	30 FT, 20 FT PORCH
	SIDE:	30 FT
	REAR:	30 FT
BUILDING FLOOR AREA:		58,200 S.F.
FLOOR AREA RATIO MAXIMUM:		85 %
FLOOR AREA RATIO PROPOSED:		46 %
NUMBER OF UNITS:		24 UNITS
NUMBER OF BEDS:		120 BEDS
OVERALL BUILDING EAVE HEIGHT:		30 FT
CLADDING TYPE:		CEMENT SIDING
NUMBER OF FLOORS:		3
PARKING RATIO REQUIRED -		1.1 SPACE / BED
PARKING REQUIRED:		132 SPACES
GARAGE PARKING SPACES PROVIDED:		96 SPACES
PARKING SPACES PROVIDED:		38 SPACES
TOTAL PARKING PROVIDED:		134 SPACES
PROPOSED PARKING STALL:		9'X18'



43 09 09 29 2 001 100.000
J A LETT CONSTRUCTION CO INC
PO BOX 1330
AUBURN, AL 36831

43 09 04 20 3 000 013.000
THE TILLMAN CO
RT 1 BOX 149-A
ALACHUA, FL 32615



LOCATION MAP
N.T.S.

RECEIVED
DATE 8/16/2026
CASE NO. CU-2026-057
DEPARTMENT OF PLANNING

STAGE ROAD

CONDITIONAL USE PLAN

FORESITE group

1" = 20'
20 10 0 20 40
SCALE IN FEET

2127.009 | AUG-13-2026

Agenda Item Summary

Item No. 10 a 4

Council Meeting Date	September 15, 2026
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Resolutions

Public Hearing Required

Name and address of person(s) or business(es) this item affects:
Krishna Sanghani
2328 South College Street, Unit 1
Auburn, AL 36832

Description of item under consideration
Tiger Spirits Hemp (Case CU-2026-058). Conditional use approval for a retailer of consumable hemp products (specialty retailer). The subject property is located at 2328 South College Street in the Comprehensive Development District (CDD) zoning district.

The Planning Commission recommended approval of this request by a vote of 9-0 at its September 10, 2026, meeting. The attached Planning Commission staff report provides a detailed analysis of the conditional use request.

Why is Council action needed?
Section 803 of the Zoning Ordinance provides that City Council shall either approve or disapprove the conditional use application and shall establish the specific conditions under which the application is approved.

Is this a budgeted item?: N/A

City of Auburn Planning Commission
Conditional Use
Case CU-2026-058
Tiger Spirits Hemp – South College

Meeting Date: September 10, 2026

Applicant: Krishna Sanghani

Request: Conditional use approval for a retailer of consumable hemp products (specialty retailer)

Zoning Ordinance Requires: Section 803.02.B of the City of Auburn Zoning Ordinance requires that a public hearing shall be held by the Planning Commission after adjoining property owners have been notified of the public hearing by certified mail and signs announcing the public hearing have been erected on the property in question.

Adjoining property owners have been mailed notices regarding the public hearing, and required sign has been properly placed on the property.

Section 803.02.E states further that following a public hearing, the City Council shall either approve, or disapprove, the application and shall establish the specific conditions under which the application is approved.

Location: 2328 South College Street, Unit 1

Discussion: In 2025, the Alabama Legislature passed HB445, which authorized the Alabama Alcoholic Beverage Control Board (ABC) to regulate all consumable hemp products by requiring licensure of manufacturers, wholesale distributors, and retailers of those products. Previously, these products were permitted to be sold under the federal Agriculture Improvement Act of 2018 (commonly known as the Farm Bill). HB445 was enacted by the State as a reform in response to the 2018 Farm Bill.

HB445 established three different types of consumable hemp product retailers: pharmacies, retail food stores, and specialty retailers of consumable hemp products. HB445 created individual restrictions for each type of retailer with compliance to be enforced by the ABC. Based on their business model, Tiger Spirits Liquor is classified as a specialty retailer of consumable hemp products. This type of retailer must obtain a Specialty Retailer of Consumable Hemp Products ABC license.

Reviewed by: Chris Poff, Planner

Current Zoning: Comprehensive Development District (CDD)

Surrounding Zoning:

Direction	Zoning	Land Use
North	CDD	Retail Goods
South	CDD	Restaurants – Fast Food
East	CDD	Shopping Center
West	CDD	Vacant

Property Description:
The subject property is approximately 2.70 acres with a shopping center located on site. Tiger Spirits is one of the various retail stores.

Previous Action Related to this Site:

Date	Action
December 2, 1996	Land annexed into City of Auburn limits.
2000	Shopping center constructed on property.
2022	Tiger Spirits Liquor and Tobacco located at shopping center

Greenway/Greenspace & Bike Plan Facilities Impact: According to the Auburn Greenspace and Greenways Master Plan, there is a proposed bike path that runs along South College Street.

Major Street Plan Impact: None

Land Use Plan Designation: The property is designated as Gateway Commercial. This designation allows a broad mix of uses (see CDD zone) along existing corridors with emphasis on access management, corridor overlay requirements and quality aesthetics. Multi-family uses are conditional.

Analysis:
Conditional Use Purpose and Standards: Section 803.04 of the Auburn Zoning Code regarding General Use Standards for Conditional Uses requires consistency with the following criteria:

A. The proposed use shall be in harmony with the general purpose, goals, objectives, and standards of this Ordinance, or any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice, by the City.

A liquor store use has established at this location, but the applicant is now seeking a consumable hemp license. New regulations enacted by the City make it necessary for the applicant to obtain conditional use approval. State regulations now makes this use possible. The use is compatible with existing land uses in the vicinity and is appropriate at this location within the CDD zoning district.

B. The proposed use at the proposed location shall not result in a substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvements, public sites or rights-of-way, or other matters affecting the public health, safety, and general welfare; either as they now exist or as they may in the future be developed as a result of the implementation of provisions and policies of this Ordinance, or any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice, by the City or other governmental agency having jurisdiction to guide growth and development.

Tiger Spirits & Tobacco has operated at this location since 2022. Tiger Spirits & Tobacco is located at one of the two corners of the existing shopping center. No undue adverse effect on adjacent property is expected. Establishment of the specialty retailer of consumable hemp products use subjects the business to greater regulation than what is currently in place.

C. The proposed use will be adequately served by and will not impose an undue burden on any of the improvements, facilities, utilities, and services specified in this subsection. Where any such improvements, facilities, utilities, or services are not available or adequate to service the proposed use in the proposed location, the applicant shall, as part of the application and as a condition to approval of the proposed conditional use permit, be responsible for establishing ability, willingness, and bind commitment to provide such improvements, facilities, utilities, and services in sufficient time and in a manner consistent with this Ordinance, and other plans, programs, maps, and ordinances adopted by the City to guide its growth and development. The approval of the conditional use permit shall be conditioned upon such improvements, facilities, utilities, and services being provided and guaranteed by the applicant.

The infrastructure needed to support the use is already in place. Approval of this conditional use request will not increase the current impact on public utilities provided in this area.

D. The Planning Commission may attach recommendations for conditional use approval, additional criteria dealing with bufferyards, parking, lighting, building materials, or any other aspect of site plan approval necessary to mitigate the impact of the proposed conditional use on the surrounding property.

There are no staff recommended conditions of approval. The applicant is required to hold a Specialty Retailer of Consumable Hemp Products license issued by the Alabama Alcoholic Beverage Control Board. Issuance of the ABC license requires the applicant to comply with State regulations.

General Staff Comments: None.

Engineering:

1. *There are no engineering concerns with this conditional use request.*

WRM:

1. *WRM has no issues with this conditional use.*

RESOLUTION
OF THE
AUBURN PLANNING COMMISSION

Case:	Tiger Spirits Hemp (Case CU-2026-058)
Subject:	Recommendation to City Council for conditional use approval for a retailer of consumable hemp products (specialty retailer)
Location:	2328 South College Street, Unit 1
Applicant:	Krishna Sanghani
Property Zoned:	Comprehensive Development District (CDD)

-

Commission Action

BE IT RESOLVED by the Planning Commission of the City of Auburn that the request for a recommendation to City Council for conditional use approval for a retailer of consumable hemp products (specialty retailer), marked "Received" August 19, 2026, Auburn Planning Commission Case CU-2026-058, is hereby **APPROVED.**

STATE OF ALABAMA
LEE COUNTY

I, Justice Wahid Cotton, Director of Planning for the Auburn Planning Commission, do hereby certify that the above is a true and correct copy of a Resolution duly adopted by the Auburn Planning Commission at its meeting held September 10, 2026, and as same appears of record in the Official Minutes of said Commission.

GIVEN UNDER MY HAND AND OFFICIAL SEAL of the Auburn Planning Commission this the 10th day of September 2026.



Justice Wahid Cotton, AICP, Director of Planning

RESOLUTION NO. _____

WHEREAS, the Auburn Planning Commission has held a public hearing, before which the adjoining property owners were notified by certified mail and signs erected on the property in question, announcing the public hearing, in accordance with the regulations given in Article VIII, "Conditional Uses," of the Zoning Ordinance; and

WHEREAS, the Auburn Planning Commission recommends this conditional use request because it is in compliance with all City ordinances and regulations and will have no adverse impacts on the community; and

WHEREAS, the City Council of the City of Auburn has also held a public hearing and found that the request is consistent with the standards set forth for conditional uses in Article VIII of the Zoning Ordinance and that the request will have no adverse impact on the general health, safety, and welfare of the community.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Auburn that the request for conditional use approval for a retailer of consumable hemp products (specialty retailer) to be located at 2328 South College Street, Unit 1 as shown in Planning Commission Resolution CU-2026-058, dated September 10, 2026, is hereby approved.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 15th day of September 2026.

_____
Mayor

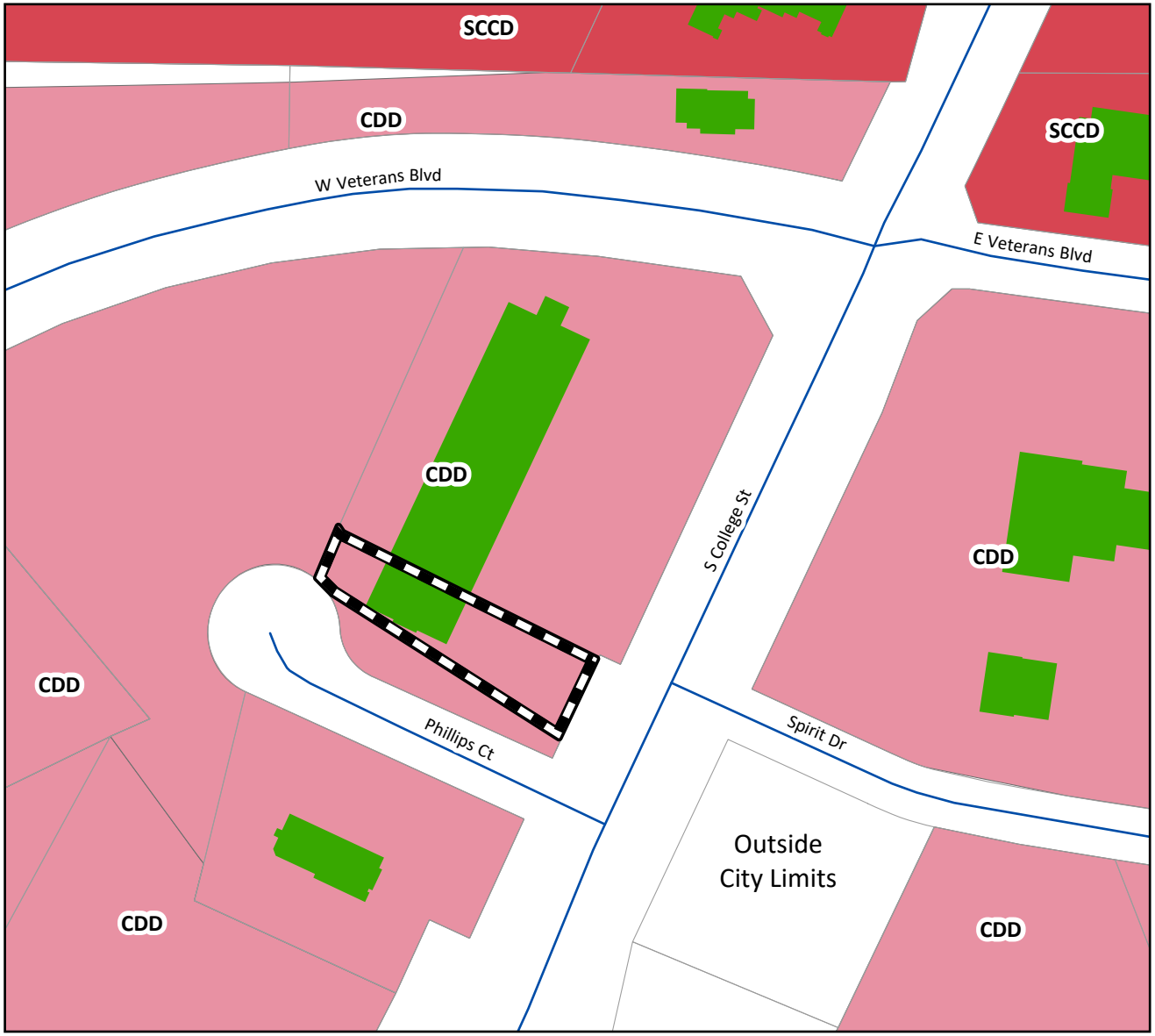
ATTEST:

_____
City Manager

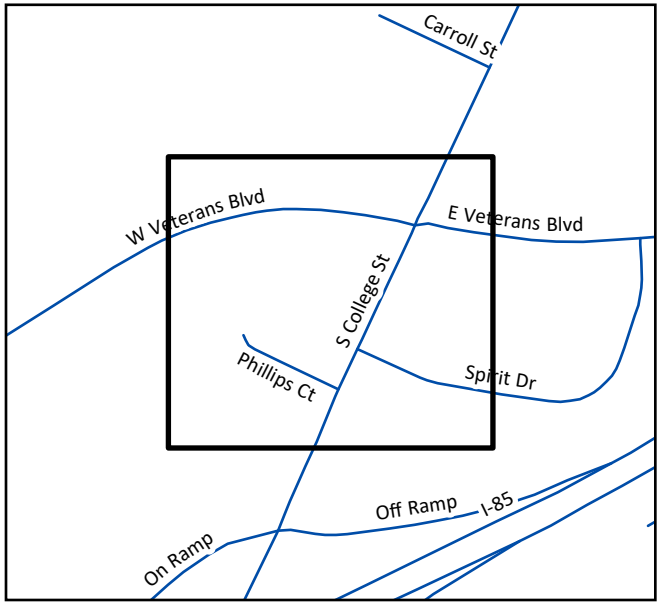
Tiger Spirits Hemp South College

Conditional Use Request

Case #CU-2026-058



Vicinity Map



PUBLIC HEARING NOTICE

The Planning Commission will meet 09/10/2026 in the Council Chambers at 141 N. Ross St. at **5:00 PM**. Please call Chris Poff with the City of Auburn Planning Department at **(334)501-3040** for additional information.

The entire Planning Commission packet can be found at www.auburnalabama.org no less than five (5) days prior to the public meeting date. There is a direct link at http://www.auburnalabama.org/pc/

Subject Property

0 37.5 75 150

Feet

1 inch equals 303 feet

The applicant is seeking conditional use approval for a retailer of consumable hemp products (specialty retailer) to be located at 2328 South College Street in the Comprehensive Development District zoning district.

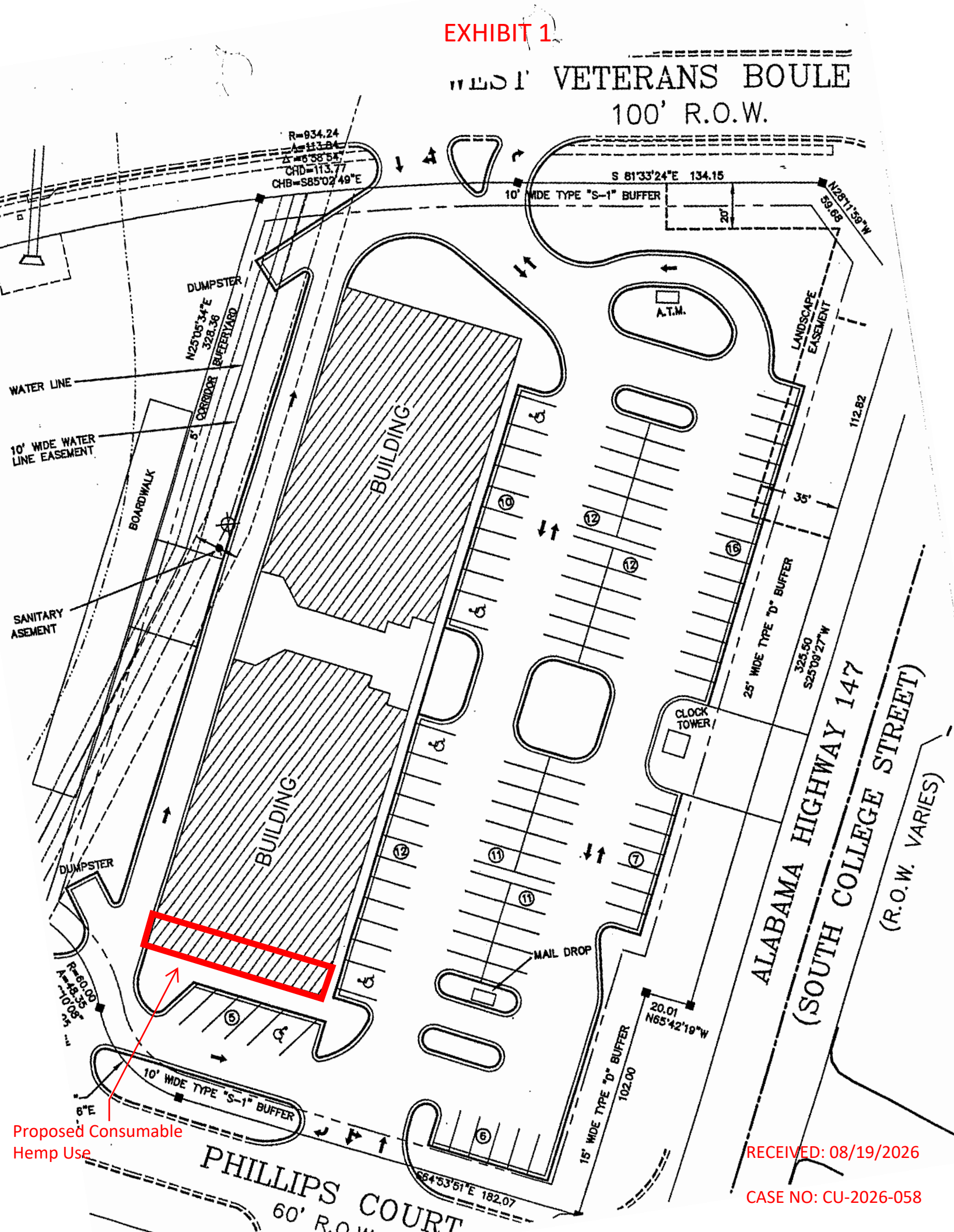
N

Planning Dept.

09/01/2026

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.

EXHIBIT 1



Proposed Consumable Hemp Use

RECEIVED: 08/19/2026

CASE NO: CU-2026-058

Agenda Item Summary

Item No. 10 b 1

Council Meeting Date	September 15, 2026
Department	Water Resource Management
Submitted By	Eric Carson
Agenda Section	Resolutions

Public Hearing Required

Name and address of person(s) or business(es) this item affects:
Bison Trust
6053 Veterans Parkway
Columbus, Georgia 31909

Description of item under consideration
The Water Resource Management Department is requesting City Council approval to vacate a portion of public sanitary sewer easement located at 1803 Kenai Pass. During review of the Prosper at Plainsman Lake Development project, it was noted that the existing sanitary sewer easement along Kenai Pass would need to be vacated. All legal advertising and public notice requirements have been met for this easement vacation without objection.

