AUBURN
ALABAMA

October 2026
Meeting Schedule

1	**City Council Agenda Review,** 4 p.m., City Manager's Conference Room, 144 Tichenor Avenue
2	**Tree Commission**, 11:30 a.m., Harris Center, 425 Perry Street
5	**Planning Commission Packet Meeting,** 12 p.m., DSB Conference Room, 171 North Ross Street
6	**Parks & Recreation Advisory Board,** 11:45 a.m., 425 Perry Street
	Committee of the Whole, 5:55 p.m., Council Chamber, 141 North Ross Street
	City Council, 6:00 p.m., Council Chamber, 141 North Ross Street
7	**Board of Zoning Adjustment**, 4:30 p.m., Council Chamber, 141 North Ross Street
8	**Planning Commission,** 5 p.m., Council Chamber, 141 North Ross Street
13	**Historic Preservation Commission**, 4 p.m., DSB Conference Room, 171 North Ross Street
15	**City Council Agenda Review,** 4 p.m., City Manager's Conference Room, 144 Tichenor Avenue
20	**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
22	**Water Works Board,** 4 p.m., Water Board Conference Room, 1501 West Samford Avenue
29	**City Council Agenda Review,** 4 p.m., City Manager's Conference Room, 144 Tichenor Avenue

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

COMMITTEE OF THE WHOLE

AGENDA

October 6, 2026

5:55 PM

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

2. **MINUTES**. September 15, 2026.

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

4. **ADJOURNMENT**.

CITY OF AUBURN

COMMITTEE OF THE WHOLE

September 15, 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 15, 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**. September 1, 2026.

Councilmember Parsons moved to amend the Special Called Meeting minutes to correct the spelling of candidate Augustus Ayers. The council agreed.

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

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).

Mayor Pro Tem Witten nominated Phil Chansler to the Greenspace Advisory Board.
Councilmember Parsons seconded the motion.

Upon the vote for Phil Chansler the following Councilmembers voted aye: Adams, Coblentz, Dawson, Griswold, Moreman, Parsons, Taylor, Witten, and Mayor Anders.

Mayor Anders said Phil Chansler would be appointed on the regular agenda.

Mayor Pro Tem Witten nominated Michael Buckman to the Greenspace Advisory Board.
Councilmember Parsons seconded the motion.

Upon the vote for Michael Buckman the following Councilmembers voted aye: Adams, Coblentz, Dawson, Griswold, Moreman, Parsons, Taylor, Witten, and Mayor Anders.

Mayor Anders said Michael Buckman would be appointed on the regular agenda.

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).

Mayor Pro Tem Witten asked to suspend the rules to consider allowing Dave DeBaets to serve another term. The council agreed.

Mayor Pro Tem Witten nominated Dave DeBaets to the Industrial Development Board.
Councilmember Coblentz seconded the motion.

Upon the vote for Dave DeBaets the following Councilmembers voted aye: Adams, Coblentz, Dawson, Moreman, Parsons, Taylor, Witten and Mayor Anders. Voting no: Griswold.

Mayor Anders said Dave DeBaets would be appointed on the regular agenda.

Mayor Pro Tem Witten nominated Matt Clegg to the Industrial Development Board.
Councilmember Parsons seconded the motion.

Upon the vote for Matt Clegg the following Councilmembers voted aye: Adams, Coblentz, Dawson, Griswold, Moreman, Parsons, Taylor, Witten and Mayor Anders.

Mayor Anders said Matt Clegg would be appointed on the regular agenda.

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).

Mayor Pro Tem Witten nominated Cynthia Boyd to the Lee County Youth Development Center.
Mayor Anders seconded the motion.

Upon the vote for Cynthia Boyd the following Councilmembers voted aye: Adams, Coblentz, Dawson, Griswold, Moreman, Parsons, Taylor, Witten and Mayor Anders.

Mayor Anders said Cynthia Boyd would be appointed on the regular agenda.

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

None.

6. **ADJOURNMENT**.

There being no further business, the meeting was adjourned at 6:07 PM.

_____
Mayor

ATTEST:

_____
City Manager

Auburn City Council
October 6, 2026
6:00 PM
AGENDA

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

2. **ROLL CALL.**

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

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

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

Employee of the Month

Kris Berry	Water Resource Management

Service Awards

Ashley Cowart	Communications	5 years
Brennan Hopper	Engineering Services	5 years
Kerry Pickard	Fire	5 years
Matt Pavey	Police	5 years
Jason Reaume	Police	5 years
Joshua Thompson	Police	5 years
Coletan Henley	Fire	15 years
Paul Rogers	Public Works	20 years
Scott Pritchard	Parks & Recreation	25 years

Retirees:

David Baker	Engineering Services	15 years
Brandy Ezelle	Engineering Services	24 years

   b. Recognition of retiring councilmember.

c. Committee of the Whole.

d. Announcements.

5. **AUBURN UNIVERSITY COMMUNICATIONS.**

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

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

a. Board vacancy announcements. Appointments November 3, 2026.

1. Building Board of Adjustments. Two (2) vacanices. Terms begin November 3, 2026, and end November 2, 2030.

2. Tree Commission. Three (3) vacancies. Terms begin November 8, 2026, and end November 7, 2029.

3. Parks and Recreation Advisory Board. One (1) vacancy. Term begins December 1, 2026, and November 30, 2030.

8. **CONSIDERATION OF CONSENT AGENDA.**

a. Minutes. September 15, 2026.

b. Alcohol beverages licenses.

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

2. AUC, LLC d/b/a Auburn University Club. 160 – Special Retail – More Than 30 Days. 1502 Club Creek Drive.

3. AUC, LLC d/b/a Auburn University Club. 160 – Special Retail – More Than 30 Days. 1650 Yarbrough Farms Boulevard.

4. Friendship Foods, Inc. d/b/a Country's Barbecue. 150 – Special Retail License – 30 Days or Less. 350 Duncan Drive Green Space.

5. Premium Pours, LLC d/b/a Premium Pours Bartending Sigma Chi. 140 – Special Events Retail ABC License. 737 West Magnolia Avenue.

c. Taxpayer penalty waiver requests.

1. CTC Auburn, LLC.

2. Donghee America, Inc.

d. Contracts and agreements.

1. Boykin Community Center. Tenant Lease Agreements.

2. CARE Humane Society. Animal sheltering services for FY 2027. $214,683.

3. Dell Products and Services (PCs and accessories). Boykin-Donahue Library Computer Equipment. $56,517.92.

4. Machen and McChesney, LLP. Financial Audit Contract Assignment Agreement.

5. Sunbelt Fire, Inc. Purchase twenty (20) sets of Globe Apparel turnout gear. Fire Department. $71,000.00.

6. TDC Pacific Properties. Infrastructure Development Agreement. Sterling Auburn Cottages.

7. Thalamus, LLC. Magnolia Avenue at Ginn Concourse Fiber Project. $63,307.50.

e. Easements and rights-of-ways.

1. Jay Chapman. Accept public right-of-way. Property located at 222 and 230 West Drake Avenue.

2. Farber Quality Construction, LLC. Accept public utility easements, public sidewalk easements, and public rights-of-way. Chambers Map of Auburn. Property located at 618 Martin Luther King Drive.

3. David and Michelle Held. Accept temporary construction easement and approve compensation of $2,680. North College Street and Drake Avenue Intersection Improvements Project. Located at 535 North College Street.

4. JFT Properties, LLC. Accept public lighting and drainage easements. Property located at 726 Harper Avenue.

5. G. E. Mann Properties, Inc. Accept greenway easement. Cole Place Subdivision, Phase 1.

6. John and Elizabeth Schumacher and Charles G. Solomon, KS Huntley, LLC. Accept public rights-of-way and easements. Heard Subdivision #2, Redivision of Lot 11-A and Second Addition Redivision of Lot 24. Property located at 915 and 945 Moores Mill Road.