Why is Council action needed?
Council action is needed to vacate the easement.

Is this a budgeted item?: N/A
If not budgeted, please add explanation: N/A

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch – City Manager
THROUGH: Keith Williams – Public Services Executive Director
FROM: Eric A. Carson, P.E. – Water Resource Management Director
DATE: September 15, 2026
SUBJECT: Prosper at Plainsman Lake Sewer Easement Vacation

The Water Resource Management Department is requesting City Council approval to vacate a portion of public sanitary sewer easement located at 1803 Kenai Pass. During review of the Prosper at Plainsman Lake Development project, it was noted that the existing sanitary sewer easement along Kenai Pass would need to be vacated. All legal advertising and public notice requirements have been met for this easement vacation without objection.

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Auburn has received a petition to vacate that certain portion of sanitary sewer easement in the attached Petition for Vacation located in the Auburn city limits; and

WHEREAS, the petition is filed in accordance with the provisions of Section 23-4-20 of the code of Alabama 1975 which provides that any street or alley may be vacated in whole or in part, by the owner or owners of the land abutting the street or alley or abutting that portion of the street or alley desired to be vacated; and

WHEREAS, all owners of land abutting the portion of easement proposed to be vacated have joined in the petition to vacate said portion of easement; and

WHEREAS, a public hearing was conducted by the Auburn City Council on September 15, 2026, at which time all persons were given an opportunity to be heard in favor of or in opposition to the proposed portion of easement vacation; and

WHEREAS, public notice of the public hearing was provided in accordance with Section 23-4-20 of the Code of Alabama 1975; and

WHEREAS, the City Council of the City of Auburn has determined that it is in the best interest of the City to vacate the portion of easement described in the attached Petition for Vacation and that the portion of easement should be returned to the abutting landowners.

NOW THEREFORE BE IT RESOLVED that the City of Auburn, Alabama does hereby assent to the easement vacation as described in the attached Petition for Vacation.

BE IT FURTHER RESOLVED that the City of Auburn, Alabama, does hereby remise, release, quitclaim, to the aforesaid parties whatever right, title and interest the City of Auburn may have acquired in the property by virtue of the dedication or the vacation of said property, or otherwise, and that Ron Anders, Jr., Mayor of the City of Auburn, is authorized to execute and deliver a Quitclaim Deed to the forenamed parties or persons carrying out the intention of this paragraph and the City Manager be and is hereby authorized and directed on behalf of the City of Auburn to attest the same.

BE IT FURTHER RESOLVED that the City Manager shall cause a copy of this resolution to be filed in the Probate Court of Lee County and shall further cause a copy of this resolution to be published once in a newspaper in Lee County no later than 14 days after its adoption.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 15th day of September 2026.

_____
Mayor

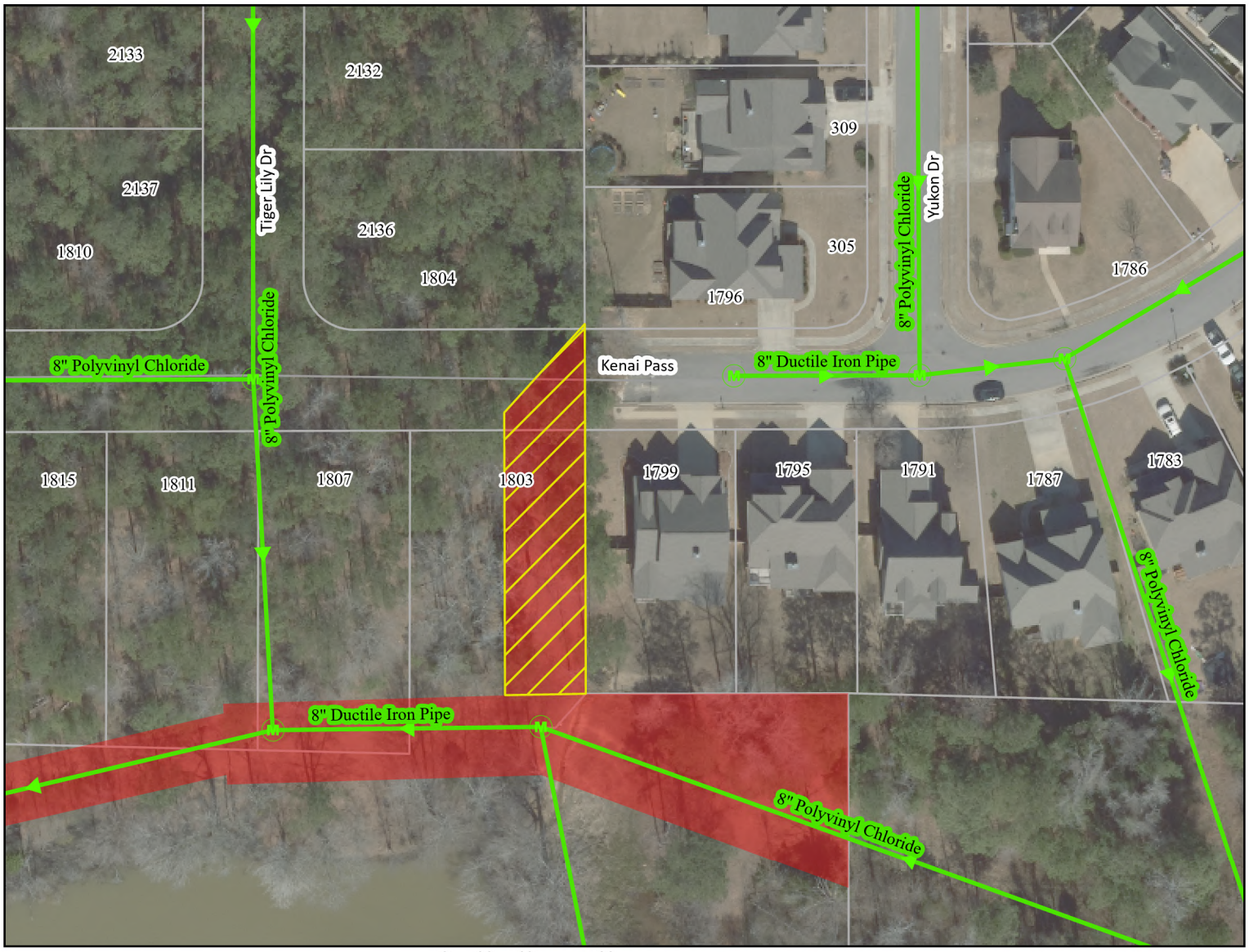
ATTEST:

_____
City Manager

VICINITY MAP

1803 KENAI PASS

AUBURN



Subject Property

N

0 20 40 80

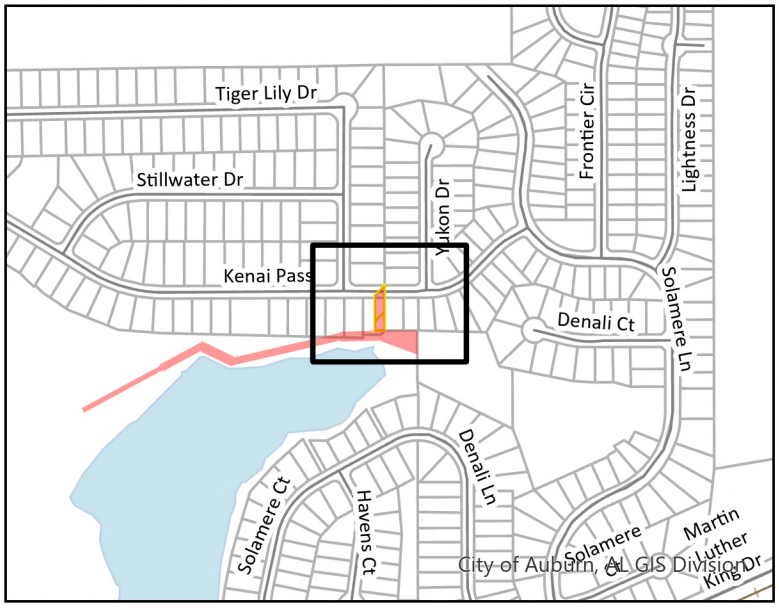
FEET

WATER RESOURCE MANAGEMENT

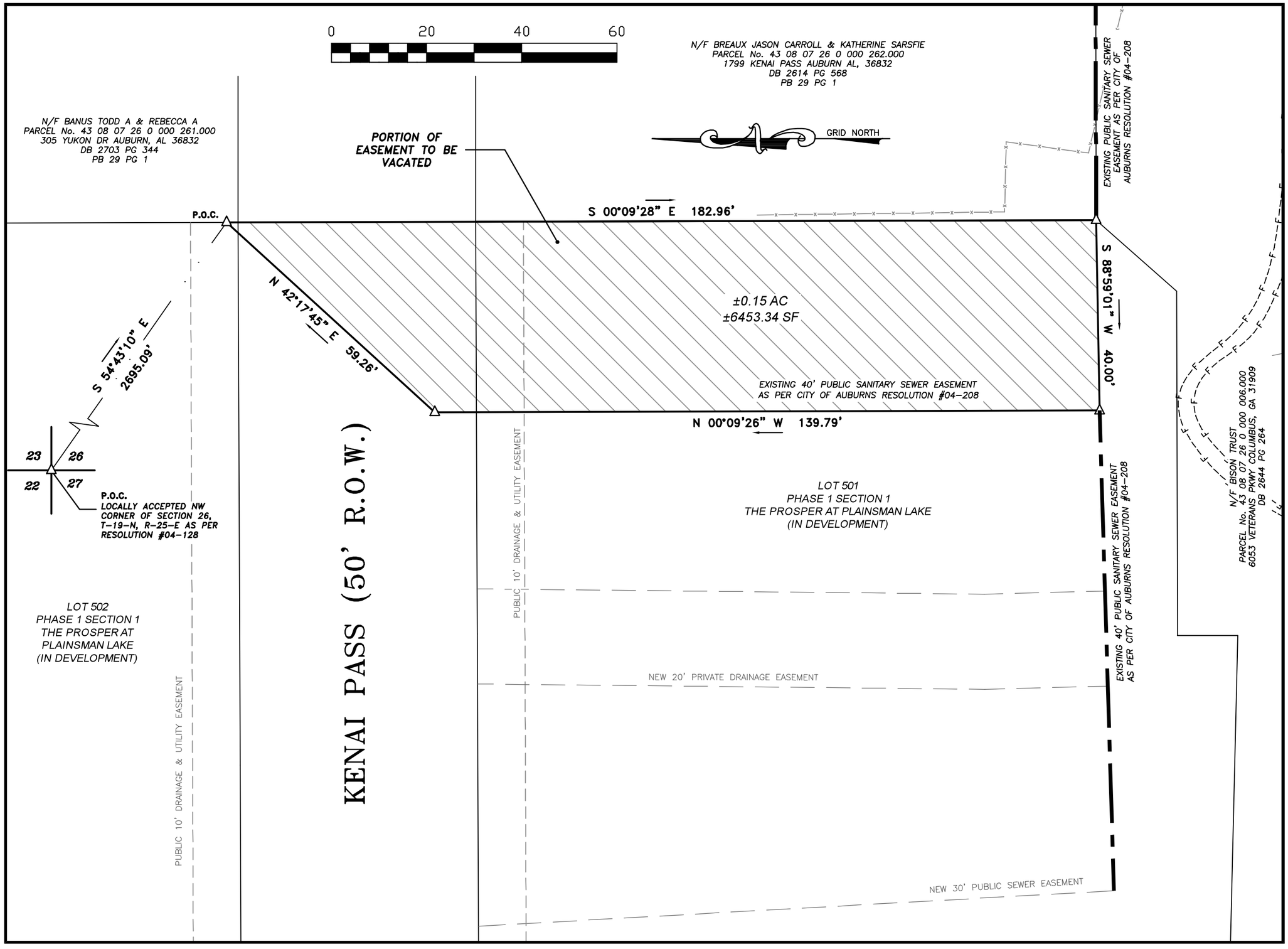
08/07/2026

- COA MANHOLE
- COA GRAVITY MAIN
- PROPOSED EASEMENT VACATION
- EXISTING EASEMENTS

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.



STRO'ZI'ER SERVICES, LLC
6009 BUSINESS PARK DR - COLUMBUS, GA - 31909 - (706)575-1525

EASEMENT VACATION
FOR
LOT 102 & 103
THE PROSPER AT PLAINSMAN LAKE

SECTION 26
T-19-N, R-25-E

LEE COUNTY
AUBURN, ALABAMA

ALABAMA
REGISTERED
No. 22999
02/18/2026
LAND SURVEYOR
MARK D. STROZIER

DRAWN BY: SS
CHECKED BY: MDS
FILE NO.: 24-146
DATE: 02/02/2026
SCALE: 1"=20'

SHEET:	OF:
1	1

AUTHORIZATION TO ACT AS APPLICANT

CITY OF AUBURN PLANNING DEPARTMENT
171 North Ross Street, Suite 100
Auburn, AL 36830
(334) 501-3040 ~ Fax: (334) 501-7293

I, Bison Trust (Jack Hughston, Michael Moxley & Marc Dearth), being owner of the property which is the subject of this application hereby authorize Mark Strozier, to act as my representative with the City of Auburn's (Board of Zoning, and/or Planning Commission, and/or City Council), as required by the type of request listed on the attached application form.

Property Owner's Signature: _____ Date: 02/18/26
Jack Hughston

Michael Moxley: _____ Date: 02/18/26

Marc Dearth: _____ Date: 2/18/26

STATE OF ALABAMA

COUNTY OF LEE

I, Michelle B. Wilson, a Notary Public in and for said County and State, hereby certify that Jack Hughston, Michael Moxley & Marc Dearth, whose name is signed to the foregoing document, and who is known to me or acknowledged before me on this day, that being informed of the contents of said document, did execute the same voluntarily on the day that bears the same date.

Given my hand and seal of office this 18th day of Feb, 2026

Michelle B. Wilson
Notary Public

My Commission Expires My Commission Expires March 12, 2029

MICHELLE B WILSON NOTARY PUBLIC MUSCOGEE COUNTY, GEORGIA

Petition to Vacation of Existing 40' Drainage & Utility Easement

Honorable Members of the City Council of the City of Auburn,

Bison Trust, the legal owners of the property of which the easement lies and who are petitioning to have the easement vacated, is requesting that a portion of the existing 40' drainage and utility easement from Auburn's Resolution #04-128 be vacated on account of this portion of the easement having served no public utility purpose and remains entirely vacant.

Adjacent Landowner: Bison Trust (Jack Hughston, Michael Moxley & Marc Dearth)

Jack Hughston: _____ Michael Moxley: _____

Marc Dearth: _____

Notary Public: Michelle B. Wilson

My Commission Expires: My Commission Expires March 12, 2029

MICHELLE B WILSON NOTARY PUBLIC MUSCOGEE COUNTY, GEORGIA

Bison Trust owns the surrounding parcel wholly, and is the only adjacent landowner needed to sign off on this.

STATE OF ALABAMA)

COUNTY OF LEE)

DECLARATION OF VACATION

KNOW ALL MEN BY THESE PRESENTS, the undersigned, **BISON TRUST**, being owner of land abutting the Utility Easement described below and desiring to vacate and close the same, do hereby declare to be vacated and closed, the following described Sanitary Sewer Easement in the City of Auburn, County of Lee, Alabama, described as follows:

A portion of a sanitary sewer easement lying and being in Section 26, Township 19 North, Range 25 East, in the City of Auburn, Lee County, Alabama, and being more particularly described as follows;

Commencing at the locally accepted Northwest Corner of Section 26, Township 19 North, Range 25 East, in the City of Auburn, Lee County, Alabama, thence South 54 degrees 43 minutes 10 seconds East a distance of 2695.09 feet to a point, said point being the POINT OF BEGINNING,

Thence South 00 degrees 09 minutes 28 seconds East a distance of 182.96 feet to a point,

Thence South 88 degrees 59 minutes 01 seconds West a distance of 40.00 feet to a point,

Thence North 00 degrees 09 minutes 26 seconds West a distance of 139.79 feet to a point,

Thence North 42 degrees 17 minutes 45 seconds East a distance of 59.26 feet to a point, said point being the POINT OF BEGINNING.

This Vacation does not deprive other property owners of such rights as they may have to the convenient and reasonable means of utilities to and from their property.

This declaration is made and executed pursuant to the provisions of Code of Alabama 1975. 23-4-20

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 21 day of May, 2026.

BISON TRUST

BY: Jack Hughston:

Authorized Representative

Marc Dearth:

Michael Moxley:

STATE OF ALABAMA)
COUNTY OF Lee)

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that, BISON TRUST, an Alabama limited liability corporation, whose name is signed to the foregoing Declaration of Right of Way Vacation, who is known to me, acknowledged before me on this day that, being informed of the contents of this declaration, he executed the same voluntarily on the day the same bears date as the act and deed of said company.

Given under my hand and seal of office this the 21 day of May, 2026.

amber parish
Notary Public, State of Alabama

Seal

My Commission Expires: _____

My Commission Expires
January 27, 2030

AMBER PARISH
NOTARY PUBLIC
MY COMMISSION EXPIRES
JANUARY 27, 2030
MUSCOGEE COUNTY, GEORGIA

NOTICE OF PUBLIC HEARING
AUBURN CITY COUNCIL
September 15, 2026 6:00 P.M.

Notice is hereby given in accordance with Section 23-4-2 of the Code of Alabama that the City Council of the City of Auburn will conduct a public hearing during the regularly scheduled City Council meeting on Tuesday, September 15. 2026 beginning at 6:00 p.m. in the Auburn City Council Chambers, 141 North Ross Street, Auburn, Alabama 36830 to receive the benefit of public input concerning a proposal to vacate a portion of the utility easement located at 1803 Kenai Pass, Auburn, Alabama 36832. Any citizen alleging to be affected by the proposed vacation may submit a written objection to the Auburn City Council or may request an opportunity to be heard at the public hearing.

The proposed easement vacation is described as follows:

A portion of a drainage and utility easement lying and being in Section 26, Township 19 North, Range 25 East, in the City of Auburn, Lee County, Alabama, and being more particularly described as follows;

Commencing at the locally accepted Northwest Corner of Section 26, Township 19 North, Range 25 East, in the City of Auburn, Lee County, Alabama, thence South 54 degrees 43 minutes 10 seconds East a distance of 2695.09 feet to a point, said point being the POINT OF BEGINNING,
Thence South 00 degrees 09 minutes 28 seconds East a distance of 182.96 feet to a point,
Thence South 88 degrees 59 minutes 01 seconds West a distance of 40.00 feet to a point,
Thence North 00 degrees 09 minutes 26 seconds West a distance of 139.79 feet to a point,
Thence North 42 degrees 17 minutes 45 seconds East a distance of 59.26 feet to a point, said point being the POINT OF BEGINNING.

Said easement contains 0.15 acres.

I, Wendy Swann, herby declare that a notice of public hearing for a partial easement vacation located at 1803 Kenai Pass, Auburn, AL 36832 was posted at the Lee County Courthouse public bulletin board beginning on July 27, 2026 and will remain until the date of the public hearing on Sept. 15, 2026.

Wendy Swann
Governmental Relations Coordinator
Lee County Commission

LEE COUNTY COMMISSION
SEAL
OPELIKA, ALABAMA

Affidavit of Publication of Legal Notice

NOTICE OF PUBLIC HEARING
Auburn City Council
September 15, 2026 6:00 p.m.

Notice is hereby given in accordance with Section 23-4-2 of the Code of Alabama that the City Council of the City of Auburn will conduct a public hearing during the regularly scheduled City Council meeting on Tuesday, September 15. 2026 beginning at 6:00 p.m. in the Auburn City Council Chambers, 141 North Ross Street, Auburn, Alabama 36830 to receive the benefit of public input concerning a proposal to vacate a portion of the utility easement located at 1803 Kenai Pass, Auburn, Alabama 36832. Any citizen alleging to be affected by the proposed vacation may submit a written objection to the Auburn City Council or may request an opportunity to be heard at the public hearing.