7. SMB Land, LLC. Accept public drainage and utility easements. Property located at the western terminus of Kennesaw Lane, south of Mrs. James Road.

9. **ORDINANCES.**

a. Moratorium on the conditional use approval of new lounges within the Urban Core, Urban Neighborhood-East, and Urban Neighborhood-West zoning districts. Postponed from September 15, 2026.

b. 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. Postponed from September 15, 2026.

10. **RESOLUTIONS.**

a. Vacation. Bison Trust. Prosper at Plainsman Lake Sewer Easement. Property located at 1803 Kenai Pass. Postponed from September 15, 2026.

b. Tax abatement. Maxim Solutions, Auburn LLC. 967 Stage Road.

c. Contracts and agreements.

1. EAC Enterprises, LLC d/b/a AGX Siteworx. North Donahue Drive Widening Project Phase I. $9,871,653.20

2. Thompson Engineering - North Donahue Drive Widening Project Phase I. $770,861.

11. **OTHER BUSINESS.**

12. **CITIZENS' OPEN FORUM.**

13. **ADJOURNMENT.**

The City Council of the City of Auburn, Alabama, met in regular session on Tuesday, September 15, 2026, at 6:07 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. Committee of the Whole.

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

b. Announcements.

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

Councilmember Taylor said she plans to ask other councilmembers to share their travel allocations to fund her attendance at the National League of Cities conference in March 2027.

Councilmember Witten spoke about recent meetings with her constituents and a tour of the One Voice Women's Home at Northridge Campus.

5. **AUBURN UNIVERSITY COMMUNICATIONS.**

Auburn University SGA Representative Tempie Stokes updated the Council about events at Auburn University.

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

Robert Wilkins (261 Denson Drive) spoke about items 8e1, 8e2, 8e3, and 9a.

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

None.

8. **CONSIDERATION OF CONSENT AGENDA.**

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

Councilmember Griswold removed item 8d4.

Councilmember Witten 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. September 1, 2026. Special Called Meeting and Regular Meeting. **APPROVED**

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

c. Contracts and agreements.

1. Auburn University. Five-Year Public Safety Contract Agreement Renewal. Public Safety Department. FY27 Annual Rate: $6,662,104. **Resolution No. 26-239**

2. Floyd Service Company, Inc. 2026 Yarbrough Tennis Center Outdoor Courts Lighting Installation. $75,600. **Resolution No. 26-240**

3. Westervelt Ecological Services, LLC. Purchase 1,401.12 stream and wetland mitigation credits. Yarbrough Farms Boulevard Extension. $222,795. **Resolution No. 26-241**

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. **Resolution No. 26-242**

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. **Resolution No. 26-243**

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. **Resolution No. 26-244**

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

This item was removed from the consent agenda.

e. Board appointments.

1. Greenspace Advisory Board. Two (2) positions. Terms begin upon appointment and end August 7, 2030.
Resolution No. 26-246 (Phil Chansler and Michael Buckman)

2. Industrial Development Board. Two (2) positions. Terms begin October 10, 2026, and end October 9, 2032.
Resolution No. 26-247 (Dave DeBaets and Matt Clegg)

3. Lee County Youth Development Center Board of Directors. One (1) position. Term begins October 1, 2026, and ends September 30, 2030.
Resolution No. 26-248 (Cynthia Boyd)

d. Easements.

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

City Manager Crouch said this resolution approves a temporary construction easement and authorizes compensation to Owens Family Partnership, LLC. for the use of the property.

Councilmember Griswold asked how this item relates to item 10b2.

Development Services Executive Director Scott Cummings answered the question.

Councilmember Witten motioned that the resolution be adopted.
Councilmember Parsons seconded the motion and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 26-245

9. **ORDINANCES.**

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

City Manager Crouch said this ordinance amends the FY2026 and FY2027 Biennial Budget. She added that this is the second reading.

Councilmember Witten moved to adopt the ordinance.
Councilmember Adams seconded the motion.

Councilmember Griswold said he would vote present because he did not vote for the original budget.

Upon roll call vote, the following Council members voted aye: Parsons, Taylor, Witten, Adams, Coblentz, Dawson, Moreman, and Mayor Anders. Voting no: None. Voting present: Griswold.
Mayor Anders declared the ordinance adopted.
Ordinance No. 3607

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

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

City Manager Crouch said this ordinance will annex approximately 3.39 acres.

Councilmember Coblentz introduced the ordinance.
City Manager Crouch read the ordinance by title.
Councilmember Coblentz 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.

Upon roll call vote, the following Council members voted aye: Taylor, Witten, Adams, Coblentz, Griswold, Moreman, Parsons, and Mayor Anders. Voting no: None. Abstaining: Dawson.
Mayor Anders declared the ordinance adopted.
Ordinance No. 3608

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

City Manager Crouch said this ordinance will annex approximately 0.17 acres.

Councilmember Parsons introduced the ordinance.
City Manager Crouch read the ordinance by title.
Councilmember Parsons motioned that unanimous consent be granted to consider the ordinance on its first reading.
Councilmember Moreman seconded the motion.

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

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

Upon roll call vote, the following Council members voted aye: Witten, Adams, Coblentz, Dawson, Griswold, Moreman, Parsons, Taylor, and Mayor Anders. Voting no: None.
Mayor Anders declared the ordinance adopted.
Ordinance No. 3609

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.

City Manager Crouch said this ordinance rezones approximately 1.35 acres

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.

Councilmember Witten asked what is planned for the property.

Planning Director Justice Wahid Cotton said the owners plan to sell the property.

Councilmembers asked questions about what land uses would be permitted by right if the zoning were changed to Comprehensive Development District.

Planning Director Justice Wahid Cotton answered the questions.

Councilmembers asked if the applicant was present to answer questions and it was determined the applicant was not present.

Councilmember Coblentz moved to postpone the item to October 6, 2026.
Councilmember Dawson seconded the motion and the following members voted aye: Adams, Coblentz, Dawson, Moreman, Parsons, Witten, and Mayor Anders. Voting no: Griswold and Taylor. Mayor Anders declared the item postponed to October 6, 2026.

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.

City Manager Crouch said this ordinance places a moratorium on the conditional use approval of new lounges within the Urban Core, Urban Neighborhood-East, and Urban Neighborhood-West zoning districts.

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.

Councilmember Coblentz moved to postpone the item to October 6, 2026.
Councilmember Dawson seconded the motion and all members voted aye.
Mayor Anders declared the item postponed to October 6, 2026.

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.

City Manager Crouch said this resolution authorizes conditional use approval for a retailer of consumable hemp products. She added that a public hearing was required.

Mayor Anders opened the public hearing.

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

Councilmember Coblentz motioned that the resolution be adopted.
Councilmember Parsons seconded the motion and the following members voted aye: Griswold.
Voting no: Adams, Coblentz, Dawson, Moreman, Parsons, Taylor, Witten, and Mayor Anders.
Mayor Anders declared the resolution failed.

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

City Manager Crouch said this resolution authorizes conditional use approval for Offices and commercial support uses. She added that a public hearing was required.

Mayor Anders opened the public hearing.
Lee Tharp (Kadre Engineering) said he was available to answer questions about the project.

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

Councilmember Dawson asked questions.

Lee Tharp answered the questions.

Councilperson Griswold asked about a constituent's email being added to the record.

City Manager Crouch said they would be attached to the minutes.

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. 26-249

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

City Manager Crouch said this resolution authorizes conditional use approval for a performance residential use. She added that a public hearing was required.

Mayor Anders opened the public hearing.

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

The Council asked questions about the item.

Planning Director Justice Wahid Cotton and Engineering Services Director Michael Griffin answered the questions.

Councilmember Adams motioned that the resolution be adopted.
Councilmember Parsons seconded the motion and the following members voted aye: Adams, Coblentz, Dawson, Parsons, Witten, and Mayor Anders. Voting no: Griswold, Moreman, and Taylor. Mayor Anders declared the resolution adopted.
RESOLUTION No. 26-250

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

City Manager Crouch said this resolution authorizes conditional use approval for a retailer of consumable hemp products. She added that a public hearing was required.