The proposed easement vacation is described as follows:

A portion of a drainage and utility easement lying and being in Section 26, Township 19 North, Range 25 East, in the City of Auburn, Lee County, Alabama, and being more particularly described as follows;

Commencing at the locally accepted Northwest Corner of Section 26, Township 19 North, Range 25 East, in the City of Auburn, Lee County, Alabama, thence South 54 degrees 43 minutes 10 seconds East a distance of 2695.09 feet to a point, said point being the POINT OF BEGINNING,
Thence South 00 degrees 09 minutes 28 seconds East a distance of 182.96 feet to a point,
Thence South 88 degrees 59 minutes 01 seconds West a distance of 40.00 feet to a point,
Thence North 00 degrees 09 minutes 26 seconds West a distance of 139.79 feet to a point,
Thence North 42 degrees 17 minutes 45 seconds East a distance of 59.26 feet to a point, said point being the POINT OF BEGINNING.

Said easement contains 0.15 acres.

The Villager
August 6, August 13, August 20, August 27, 2026

State of Alabama
Lee County

Notice of Public Hearing - Utility Easement 1803 Kenai Pass

Before me, a notary public in and for the county and state above listed, personally appeared *Brian Woodham*, who, by me duly sworn, deposes and says that:
My name is Brian Woodham. I am the Legal Advertising Coordinator of The Auburn Villager. The Newspaper is printed in the English language, has a general circulation and its principal editorial office in the county above listed and has been mailed under a publication class mailing privilege of the United States Postal Service from the post office where it is published at least 51 weeks a year.

The Newspaper published the attached legal notice in the issue(s) of: **8/6/2026, 8/13/2026, 8/20/2026, 8/27/2026**
A copy of each issue of the paper containing the notice was mailed to the person or official placing the legal notice.
The sum charged for these publications was: **$761.60**

The sum charged by the Newspaper for said publication does not exceed the lowest of the actual lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

Affiant

CHRISTI M. HOLT NOTARY PUBLIC ALABAMA STATE AT LARGE

Sworn and subscribed this **27th day of August, 2026**

Christi M. Holt

Notary Public
My Commission Expires on March 4, 2029

Grantee's Address:

6053 Veterans Parkway
Columbus, Georgia 31909

STATE OF ALABAMA)
)
COUNTY OF LEE)

QUITCLAIM DEED
GIVEN TO PERFECT TITLE

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One and 00/l00 Dollars ($1.00) and other good and valuable considerations to the undersigned grantor, **CITY OF AUBURN, A MUNICIPAL CORPORATION**, in hand paid by **BISON TRUST,** the receipt and sufficiency of which are hereby acknowledged, the **CITY OF AUBURN, A MUNICIPAL CORPORATION**, does hereby remise, release, quitclaim and convey unto the said **BISON TRUST,** all of my right, title, interest and claim in and to the following described real estate, to-wit:

LEE COUNTY, ALABAMA:

COMMENCING AT THE LOCALLY ACCEPTED NORTHWEST CORNER OF SECTION 26, TOWNSHIP 19 NORTH, RANGE 25 EAST, IN THE CITY OF AUBURN, LEE COUNTY, ALABAMA, THENCE SOUTH 54 DEGREES 43 MINUTES 10 SECONDS EAST A DISTANCE OF 2695.09 FEET TO A POINT,
THENCE SOUTH 00 DEGREES 09 MINUTES 28 SECONDS EAST A DISTANCE OF 52.48 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING,
THENCE SOUTH 00 DEGREES 09 MINUTES 28 SECONDS EAST A DISTANCE OF 130.48 FEET TO A POINT,
THENCE SOUTH 88 DEGREES 59 MINUTES 01 SECONDS WEST A DISTANCE OF 40.00 FEET TO A POINT,
THENCE NORTH 00 DEGREES 09 MINUTES 26 SECONDS WEST A DISTANCE OF 131.03 FEET TO A POINT,
THENCE NORTH 89 DEGREES 46 MINUTES 56 SECONDS EAST A DISTANCE OF 40.00 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.
SAID PORTION OF EASEMENT CONTAINING 0.12 ACRES.

This instrument prepared by:
City of Auburn
Water Resource Management Department
1501 West Samford Ave.
Auburn, Alabama 36832
Telephone (334) 501-3060

TO HAVE AND TO HOLD unto the said **BISON TRUST,** its successors and assigns forever;

IN WITNESS WHEREOF, the City of Auburn has caused this deed to be executed by Ron Anders, Jr. its Mayor and Attested by Megan McGowen Crouch its City Manager and the seal of said City of Auburn here unto affixed this __ day of _____, 2026.

_____(L.S.)
Ron Anders, Jr.
Mayor

ATTEST:

BY:_____
Megan McGowen Crouch
City Manager

STATE OF ALABAMA

COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Ron Anders, Jr., and Megan McGowen Crouch, whose names as Mayor and City Manager, respectively, of **THE CITY OF AUBURN, A MUNICIPAL CORPORATION** are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this the ___ day of _____, 20___.

_____
Notary Public

Notary Commission Expiration Date:_____

This instrument prepared by:
City of Auburn
Water Resource Management Department
1501 West Samford Ave.
Auburn, Alabama 36832
Telephone (334) 501-3060

Agenda Item Summary

Item No. 10 b 2

Council Meeting Date	September 15, 2026
Department	Engineering Services
Submitted By	Michael Griffin
Agenda Section	Resolutions

Name and address of person(s) or business(es) this item affects:
Owens Family Partnership, LLC
31480 Wellington Parkway
Birmingham, AL 35243

Description of item under consideration
Resolution accepting a statutory warranty deed from Owens Family Partnership, LLC for property located at the northeast corner of the intersection of Shug Jordan Parkway and North Donahue Drive and approving compensation for the use of the property in the amount of $980,000 for the North Donahue Drive Widening Project Phase I. This property is associated with the acquisition of right-of-way along the Owen Family Partnership, LLC property along the east side of North Donahue Drive from Shug Jordan Parkway to the south boundary of Auburn City School property approximately at Yarbrough Farms Boulevard.

Why is Council action needed?
Council must accept and approve the statutory warranty deed from Owens Family Partnership, LLC for the North Donahue Drive Widening Project Phase I.

Is this a budgeted item?: Yes

RESOLUTION NO. _____

WHEREAS the City Council of the City of Auburn has determined that it is in the best interest of the City to purchase certain real estate as the same is described in the attached Statutory Warranty Deed; and

WHEREAS the owner of said real property, namely Owens Family Partnership, LLC, desires to convey the same to the City of Auburn for the North Donahue Drive Widening Project Phase I.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama, does hereby accept the Statutory Warranty Deed from Owens Family Partnership, LLC and approves compensation in the amount of $980,000 for purchase of the property to be public right-of-way for the North Donahue Drive Widening Project Phase I.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 15th day of September 2026.

_____
Mayor

ATTEST:

_____
City Manager

GRANTEE'S ADDRESS:
THE CITY OF AUBURN
144 TICHENOR AVENUE
AUBURN, ALABAMA

STATE OF ALABAMA)
)
COUNTY OF LEE)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Nine Hundred Eighty Thousand and 00/100 Dollars ($980,000.00) and other good and valuable considerations to the undersigned Grantor, **OWENS FAMILY PARTNERSHIP, LLC, A DOMESTIC LIMITED LIABILITY COMPANY,** in hand paid by Grantee, **CITY OF AUBURN, ALABAMA, A MUNICIPAL CORPORATION**, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto Grantee the following-described real estate, to-wit:

LEE COUNTY, ALABAMA:

Right of Way Acquisition
2.8 Acres +/- (122,551.31 SF)

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 19 NORTH, RANGE 25 EAST, AUBURN, LEE COUNTY, ALABAMA, THENCE NORTH 64°11'09" WEST, A DISTANCE OF 2380.73 FEET; THENCE NORTH 85°04'53"WEST, A DISTANCE OF 48.42 FEET TO THE POINT OF BEGINNING OF A RIGHT-OF-WAY ACQUISITION MORE FULLY DESCRIBED AS FOLLOWS: FROM THIS POINT OF BEGINNING, THENCE NORTH 85°04'53"WEST, A DISTANCE OF 45.05 FEET; THENCE NORTH 28°46'02"WEST, A DISTANCE OF 200.03 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 373.27 FEET, WITH A RADIUS OF 1040.00 FEET, WITH A CHORD BEARING OF NORTH 39°47'20" WEST, WITH A CHORD LENGTH OF 371.27 FEET; THENCE NORTH 50°04'16"WEST, A DISTANCE OF 296.21 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 112.13 FEET, WITH A RADIUS OF 1460.23 FEET, WITH A CHORD BEARING OF NORTH 47°52'17"WEST, WITH A CHORD LENGTH OF 112.10 FEET; THENCE NORTH

45°38'38"WEST, A DISTANCE OF 110.93 FEET; THENCE NORTH 45°38'38"WEST, A DISTANCE OF 374.72 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 497.23 FEET, WITH A RADIUS OF 787.52 FEET, WITH A CHORD BEARING OF NORTH 27°46'38" WEST, WITH A CHORD LENGTH OF 489.01 FEET; THENCE NORTH 78°34'14"EAST, A DISTANCE OF 60.27 FEET; THENCE NORTH 78°50'03"EAST, A DISTANCE OF 23.02 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 515.58 FEET, WITH A RADIUS OF 850.00 FEET, WITH A CHORD BEARING OF SOUTH 29°06'21"EAST, WITH A CHORD LENGTH OF 507.71 FEET; THENCE SOUTH 43°14'47" WEST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 46°45'11" EAST, A DISTANCE OF 883.77 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 245.16 FEET, WITH A RADIUS OF 800.00 FEET, WITH A CHORD BEARING OF SOUTH 37°58'27" EAST, WITH A CHORD LENGTH OF 244.21 FEET; THENCE SOUTH 29°11'42"EAST, A DISTANCE OF 307.04 FEET TO THE POINT OF BEGINNING.

SAID RIGHT-OF-WAY ACQUISITION CONTAINING 122,551.31 SQUARE FEET OR 2.8 ACRES, MORE OR LESS.

This conveyance is subject to taxes and assessments for the year 2026 and subsequent years not yet due and payable, and all matters of record.

The above property is not the primary place of residence for the Grantor.

TO HAVE AND TO HOLD unto the said Grantee its heirs and assigns in fee simple, forever.

Grantor does, for itself, its successors and assigns, covenant with the said Grantee, its heirs and assigns, that it is lawfully seized in fee simple of said premises; that the premises is free from all encumbrances except for all matters of record; that Grantor has a good right to sell and convey the same as aforesaid; and that Grantor, its successors and assigns, shall warrant and defend the same to the said Grantee, its heirs and assigns, forever, against the lawful claims of all persons claiming by, through, or under the Grantor, but not further or otherwise.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the said, **OWENS FAMILY PARTNERSHIP, LLC, A DOMESTIC LIMITED LIABILITY COMPANY,** has caused this instrument to be executed by the undersigned duly authorized manager of said limited liability company hereunto affixed this 24 day of August 2026.

OWENS FAMILY PARTNERSHIP, LLC
A DOMESTIC LIMITED LIABILITY COMPANY

BY: Caroline M. Smith (L.S.)
Name: Caroline M. Smith
Title: Manager

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Caroline M. Smith, known to me, whose name as the manager of **OWENS FAMILY PARTNERSHIP, LLC, A DOMESTIC LIMITED LIABILITY COMPANY,** is signed to the forgoing conveyance, appear before me on this day and being informed of the contents of said conveyance, they executed the same as such manager and with full authority voluntarily on the same bears date, for and as the act of said limited liability company.

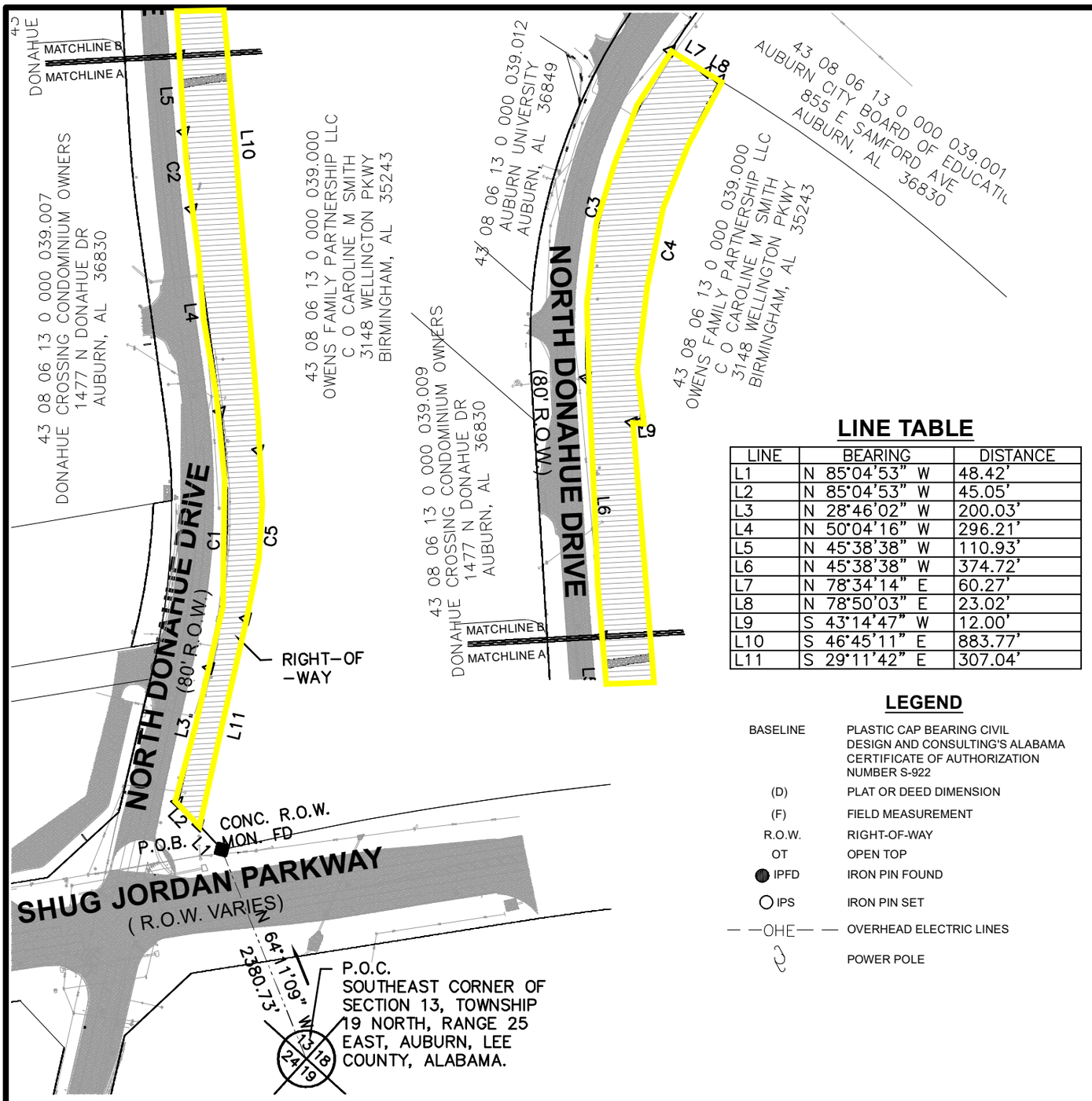
GIVEN under my hand and seal of office this the 24 day of August, 2026.

Ashley Howell
Notary Public

My Commission Expires: 08/21/2028

This instrument prepared by:
Audrea Carr, City of Auburn
Engineering Services Department
161 North Ross Street
Auburn, Alabama 36830

STATE OF ALABAMA NOTARY PUBLIC
ASHLEY MARIE HOWELL
My Commission Expires
August 21, 2028



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 85°04'53" W	48.42'
L2	N 85°04'53" W	45.05'
L3	N 28°46'02" W	200.03'
L4	N 50°04'16" W	296.21'
L5	N 45°38'38" W	110.93'
L6	N 45°38'38" W	374.72'
L7	N 78°34'14" E	60.27'
L8	N 78°50'03" E	23.02'
L9	S 43°14'47" W	12.00'
L10	S 46°45'11" E	883.77'
L11	S 29°11'42" E	307.04'

LEGEND

BASELINE	PLASTIC CAP BEARING CIVIL DESIGN AND CONSULTING'S ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER S-922
(D)	PLAT OR DEED DIMENSION
(F)	FIELD MEASUREMENT
R.O.W.	RIGHT-OF-WAY
OT	OPEN TOP
IPFD	IRON PIN FOUND
IPS	IRON PIN SET
—OHE—	OVERHEAD ELECTRIC LINES
	POWER POLE

LEGAL DESCRIPTION OF RIGHT-OF-WAY

COMMENCE AT THE SOIUTHEAST CORNER OF SECTION 13, TOWNSHIP 19 NORTH, RANGE 25 EAST, AUBURN, LEE COUNTY, ALABAMMA, THENCE NORTH 64°11'09" WEST, A DISTANCE OF 2380.73 FEET; THENCE NORTH 85°04'53"WEST, A DISTANCE OF 48.42 FEET TO THE POINT OF BEGINNING OF A RIGHT-OF-WAY ACQUISITION MORE FULLY DESCRIBED AS FOLLOWS: FROM THIS POINT OF BEGINNING, THENCE NORTH 85°04'53"WEST, A DISTANCE OF 45.05 FEET; THENCE NORTH 28°46'02"WEST, A DISTANCE OF 200.03 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 373.27 FEET, WITH A RADIUS OF 1040.00 FEET, WITH A CHORD BEARING OF NORTH 39°47'20" WEST, WITH A CHORD LENGTH OF 371.27 FEET; THENCE NORTH 50°04'16"WEST, A DISTANCE OF 296.21 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 112.13 FEET, WITH A RADIUS OF 1460.23 FEET, WITH A CHORD BEARING OF NORTH 47°52'17"WEST, WITH A CHORD LENGTH OF 112.10 FEET; THENCE NORTH 45°38'38"WEST, A DISTANCE OF 110.93 FEET; THENCE NORTH 45°38'38"WEST, A DISTANCE OF 374.72 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 497.23 FEET, WITH A RADIUS OF 787.52 FEET, WITH A CHORD BEARING OF NORTH 27°46'38" WEST, WITH A CHORD LENGTH OF 489.01 FEET; THENCE NORTH 78°34'14"EAST, A DISTANCE OF 60.27 FEET; THENCE NORTH 78°50'03"EAST, A DISTANCE OF 23.02 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 515.58 FEET, WITH A RADIUS OF 850.00 FEET, WITH A CHORD BEARING OF SOUTH 29°06'21"EAST, WITH A CHORD LENGTH OF 507.71 FEET; THENCE SOUTH 43°14'47" WEST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 46°45'11" EAST, A DISTANCE OF 883.77 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 245.16 FEET, WITH A RADIUS OF 800.00 FEET, WITH A CHORD BEARING OF SOUTH 37°58'27" EAST, WITH A CHORD LENGTH OF 244.21 FEET; THENCE SOUTH 29°11'42"EAST, A DISTANCE OF 307.04 FEET TO THE POINT OF BEGINNING. SAID RIGHT-OF-WAY ACQUISITION CONTAINING 122,551.31 SQUARE FEET OR 2.8 ACRES, MORE OR LESS.