Mayor Anders opened the public hearing.

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

Councilmember Dawson motioned that the resolution be adopted.

Councilmember Parsons seconded the motion and the following members voted aye: Adams, Dawson, Griswold, Parsons. Voting no: Coblentz, Moreman, Taylor, Witten, and Mayor Anders. Mayor Anders declared the resolution failed.

b. Warranty deed and vacation.

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

City Manager Crouch said this resolution vacates a portion of public sanitary sewer easement located at 1803 Kenai Pass. She added that a public hearing was required.

Councilmember Parsons motioned that the resolution be adopted.
Councilmember Witten seconded the motion.

Mayor Anders opened the public hearing.

Jason Breaux (1799 Kenai Pass) spoke about erosion and runoff on his property.

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

Water Resource Management Director Eric Carson spoke about the vacation.

Councilmember Dawson motioned that the resolution be postponed to October 6, 2026.
Councilmember Coblentz seconded the motion and all members voted aye.
Mayor Anders declared the resolution postponed to the October 6, 2026, City Council meeting.

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

City Manager Crouch said this resolution accepts a statutory warranty deed from Owens Family Partnership, 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. 26-251

c. Contracts and agreements.

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

City Manager Crouch said this resolution authorizes the city manager to execute a contract with Foresite Group, 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. 26-252

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

City Manager Crouch said this resolution authorizes the city manager to execute a contract with White & Smith, LLC d/b/a White Smith Cousino.

Councilmember Parsons motioned that the resolution be adopted.
Councilmember Witten seconded the motion and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 26-253

11. **OTHER BUSINESS.**

None.

12. **CITIZENS' OPEN FORUM.**

Laticia Smith (2262 Heritage Ridge Lane) spoke about affordable housing.

Chad Cunningham (516 Owens Road) spoke about a proposed development in the Cary Woods neighborhood.

Bill Dunlop (750 N. Cary Drive) spoke about a proposed development in the Cary Woods neighborhood.

Joanna Abrams (206 Timberdale Court) spoke about a proposed development in the Cary Woods neighborhood.

13. **ADJOURNMENT.**

Councilmember Adams moved that the meeting be adjourned.
Councilmember Witten seconded the motion, and all members voted aye.
The meeting was adjourned at 8:19 p.m.

_____
Mayor

ATTEST:

_____
City Manager

Agenda Item Summary

Item No. 8 b 1

Council Meeting Date	October 6, 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 23-24, 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: 20260904154044988

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: 20260904154044988

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: 20260904154044988

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: 20260904154044988

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: 20260904154044988

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): Raynell Baker

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: 20260904154044988

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: 10/23/2026 Ending Date: 10/24/2026
Special terms and conditions for special event/special retail:
IT IS AN EVENT POP UP AT THE BASEBALL STADIUM PARKING LOT ON 10/23/2026-10/24/2026. 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 10/23/2026-10/24/2026. THEY WILL BE SERVING BEER.

Receipt Confirmation Page

Receipt Confirmation Number: 20260904154044988

Application Payment Confirmation Number: 120722382

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: 9.22.2026

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: **2026090415044988**

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 10/23-24/2026. The property is State-owned; therefore, it is not subject to the City's zoning regulations.

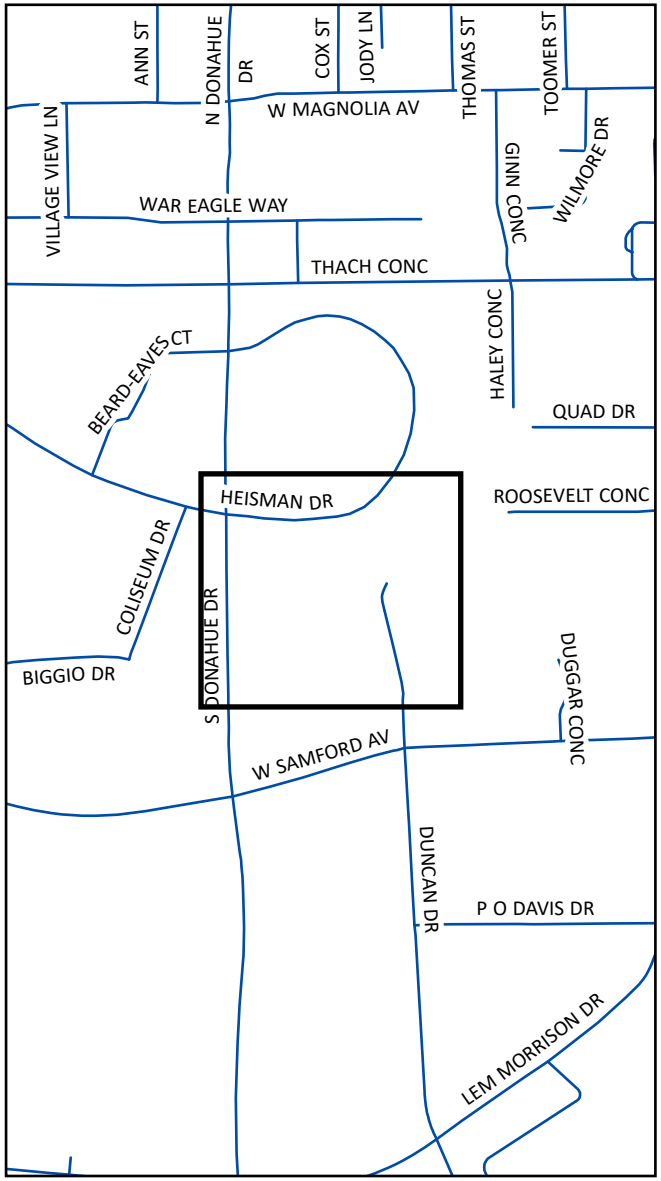
Planning review by: Amber English Date: September 22, 2026

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.

N

Planning Dept.
09/11/2026

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 b 2

Council Meeting Date	October 6, 2026
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:
AUC, LLC d/b/a Auburn University Club
1502 Club Creek Drive
Auburn, AL 36830

Description of item under consideration
Auburn University Club ABC License. Approval of a 160 – Special Retail – More Than 30 Days alcohol beverage license for property located at 1502 Club Creek Drive (Auburn University Club Swim Cabana). The property is zoned Comprehensive Development District (CDD) with an overlay of the Planned Development District (PDD) designation, which permits the use of the property with a Special Retail Liquor license. The ABC license allows for the sale of beer, wine, and liquor on the premises, specifically the pool cabana. Auburn University Club is an existing business that has an alcohol beverage license. This application is for a transfer in ownership. 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: 20260824144836935

Type License: 160 - SPECIAL RETAIL - MORE THAN 30 DAYS **State:** **County:**

Trade Name: AUBURN UNIVERSITY CLUB

Filing Fee:

Applicant: AUC LLC

Transfer Fee: $50.00

Location Address: 1502 CLUB CREEK DRIVE AUBURN, AL 36830

Mailing Address: 1650 YARBROUGH FARMS BOULEVARD AUBURN, AL 36830

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

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 001-230-776

Do you sell Draft Beer?: N/A

Date Incorporated: 01/20/2026 **State incorporated:** AL **County Incorporated:**

Date of Authority:

Federal Tax ID: 41-3738753 **Alabama State Sales Tax ID:** R012924252

Name:	Title:	Date and Place of Birth:	Residence Address:
PAVAN MUNAGALA REDDY 7578063 - AL	OWNER	08/23/1988 TORONTO, ONTARIO, CANADA	1657 SAINT ANDREWS LANE AUBURN, AL 36830
JUSTIN BERRY CRAIN 6150168 - AL	OWNER	04/12/1977 MEMPHIS, TENNESSEE	1669 HERON POINT AUBURN, AL 36830
MASON MICHAEL THROWER 7171300 - AL	OWNER	05/12/1987 OPELIKA, ALABAMA	1632 SLADE COURT AUBURN, AL 36830

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: 20260824144836935

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: PAVAN REDDY
Business Phone: 334-821-8381
Fax:

Home Phone: 334-559-1974
Cell Phone:
E-mail: PAVANREDDY@AUBURNVENTURES.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: AU CLUB
Applicant: AUC SWIM AND TENNIS LLC

Previous Vendor Number: 010564741

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260824144836935

If applicant is leasing the property, is a copy of the lease agreement attached? N/A

Name of Property owner/lessor and phone number: AUC LLC 334-559-1974

What is lessors primary business? BUSINESS

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

Is there any further interest, or connection with, the licensee's business by the lessor? YES

Does the premise have a fully equipped kitchen? YES

Is the business used to habitually and principally provide food to the public? NO

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: 1000

Display Square Footage:

Building seating capacity: 35

Does Licensed premises include a patio area? YES

License Structure: SINGLE STRUCTURE

License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: CITY/TOWN LIMITS

Police protection: CITY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260824144836935

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: 20260824144836935

Initial each — **Signature page**

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

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

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.

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.

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

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.

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.

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): Mason Thrower

Signature of Applicant: [signature]

Notary Name (print): Jessica Wilson Cairo

Notary Signature: [signature]

Commission expires: 10/06/2026

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

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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260824144836935

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? NO
More than 30 days? YES

Franchisee or Concessionaire of above? NO
Other valid responsible organization: YES
Explanation:
COVERS THE POOL HOUSE AND POOL AREA.

Special Events / Special Retail (7 days or less)

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

Other Explanations

Are there any special restrictions, instructions, and/or conditions for this license?: COVERS THE POOL HOUSE AND POOL AREA.
Is the lessor involved in any way with the alcohol beverage business?: OWNS THE PROPERTY AND BUSINESS.
Is there any further interest in, or connection with, the licensee's business by the lessor?: OWNS THE PROPERTY AND BUSINESS.

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20260824144836935

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
AUC SWIM AND TENNIS LLC
Address: 1502 CLUB CREEK DRIVE
AUBURN, AL 36830
Telephone: 334-707-2282

NEW APPLICANT:
AUC LLC
Address: 1650 YARBROUGH FARMS BOULEVARD
AUBURN, AL 36830
Telephone: 334-821-8381

Current License No: 010564741

LICENSED PREMISES ADDRESS: 1502 CLUB CREEK DRIVE AUBURN, AL 36830

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 24th day of August, 2026.

CURRENT LICENSEE (NAMED ON LICENSE)

Print Name: Michael W Thompson
Title: Managing Member

NEW LICENSEE (APPLICANT)

Print Name: Mason Shaver
Title: Managing Member

WITNESS: (By ABC Enforcement) Jessica W. Corro

Revised 9/08

Receipt Confirmation Page

Receipt Confirmation Number: 20260824144836935

Application Payment Confirmation Number: 120419450

Payment Summary	
Payment Item	**Fee**
Transfer Fee for License License 160	$50.00
Total Amount to be Charged	$50.00

Application Type

Application Type: TRANSFER

Applicant Information

License Type 1: 160 - SPECIAL RETAIL - MORE THAN 30 DAYS
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: AUBURN UNIVERSITY CLUB
Applicant Name: AUC LLC
Location Address: 1502 CLUB CREEK DRIVE
AUBURN, AL 36830
Mailing Address: 1650 YARBROUGH FARMS BOULEVARD
AUBURN, AL 36830
Contact Person: Contact PAVAN REDDY
Home Phone: Contact 334-559-1974
Business Phone: Contact 334-821-8381
Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:

ABC Application Business License and Zoning Verification Form

Date: 9.28.2026

Applicant name and address: AUC, LLC
1650 Yarbrough Farms Boulevard
Auburn, AL 36830

Trade Name and location of business: Auburn University Club
1502 Club Creek Drive
Auburn, AL 36830

Alabama ABC Board License Confirmation Number: **20260824144836935**

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 [ ] new application [**x**] 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	[**X**] 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: 160 – Special Retail – More Than 30 Days

Zoning Classification: Comprehensive Development District (CDD) with an overlay of the Planned Development District (PDD) designation

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

Date of Conditional Use approval: N/A

Comments: The property is located with the Yarbrough Farms Planned Development District. Use of the property as a restaurant with a Special Retail Liquor license is permitted.

Planning review by: Amber English Date: September 11, 2026

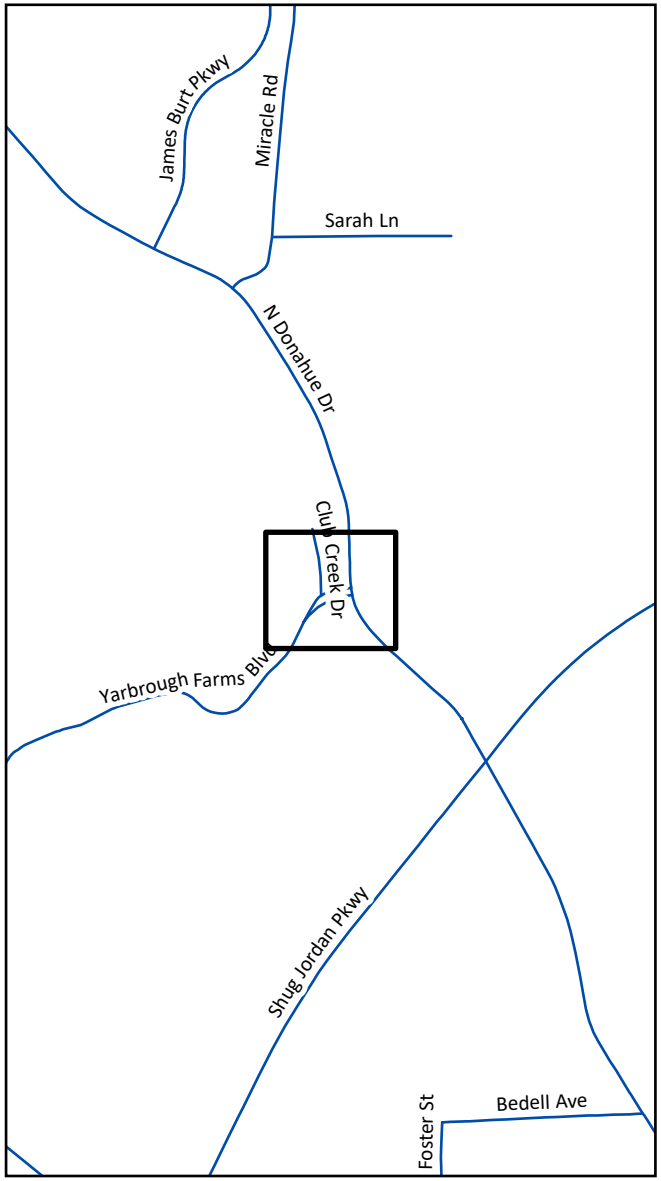
AU Club Swim Cabana

ABC License

Special Retail - More Than 30 Days



Vicinity Map



Subject Property

0 70 140 280

Feet

1 inch equals 187 feet

The applicant is seeking approval for a Special Retail - More Than 30 Days alcohol beverage license located at 1502 Club Creek Drive in the Comprehensive Development District (CDD) zoning district with an overlay of the Planned Development District (PDD) designation.

N

Planning Dept.