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	1040.00'	373.27'	371.27'	N 39°47'20" W
C2	1460.23'	112.13'	112.10'	N 47°52'17" W
C3	787.52'	497.23'	489.01'	N 27°46'38" W
C4	850.00'	515.58'	507.71'	S 29°06'21" E
C5	800.00'	245.16'	244.21'	S 37°58'27" E

N W E S

SCALE: 1"= 200'

200 100 0 200 400

SCALE IN FEET

2004 Yarbrough Drive, Ste A
Opelika, AL 36801
Phone: (334) 748-9200

BASELINE
SURVEYING & DESIGN, LLC

PROJECT NO.	CREW CHIEF	DRAWN	CHECKED
B82325.02-2A	TTM	CSM	ARN

EXHIBIT OF RIGHT-OF-WAY ACQUISITION FOR OWENS FAMILY PARTNERSHIP, LLC

SEC. 13 T 19 N Rg 25 E
AUBURN LEE COUNTY ALABAMA
SCALE: 1" = 200' APRIL 15, 2026
ARTHUR R. NETTLES, AL. P.L.S. REG. NO. 23346
CERTIFICATE OF AUTHORIZATION NO. S-922

Agenda Item Summary

Item No. 10 c 1

Council Meeting Date	September 15, 2026
Department	Engineering Services
Submitted By	Michael Griffin
Agenda Section	Resolutions

Name and address of person(s) or business(es) this item affects:
Foresite Group, LLC
2301 Ogletree Village Lane, Suite 200
Auburn, AL 36830

Description of item under consideration
Resolution authorizing the City Manager to execute an agreement with Foresite Group, LLC to provide professional services for the Yarbrough Farms Boulevard Extension in the amount of $344,656. The services will include consulting services to design and construct the new public street that will serve as an east-west connector between North College Street and North Donahue Drive. This portion of the Yarbrough Farms Boulevard Extension will connect portions being designed and built as part of the new Plains High School project and The Foundry development as generally shown in the attached exhibit. The scope of services includes roadway design plans, project administration, bidding assistance and construction phase services, FEMA Flood Analysis and Permitting, platting services, Geotechnical Investigation Report, and structural design.

Why is Council action needed?
City Council action is needed to authorize the City Manager to execute a contract with Foresite Group, LLC to provide design services for the Yarbrough Farms Boulevard Extension Project.

Is this a budgeted item?: Yes

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Auburn recognizes that it is in the best interest of the City of Auburn to complete the Yarbrough Farms Boulevard Extension Project; and

WHEREAS, Foresite Group, LLC was selected as the company best able to meet the project design services requirements.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama does hereby authorize the City Manager to execute a professional services agreement with Foresite Group, LLC for project design services for the Yarbrough Farms Boulevard Extension Project in the amount of $344,656.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 15th day of September 2026.

_____
Mayor

ATTEST:

_____
City Manager

2301 Ogletree Village Lane, Suite 200
Auburn, Alabama 36830
o | 334.887.6064
f | 770.368.1944
w | www.foresitegroup.net

August 24, 2026

VIA EMAIL
City of Auburn Engineering Services
Michael Griffin, PE
161 N. Ross Street
Auburn, AL 36830
mgriffin@auburnalabama.org

Re: Letter Agreement for Professional Services
The Foundry – Yarbrough Farms Blvd Extension Design
Auburn, AL
FG Project No. 063.0____

Dear Mr. Griffin:

Foresite Group, LLC. ("Foresite Group") is pleased to submit this Letter Agreement ("Letter Agreement") to City of Auburn ("Client") for providing the services set forth herein for the above-referenced project. Our Project Understanding is detailed below, and the Letter Agreement details the Scope of Services, Fees, and Additional Services.

This Letter Agreement is based upon connecting the two road extension plans for the New High School by Kadre Engineering, LLC and the Foundry at North College Development by Foresite Group, LLC. Yarbrough Farms Blvd Extension is the new east/west City Street that will be approximately 1,100 LF long and will include a pre-cast bridge to cross an existing creek. The creek has a flood plain and floodway present along its path and therefore a CLOMR and LOMR will be required. Foresite Group reserves the right to review and subsequently revise this letter agreement in the event of a change to the road alignment or change in bridge type.

Foresite Group has previously provided, and may continue to provide, professional services to the developer of the adjacent Foundry at North College development. Foresite Group does not believe this relationship impairs its ability to perform the Services for the City impartially, and discloses it so that the City may evaluate the relationship in accordance with its own policies.

This proposal document consists of the following attachments:

Attachment A - Project Summary and Scope of Services
Attachment B - Exclusions Services
Attachment C - Civil Engineering Fee
Attachment D - Standard Terms and Conditions

Once Foresite Group has received a fully executed contract, Foresite Group will diligently work towards completion of the project on an agreed upon schedule with the Client. It is acknowledged by Foresite Group and the Client that the project schedule is dependent upon factors and entities beyond the control of Foresite Group or the Client. Therefore, as the project progresses Foresite Group and the Client shall

collectively analyze and review the progression of the project. Additional time to complete Foresite Group's task under the contract will be granted when third party decisions warrant additional time. Also, it is acknowledged between Foresite Group and the Client the timelines of reviews and approvals from permitting and approval authorities having jurisdiction over Foresite Group's work and tenants may cause adjustments to the project schedule outside of the control of Foresite Group.

All direct reimbursable expenses such as sub-consultants, mileage, reproduction of project drawings, legal advertisements, permit and/or review fees and other direct expenses will be billed at 1.20 times cost.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed and expenses incurred as of the billing period. Payment will be due within 28 calendar days of the date of the invoice. **Check Payments** can be mailed to Foresite Group LLC, PO Box 747081, Atlanta, GA 30374-7081 **or** overnighted to PNC Bank c/o Foresite Group LLC, Lockbox Number 747081, Phoenix Business Park, 1669 Phoenix Pkwy, Suite 210, College Park, GA 30349. For ACH payments, please e-mail AR@fg-inc.net for further instructions.

Foresite Group appreciates the opportunity to provide this proposal to you and is excited about being a part of the design team. Please do not hesitate to contact us if you have any questions or comments.
If the proposal is acceptable, please sign in the space provided below.

This proposal shall be considered valid for sixty (60) days from the proposal date. This Agreement shall be based upon the Master Agreement for Professional services between the City of Auburn, Alabama and Foresite Group, LLC dated May 6, 2025.

Sincerely,
Foresite Group, LLC

By: Brett C Basquin
(Signature)

Name: Brett C. Basquin, P.E.
Title: Vice-President

By signing the proposal below, I hereby certify that I am authorized to sign this Letter Agreement on behalf of The City of Auburn and that I have read and familiarized myself with this Letter Agreement and all attachments incorporated herein. Please sign and return a copy to our office.

ACCEPTED:_____ DATE:_____
(Signature)

All Invoices will be sent to the Client address above unless noted otherwise. If different, please provide the address and who's attention invoices should be sent below including email address.

Attachment A

Project Summary and Scope of Services Description

Project Understanding: Based on the information provided to us and our correspondence with you, we understand that you are requesting a proposal to provide civil engineering consulting services which includes design of the new City Street that runs east/west and connects to two previously designed streets that have not been constructed at this time.

Based on our understanding of this project, Foresite Group made the following assumptions regarding the Scope of Services:

1. The Client shall provide right of entry for Foresite Group, its subconsultants, and the geotechnical driller to all areas required for investigation and observation, including facilitating access to any private property along the corridor.
2. The design will be based on the City of Auburn Standards, specifications, and details in effect as of the date of this Letter Agreement. Revisions required by changes to those standards, or by changes in the FEMA policy or regulations after the date hereof would be performed under an additional services agreement.
3. All stormwater management criteria (LID, Water Quality, and stormwater detention) for this project will be waived by the City of Auburn.
4. At Client's direction, the project will rely on the existing topographic survey obtained for the Foundry Development; therefore, a new topographic survey is not included. Client accepts the risk of inaccuracies or omissions in the existing survey, and Engineer may rely upon it without independent verification.
5. At Client's direction there will be no sanitary sewer mains installed along the new road. The proposed bridge will span over the existing sanitary sewer interceptor, and it will not be relocated, but may be reinforced if in conflict with arch span foundations.
6. Based on the stream/wetland delineation previously completed by Wildland Services as part of the existing high school and Foundry developments, the new road construction is not anticipated to require a USACE nationwide permit for impacts of jurisdictional wetlands and stream.
7. The ADEM NPDES construction permit will be required. It will be the responsibility of the City to meet all the requirements as applicant. Foresite Group's role is limited to preparation of the CBMPP and NOI and administrative assistance with transfer of the permit to the awarded Contractor. Foresite Group shall have no responsibility for construction-phase permit compliance, site inspections, BMP maintenance, non-compliance notification, or agency violation response, all of which are excluded from the Scope of Services.
8. It is assumed the traffic study that was completed as part of the High School development and Foundry at North College projects considered the connection of these streets, and additional traffic studies are not required to connect these two streets.
9. Since the proposed bridge will require fill to be placed in the 100-year floodplain and floodway and require changes to the floodplain and floodway limits, a CLOMR and LOMR submittal and approval through FEMA will be required. A rise of less than 1 FT is anticipated, but the goal of the design is to limit any rise to onsite only and not extend off-site, and this may impact the arch bridge design.
10. Both the CLOMR and LOMR permitting requires review and approval by the City of Auburn floodplain manager prior to submittal to FEMA. The FEMA CLOMR and LOMR processes can

take from 9 months to 12 months for approval. These timeframes are beyond the control of Foresite Group, are estimates only and may vary due to the nature of the 3rd party review agencies. Note that the permitting and/or review fees to be paid to FEMA as part of the process will be paid directly by the City of Auburn and are not included in the scope of this proposal.

11. The High School has an approved CLOMR and not an approved LOMR. Our CLOMR approval will be based upon the pre-high school effective map, but our proposed conditions analysis will need to incorporate their proposed conditions model and our proposed conditions. The schools LOMR should be approved and effective when the Road projects LOMR is submitted back for approval. If the adjacent high school LOMR is not approved and effective at the time of project completion, additional efforts may be required under an additional services agreement and delays in the LOMR acceptance may be incurred.
12. Electric, Communications, and natural gas utility providers self-perform their utility design based on services needs of the subject facility. Foresite Group will make efforts to coordinate with these utility providers, but does not have control over the information provided nor the timeframe for which the information is provided.
13. The City of Auburn will provide the project manual, bid the project themselves, and provide all construction engineering and inspections for the project in-house. Prior to 90% Construction Documents, the City will provide a draft of the project manual for coordination with the Construction Documents.
14. It is anticipated that this project will be bid lump sum and not unit price.
15. The proposed road is a new street therefore maintenance and protection of traffic plans are not anticipated.
16. Construction Easement Exhibits and documentation for access will be the responsibility of the City. Foresite Group will coordinate where access and other easements will be necessary.
17. It Is assumed that the Client will obtain a third party review of the pavement design.
18. Coordination with Kadre Engineering will be required to tie into the street extension design from N. Donahue to its termination on the western boundary of this design. Modification of the design to accommodate the tie-in shall be performed by Kadre Engineering under a separate contract with the City or the adjacent developer, at no cost to Foresite Group. Foresite Group’s scope is limited to coordination and designing to a match line station approximately 20+86 to 31+56 intersection and revised design will be received no later than at 60% submittal. Revisions to the plans required due to changes in Kadre’s design beyond 60% will be performed as an additional service under separate letter agreement.
19. This proposal assumes no ALDOT funding, no work within ALDOT right-of-way, and that no ALDOT permit or agreement is required. No fee has been carried for ALDOT submittal or comment response beyond submittal of the flood study results and no-rise statement relating to flood elevations at Shug Jordan Parkway (AL-147).
20. Street lighting along the proposed Road will be designed and installed by Alabama Power under its own standards, schedule, and cost. Foresite Group's scope is limited to coordination and depicting Alabama Power's furnished information on the plans. The City is responsible for all Alabama Power design, installation, relocation easements, and service charges. Foresite Group's electrical design for the multi-use path lighting assumes Alabama Power confirms the point of service and available capacity prior to 60% submittal.
21. Fees are based on Foresite Group's standard hourly rates. Services performed more than 12 months after execution, including the post-construction LOMR task and sub-consultant

services, are subject to Foresite Group's then-current rates and to sub-consultant price escalation.

Task 1020 – Roadway Design Plans
Foresite Group shall design, assist with permitting, and prepare signed and sealed Construction Drawings for the following elements:

- Approximately 1,100 LF of Yarbrough Farms Extension, to meet a 2-lane City of Auburn Street section for a street classification of Collector with a 35 MPH design speed, including a 5' sidewalk on one side of the street and a 10' multi-use patch on the other side of the street.
- Efforts will be made to limit import/export of earth materials during design.
- Design elevations and geometry for a precast concrete buried arch bridge span, approximately 95-feet wide to accommodate the existing streambank with an 8' wide pedestrian path providing a minimum 4' width with 10' clearance height on the path.
    - Lighting in in the arch-bridge for the pathway will be included in the design including load estimation and transformer size requirements and photometrics to meet minimum security and Client's light level preferences.
- Stormwater design including street drainage to meet City of Auburn ordinances
- Proposed water main along the proposed road, to be coordinated with City of Auburn to meet City standards and projected demand based on coordination with Auburn Water.

Tasks 2020 – FEMA Flood Analysis and Permitting, Task 1074S – Geotechnical Investigation Report, and Task 1088S – Structural Design will be performed concurrently with this task, and work and completion schedule for this task will be coordinated and dependent upon design and preparation of deliverables in these other tasks. Construction Drawings related to those tasks will be incorporated into the deliverables for this task as a single set of Construction Drawings.

It is anticipated that at 90% Construction Drawings, plans will be submitted for road construction Permitting in addition to review with the City's project manager. 100% Construction Drawings will include addressing all minor comments from the Client and all comments as part of the permitting process.

Deliverables will be provided in three phases:
1. 60% Construction Drawings (submitted for review and comment)
2. 90% Construction Drawings (submitted for review, comment, and permitting)
3. 100% Construction Drawings (issued for bid/construction)

The construction drawings will be prepared in coordination with the City of Auburn Project Manual. The Construction Drawings will include the following:

- Title/Cover Sheet - including plan contents, vicinity map, utility providers' contact information, and other general information.
- Notes Sheet – including notes and tables and assumptions pertaining to the project.
- Existing Conditions Plan – including existing vegetation, grades, utilities, and any other existing structures, and establish limits of clearing.
- Typical Section Plan – including the propose road cross-section geometry, base and pavement build-up materials and depths, curbing, sidewalk, and multi-use path location.

- Geometric Control Plan – includes centerline staking plan with tangent and curve data along the horizontal alignment of the proposed roadway.
- Roadway Plan & Profiles – including the horizontal and vertical geometric design parameters based upon City requirements for site distance and/or k-value requirements.
- Driveway intersection Profiles – includes sight distance at proposed access points
- Striping and Signage Plan – includes overall layout, design, and dimensions of the proposed Street and turn lanes along with pavement specifics. Also includes striping and signage layout.
- Grading and Drainage Plan – including proposed contours of roads, drainage ways, and retaining walls. Streets and rights-of-way will be graded, along with identifying off-site area.. Water inlet and pipe selection as well as locations of structures, inlets, and the pipe network shall be shown. Furthermore, storm water profiles, capacity computations, and HGL computations shall be provided.
- Drainage Sections – includes profiles of the storm system including inverts, slopes, pipe sizes, materials, and HGL's of storm pipe and structure, if applicable.
- Utility Plan – Concurrent with the Construction Drawings, FG will coordinate with the project Electric, communications, and gas utility providers. FG will provide proposed design to these utility providers and make efforts to coordinate/receive the design from the respective providers to depict the utilities on the construction plans. In addition, the layout of the proposed water main and proposed fire hydrants, water meters, bends, and details to meet the City of Auburn Water Department Standards.
- Erosion and Sediment Control Plans – Foresite Group shall prepare an initial, intermediate, and final erosion and sediment control plans for the proposed project as required by the local jurisdiction and NPDES. A pollution control plan (CBMPP) will also be provided along with erosion control details, notes, and a sequence of operations as may be required. BMP designs will be consistent with the Manual for Erosion and Sediment Control in Alabama. This task includes assistance with Notice of Intent for submittal to ADEM for issuance.
- Roadway Cross-Sections – roadway cross-sections at 50 FT intervals depicting the proposed and existing grades along the roadway corridor.
- Construction Details – including details to support the proposed improvements shown on the site, grading, utility and erosion control plans. This will include special construction details, typical sections, drainage details, outlet control structure details, utility details, erosion control details, and other applicable jurisdictional details.
- Electrical Design Sheets – to include lighting schedule, transformer requirements, basic controls diagram, panel schedule, and riser diagram.
- Pre-Cast Box Culvert – including coordinating with pre-cast box culvert supplier for pre-cast design plans, loads, and incorporation into construction drawings.

Task 1040 – Project Administration

Foresite Group task will consist of project management and administrative duties from the construction document phase through Out to Bid. Foresite Group will provide the following services:

- Project Kickoff meeting
- 60% Plan review meeting
- 90% Plan review meeting
- Coordination meetings and conference calls with the Client
- Coordination with adjacent development's Engineer, Kadre Engineering, LLC for road connection coordination
- Coordination with foundations and addition of encasement of existing sanitary sewer at the arch bridge footing, if required
- Coordination of streetlight design with Alabama Power. Foresite will additionally coordinate with Alabama Power to estimate the installation costs of the lighting.
- Coordination with various utility providers during the design and permit process (power, telecom, gas)

Task 1055 – Bidding Assistance and Construction Phase Services

Foresite Group shall be prepared to assist the Client and contractor during construction phase. Foresite Group will provide the following services:

- Coordination during the bid phase.
- Attend pre-bid meeting.
- Assist with addressing and developing Addendums.
- Assist with reviewing bids and review references for issuance of letter of recommendation.
- Submit a conformed set of plans and CAD Drawing files.
- A representative from Foresite will attend one preconstruction kick-off meeting with the general contractor and subcontractors.
- Assistance with transfer ADEM permit from City to Contractor.
- Assist City in review of shop drawings and submittals.
- Assist City in review of pay applications and respond to Contractors' request for change orders, as requested by the City Project Manager, and assist with evaluation of need.
- Review unforeseen "field" conditions issues that may require adjustments to the site design based on an RFI from the contractor.
- Foresite has estimated 3 site visits as requested by Client. Additional site visits may be performed email or written request of Client.
- Includes electrical RFI review for lighting and pre-cast bridge structure.

Construction phase service scope is based on our best effort and can vary due to factors outside of Foresite Control. Client will be billed for actual time spent in this task. If Additional Service is required, we will submit an add service to Client for written authorization.

Foresite Group shall have no responsibility for the means, methods, sequence, and technique of construction. Foresite Group shall have no responsibility for safety on the project during the construction phase or at any other time.

TASK 2020– FEMA Flood Analysis and Permitting

Floodplain-Preliminary Analysis

Foresite Group will prepare a preliminary floodplain 1D Steady Flow Analysis (Hydraulic Evaluation) for the proposed future street creek crossing. The following Scope of Services will be performed:

- Data Collection and Review: Obtain and review available FEMA Flood Insurance Study (FIS) data, effective hydraulic models (if available), topographic survey, and proposed site plans for the project area within the City of Auburn floodway.
- Model Development: The pre-project hydraulic model will be developed utilizing the approved HEC-RAS model which does not include the adjacent high school development since their LOMR is not approved at this time.
- Proposed Conditions Analysis: The proposed conditions project hydraulic model will be developed utilizing the approved HEC-RAS (CLOMR) model from the adjacent high school development, assuming that model is available from the City of Auburn. If the high school model cannot be obtained and must be built from scratch, that effort will constitute additional services beyond the scope of this proposal. Incorporate proposed project encroachments, grading, and limited above-ground improvements into the hydraulic model to evaluate potential impacts to the 1% annual chance flood elevation (BFE). The proposed improvements shall be designed to achieve a no-rise condition in base flood elevations at all cross sections at or upstream of the ALDOT right-of-way for Shug Jordan Pkwy (AL-147). This includes iterative analysis of the available sizes of the Contech CON/SPAN BEBO bridge spans.
- Results Determination: Perform a comparative analysis of existing versus proposed conditions to evaluate impacts to the BFE along the subject reach.
- Model Iterations: Perform minor revisions to the hydraulic model to test alternative sizing of the CON/SPAN BEBO Series bridge spans, as well as alternative grading strategies, structure placements, and encroachment limits, all evaluated against the allowed increase to the BFE. If the allowed increase cannot be achieved without significant modifications to the proposed plan modeled in this task, additional services will be required.
- Technical Consultation: Provide ongoing technical guidance during design refinement to support compliance with floodway regulations.
- Verification Analysis: Perform final model runs to confirm that the revised proposed conditions remain within the allowed increase to the 1% annual chance floodplain elevation prior to preparation of formal documentation.
- Documentation: Prepare technical exhibits and a summary technical memorandum presenting the background, methodology, and results of existing versus proposed water surface elevations along the subject reach.
- Deliverable: Technical memorandum presenting the background, methodology, and results of existing versus proposed water surface elevations along the subject reach, including documentation of the selected CON/SPAN BEBO span size and the basis for sizing the bridge structure.

CLOMR MT-2 Application Package

It is understood that a Conditional Letter of Map Revision (CLOMR) is required by the City of Auburn due to the proposed encroachment into the regulatory floodway. The following Scope of Services will be performed:

- Floodway Encroachment Modeling: Perform floodway encroachment modeling using the completed hydraulic model from the analysis to determine the proposed floodway limits resulting from the proposed improvements. This task includes iterative encroachment modeling runs to evaluate and refine the proposed floodway boundaries until results are achieved within FEMA standard tolerances.
- Prepare Supporting Documentation: Prepare annotated FIRM panels, model exhibits, and supporting technical figures derived from the completed hydraulic analysis and floodway encroachment modeling.
- Prepare Application Package: Compile the FEMA MT-2 application forms and all supporting data documenting the proposed revisions to the FIRM panel and demonstrating compliance with applicable FEMA requirements.
- Local Review Coordination: Submit the draft CLOMR package to the City of Auburn floodplain administrator for review and authorization prior to submittal to FEMA.
- FEMA Submittal: Upon receipt of local approval, submit the completed MT-2 package to FEMA and respond to requests for additional technical clarification related to the hydraulic or encroachment analysis. The FEMA MT-2 review fee is not included in this scope and will be paid directly by the Client. The current MT-2 review fee at the time of this proposal is $6,750.
- Deliverable: Completed MT-2 CLOMR application package with supporting hydraulic data and exhibits.

CLOMR Permit Assistance and Agency Coordination

Foresite Group will assist with coordination and technical support related to floodway permitting throughout the analysis and review process. The following Scope of Services will be performed:

- Agency Coordination: Communicate with City of Auburn floodplain management staff and other reviewing agencies regarding the hydraulic analysis and proposed encroachments.
- Technical Responses: Address comments related to the no-rise evaluation, modeling approach, and supporting documentation.
- Revisions and Resubmittals: Provide limited updates to modeling documentation and exhibits, as necessary, to support agency acceptance.
- FEMA Coordination: Assist with responses to FEMA or contractor review comments associated with the CLOMR submittal.
- Deliverable: Response memoranda and revised technical documentation, as required to support permitting and agency review.
- Public notice cost, mail with returned receipts of affected property owners or publication in newspaper are not included and will be paid directly by Client.

LOMR Analysis and Permitting

Upon completion of construction Foresite Group will assist the City to update the previous CLOMR submittal with As-built information. The following Scope of Services will be performed:

- Obtain As-built topographic information along the cross-section that were impacted as part of the road construction.
- Update previous Hydraulic Analysis for the As-built Condition.
- Update previous mapping for permit submittal.
- Prepare LOMR application and submittal to FEMA.
- Respond to City and FEMA comments on submittal.
- The FEMA MT-2 review fee is not included in this scope and will be paid directly by the Client. The current MT-2 review fee at the time of this proposal is $8,000.
- Public notice cost, mail with returned receipts of affected property owners or publication in newspaper are not included and will be paid directly by Client.

Other Engineering Services

Task 1072S – Platting Services
Foresite Group shall retain a surveyor to prepare a Preliminary and Final Subdivision Plat meeting the City of Auburn requirements to plat the public right of way. This plat shall be based upon the Client approved plans. Task includes one round of comments. Meetings are excluded. Monumentation would be limited to setting rebar iron pins once.

Task 1074S – Geotechnical Investigation Report
Foresite Group shall retain a sub-consultant to prepare a geotechnical report per Client or tenant requirements. Refer to sub-consultants' proposal for scope of services.

Task 1088S – Structural Design
Foresite Group shall prepare design plans for the foundation design for a precast concrete arch bridge and cast-in-place concrete endwalls/retaining walls on each end of the arch bridge per AASHTO. It is anticipated we will receive culvert loads from the supplier for soil loads with or without AASHTO loads. This scope assumes shallow foundations. Design of ground improvement systems (Rammed Aggregate Piers, stone columns, or similar) and design of foundation types other than conventional shallow spread footings for the structure and end retaining walls needed to limit encroachment into the FEMA 100-year floodplain are not included in this scope and such alternate foundation designs would require an additional service or use of contingency.

Task Contingency – There are several project unknowns in relation to status of High School LOMR modeling/approval, existing soils, foundation type for culvert and retaining walls, and the proposed retaining wall materials. Services other than what has specific above, under the contingency budget will be undertaken at client request and negotiated as written amendments to the engineering services agreement or Task Order under the Master Services Agreement.

Proposed Schedule

Task	Description	Task Duration
1	Geotech	6 weeks
2	FEMA CLOMR Submittal	8 weeks
3	60% Plans	10 weeks
4	FEMA CLOMR Review & Approval	8 months
5	60% Plans Review	3 weeks
6	90% Plans	6 weeks
7	90% Plan Review	3 weeks
8	100% Plans	4 weeks
9	Bid Services	6 weeks
10	Construction	9 months
11	Asbuilt Survey	5 weeks
12	FEMA LOMR Submittal	8 weeks
13	FEMA LOMR Review & Approval	12 months

* Tasks 1, 2, and 3 will start at the same time. All other tasks are sequential.

ATTACHMENT B
Exclusions Services

The Scope of Services is limited to the services expressly and specifically described in Attachment A of this Letter Agreement. Any service, deliverable, task, submittal, permit, study, report, or investigation not expressly and specifically described in Attachment A is excluded from Foresite Group's scope of services and from the fees set forth in Attachment C, whether or not it appears in the list below. For clarity, and without limiting the generality of the foregoing, the following are expressly excluded:

1. Permitting or application fees.
2. Road design changes modifications due to Client requests after 60% Design approval..
3. Pavement Design
4. Additional jurisdictional permitting and/or design i.e., other than what is described in the proposal.
5. Easement documents or exhibits
6. Specification manual
7. Any Survey related items other than platting and asbuilt topo for CLOMR
8. Landscape, hardscape, and Irrigation plans
9. Foundations other than shallow foundations for box culvert and endwalls/retaining walls.
10. Geotechnical Construction materials testing
11. Environmental studies
12. US Army Corps of Engineers permitting (NWP or IDP)
13. Off-site intersection improvements are not included.
14. Street light design,
15. ADEM Non-Compliance Notification Reports
16. ADEM Violation responses
17. Traffic Studies
18. FEMA review fees and related advertising fees.
19. Recreate School CLOMR/LOMR model if electronic files not provided.
20. Sanitary Sewer Design and/or relocation of existing trunk line along creek.
21. Off-site Utility Design except as noted in scope of services.
22. Electric, communications/data, natural gas utility design, and/or private utility design.
23. Stormwater Detention and/or water quality Design.
24. Temporary construction easement exhibits and documents.
25. Cost estimating services.

Items indicated above as “exclusions” shall be either provided to Foresite Group by the owner or are not needed for the project. In any instance these items are not included in Foresite scope of services. Foresite Group can either provide or assist the owner with getting proposals for services above either by separate proposal, additional services contract or on an hourly basis based on our Standard Rate Sheet.

Attachment C
Civil Engineering Fee Sheet

Scope of Services Listing

TASK CODE	Civil Engineering Services	PHASE FEE
1020	Roadway Design Plans	$ 108,200.00
1040	Project Administration	$ 11,500.00
1055	Bidding Assistance and Construction Phase Services	$ 26,900.00
2020	FEMA Flood Analysis and Permitting	$ 80,000.00
TASK CODE	**Other Engineering Services**	**PHASE FEE**
1072S	Platting Services	$ 4,500.00
1074S	Geotechnical Investigation Report	$ 20,256.00
1088S	Structural Design	$ 52,700.00
	Contingency	$ 31,400.00
	Civil Engineering Total	$ 226,600.00
	Subconsultant Total	$ 77,456.00
99	Engineering Reimbursement of Expenses (Estimated - Will be billed at cost Plus 20%)	$ 9,200.00
		$ -
	Project Total	$ 344,656.00

BUILDING & EARTH
Geotechnical, Environmental, and Materials Engineers
The Benchmark for Professional Service Firms

95 Auburn Lakes Road
Auburn, AL 36830
Ph: (334) 821-1445
www.BuildingAndEarth.com

July 31, 2026

Foresite Group, LLC
2301 Ogletree Village Lane, Suite 200
Auburn, AL 36830

Attn: Mr. Brett Basquin, P.E. (bbasquin@fg-inc.net)
Principal

Subject: Proposal for Subsurface Exploration and
Geotechnical Engineering Services
The Foundry Culvert Crossing
Auburn, AL
Building & Earth Proposal Number: AU28117 – Revision I

Dear Mr. Basquin:

Building & Earth Sciences LLC (Bldg & Earth) is pleased to submit this proposal to provide subsurface exploration and geotechnical engineering services for the subject project. This proposal documents our understanding of the proposed construction, outlines our approach to the work, and presents a budget for our services.

PROJECT INFORMATION

Our understanding of this project is based on information provided by Mr. Brett Basquin of Foresite Group, LLC. Mr. Basquin provided PDF copies of *The Foundry – Yarbrough Farms Boulevard Extension PH 3 Creek Crossing Roadway Plan & Profile (Sheet No. 1 of 1)* dated June 10, 2026.

Based on the information provided, the proposed development will consist of constructing a new roadway extending from approximately 300 linear feet east of the proposed culvert crossing to the Auburn Plains High School site, which is currently under construction.

During email correspondence with Mr. Basquin, Bldg & Earth was informed that the creek crossing will consist of a Contech O-1380T Con Span culvert. The culvert spans about 84 feet and rise about 24 feet, with a proposed 8 feet wide multi-use path underneath the arch. Cast in place wingwalls will be constructed on all four sides of the culvert which will be between 90 and 160 feet in length.

Based on the provided plans, we understand the proposed culvert crossing will be located between approximate Stations 28+25 and 29+50 and will require up to 26 feet of fill on either sides of the culvert and approximately 4 feet directly above the culvert to reach planned roadway subgrades.

Structural loading information was not available at the time of this proposal; however, based on our experience with similar structures, we anticipate foundation bearing pressures in the range of 10 to 20 kips per linear foot at each abutment.

According to a review of Google Earth aerial imagery and a recent site visit conducted to evaluate drill rig accessibility, the project area is currently densely wooded. Clearing and access will be required to facilitate drilling operations at the proposed boring locations. Additionally, the proposed culvert location is situated within an area of steep topography, which may present challenges for safe drill rig access and setup. Therefore, we anticipate coordinating with HOAR Construction to establish suitable benching and safe working areas for the drill rig. Costs associated with this effort have been included in the Budget section of this proposal.

During our site visit, numerous rock outcrops and surface rock exposures of varying sizes were observed throughout the project area. Based on these observations, we anticipate shallow refusal may be encountered during drilling operations. As a result, NQ rock coring will be required to complete the subsurface exploration program.

GEOTECHNICAL SCOPE OF SERVICES

Bldg & Earth proposes to perform geotechnical exploration services to address site specific project geotechnical design parameters and to develop recommendations for use in project design and construction. As our work progresses, we will communicate with the design team to assure all apparent geotechnical matters affecting the project are addressed, and that our recommendations reflect actual project conditions.

The work will include soil test borings, laboratory analyses, and geotechnical evaluation appropriate to address the geotechnical aspects of the proposed construction.

The proposed program for field exploration and report consists of the following:

FIELD EXPLORATION

A geotechnical site reconnaissance and subsurface exploration consisting of four standard penetration test (SPT) borings will be conducted at the site, with one boring located near corner of the culvert footprint. The borings will each be advanced to auger refusal. Standard penetration testing (SPT) in general accordance with ASTM D1586 will be performed at 2-½ foot intervals in the upper 10 feet and at 5-foot intervals thereafter.

Upon encountering auger refusal, rock coring will be performed within one boring on each side of the creek and will extend 10 feet into the refusal material or to Elevation 580

whichever is deeper. The coring will be performed using an NQ-size core barrel to assess the continuity and load-carrying capacity of the rock.

We will attempt to collect one relatively undisturbed Shelby tube sample within the upper 20 feet in accordance with ASTM D1587, provided subsurface conditions allow.

One standpipe piezometer will be installed at the one of the borings in order to obtain delayed groundwater measurements. The remaining borings will be backfilled with auger cuttings following a 24 hour groundwater measurement.

Laboratory Analysis

- Two Atterberg limit determinations.
- Two #200 wash sieve tests.
- Twenty natural soil moisture content tests.
- Two hydrometer test.
- One consolidation test (if cohesive soils are encountered).
- Two unconfined compressive strength test on rock

Report

The results of the subsurface exploration will be documented in a written report that will address the following items:

- Site geology and its impact on site development.
- Summary of existing surface conditions.
- A description of the subsurface and groundwater conditions encountered at the soil test boring locations. A 24-hour water level reading will be measured in the standpipe piezometer following completion of selected borehole. Long-term water level monitoring is not included in this proposal.
- Presentation of laboratory test results.
- Recommendations to be used for bridge foundation design, including appropriate foundation type (shallow or deep), bearing pressures, estimated settlement, and treatment of unfavorable bearing conditions, if encountered.
    - Recommended soil bearing capacity (for Piles, L-Pile parameters)
    - Factored Bearing Resistance (LRFD)
    - Allowable Bearing Capacity (LRFD)
    - Must Specify if Bearing is Net or Gross
    - Bearing Strata/Water Table Elevation

- Recommendation of Foundation Type

EXCLUDED SERVICES

The following services are specifically excluded from this proposal:

- Scour analysis.
- L-Pile Design.
- Site grading recommendations.
- Environmental sampling and analysis.
- Surveying of the boring locations.
- Construction materials testing.

AUTHORIZATION AND SCHEDULE

We have attached a copy of a Standard Proposal Acceptance Form, which, when signed and returned to Bldg & Earth, will serve as our authorization to proceed with the proposed scope of work. Changes to the work scope by virtue of design changes or unusual subsurface conditions should be authorized in writing.

The following table presents a summary of the anticipated schedule for the subsurface exploration, laboratory testing and reporting for the project. Weather may extend the time required for the field exploration (and overall schedule) if rainy days occur prior to commencement of the exploration.

Anticipated Schedule for Subsurface Exploration, Lab Testing, and Reporting	
Task	**Anticipated Schedule**
Geotechnical Exploration	Estimated 1 (10-hr) day fieldwork
Laboratory Testing	Estimated 10 workdays after completion of field work
Engineering and Reporting	Estimated 15 workdays after completion of field work

We will discuss the site conditions with you during the course of the work and can provide preliminary findings as the work proceeds. Weather may extend the time required for the field exploration (and overall schedule) if rainy days occur prior to or after commencement of the exploration.

BUDGET

The cost of our services reflects the work scope summarized above. Our proposed ***lump sum cost*** for performing the proposed geotechnical exploration and analysis is:

Task	Fee
Hydrant Permitting	$400
Clearing & Access Aid	$2,500
Geotechnical Exploration	$9,410
Laboratory Testing	$2,260
Reporting/Engineering Analysis	$2,310
Total	**$16,880**

If conditions are encountered that require additional analysis, then we will discuss a modified work scope with your office. We will not exceed the indicated budget without your prior authorization. After issuance of the report, any additional revisions, client meetings, and/or consultations will be billed at a rate of **$200** per hour.

SITE ACCESS/UTILITIES

Based on Google Earth Aerial Imagery and previous experience with this area, clearing will be required to access the requested boring locations. No re-grading or re-vegetation of the site following the completion of our field exploration is included in this proposal. The borings will be backfilled with auger cuttings following a groundwater reading taken 24 hours after drilling. Occasionally, over time the backfilled boreholes may settle leaving a depression of the test location. Our scope of services does not include remediation of the settled borehole locations. Additional fees will apply for any additional work after our initial site visit.

The borings will be located in the field by representatives of Bldg & Earth with GPS coordinates using Google Earth.

Bldg & Earth will utilize Alabama 811 One-Call service for the purpose of locating underground utilities prior to drilling. We expect that the Alabama 811 One-Call service will not locate on private property. The owner will be responsible for clearing utilities on private property. Bldg & Earth will not be responsible for damage to utilities that are not marked or that are not marked correctly.

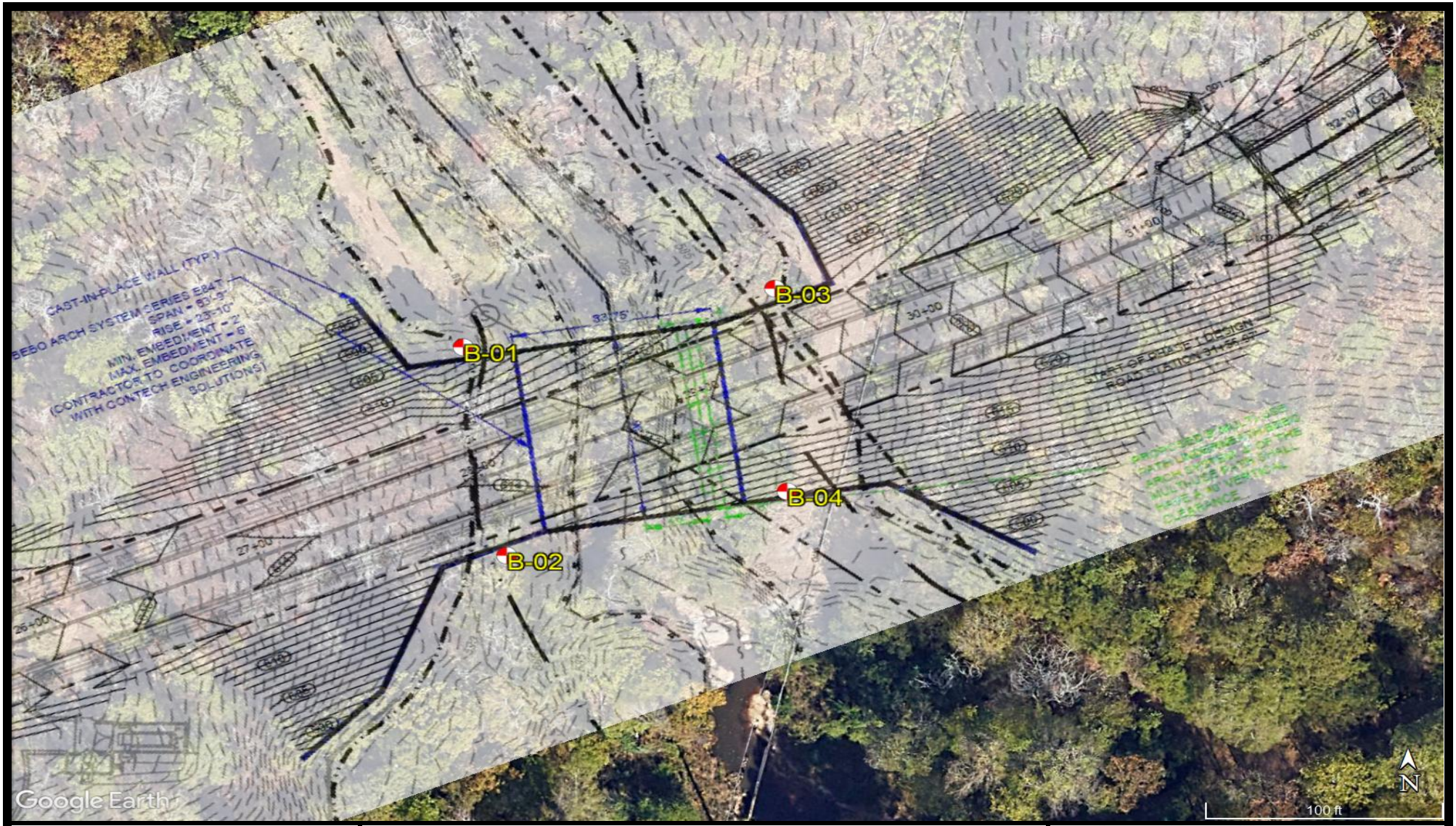
CLOSING

We appreciate the opportunity to submit this proposal for subsurface exploration and geotechnical engineering services for the proposed construction and look forward to working with you on this project. If you have any questions regarding this proposal, please contact the undersigned.