09/28/2026

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 b 3

Council Meeting Date	October 6, 2026
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:
AUC, LLC d/b/a Auburn University Club
1650 Yarbrough Farms Boulevard
Auburn, AL 36830

Description of item under consideration
Auburn University Club ABC License. Approval of a 160 – Special Retail – More Than 30 Days alcohol beverage license for property located at 1650 Yarbrough Farms Boulevard (Auburn University Club Clubhouse). The property is zoned Comprehensive Development District (CDD) with an overlay of the Planned Development District (PDD) designation, which permits the use of the property as a restaurant. Auburn University Club is an existing business that has an alcohol beverage license. This application is for a transfer in ownership. 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: 20260824141302697

Type License: 160 - SPECIAL RETAIL - MORE THAN 30 DAYS
990 - TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS

State:

County:

Trade Name: AUBURN UNIVERSITY CLUB

Filing Fee:

Applicant: AUC LLC

Transfer Fee: $100.00

Location Address: 1650 YARBROUGH FARMS BOULEVARD AUBURN, AL 36830

Mailing Address: 1650 YARBROUGH FARMS BOULEVARD AUBURN, AL 36830

County: LEE **Tobacco sales:** YES **Tobacco Vending Machines:**

Product Type: 01 **Type Ownership:** LLC

Book, Page, or Document info: 001-230-776

Do you sell Draft Beer?: N/A

Date Incorporated: 01/20/2026 **State incorporated:** AL **County Incorporated:**

Date of Authority:

Federal Tax ID: 41-3738753 **Alabama State Sales Tax ID:** R012924252

Name:	Title:	Date and Place of Birth:	Residence Address:
PAVAN MUNAGALA REDDY 7578063 - AL	OWNER	08/23/1988 TORONTO, ONTARIO, CANADA	1657 SAINT ANDREWS LANE AUBURN, AL 36830
JUSTIN BERRY CRAIN 6150168 - AL	OWNER	04/12/1977 MEMPHIS, TENNESSEE	1669 HERON POINT AUBURN, AL 36830
MASON MICHAEL THROWER 7171300 - AL	OWNER	05/12/1987 OPELIKA, ALABAMA	1632 SLADE COURT AUBURN, AL 36830

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: 20260824141302697

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: PAVAN REDDY
Business Phone: 334-821-8381
Fax:

Home Phone: 334-559-1974
Cell Phone:
E-mail: PAVANREDDY@AUBURNVENTURES.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: CLUBHOUSE
Applicant: OVERTON BRANDS LLC

Previous Vendor Number: 002217641

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260824141302697

If applicant is leasing the property, is a copy of the lease agreement attached? N/A

Name of Property owner/lessor and phone number: AUC LLC 334-559-1974

What is lessors primary business? BUSINESS

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

Is there any further interest, or connection with, the licensee's business by the lessor? YES

Does the premise have a fully equipped kitchen? YES

Is the business used to habitually and principally provide food to the public? NO

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: 12000

Display Square Footage:

Building seating capacity: 35

Does Licensed premises include a patio area? YES

License Structure: SINGLE STRUCTURE

License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: CITY/TOWN LIMITS

Police protection: CITY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260824141302697

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: 20260824141302697

Initial each — **Signature page**

- In reference to law violations, I attest to the truthfulness of the responses given within the application.
- In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
- 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.
- 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.
- In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
- In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
- 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.
- 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.
- 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): Mason Thrower

Signature of Applicant:

Notary Name (print): Jessica Wilson Cairo

Notary Signature: Jessica Wilson Cairo

Commission expires: 10/06/2026

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

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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260824141302697

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? NO
More than 30 days? YES

Franchisee or Concessionaire of above? NO
Other valid responsible organization: YES
Explanation:
A CLUB HOUSE/COUNTRY CLUB.

Special Events / Special Retail (7 days or less)

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

Other Explanations

Are there any special restrictions, instructions, and/or conditions for this license?: COVERS CLUB HOUSE.
Is the lessor involved in any way with the alcohol beverage business?: OWNS THE PROPERTY AND BUSINESS.
Is ther any further interest in, or connection with, the licensee's business by the lessor?: OWNS THE PROPERTY AND BUSINESS.

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20260824141302697

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
OVERTON BRANDS LLC
Address: 1650 YARBROUGH FARMS BOULEVARD
AUBURN, AL 36830
Telephone: 334-707-2282

NEW APPLICANT:
AUC LLC
Address: 1650 YARBROUGH FARMS BOULEVARD
AUBURN, AL 36830
Telephone: 334-821-8381

Current License No: 002217641

LICENSED PREMISES ADDRESS: 1650 YARBROUGH FARMS BOULEVARD AUBURN, AL 36830

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 24th day of August, 2026.

CURRENT LICENSEE (NAMED ON LICENSE)

Michael W Thompson
Print Name: Michael Thompson
Title: Managing Member

NEW LICENSEE (APPLICANT)

Print Name: Megan Thrower
Title: Managing Member

WITNESS: (By ABC Enforcement) Jessica W. Corro

Revised 9/08

Receipt Confirmation Page

Receipt Confirmation Number: 20260824141302697

Application Payment Confirmation Number: 120418158

Payment Summary	
Payment Item	**Fee**
Transfer Fee for License 160 and 990	$100.00
Total Amount to be Charged	$100.00

Application Type

Application Type: TRANSFER

Applicant Information

License Type 1: 160 - SPECIAL RETAIL - MORE THAN 30 DAYS
License Type 2: 990 - TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS
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: AUBURN UNIVERSITY CLUB
Applicant Name: AUC LLC
Location Address: 1650 YARBROUGH FARMS BOULEVARD
AUBURN, AL 36830
Mailing Address: 1650 YARBROUGH FARMS BOULEVARD
AUBURN, AL 36830
Contact Person: Contact PAVAN REDDY
Home Phone: Contact 334-559-1974
Business Phone: Contact 334-821-8381
Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:

ABC Application Business License and Zoning Verification Form

Date: 9.28.2026

Applicant name and address: AUC, LLC
1650 Yarbrough Farms Boulevard
Auburn, AL 36830

Trade Name and location of business: Auburn University Club
1650 Yarbrough Farms Boulevard
Auburn, AL 36830

Alabama ABC Board License Confirmation Number: **20260824141302697**

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 [ ] new application [**X**] 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	[**X**] 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: 160 – Special Retail – More Than 30 Days

Zoning Classification: Comprehensive Development District (CDD) with an overlay of the Planned Development District (PDD) designation

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

Date of Conditional Use approval: N/A

Comments: The property is located with the Yarbrough Farms Planned Development District. Use of the property as a restaurant with a Special Retail Liquor license is permitted.