Respectfully Submitted,
BUILDING & EARTH SCIENCES LLC

Aaron Roy, P.E.
Branch Manager

Jeff Pepper, P.E.
Chief Engineer/Principal



Reference used to produce this drawing:	BORING LOCATION PLAN		BUILDING & EARTH Geotechnical, Environmental, and Materials Engineers	
PH 3 Creek Crossing Roadway Plan & Profile (Sheet No. 1 of 1) dated 6/10/2026	**PROJECT NO.:**	**PROJECT NAME / LOCATION:**	**SCALE:**	**DATE:**
	AU28117	The Foundry Culvert Crossing Auburn, AL	As shown	07/30/2026

BUILDING & EARTH
Geotechnical, Environmental, and Materials Engineers

INFORMATION SHEET

PROJECT NAME/LOCATION: The Foundry Culvert Crossing – Auburn, AL

PROPOSAL/PROJECT NO. AU28117 - Revision I **DATE:** July 31, 2026

CLIENT: Foresite Group, LLC

FOR PAYMENT OF CHARGES:

Charge invoice to the account of:

Firm: _____

Address: _____

Phone: _____ **Fax:** _____

AP Contact: _____ **Title** _____ **Email** _____

Date of your draw or
date you invoice your client (if applicable): _____

REPORT DISTRIBUTION:

Firm:	_____	**Firm:**	_____
Address:	_____	**Address:**	_____
	_____		_____
Attention:	_____	**Attention:**	_____
Email:	_____	**Email:**	_____

SERVICES: _____

PAYMENT: _____

PROJECT NAME/LOCATION: The Foundry Culvert Crossing – Auburn, AL

PROPOSAL/PROJECT NO. AU28117 - Revision I **DATE:** July 31, 2026

CLIENT: Foresite Group, LLC

ACCEPTANCE OF CONTRACT:

The Contract consists of the Information Sheet, the Consultant's Proposal, and the attached General Terms and Conditions (the "Contract"), including all additions, deletions, and modifications as agreed upon in writing by Consultant. The Contract sets forth the entire agreement between the parties pertaining to the services and supersedes all inquiries, proposals, agreements, negotiations and commitments, whether written or oral, prior to the execution of the Contract. The provisions of the Contract may be changed only by a writing executed by Consultant and Client.

THIS CONTRACT is entered into as of the _____ day of _____, 20___.

CLIENT:

_____

[Company Name]

Sign:_____

Print:_____

Its:_____

Address:_____

_____

BUILDING & EARTH
Geotechnical, Environmental, and Materials Engineers

GENERAL TERMS AND CONDITIONS-
Geotechnical Consultation and Exploration Services

SECTION 1: STANDARD OF CARE

1.1 The standard of care for all services performed or furnished by Building & Earth Sciences, LLC ("Consultant") under this Contract will be that level of care and skill ordinarily exercised by members of Consultant's profession practicing under similar conditions at the same time and in the same geographical region. Consultant makes no warranties, express or implied, under this Contract or otherwise, in connection with the Consultant's services.

SECTION 2: CONSULTANT'S SERVICES

2.1 Services. Consultant shall perform the services described in Consultant's Proposal in accordance with this Contract, which include subsurface exploration and geotechnical consultation services. The information provided and reports prepared by Consultant are intended for the exclusive use of Client for the Project and the scope of services defined herein,

2.2 Subsurface Exploration and Geotechnical Consultation Services. If Consultant's Proposal includes services for subsurface exploration and geotechnical consultation, then this Section 2.2 shall apply:

(a) Subsurface Risks. Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Site exploration may fail to detect unknown or undocumented conditions such as sinkholes, underground mines, caverns, hazardous materials, etc. Subsurface sampling may also result in unavoidable contamination of certain subsurface areas, or bodies of water if unknown contaminated zones exist at the site. The passage of time also must be considered, and Client recognizes that, due to natural occurrence or other direct or indirect human intervention at the site or distance from it, actual conditions may quickly change. Client understands that elimination of these risks is not possible and therefore waives any claim against Consultant, for injury or loss or property liability that may arise from such subsurface conditions.

(b) Site Clearing/Erosion Control. When clearing of vegetation or benching into the earth is required to provide access for exploration equipment, rough-cleared access roads and some felled trees may result. Consultant shall not be responsible for restoring the site to its original condition, and Consultant shall not conduct any regrading, revegetation or erosion control.

(c) Utilities/Existing Man Made Objects. Prior to Consultant commencing the services, Client shall disclose the presence and accurate location of any utilities and any hidden or obscure man-made objects to Consultant in writing or by providing accurate and current existing conditions documentation. Consultant shall not be responsible for any damages to subterranean structures or objects that were not specifically identified to Consultant in writing prior to Consultant commencing the services and/or which were not correctly shown on the existing conditions documentation furnished to Consultant. The Client agrees to waive any and all claims against the Consultant and to defend, indemnify and hold harmless the Consultant from and against all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees, expenses and dispute resolution costs) arising out of or relating to damage to subsurface conditions, utilities or structures, whether owned by Client or third parties.

(d) Samples. Consultant will retain soil and rock samples subject of its exploration and testing activities for thirty (30) days. Further storage or transfer can be made at the Client's expense upon written request.

(e) Construction Estimates/Bid Documents/Plans and Specifications.

(1) Any reports prepared by Consultant in connection with this Contract are for general geotechnical information purposes only. Further design and engineering services are necessary to establish a basis for design, estimating and construction work. Accordingly, Client shall not rely on these reports to prepare accurate bids or estimates for excavation and related works including but not limited to rock quantities, dewatering, removal of unsuitable materials or excavation support. A more fully developed scope of investigation, analysis, and consultation will be required for further design and engineering and quantity estimation purposes.

(2) Client agrees to retain Consultant to provide consultation to other design professionals who will utilize or are affected by any report furnished by Consultant in connection with this Contract including review of plans and specifications prepared by such other design professionals. The review of plans and specifications by Consultant is to provide advice with regard to the proper consideration of geotechnical information, issues, findings and recommendations identified in the Consultant's report(s)as other design professionals and contractors interpret and incorporate such information and recommendations in their design services and construction activities.

(3) Client acknowledges that misinterpretation or improper use of Consultant's reports by engineers, contractors or others in preparing design, construction and bid documents and cost and quantity estimates is a frequent cause of construction claims. Client agrees to defend, indemnify and hold harmless Consultant from and against all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees and dispute resolution costs) arising out of or relating to cost or quantity estimates or bid documents prepared by others without Consultant's written approval.

2.3 Schedule of Performance. Unless specific periods of time or specific dates are specified in this Contract, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services. If in this Contract specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of Consultant, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.

2.4 Changes. If Client requests changes in the scope of Consultant's services, the schedule of performance of Consultant's services shall be adjusted equitably and the rates and amounts of compensation provided for herein shall also be subject to equitable adjustment.

SECTION 3: CLIENT RESPONSIBILITIES AND INFORMATION

3.1 Designated Client Representative. The Client shall identify a Designated Representative who shall be authorized to act on the Client's behalf with respect to the Project. The Client's Designated Representative shall render Project related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of Consultant's services. Consultant shall not be liable for any error or omission made by the Client, or the Designated Client Representative or any consultant or contractor retained by Client..

3.2 Client Provided Services and Information. Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client or its Designated Client Representative or other consultants or contractors retained by Client. Consultant shall provide prompt written notice to the Client if Design Professional becomes aware of any errors, omissions or inconsistencies in such services or information.

SECTION 4: OWNERSHIP OF DOCUMENTS

4.1 All reports, boring logs, field notes, laboratory test data, calculations, estimates, proprietary information and other documents or information ("Instruments of Service") prepared, developed, or acquired by Consultant shall be the property of Consultant, and Consultant shall retain an ownership and property interest therein.

4.2 Client agrees that all Instruments of Service or other work furnished to the Client or its agents, which are not paid for in accordance with the Contract, shall be returned to Consultant upon demand and shall not be used by the Client for any purpose whatever.

4.3 Consultant hereby grants to Client a nonexclusive license to use the Instruments of Service furnished by Consultant only for the purpose of further investigation and design of the Project, subject to the limitations stated in Section 2 above, for which the Instruments of Service were provided. Client may make and retain copies of the Instruments of Service only for use on the Project by Client. The Instruments of Service are not suitable for reuse by Client or others on extensions, modifications, or expansions of the Project or any other project. Any such reuse or modification without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, shall be at Client's sole risk and without liability or legal exposure to Consultant, or to Consultant's officers, directors, partners, employees, agents, or representatives (the "Consultant Group").

4.4 Client agrees to waive any and all claims against the Consultant and to defend, indemnify and hold harmless Consultant and any of its employees and sub-consultants from and against any and all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees and dispute resolution costs) arising out of or relating to Client's use of the Instruments of Service in violation of the Contract.

SECTION 5: PAYMENT TERMS

5.1 Client shall pay Consultant for the services performed or furnished on the basis set forth on the Information Sheet.

5.2 Invoices will be submitted monthly to Client and upon Consultant's completion of services. Invoices are due and payable within thirty (30) days of receipt. If Client fails to make any payment due Consultant for services or expenses within thirty (30) days after receipt of Consultant's invoice, the amounts due Consultant will be increased at the rate of 1.5% per month (or the maximum rate of interested permitted by law, if less) from said thirtieth day. In addition, Consultant may, after giving seven (7) days written notice to Client, suspend the services until Consultant has been paid in full all amounts due. Payments will be credited first to interest and then to principal. In the event of a suspension of services, Consultant shall have no liability to Client for delay or damage caused Client because of such suspension of services. Before resuming services, Client shall pay Consultant all sums due prior to suspension and any expenses incurred in the interruption and resumption of Consultant's services. Consultant's fees for the remaining services and schedule of performance shall be equitably adjusted.

5.3 In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and Client shall pay to Consultant the undisputed portion.

5.4 Client agrees to pay all collection costs and expenses, including attorneys' fees, incurred by Consultant in collecting or attempting to collect any past due account.

SECTION 6: INSURANCE & LIMITATION OF LIABILITY

6.1 Consultant shall procure and maintain the following insurance coverage:

(a) Worker's Compensation Insurance	statutory limit
(b) Employer's Liability	$1,000,000
(c) Comprehensive General Liability Insurance	
General Aggregate	$2,000,000
Bodily injury & property damage	$1,000,000 per occurrence
(d) Automobile Liability Insurance	$1,000,000 per occurrence

6.2 Limitation of Professional Liability. Notwithstanding anything in the Contract to the contrary, and to the fullest extent permitted by law, Client agrees that the total liability of Consultant to Client and anyone claiming by, through, or under Client for any cost, loss, or damages caused by the acts or omissions of Consultant shall not exceed $100,000.00 or Consultant's total fee for the services, whichever is less.

6.3 Waiver of Consequential Damages. Notwithstanding anything herein to the contrary, neither Consultant nor Client shall be liable to the other for any consequential, special, or indirect losses or damages, whether arising in contract, warranty, tort, strict liability or otherwise, including but not limited to losses of use, profits, business, reputation or financing.

SECTION 7: RIGHT OF ENTRY

7.1 Client and/or property owner shall provide access to and make all provisions for right of entry to Consultant and all equipment necessary for Consultant to perform the services. While Consultant will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of services some damage may occur, the correction of which is not part of this Contract. Consultant shall not be responsible whatsoever for any such damage or for the correction of any damage.

SECTION 8: SAMPLING OR TEST LOCATION

8.1 Unless otherwise specified in writing, Consultant's fees set forth on the Information Sheet do not include costs associated with surveying the site for the accurate horizontal and vertical locations of boreholes, test pits or other field tests performed. Client shall be responsible for such additional costs. Field tests or boring locations described in Consultant's report or shown on sketches are based on information furnished by others or estimates made in the field by Consultant's representatives. Client acknowledges and agrees that such dimensions, depths, or elevations are approximations only. Client shall not rely upon such information, and Consultant makes no warranties, express or implied, as to this information.

SECTION 9: HAZARDOUS SUBSTANCES

9.1 Client agrees to comply with all applicable laws related to Hazardous Substances. Consultant shall not be responsible in any way for any Hazardous Substances uncovered, revealed, or discovered at the Project site.

9.2 The term "Hazardous Substance" means any substance or material: (i) the presence of which requires management, reporting, investigation or remediation under any federal, state or local law, statute, rule, regulation, ordinance, order, action, policy or common law; (ii) which is or becomes regulated by any federal, state or local governmental authority, including without limitation, any substance or waste material which is defined or listed as a "hazardous waste," "acutely hazardous waste," "extremely hazardous substance," "restricted hazardous waste," "industrial waste," "hazardous substance," "hazardous material," "pollutant" "hazardous air pollutant, "criteria pollutant," "volatile organic compound," "priority pollutant," "special waste," "SARA 313 chemical" or "contaminant" under any law; (iii) which contains gasoline, diesel fuel or other petroleum hydrocarbons or a petroleum derivative; (iv) which contains polychlorinated biphenyls ("PCBs"), asbestos or urea formaldehyde; or (v) which poses an unreasonable risk of injury to human health or the environment.

9.3 If any Hazardous Substance is discovered at the Project site, Client shall be solely responsible for all costs and expenses associated with the discovery of such Hazardous Substance. To the fullest extent permitted by law, Client shall defend, indemnify and hold harmless Consultant and its sub-consultants (if any) from and against any and all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees and dispute resolution costs) arising out of or related to the presence or discovery of any Hazardous Substance on the Project site.

SECTION 10: DISPUTES

10.1 In the event of a dispute arising out of or relating to this Contract or the services to be rendered hereunder, Client and Consultant agree to attempt to resolve such disputes in the following manner:

(a) Amicable Resolution. The parties agree to first attempt to resolve such disputes amicably through direct negotiations between appropriate representatives of each party authorized to bind each party.

(b) Mediation. If such negotiations are not fully successful, the parties agree to attempt to resolve any remaining disputes by mediation conduced in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Birmingham, Alabama. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(c) Binding Dispute Resolution. If the parties do not resolve a dispute through mediation the parties shall proceed to binding dispute resolution either through litigation in a court of competent jurisdiction in

Birmingham, Alabama or by arbitration, as determined by the parties at the time of the unresolved dispute.

(i.) Arbitration. The parties acknowledge and agree that the Contract and the subject matter hereof are substantially connected with and involved with interstate commerce. If the parties elect to purse binding dispute resolution through arbitration, the controversy, dispute or claim arising out of or related to the Contract, or the breach thereof, not otherwise resolved in accordance with this Section shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitration hearing shall be held in Birmingham, Alabama. The provisions of this section to arbitrate and any judgment rendered upon the award by the arbitrator or arbitrators may be enforced in any court having jurisdiction thereof.

(ii) In the determination by the court of competent jurisdiction or arbitrator(s), the prevailing party may be entitled to have its reasonable attorneys' fees and related costs and expenses paid by the non-prevailing party.

SECTION 11: THIRD PARTY CLAIMS

11.1 To the fullest extent permitted by law, Client agrees to defend, indemnify and hold harmless Consultant from and against any and all third party claims whatsoever (including, but not limited to, all attorneys' fees, expenses and dispute resolution costs) arising from any act, error, or omission of Client relating to the Project. To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the Client, but not defend, from and against damages, losses and judgments arising from claims by third parties (including reasonable attorneys' fees, expenses and dispute resolution costs) but only to the extent they are caused by the negligent acts or omissions of the Consultant, its employees, and its consultants in the performance of professional services under this Contract. The Consultant has no obligation to pay for any of the indemnitees' costs prior to a final determination of liability or to pay any amount that exceeds the Consultant's finally determined percentage of liability based upon the comparative fault of the Consultant, its employees, and its consultants.

SECTION 12: TERMINATION

12.1 This Contract may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with this Contract, and provided that the defaulting party has not cured such failure within five (5) days after receiving such written notice. In the event of termination, Consultant shall be paid for services performed to the termination date plus reasonable termination expenses.

12.2 In the event Client terminates or suspends Consultant's services for three (3) months or more prior to Consultant's completion of all reports contemplated by this Contract, Consultant may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of termination or suspension. Client shall be responsible for the expenses of such termination or suspension, which shall include, without limitation, all costs of Consultant to complete such analyses, reports or records.

12.3 Consultant may terminate the Contract by written notice to Client if Client fails to pay Consultant's undisputed invoices in the manner required by this Contract, if such failure continues for a period of ten (10) days after written notice is given to Client.

SECTION 13: ASSIGNS

13.1 Neither the Client nor Consultant may delegate, assign, sublet or transfer any obligation or interest in this Contract without the written consent of the other party.

SECTION 14: CERTIFICATIONS, GUARANTEES AND WARRANTIES

14.1 Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant having to certify, guarantee or warrant the existence of conditions whose existence Consultant cannot ascertain or are inconsistent with the scope of Consultant's services on the Project. Client shall not make resolution of any dispute with Consultant or payment of any amount due to Consultant in any way contingent upon signing any such certification, guarantee, or warranty.

SECTION 15: NON-SOLICITATION AGREEMENT

15.1 It is agreed that the Client, shall not solicit for hire or induce any person who is an employee, independent contractor, subcontractor or agent of Consultant to terminate their employment or relationship with Consultant, in order to become an employee, come under the direction of the Client to independently perform services for the Client, during the term of this Agreement and twelve (12) months after its termination without the express written consent of Consultant. If the Client breaches this agreement and employs the above, or causes the termination of employment with Consultant, the Client will immediately pay Consultant an amount equal to two (2) years of revenue typically generated by that employee to compensate for the loss of revenue and training.

SECTION 16: MISCELLANEOUS

16.1 Governing Law. This Contract shall be governed by the law of the state in which the Project is located.

16.2 Notices. Any notice required under this Contract shall be in writing, addressed to the appropriate party at its address on the signature page and given personally, by certified mail (return receipt requested), or by Federal Express, UPS, or other nationally recognized overnight carrier. All notices shall be effective upon the date of receipt.

16.3 Waiver. Non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Contract.

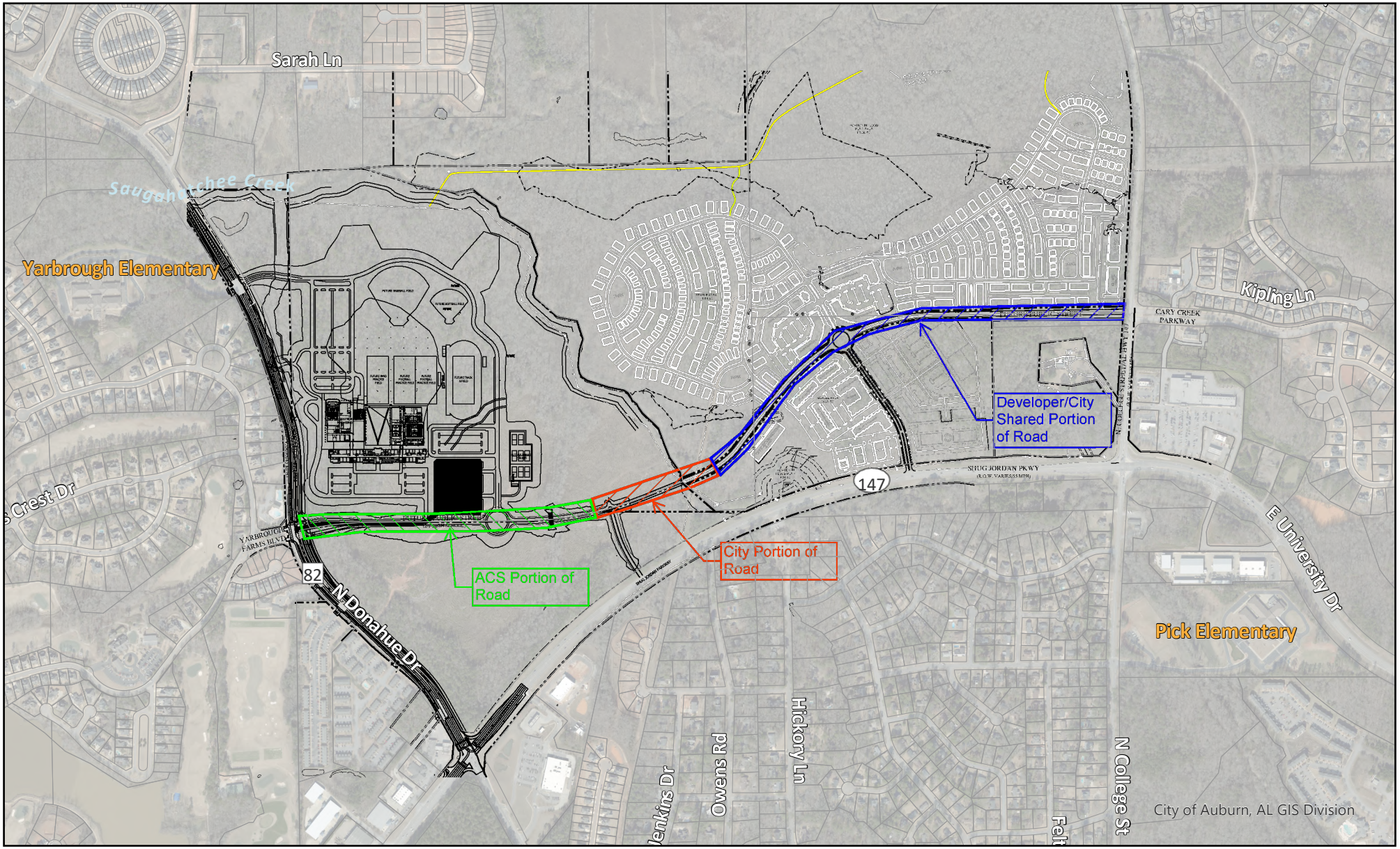
16.4 Headings. This Contract may be executed in one or more counterparts and by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument. All signatures need not appear on the same counterpart.

16.5 Severability. The determination of the invalidity of all or any provision in this Contract shall not render the remaining provisions void or unenforceable, and this Contract shall thereafter be construed as though such invalid provision were not a part hereof.

16.6 Expiration. This proposal is valid for a period of 90 days from the date of the proposal. After 90 days, Consultant will consider extending the offer if requested to do so by Client.

Proposed Road Design for Yarbrough Farms Boulevard Extension

AUBURN



Parcels

N

0 250 500 1,000

Feet

1 inch equals 1,000 feet

Development Services

09/10/2026

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. 10 c 2

Council Meeting Date	September 15, 2026
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Resolutions

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

White & Smith, LLC
d/b/a White Smith Cousino
PO Box 20954
Charleston, SC 29413

Description of item under consideration

Resolution authorizing the City Manager to execute a professional services agreement with White & Smith, LLC, doing business as White Smith Cousino (WSC), in the amount of $349,154 to draft an update to the Zoning Ordinance. WSC will also assist staff with updates for the moratorium, as well as zoning updates for other districts once the moratorium has been lifted.

Why is Council action needed?

City Council approval is needed to authorize the City Manager to execute a professional services agreement with White & Smith, LLC and to approve contracts greater than $50,000.

Is this a budgeted item?: Yes

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

THROUGH: B. Scott Cummings, Development Services Executive Director

FROM: Justice Wahid Cotton, Planning Director

DATE: September 10, 2026

SUBJECT: Zoning Ordinance Consulting Contract

The City began collaborating with White Smith and Cousino (WSC) in late 2025 before executing an agreement in February 2026 with WSC to initiate preliminary work by reviewing with staff the City's Zoning Ordinance to develop an approach for updating it. The Zoning Ordinance needs a significant overhaul to become more in tune with current growth trends, desired future development patterns, current zoning practices and to further align with the land use plan. During this initial phase of the project WSC conducted virtual workshops and on-site meetings with staff to understand the role and vantage points of the various departments, become more familiar with the City's development standards and zoning concerns, and to perform preliminary moratorium work.

Staff recommends WSC be our partner during the Zoning Ordinance update. The company specializes in code rewrites and updates across the southeast. They have completed work in college towns, worked on projects of a greater scale, worked in Alabama, and their staff is highly regarded in the profession. One of staff's goals was to partner with an experienced planning firm that has completed projects of a similar scale and focuses on development pressures in a college town. WSC meets and exceeds these various requirements.

The attached proposal from WSC describes the work to be performed over the next twenty-four plus (24+) months by:

- Drafting Code Assessment for Staff Review
- Working with internal & external stakeholders
- Preparing final draft based on stakeholder feedback
- Attending and facilitating public engagement meetings
- Assisting with final presentation on proposed changes
- Performing an audit to identify conflicts and overlaps within the ordinance
- Preparing Urban Neighborhood-West (UN-W) & Urban Core (UC) Specific Recommendations

While working through the entirety of the Zoning Ordinance, the scope has been developed to focus first on the Urban Core and Urban Neighborhood-West zoning districts in order to be responsive to the moratorium established by the City Council on November 18, 2025 (Ordinance No. 3557) that affects multi-unit developments and private dormitories in the Urban Core and Urban Neighborhood-West. During the initial phase, staff worked closely with WSC to determine an approach to address the developments considered by the moratorium. This work will be performed and recommendations provided for zoning changes for the Urban Core and Urban Neighborhood-West earlier in the process.

The Planning staff will collaborate with WSC throughout this process while maintaining their regular workflow of Planning Commission/Board of Zoning Adjustment/Historic Preservation Commission cases, Development Review Team cases, subdivision plats, sign permits, zoning certificates, etc. WSC has valuable expertise in drafting and modifying zoning ordinances and will be able to deliver a refreshed zoning ordinance that best serves our community and stakeholders and enables staff to maintain or enhance current levels of service.

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Auburn recognizes that it is in the best interest of the City of Auburn to update the City's Zoning Ordinance; and

WHEREAS, White & Smith, LLC, doing business as White Smith Cousino (WSC), was selected as the company best able to meet the project's requirements.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama does hereby authorize the City Manager to execute a professional services agreement with White & Smith, LLC for Zoning Ordinance update services in the amount of $349,154.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 15th day of September 2026.

_____
Mayor

ATTEST:

_____
City Manager

City of Auburn

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into on this _____ day of _____, 2026, by and between White & Smith, LLC (dba White Smith Cousino), hereinafter called the Firm and the **City of Auburn, Alabama**, hereinafter called the City;

WHEREAS, the City desires to engage the Firm to provide professional services for the

PLANNING SERVICES –
CITY OF AUBURN ZONING ORDINANCE UPDATE

WHEREAS, the Firm desires to accept such engagement, upon and subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the City and the Firm hereby agree as follows:

ARTICLE 1 - ENGAGEMENT AND SCOPE

1.1 The City hereby engages the Firm to provide professional services in accordance with the Contract Documents (defined in Section 4.1 hereof), including the Firm's " **PROPOSAL** ", which is attached hereto as Exhibit A and made a part hereof, with respect to Consulting Services for the project named above, and the tasks described in Section 1.2 hereof (the "Services"), and the Firm hereby accepts such engagement, upon the terms and conditions hereinafter set forth.

1.2 The Firm shall provide, furnish and perform all necessary labor and services and provide and furnish all necessary supplies, materials and equipment required to complete the Services in accordance with the Contract Documents. The **Services** to be done shall include the following:

AS OUTLINED IN "DETAILED SCOPE OF WORK" ATTACHED IN EXHIBIT A.

1.3 If the Firm is of the opinion that any services requested hereunder are beyond the scope of the Services as provided in the Contract Documents, the Firm shall promptly notify the City in writing of such opinion and the reasons for the same, with specific references to the Contract Documents.

1.4 No additional services beyond the scope of the Services as provided in the Contract Documents shall be performed by the Firm unless the City shall, in writing, have specifically directed such services to be performed, and a Change Order (hereafter defined) shall have been signed by the City and the Firm. In the event of noncompliance with the foregoing, the Firm shall neither have nor make any claim for additional compensation by reason of a claim for additional services.

1.5 The term "**Change Order**" as used herein is a written order to the Firm, issued and signed by the City after execution of this Agreement, authorizing a change in the Services. Unless the Firm requests a modification in such Change Order, the Firm shall sign the Change Order and return a copy thereof to the City within ten (10) business days after it has received the same. The Firm shall have ten (10) business days from its receipt of a Change Order within which to request a modification thereto. Failure of Firm to respond to a Change Order within such ten (10) day period shall be deemed to signify Firm's acceptance of such Change Order as if Firm had signed the same without modification. If Firm requests a modification of a Change Order, the City shall have ten (10) business days from receipt of such request to accept such modification in writing. If not so accepted, such request is deemed to be rejected.

ARTICLE 2 - TERM AND FORCE MAJEURE

2.1 Subject only to Change Order(s) or the provisions for termination set forth in Article 9 below, the Firm shall commence the Services within **7 days** after the date of this Agreement and shall complete the same within **twenty-nine (29) calendar months** thereof, unless extended by the project manager.

2.2 If the Firm is delayed at any time in the progress of the Services by labor disputes, fire, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other causes beyond the Firm's control and without the fault or negligence of Firm, the Firm shall prepare and submit to the City within five (5) calendar days of the occurrence a written report of its assessment of the occurrence and any proposed amendment to the Term. The Firm shall proceed with due diligence to alleviate any such delay and shall continue in the performance of its obligations hereunder. The City may determine, in its sole discretion, after the receipt of such notice of delay from the Firm, whether to terminate this Agreement in accordance with Article 9 hereof or extend the Term by Change Order for such time as the City may determine.

ARTICLE 3 - COMPENSATION AND METHOD OF PAYMENT

3.1 The City shall pay the Firm a fee for completion of the Services determined in accordance with the Cost Proposal. The fee payable to the Firm hereunder on a time and materials basis for services rendered in accordance with the attached proposal (Exhibit A) shall not exceed the "Contract Price" of ***$349,154 (three hundred forty-nine thousand, one hundred fifty-four dollars)*** unless the Firm has requested, and the City has authorized in writing, an increased amount. Should the Firm anticipate exceeding the Contract Price, the Firm shall notify the City in writing and request a Change Order stating in detail the reasons why the Contract Price will be exceeded and the Firm's best estimate of the number of hours and additional expenses the Firm will require to complete the services. If a request to increase the Contract Price is made but not accepted, the Firm shall still be obligated to continue providing services until the Services is completed. If the City and the Firm agree upon a modification to the Contract Price, a Change Order shall be issued with respect thereto.

3.2 The Firm shall submit an invoice to the City monthly based, as applicable, upon the percentage of Services completed and expenses incurred as of the billing period. Each such invoice shall also contain the Firm's certification that the task or portion of the Services described in the invoice has been completed in accordance with the Contract Documents, that the amount of all items due has been paid, and that the amount of such invoice is due to the Firm.

3.3 Prior to the payment of the invoice, the City will review the data provided by the Firm. The Firm will be required to correct any errors or inaccuracies discovered by the City at no additional cost to the City. Once all discrepancies are corrected the City shall pay the full amount of the invoice within twenty-eight (28) calendar days. If, however, the City objects to all or any portion of any invoice, the City shall so notify the Firm of the same, stating the reasons for the objection. The City shall be entitled to withhold payment of any amounts in dispute. The parties shall immediately make every effort to settle any disputed portion of the invoice.

ARTICLE 4 - CONTRACT DOCUMENTS

4.1 The Contract Documents consist of this Agreement, the Proposal, and attached Exhibit(s), all Amendments and all accepted Change Orders. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Services. The Contract Documents are complementary, and what is required by anyone shall be deemed to be required by all. In the event of any conflict between the terms of this Agreement and the other Contract Documents, the terms of this Agreement shall control.

ARTICLE 5 - CITY RESPONSIBILITIES

5.1 The City shall direct its officers, agents, other consultants and employees to render all reasonable assistance and provide available data to the Firm in connection with its performance of the Services under this Agreement. The City agrees to furnish to the Firm copies of any previous reports, data and drawings which may be available and are pertinent to the Services. All such data provided shall remain the property of the City and shall be returned to the City promptly.

5.2 The City shall respond to all submitted questions regarding the agreement within two (2) business days.

ARTICLE 6 - FIRM'S REPRESENTATIONS AND RESPONSIBILITIES

6.1 The Firm represents to the City that it has the authority to enter into this Agreement and to perform the Services, and that it is licensed to do business within the City of Auburn and authorized to conduct business in the State of Alabama. The Firm further represents that all Services performed by it hereunder (a) will be in conformance with the terms of the Contract Documents; (b) will be performed by the proper number of experienced, skilled and licensed personnel, qualified by education and experience to perform their assigned tasks; and (c) will conform to the standard of care, skill and diligence exercised by professional city planners performing the same or similar services.

Firm is responsible for making an independent evaluation and judgment of all conditions affecting performance of the Services, including without limitation applicable federal, state, and local laws and regulations, and all other contingencies or considerations.

Firm's responsibilities under this section shall not be delegated. Firm shall be responsible to City for negligent acts, errors, or omissions of Firm's and for conduct failing to comply with the standard of care.

Firm is responsible for making an independent evaluation and judgment of all conditions affecting performance of the Services and shall, in accordance with the standard of care, prepare plans, reports, and/or other instruments of service in such a way that additional costs will not be incurred beyond the approved budget.

Whenever the scope of Services requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Firm is entitled to payment for such Services, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the Services, and shall not relieve the Firm of responsibility for complying with the standard of care or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards.

6.2 The Firm shall at all times enforce strict discipline and good order among its employees and shall not employ for the Services (a) any person, firm or corporation not skilled and licensed, if required, in the task assigned to him, or (b) anyone who might endanger himself, others or the project. In the accordance with the standard of care, the Firm shall be responsible to the City for the acts and omissions of its employees, agents, and other persons performing any of the Services for the Firm. The City reserves the absolute right to require the immediate removal of any such unskilled, untrained or unfit person, firm or corporation from participation in the Services.

ARTICLE 7 - PROTECTION OF PERSONS AND PROPERTY

7.1 The Firm agrees to advise fully all of its employees and others working for the Firm concerning environmental, safety and health procedures required by applicable state or federal law, regulation or order or required by the City; and to take the steps necessary to assure that such procedures are complied with.

ARTICLE 8 - INSURANCE AND HOLD HARMLESS AGREEMENT

The Firm will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance, professional liability insurance and workers' compensation insurance. Limits of liability for automobile liability insurance shall be, at a minimum, $1,000,000.00 combined single limit. Limits of liability for general liability

insurance shall be, at a minimum, $1,000,000.00 per occurrence, $1,000,000.00 personal and advertising injury, $1,000,000.00 general aggregate and $1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability. Limits of liability for professional liability insurance shall be, at a minimum, $1,000,000.00 per claim and $1,000,000.00 aggregate. If the general liability insurance and/or the professional liability insurance is on a claims-made basis, the Firm will maintain coverage in force for a period of two (2) years following completion of the Services specified in the Agreement at the limits of coverage specified in this paragraph. Workers' compensation insurance shall provide statutory workers' compensation insurance and employers' liability coverage with limits of, at a minimum, $500,000.00 each accident, $500,000.00 disease – each employee and $500,000.00 disease policy limit. The Firm is responsible for the payment of any deductibles or self-insured retentions. The Firm's insurance is primary. If the Firm carries higher coverage limits than those specified above, the higher coverage limits will apply.

The certificate of insurance shall provide the City with thirty (30) days written notice of cancellation of any of the coverage named in said certificate with waivers of subrogation in favor of the City for each of the coverages listed on the certificate of insurance.

The City will be named as an additional insured under the Firm's general liability insurance and automobile liability insurance policies.

The Firm shall require certificates of insurance from sub consultants. These certificates shall evidence waivers of subrogation in favor of the Firm and the City and shall be made available to the City upon request.

The Firm agrees to indemnify and hold harmless the City, its officials, representatives, servants, and employees (collectively, City) from all suits, damages, judgments, liability and expense, including reasonable attorneys' fees and litigation expenses, to the extent determined by a court of competent jurisdiction to have been caused by the fault or negligence of the Firm, or its sub consultants or anyone for whom the Firm is legally liable, in the performance of the Services under this Agreement. This obligation will survive the payment of any losses by the Firm's insurance company.

ARTICLE 9 - TERMINATION

9.1 If either party is of the opinion that the other party has breached the terms of Agreement, it may give the other party thirty (30) days written notice of such breach. The other party shall have thirty (30) days to cure such breach and if it fails to do so, and it has in fact breached the Agreement, then the party giving such notice may terminate this Agreement. Upon completion of the Services, as accepted by the City, or upon receipt of the aforesaid notice of termination, Firm shall deliver to the City all of the following:

(a) All drawings, documents, reports and all other Services relating in any way to any portion of the Services. The instruments of service, including without limitation, all writings, Services sheets,

reports, recordings, drawings, files, detailed calculations and other instruments of service, whether complete or incomplete, of Firm resulting from services rendered pursuant to this Agreement, shall become the property of City upon payment in full for services performed in accordance with the Contract Documents. Firm grants the City a perpetual license to retain and use the instruments of service, and all derivatives therefrom. City acknowledges that its use of the instruments of service is limited to the purposes contemplated by the scope of Services and that the Firm makes no representation of the suitability of the instruments of service for use in or application to circumstances not contemplated by the scope of Services.

Documents submitted to the City in electronic format shall be formatted according to specifications provided by the City, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Suite (2010) format as appropriate for the particular instruments of service or, if directed by the City Representative in Adobe Acrobat PDF format.

(b) Executed Release of Liens and Claims by stating that all bills have been paid and no claims exist against the City.

(c) Final itemized invoice for payment. The Firm shall be paid for services performed in accordance with the Contract Documents to the date of termination less any setoffs which the City may have.

ARTICLE 10 - MISCELLANEOUS

10.1 Firm shall only take instructions from the person or persons who are authorized in writing by the City to give the same.

10.2 The Services shall be performed by Firm in such a manner and at such times so as to not interfere or interrupt the City's operations.

10.3 This Agreement does not and shall not be construed to create any partnership or agency whatsoever.

10.4 This Agreement shall be subject to and governed by the laws of the State of Alabama. The Services and performance of same shall comply with all applicable City, county, state and federal codes, rules, regulations and orders.

10.5 Failure to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provision hereof.

10.6 This Agreement may not be modified except by Change Order or written Amendment executed by the parties hereto.

10.7 The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.

10.8 Legal actions arising from this agreement will be filed in the Circuit Court of Lee County, Alabama, located in Opelika, Alabama or the Federal District Court for the Middle District of Alabama – Eastern Division located in Opelika, Alabama.

10.9 Firm may not assign this agreement without the written permission of the City.

10.10 During the performance of services under this Agreement, Firm may gain access to and use City information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the City. Firm agrees that it will not use any information obtained as a consequence of the performance of services under this Agreement for any purpose other than fulfillment of Firm's scope of Services , to protect all City Information and treat it as strictly confidential and proprietary to City, and that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party, other than its own employees, agents who have a need for the City Information for the performance of services under this Agreement, without the prior written consent of City, or as required by law. Firm shall treat all records and instruments of service prepared or maintained by Firm in the performance of this Agreement as confidential. However, the Firm incurs no liability under this section with regard to use or disclosure of City Information that is otherwise publicly available.

A violation by Firm of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Firm's obligations under this section shall survive the completion of services, expiration or termination of this Agreement.

******SIGNATURE PAGE NEXT SHEET*******

IN WITNESS, THEREOF the parties hereto have executed this agreement on the day and date written above in two (2) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original contract.

Kelly Cousino

AUTHORIZED SIGNATURE

Kelly Cousino, AICP

PRINTED NAME

Partner

TITLE

White & Smith, LLC (dba White Smith Cousino)

FIRM'S NAME

Post Office Box 20954

STREET ADDRESS

Charleston, SC 29413

CITY, STATE

(843) 882-5821

TELEPHONE NUMBER

n/a

FAX NUMBER (Optional)

NOTARY PUBLIC STATE OF TEXAS

Dorothy Michel

ID NUMBER
134720444
COMMISSION EXPIRES
January 18, 2028

THE CITY OF AUBURN, ALABAMA
A Municipal Corporation

ATTEST:

Dorothy Michel

ASSISTANT CITY CLERK

BY: _____
CITY MANAGER

Electronically signed and notarized online using the Proof platform.