Planning review by: Amber English Date: September 11, 2026

AU Club Clubhouse

ABC License

Special Retail - More Than 30 Days



Subject Property

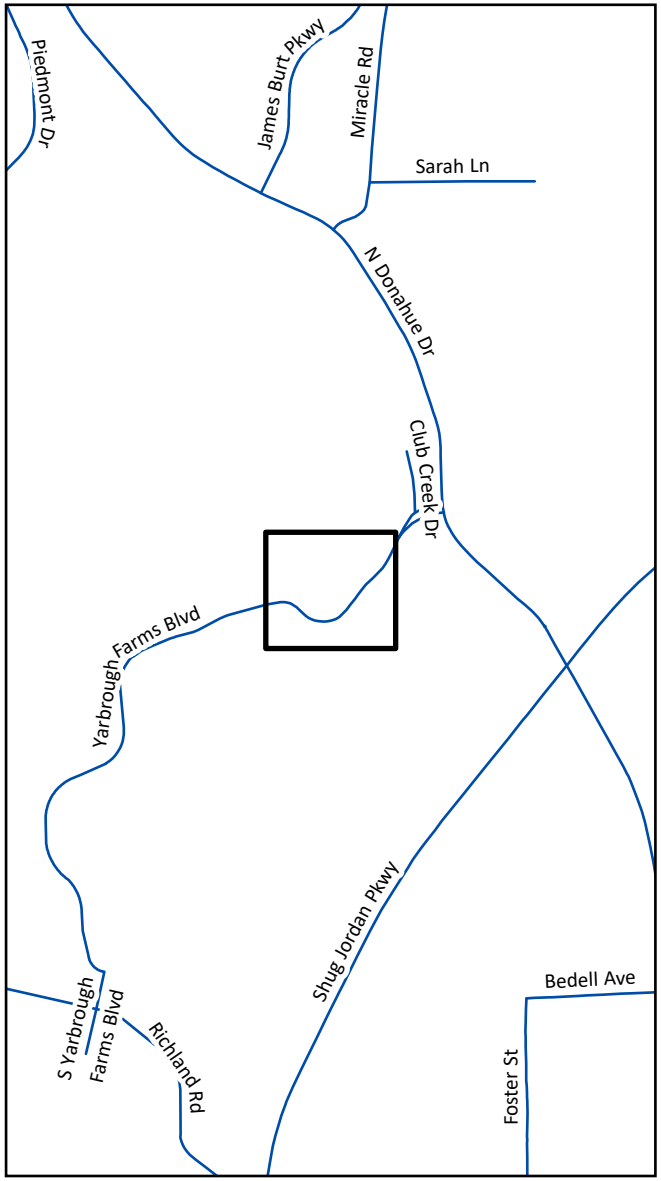
0 75 150 300

Feet

1 inch equals 203 feet

The applicant is seeking approval for a Special Retail - More Than 30 Days alcohol beverage license located at 1650 Yarbrough Farms Boulevard in the Comprehensive Development District (CDD) zoning district with an overlay of the Planned Development District (PDD) designation.

Vicinity Map



N

Planning Dept.

09/28/2026

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 b 4

Council Meeting Date	October 6, 2026
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:
Friendship Foods, Inc d/b/a Country's Barbecue
P.O. Box 1493
Auburn, AL 36830

Description of item under consideration
Country's Barbecue ABC License. Approval of a 150 – Special Retail License – 30 Days or Less alcohol beverage license for property located at 350 Duncan Drive Green Space for special events to be held on the Auburn University campus in October and November 2026 (10/24/26, 11/7/26, and 11/21/26). 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: 20260922093103684

Type License: 150 - SPECIAL RETAIL LICENSE - 30 DAYS OR LESS **State:** $100.00 **County:** $100.00

Trade Name: COUNTRYS BARBECUE **Filing Fee:** $50.00

Applicant: FRIENDSHIP FOOD INC **Transfer Fee:**

Location Address: 350 DUNCAN DR; GREEN SPACE AUBURN, AL 36849

Mailing Address: PO BOX 1493 AUBURN, AL 36830

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

Product Type: **Type Ownership:** CORPORATION

Book, Page, or Document info: 1195 679

Do you sell Draft Beer?: N/A

Date Incorporated: 03/19/1985 **State incorporated:** AL **County Incorporated:**

Date of Authority:

Federal Tax ID: 63-0898280 **Alabama State Sales Tax ID:** 410007256

Name:	Title:	Date and Place of Birth:	Residence Address:
LARRY DAVID WILSON 3668792 - AL	PRESIDENT	03/29/1960 PHENIX CITY, ALABAMA	842 NORTH CARY DRIVE AUBURN, AL 36830

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: 20260922093103684

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: LARRY WILSON
Business Phone: 334-821-8711
Fax:

Home Phone: 334-444-5713
Cell Phone:
E-mail: LARRY@AUBURNCOUNTRYS.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous Vendor Number:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260922093103684

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 334-884-3573

What is lessors primary business? UNIVERSITY

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? NO

Is the business used to habitually and principally provide food to the public? NO

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: 0

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: 20260922093103684

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: 20260922093103684

Initial each — **Signature page**

- [L] In reference to law violations, I attest to the truthfulness of the responses given within the application.
- [L] In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
- [L] 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.
- [N] 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.
- [L] 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.
- [L] 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.
- [L] 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): Larry W. Ison

Signature of Applicant: [signature]

Notary Name (print): CECILIA SMOAK

Notary Signature: Cecilia Smoak

Commission expires: FEBRUARY 13, 2028

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:**

CECILIA SMOAK
Notary Public
Alabama State at Large
My Commission Expires Feb 13, 2028

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260922093103684

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? YES
More than 30 days? NO

Franchisee or Concessionaire of above? YES
Other valid responsible organization: YES
Explanation:
EVENT WILL BE HELD IN THE FENCED IN GREEN SPACE UNDER TENT ON 10/24/26, 11/7/26 AND 11/21/26. BEER, WINE AND LIQUOR WILL BE SERVED

Special Events / Special Retail (7 days or less)

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

Other Explanations

Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: HAS A RETAIL LICENSED LOCATION.
License Covers: FENCED IN GREEN SPACE WITH TENT.
Are there any special restrictions, instructions, and/or conditions for this license?: EVENT WILL BE HELD IN THE FENCED IN GREEN SPACE UNDER TENT ON 10/24/26, 11/7/26 AND 11/21/26. BEER, WINE AND LIQUOR WILL BE SERVED.

Receipt Confirmation Page

Receipt Confirmation Number: 20260922093103684

Application Payment Confirmation Number: 121234750

Payment Summary	
Payment Item	**Fee**
Application Fee for License License 150	$50.00
Total Amount to be Charged	**$50.00**

License Payment Confirmation Number:

Payment Summary			
Payment Item	**County Fee**	**State Fee**	**Total Fee**
150 - SPECIAL RETAIL LICENSE - 30 DAYS OR LESS	$100.00	$100.00	$200.00
Total Amount to be Charged	$100.00	$100.00	$200.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 150 - SPECIAL RETAIL LICENSE - 30 DAYS OR LESS
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: CORPORATION
Trade Name: COUNTRYS BARBECUE
Applicant Name: FRIENDSHIP FOOD INC
Location Address: 350 DUNCAN DR; GREEN SPACE
AUBURN, AL 36849
Mailing Address: PO BOX 1493
AUBURN, AL 36830
Contact Person: LARRY WILSON
Contact Home Phone: 334-444-5713
Contact Business Phone: 334-821-8711
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:
Contact Relationship to Applicant: OWNER

ABC Application Business License and Zoning Verification Form

Date: 9.22.2026

Applicant name and address: Friendship Foods, Inc.
P.O. Box 1493
Auburn, AL 36830

Trade Name and location of business: Country's Barbecue
350 Duncan Drive Green Space
Auburn, AL 36849

Alabama ABC Board License Confirmation Number: **20260922093103684**

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: 150 – Special Retail License – 30 Days or Less

Zoning Classification: Holding District (HD)

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

Date of Conditional Use approval: n/a

Comments: This license is for events scheduled to take place on Auburn University property at 350 Duncan Drive Green Space on 10/24/26, 11/7/26, and 11/21/26. The property is State-owned; therefore, it is not subject to the City's zoning regulations.