Exhibit A

DETAILED SCOPE OF WORK

FOR THE

CITY OF AUBURN ZONING ORDINANCE UPDATE

City of Auburn Zoning Ordinance Update

Detailed Scope of Work

June 17, 2026

Phase 1: Code Assessment and Module 1 (Updates to UC and UNW Districts) 2

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Task 1.2. Drafting Rules and Style Guide 2
Task 1.3. Project Coordination 2
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Task 2. Code Assessment Report 3
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Task 5.2. Module 2 Public Review Meetings 7
Task 6. Module 3: Development & Design Standards 8
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Task 7.2. Module 4 Public Review Meetings 9
Task 8. Adoption of Combined Zoning Ordinance 9
Task 8.1. Combined Public Review Draft 9
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Task 8.3. Final Edits (if any) to ZO as Directed by Council 10
Task 9. Bound Copies of the Adopted Ordinance 10

DRAFT

Additional Services as Needed..... 10

Phase 1: Code Assessment and Module 1 (Updates to UC and UNW Districts)

Task 1. Project Initiation and Project Management

Task 1.1. Document Review

We will review relevant planning documents, including the CompPlan 2030, relevant area plans, the current Zoning Ordinance, Subdivision Regulations, and other applicable development codes.

Task 1.2. Drafting Rules and Style Guide

We will prepare Microsoft Word formatted documents and templates to provide a general set of rules to ensure consistency in the preparation of the ZO Update. We will provide a draft and discuss it with staff. We will then incorporate those comments into the final draft.

- **Meetings:**
    - Staff (1, virtual)
- **Deliverables:**
    - Staff Review Draft of Drafting Rules and Style Guide
    - Final Drafting Rules and Style Guide

Task 1.3. Project Coordination

We will engage in virtual meetings with the Staff Technical Advisory Committee (STAC) on a monthly basis. These project coordination meetings will provide progress updates, allow coordination of meetings, facilitate review of drafts, and ensure follow-up on assigned tasks. We will also engage the Steering Committee for review of Detailed Drafts during Drafting Modules 2-4.

- **Meetings:**
    - STAC (monthly, virtual)
    - Steering Committee (at designated points in the drafting process)

Task 1.4. Ongoing Engagement

The Consultant Team and City staff will collaborate on ongoing engagement to ensure the public receives timely updates on the project status, can review project drafts, and is aware of opportunities for feedback.

Task 1.4.1. Survey

City Staff is developing a survey that will be released after discussion with Council.

Task 1.4.2. Project Website

City Staff will maintain a project website as part of the City's website (https://www.auburnal.gov).

Task 1.4.3. Online Document Management

The Consultant Team will develop a site on Konveio to allow the STAC and Steering Committee to comment on drafts and receive project updates.

Task 2. Code Assessment Report

Task 2.1. Code Assessment Report

In this task, we will conduct a detailed review and diagnostic examination of the City's current ZO to assess the following:

- Function and Flow: Evaluate ease of use and efficiency of layout;
- Internal Consistency: Identify conflicts within the Zoning Ordinance and between the ZO and other adopted City policies (Engineering, Environmental Health, Public Utilities, etc.);
- Accuracy: Identify typographical, technical, or graphical errors or omissions; and
- Statutory Compliance: Evaluate compliance with the Code of Alabama for zoning, building, and land development.

Our analysis will be thorough and will identify areas of deficiency, especially those related to changes in legislation and planning practices.

The Analysis will result in a detailed report assessing the current regulations, including identification of areas of deficiency and preliminary recommendations to address these deficiencies. We will provide a draft report for staff review, meet virtually with the Staff TAC to discuss any needed revisions, and prepare a final version that incorporates these changes.

The Analysis establishes the topics we will address during development of the Zoning Ordinance and, in combination with the Annotated Outline, essentially serves as a detailed scope of work for the drafting phase.

- **Meetings:**
    - Staff TAC (1, virtual)
    - Steering Committee (1, virtual/in-person)
    - Planning Commission (1, in-person)
    - City Council (1, in-person)
- **Task 2.1 Deliverables:**
    - Draft Code Assessment for STAC review
    - Public review draft with revisions based on STAC comments presented to:
        - Steering Committee
        - Planning Commission
        - City Council
    - Final draft incorporating SC/PC/CC input

Task 2.2. Annotated Outline for Zoning Ordinance Update

In conjunction with Task 2.1, we will prepare an outline of the updated Zoning Ordinance. The Outline will provide an overview of the proposed revised structure of the Zoning Ordinance, including cross-references to existing code sections. This will provide a "blueprint" for the drafting phase of the project.

- **Task 2.2 Deliverables:**
    - Draft Outline for STAC review
    - Public review draft Outline with revisions based on STAC comments presented (during Task 2.1 meetings) to:
        - Steering Committee
        - Planning Commission
        - City Council
    - Final draft incorporating SC/PC/CC input

Task 3. Module 1: UC and UN-W Update

Task 3.1. Stakeholder Meetings & Staff-Led Tour

We will conduct an in-person meeting with the Downtown Design Review Committee to discuss issues relating to the UC and UN-W Districts. If desired by the City, we will also conduct a series of stakeholder meetings with other groups identified by the City's Project Manager. The stakeholder meetings will be in-person or virtual, depending on the participants' availability when the Consultant Team is in Auburn.

The Team will also participate in a staff-led tour of the UC and UN-W Districts to increase our understanding of the local context, observe examples of favorable and unfavorable development outcomes, and collect images for use in the Zoning Ordinance Update.

- **Meetings:**
    - DDRC (in-person)
    - Development professionals (in-person/virtual)
    - Design professionals (in-person/virtual)
    - Major landowners (in-person/virtual)
    - Others (in-person/virtual)
    - Staff-led tour (in-person)

Task 3.2. Drafting Module 1: UC and UNW Districts

We will begin with Module 1 to update the Urban Core and Urban Neighborhood West District standards, including private dormitory and multiple-unit developments. This module will be prepared for immediate adoption by City Council (by November 30, 2026, unless the moratorium is extended).

We will prepare two review drafts for Module 1, and we will revise the final draft with any changes by the Council during the adoption process. Working closely with City staff, we will prepare a Concept Draft for review by the STAC. We will meet virtually with staff as needed to discuss their preferences and questions relating to the Concept Draft. The City's Project Manager will provide the consultants with a consolidated set of comments from the STAC that provides clear direction on all desired revisions. Unlike the other modules, Module 1 will not include a second detailed draft for review by the Steering Committee to ensure completion of the draft for adoption on the City's preferred timeline.

The team or City staff will review the Community review draft with the DDRC. The Community Review Draft will then be submitted to the Planning Commission and City Council for the formal adoption process. At the beginning of Task 8, Adoption of Combined Zoning Ordinance Update, we will produce

a consolidated Public Hearing Draft that combines Module 1 (as adopted by Council) with the content to be prepared in Modules 2-4.

As needed, we will coordinate with the City Attorney to resolve legal matters that arise during drafting. We will also meet virtually with the City's Project Manager and other staff as needed during the drafting process to discuss questions or needed direction.

Each draft will include footnotes that annotate proposed revisions to current text and indicate where the ZO proposes new standards. We find this to be an effective way to explain the rationale behind proposed changes, as well as the potential impact on the community, since the explanation is provided in context with the proposed standards.

- **Meetings (all virtual):**
  - Meeting(s) with City staff and STAC to discuss the concept draft
  - Meeting with the Downtown Design Review Committee to discuss the Community Review Draft
- **Task 3.2 Deliverables:**
  - Task 3.2.1. Concept Draft for STAC review
  - Task 3.2.2. Community Review Draft

Task 3.3. Adoption of New UC and UNW Standards

Module 1 will be presented for adoption immediately after its completion. All modules will be presented together for adoption as the Public Review Draft when they are all complete.

Task 3.3.1. Community Open House.

City staff will conduct an open house to present the Community Review Draft to the community. WSC will attend the open house and support staff's efforts. The open house format will allow community members to focus on topics of interest to them and ask questions of the Consultant Team and City staff before the start of the formal adoption process.

Task 3.3.2. Planning Commission Meeting

Project Manager Sean Scoopmire and one other WSC Team member will attend and support City staff in presenting the draft at a meeting with the Planning Commission to review the Community Review Draft, focusing on proposed major changes from the current regulations.

Task 3.3.3. City Council Meeting

Project Manager Sean Scoopmire and one other WSC Team member will attend and support City staff in presenting the draft at a City Council meeting. The team will present the Community Review Draft of Module 1 to the Council, focusing on proposed major changes from the current regulations and noting any changes recommended as a result of the Planning Commission meeting.

- **Meetings:**
  - Community open house (1, in-person)
  - Planning Commission meeting for review and recommendation (October, unless moratorium is extended) (1, in-person)
  - City Council review and action (November, unless moratorium is extended) (1, in-person)

Task 3.3.4. Final Adopted Version of Module 1

The Consultant Team will incorporate all changes directed by the Council.

- **Task 3.3.4 Deliverable:**
  - Final Edits (if any) to Module 1 as directed by Council during the adoption process.

Phase 2: Modules 2, 3, and 4 (Entire Zoning Ordinance, except for Module 1)

Task 4. Community Engagement

Task 4.1. Phase 2 Kick-Off Meetings & Staff-Led Tour

During this task, we will participate in kick-off meetings with the City's Project Manager and key staff to discuss the project scope, schedule of public engagement and deliverables, and phasing of project milestones.

We will conduct a meeting with the City Council for a high-level overview of direction (uses, design, etc.). This meeting can be a workshop with the entire Council or can be individual meetings with members.

The Task 4.1 meetings with staff and City Council will be in-person and are expected to occur over two days.

We will also conduct in-person or virtual meetings with stakeholder groups identified by the City's Project Manager, which may include the groups listed below. The stakeholder meetings will be in-person or virtual, depending on the participants' availability when the Consultant Team is in Auburn.

The primary goal of these meetings is to confirm the issues identified in the Code Assessment Report that we will address in the Zoning Ordinance rewrite. We will prepare an Issues Summary that reflects input received during Task 4.1, which will become part of the Code Assessment Report (Task 2.1).

The Team will also participate in a staff-led tour to increase our understanding of the local context, observe examples of favorable and unfavorable development outcomes, and collect images for use in the Zoning Ordinance Update.

- **Meetings (in-person):**
  - City Staff (in-person)
  - Staff-Led Tour (in-person)
  - City Council (in-person)
  - Stakeholder meetings (total of 6):
    - Development professionals (in-person/virtual)
    - Design professionals (in-person/virtual)
    - Major landowners (in-person/virtual)
    - Others (in-person/virtual)
- **Deliverables:**
  - Issues Summary

Task 4.2. Community Open House

The WSC Team will conduct an open house to introduce the project and schedule to the community. Our team will solicit feedback from the community on what is and is not working for development in Auburn. The team may develop a visual preference survey to help the community evaluate preferred development styles.

- **Meetings:**
    - Community open house (1, in-person)

Task 5. Module 2: Zoning Districts & Use Regulations

Task 5.1. Drafting of Module 2: Zoning Districts & Use Regulations.

Module 2 will focus on current Articles III (Establishment of Zoning Districts); IV (General Regulations); and V (Detailed Use Regulations). The same process will be used to draft and review Modules 2-4. These modules will be prepared for final adoption at the same time after completion of Module 4.

The general process for drafting will include the drafts and review as provided for Module 1, except that Modules 2-4 will include another round of drafting and review.

The Consultant Team will prepare a Concept Draft, Detailed Draft, and Community Review Draft for review by the STAC and Steering Committee for Module 2. We will use the STAC's comments on the initial Concept Draft to produce a Detailed Draft for review by the STAC and Steering Committee. We will review the Detailed Draft with the Steering Committee in a virtual meeting and will incorporate their comments into a revised Community Review Draft as directed by the City's Project Manager.

Instead of immediate adoption, as will occur for Module 1, the Consultant Team will receive feedback from the public review meetings and incorporate any changes directed by the City's Project Manager into a Combined Public Review Draft as provided in Task 8.1.

- **Meetings (all virtual):**
    - Meeting(s) with STAC to discuss the Concept Draft
    - Meeting with the Steering Committee to discuss the Detailed Draft

Task 5.2. Module 2 Public Review Meetings

The public review meetings for Module 2 will follow the same process as Module 1.

- **Meetings:**
    - Community open house (1, in-person)
    - Planning Commission meeting for review and recommendation (1, in-person)
    - City Council review and action (1, in-person)
- **Task 5 Deliverables:**
    - Task 5.1.1. Concept Draft for STAC review
    - Task 5.1.2. Detailed Draft for STAC and Steering Committee review
    - Task 5.1.3. Community Review Draft

Task 6. Module 3: Development & Design Standards

Task 6.1. Drafting of Module 3: Development & Design Standards.

Module 3 will focus on current Articles IV (General Regulations); V (Detailed Use Regulations); and VI (Signs). The same process will be used to draft and review Modules 2-4. These modules will be prepared for final adoption at the same time after completion of Module 4.

The general process for drafting will include the drafts and review as provided for Module 1. The Consultant Team will prepare a Concept Draft, Detailed Draft, and Community Review Draft for review by the STAC and Steering Committee.

Instead of immediate adoption, as will occur for Module 1, the Consultant Team will receive feedback from the public review meetings and incorporate any changes directed by the City's Project Manager into a Combined Public Review Draft as provided in Task 8.1.

- **Meetings (all virtual):**
    - Meeting(s) with STAC to discuss the Concept Draft
    - Meeting with the Steering Committee to discuss the Detailed Draft

Task 6.2. Module 3 Public Review Meetings

The public review meetings for Module 3 will follow the same process as Module 1.

- **Meetings:**
    - Community open house (1, in-person)
    - Planning Commission meeting for review and recommendation (1, in-person)
    - City Council review and action (1, in-person)
- **Task 6 Deliverables:**
    - Task 6.1.1. Concept Draft for STAC review
    - Task 6.1.2. Detailed Draft for STAC and Steering Committee review
    - Task 6.1.3. Community Review Draft

Task 7. Module 4: Administration & Procedures

Task 7.1. Drafting of Module 4: Administration & Procedures

Module 4 will focus on current Articles I (Title, Purpose and Jurisdiction); II (Definitions); VII Nonconformities); VIII (Development Approval Process); and IX (Administration and Enforcement). The same process will be used to draft and review Modules 2-4. These modules will be prepared for final adoption at the same time after completion of Module 4.

The general process for drafting will include the drafts and review as provided for Module 1. The Consultant Team will prepare a Concept Draft, Detailed Draft, and Community Review Draft for review by the STAC and Steering Committee.

However, instead of immediate adoption, as will occur for Module 1, the Consultant Team will receive feedback from the public review meetings and incorporate any changes directed by the City's Project Manager into a Combined Public Review Draft as provided in Task 8.1.

- **Meetings (all virtual):**
    - Meeting(s) with STAC to discuss the Concept Draft
    - Meeting with Steering Committee to discuss the Detailed Draft

Task 7.2. Module 4 Public Review Meetings

The public review meetings for Module 4 will follow the same process as Module 1 but will omit the community open house.

- **Meetings:**
    - Planning Commission meeting for review and recommendation (1, in-person)
    - City Council review and action (1, in-person)
- **Task 7 Deliverables:**
    - Task 7.1.1. Concept Draft for STAC review
    - Task 7.1.2. Detailed Draft for STAC and Steering Committee review
    - Task 7.1.3. Community Review Draft

Task 8. Adoption of Combined Zoning Ordinance

Task 8.1. Combined Public Review Draft

The Consultant Team will combine Modules 1-4 into one Public Review Draft. The Public Review Draft will incorporate all changes requested by the Council during the public review meetings and changes requested by others based on direction from the City's Project Manager.

- **Task 8.1 Deliverable:**
    - Task 8.1. Public Review Draft of Combined Zoning Ordinance

Task 8.2. Adoption Support.

All modules will be presented together for adoption as the Public Review Draft when they are all complete.

Task 8.2.1. Community Open House.

City staff will conduct an open house to present the consolidated Public Review Draft to the community. The WSC team will attend and support staff in the open house format, which will allow community members to focus on topics of interest to them and ask questions of the Consultant Team and City staff before the start of the formal adoption process.

Task 8.2.1. Planning Commission Meeting

Project Manager Sean Scoopmire and one other WSC Team member will attend a meeting with the Planning Commission to support City staff's presentation for the review of the Public Review Draft, focusing on proposed major changes from the current regulations.

Task 8.2.2. City Council Meetings

Project Manager Sean Scoopmire and one other WSC Team member will attend two City Council meetings to support City staff's presentation of the Public Review Draft to the Council, focusing on

proposed major changes from the current regulations and noting any changes recommended as a result of the Planning Commission meeting.

- **Meetings:**
    - Community open house (1, in-person)
    - Planning Commission meeting for review and recommendation (1, in-person)
    - City Council review and action (2, in-person)

Task 8.3. Final Edits (if any) to ZO as Directed by Council

The Consultant Team will incorporate any changes made to the Public Review Draft by Council during the adoption process.

- **Task 8.3 Deliverables:**
    - Task 8.3. Final Edits (if any) to ZO as Directed by Council

Task 9. Bound Copies of the Adopted Ordinance

The Consultant Team will provide five copies of the adopted Zoning Ordinance after all edits are complete.

Additional Services as Needed

The City may elect to direct the consultant to perform these additional services if necessary to the delivery of services.

- Additional Draft – $12,900
- Additional In-Person Trip (2 Days) + Prep* – $6,000 per person
- Additional In-Person Trip (1 Day) + Prep* – $4,400 per person
- Revised Zoning Map – $11,970

**Trips that include charrettes, open houses, or similar events led by the Consultant Team may require additional preparation or costs.*

Auburn, Alabama: Zoning Ordinance Update

June 12, 2026

The Schedule Below Represents the Proposed Delivery Plan. The start date will be adjusted when the Notice To Proceed is issued following execution of the contract.

		2026						2027												2028									
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
PHASE/TASK		06/26	07/26	08/26	09/26	10/26	11/26	12/26	01/27	02/27	03/27	04/27	05/27	06/27	07/27	08/27	09/27	10/27	11/27	12/27	01/28	02/28	03/28	04/28	05/28	06/28	07/28	08/28	09/28	10/28
Phase 1: Code Assessment & Module 1																														
Task 1	**Project Initiation, Monthly Staff TAC Engagement, and Steering Committee Mtgs**																													
1.1	**Document Review**																													
1.2	**Drafting Rules & Style Guide**																													
1.3	**Project Coordination (including monthly Staff TAC meetings)**																													
1.4	**Ongoing Engagement**																													
Task 2	**Code Assessment Report**																													
2.1	**Code Assessment Report**																													
2.2	**Annotated Outline**																													
Task 3	**Module 1: UC and UNW Update**																													
3.1	**Stakeholder Meetings & Staff-Led Tour**																													
3.2	**Drafting Module 1: UC and UNW Districts**																													
3.2.1	Concept Draft for STAC Review																													
3.2.2	Community Review Draft																													
3.3	**Adoption of UC and UNW District Standards**																													
3.3.1	Community Open House																													
3.3.2	Planning Commission Meeting																													
3.3.3	City Council Meetings																													
3.3.4	Final Adopted Version of Module 1																													
Phase 2: Modules 2, 3, and 4 (Entire Zoning Ordinance, except for Module 1)																														
Task 4	**Initial Community Engagment**																													
4.1	**Phase 2 Kick-Off Meetings & Staff-Led Tour**																													
4.2	**Community Open House**																													
Task 5	**Module 2: Zoning Districts & Use Regulations**																													
5.1	**Drafting Zoning Districts & Use Regulations**																													
5.1.1	Concept Draft for STAC Review																													
5.1.2	Detailed Draft for STAC and Steering Committee Review																													
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8.2.1	Community Open House																													
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8.2.3	City Council Meetings																													
8.3	**Final Edits (if any) to ZO as Directed by Council**																													
Task 9	**Bound Copies of Adopted Ordinance**																													
9.1	**Printing of Bound Copies of Adopted Ordinance**																													