Planning review by: Amber English Date: September 22, 2026

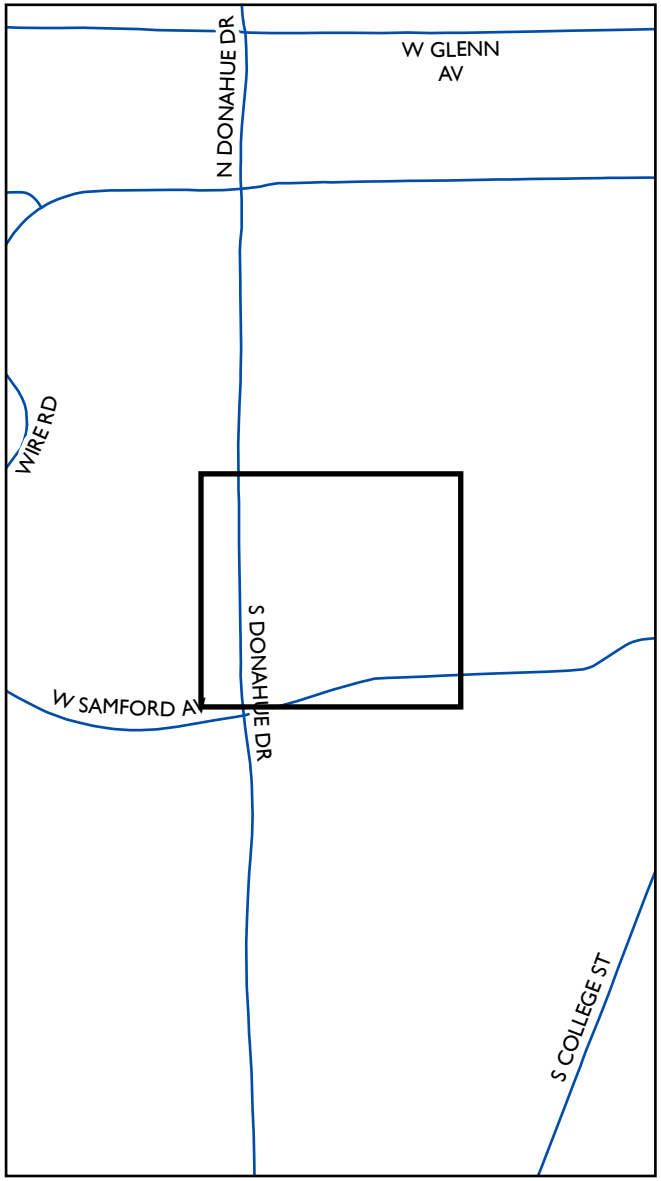
Country's BBQ

ABC License

Special Retail 30 Days or Less



Vicinity Map



Subject Property

0 90 180 360

Feet

The applicant is seeking approval for a Special Retail - 30 Days or Less acohol beverage license located at 350 Duncan Drive in the Holding District (HD) zoning district.

N

Planning Dept.
08/18/2025

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 b 5

Council Meeting Date	October 6, 2026
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:
Premium Pours, LLC d/b/a Premium Pours Bartending Sigma Chi
737 West Magnolia Avenue
Auburn, AL 36832

Description of item under consideration
Premium Pours Bartending Sigma Chi ABC License. Approval of 140 – Special Events Retail alcohol beverage license for property located at 737 West Magnolia Avenue for a special event to be held on the Auburn University campus on November 6, 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: 20260917143253162

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

Trade Name: PREMIUM POURS BARTENDING SIGMA CHI **Filing Fee:** $50.00

Applicant: PREMIUM POURS LLC **Transfer Fee:**

Location Address: 737 W MAGNOLIA AVE AUBURN, AL 36832

Mailing Address: 1254 BURROW CIRCLE OPELIKA, AL 36801

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

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 868356

Do you sell Draft Beer?: N/A

Date Incorporated: 06/17/2021 **State incorporated:** AL **County Incorporated:**

Date of Authority:

Federal Tax ID: 87-1262968 **Alabama State Sales Tax ID:** R011554644

Name:	Title:	Date and Place of Birth:	Residence Address:
ROBERT THOMAS JENKINS 7878997 - AL	OWNER	10/12/1990 AUGUSTA, GA	1254 BURROW CIRCLE OPELIKA, AL 36801

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: 20260917143253162

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: ROBERT JENKINS
Business Phone: 334-707-4169
Fax:

Home Phone: 334-707-4169
Cell Phone:
E-mail: PREMIUMPOURSBARTENDING@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous Vendor Number:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260917143253162

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

Name of Property owner/lessor and phone number: SIGMA CHI FRATERNITY 205-901-0546

What is lessors primary business? FRATERNITY

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? NO

Is the business used to habitually and principally provide food to the public? NO

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: 3500

Display Square Footage:

Building seating capacity: 400

Does Licensed premises include a patio area? YES

License Structure: SINGLE STRUCTURE

License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: CITY/TOWN LIMITS

Police protection: CITY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260917143253162

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: 20260917143253162

Initial each	Signature page
RJ	In reference to law violations, I attest to the truthfulness of the responses given within the application.
RJ	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
RJ	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.
RJ	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.
RJ	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.
RJ	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.
RJ	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): Robert Jenkins

Signature of Applicant: Robert Jenkins

Notary Name (print): CECILIA SMOAK

Notary Signature: Cecilia Smoak

Commission expires: February 13, 2028

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:**

CECILIA SMOAK
Notary Public
Alabama State at Large
My Commission Expires Feb 13, 2028

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260917143253162

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: 11/06/2026 Ending Date: 11/06/2026
Special terms and conditions for special event/special retail:
IT IS A ONE DAY EVENT SERVING BEER, WINE AND LIQUOR AT AN EVENT ON 11/6/26. SERVING WILL BE STRICTLY MONITORED AND END 30 MINUTES BEFORE THE EVENT END TIME.

Other Explanations

Are there any special restrictions, instructions, and/or conditions for this license?: IT IS A ONE DAY EVENT SERVING BEER, WINE AND LIQUOR AT AN EVENT ON 11/6/26. SERVING WILL BE STRICTLY MONITORED AND END 30 MINUTES BEFORE THE EVENT END TIME.

Receipt Confirmation Page

Receipt Confirmation Number: 20260917143253162

Application Payment Confirmation Number: 121083500

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: PREMIUM POURS BARTENDING SIGMA CHI
Applicant Name: PREMIUM POURS LLC
Location Address: 737 W MAGNOLIA AVE
AUBURN, AL 36832
Mailing Address: 1254 BURROW CIRCLE
OPELIKA, AL 36801
Contact Person: ROBERT JENKINS
Contact Home Phone: 334-707-4159
Contact Business Phone: 334-707-4169
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:
Contact Relationship to Applicant: OWNER

ABC Application Business License and Zoning Verification Form

Date: 10.1.2026

Applicant name and address: Premium Pours, LLC
1254 Burrow Circle
Opelika, AL 36801

Trade Name and location of business: Premium Pours Bartending Sigma Chi
737 West Magnolia Avenue
Auburn, AL 36832

Alabama ABC Board License Confirmation Number: **20260917143253162**

Finance Department – Business License Verification

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

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

This business holds a current business license.	[**X**] Yes	[ ] No	[ ] N/A
If no, has a business license application been submitted?	[ ] Yes	[ ] No	[**X**] 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 737 West Magnolia Avenue (Sigma Chi Fraternity) on 11/6/26. The property is State-owned; therefore, it is not subject to the City's zoning regulations.

Planning review by: Amber English Date: September 22, 2026

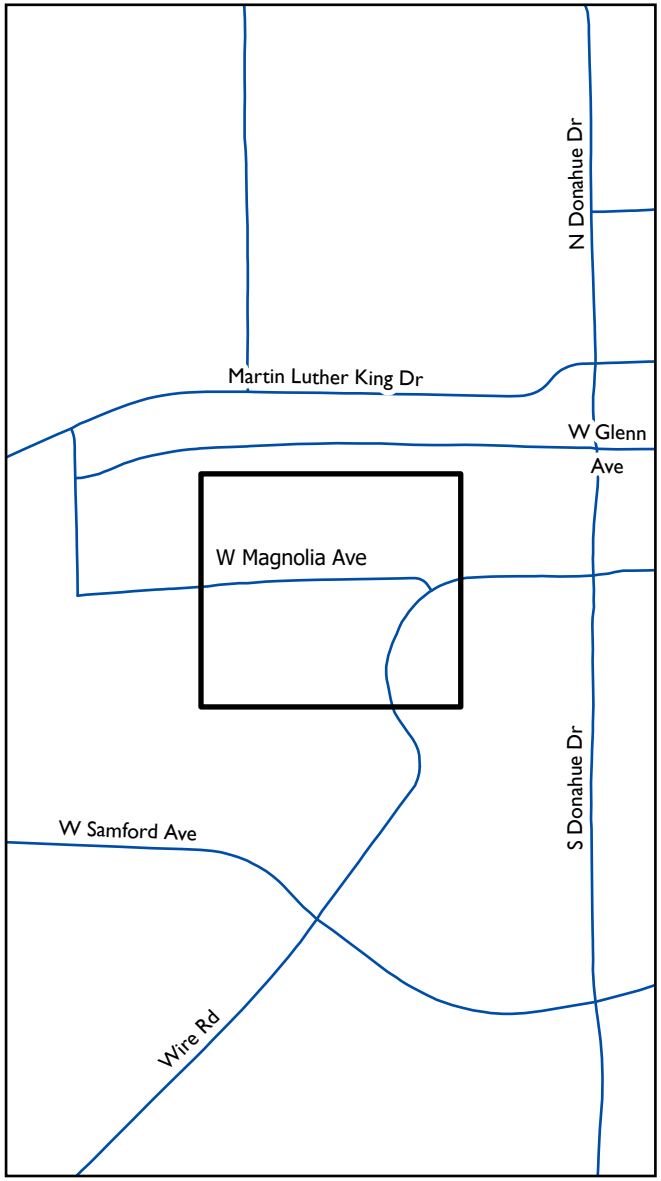
Premium Pours Bartending Sigma Chi

ABC License

Special Events Retail



Vicinity Map



Subject Property

0 112.5 225 450

Feet

1 inch equals 292 feet

The applicant is seeking approval for a Special Events Retail alcohol beverage license located at 737 West Magnolia Avenue in the Holding District (HD) zoning district.

N

Planning Dept.

09/28/2026

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	October 6, 2026
Department	Finance
Submitted By	Allison Edge
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:
CTC Auburn, LLC
40 Lloyd Ave. Suite 100
Malvern, PA 19355

Description of item under consideration
CTC Auburn, LLC is requesting a waiver of $3,008.10 in penalties from late filing of the 2026 Quarter 2 Residential Rental license fee. All associated license fees and interest have been paid, and this company has not requested a waiver of penalty previously.

Why is Council action needed?
In accordance with Section 12-1(c) of the City Code, Council action is required on all penalty waiver requests exceeding $1,000.

Is this a budgeted item?: N/A

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch

THROUGH: Allison D. Edge, Finance Director/Treasurer

FROM: LaTrice K. Mose, Revenue Manager

DATE: September 17, 2026

SUBJECT: CTC Auburn, LLC – Penalty Waiver Request

In April 2013, the City Council passed Ordinance 2816 establishing a "one-time waiver" of penalties not more than once every three years, as recognition of good faith and trust in the business community of Auburn. This ordinance grants waivers of penalties regardless of the reason and was passed in accordance with Section 11-51-93 of the Code of Alabama which provides that no penalty shall be assessed or, if assessed, shall be waived if reasonable cause exists. Under this code section, reasonable cause includes deaths, accidents, natural disasters, and erroneous advice given by the taxing authority. Furthermore, this section states that a municipality may, but is not required to, waive the penalty for other reasons, which is where the Council derived the "one-time waiver."

CTC Auburn, LLC is requesting a penalty waiver in the amount of $3,008.10 pursuant to Section 12-1 of the City Code. This waiver is for penalties assessed from late filing of the 2026 Quarter 2 Residential Rental license fee. All associated license fees and interest have been paid. CTC Auburn, LLC has never been granted a "one-time waiver" of penalties.

Finance department staff recommends approval of this penalty waiver in accordance with the current rules set forth in Ordinance 2816. This ordinance requires that all penalty waivers greater than $1,000 be approved by the City Council. The penalty waiver request will be presented to the Council for consideration at the October 6, 2026, meeting.

City of Auburn

Taxpayer Waiver Request to City Council

Penalty waivers more than $1,000.00 require City Council approval

Council agenda of October 6, 2026

Taxpayer's name and address CTC Auburn LLC, 190 E University Dr

Amount of waiver requested in writing by taxpayer $ 3,008.10

Taxpayer's due diligence documented ☑ Yes ☐ No

Taxpayer has previously received a penalty waiver ☐ Yes ☑ No

City ordinance authorizes the granting of one waiver to each taxpayer within a 3- year period.

Finance Director's recommendation ☑ Approval ☐ Denial

City Manager's recommendation ☑ Approval ☐ Denial

Waiver request reviewed and submitted by

L Mose 09/14/2026

LaTrice Mose, Revenue Manager Date

*I hereby acknowledge that I was duly notified that the waiver request must go before City Council and will become a part the City Council Meeting Minutes which is public record.

9/10/2026

*Taxpayer Signature Date

Council action ____ Approval ____ Denial

Agenda Item Summary

Item No. 8 c 2

Council Meeting Date	October 6, 2026
Department	Finance
Submitted By	Allison Edge
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:
Donghee America, Inc.
2550 Innovation Dr,
Auburn, AL 36832

Description of item under consideration
Donghee America Inc. is requesting a waiver of $1,664.11 in penalties from late filing of the October 2025 Consumer Use Tax. All associated taxes and interest have been paid, and this company has not requested a waiver of penalty previously.

Why is Council action needed?
In accordance with Section 12-1(c) of the City Code, Council action is required on all penalty waiver requests exceeding $1,000.

Is this a budgeted item?: N/A

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch

THROUGH: Allison D. Edge, Finance Director/Treasurer

FROM: LaTrice K. Mose, Revenue Manager

DATE: September 23, 2026

SUBJECT: Donghee America Inc. – Penalty Waiver Request

In April 2013, the City Council passed Ordinance 2816 establishing a "one-time waiver" of penalties not more than once every three years, as recognition of good faith and trust in the business community of Auburn. This ordinance grants waivers of penalties regardless of the reason and was passed in accordance with Section 11-51-93 of the Code of Alabama which provides that no penalty shall be assessed or, if assessed, shall be waived if reasonable cause exists. Under this code section, reasonable cause includes deaths, accidents, natural disasters, and erroneous advice given by the taxing authority. Furthermore, this section states that a municipality may, but is not required to, waive the penalty for other reasons, which is where the Council derived the "one-time waiver."

Donghee America Inc. is requesting a penalty waiver in the amount of $1,664.11 pursuant to Ordinance 2816. This waiver is for penalties assessed from late filing of October 2025 Consumer Use Tax. All associated taxes and interest have been paid. Donghee America Inc. has never been granted a "one-time waiver" of penalties.

Finance department staff recommends approval of this penalty waiver in accordance with the current rules set forth in Ordinance 2816. This ordinance requires that all penalty waivers greater than $1,000 be approved by the City Council. The penalty waiver request will be presented to the Council for consideration at the October 6, 2026, meeting.

City of Auburn

Taxpayer Waiver Request to City Council

Penalty waivers more than $1,000.00 require City Council approval

Council agenda of October 6. 2026

Taxpayer's name and address Donghee America Inc 2550 Innovation Dr, Auburn, AL

Amount of waiver requested in writing by taxpayer $ 1,664.11

Taxpayer's due diligence documented ☑ Yes ☐ No

Taxpayer has previously received a penalty waiver ☐ Yes ☑ No

City ordinance authorizes the granting of one waiver to each taxpayer within a 3- year period.

Finance Director's recommendation ☑ Approval ☐ Denial

City Manager's recommendation ☑ Approval ☐ Denial

Waiver request reviewed and submitted by

L Mose 09/22/2026

LaTrice Mose, Revenue Manager Date

*I hereby acknowledge that I was duly notified that the waiver request must go before City Council and will become a part the City Council Meeting Minutes which is public record.

09/22/2026

*Taxpayer Signature Date

Council action ____ Approval ____ Denial

Agenda Item Summary

Item No. 8 d 1

Council Meeting Date	October 6, 2026
Department	Community Services
Submitted By	Al Davis
Agenda Section	Consent

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

Boykin Tenants:
Auburn Day Care Centers, Inc.
Boys and Girls Clubs of East Alabama
Joyland Child Development Center
Lee-Russell Council of Governments

City of Auburn
Community Services Department

Description of item under consideration

Resolution authorizing the City Manager to execute tenant lease agreements for the Fiscal Year 2027 at the Boykin Community Center to renew leases for Auburn Day Care Centers, Inc., Boys and Girls Clubs of East Alabama, Joyland Child Development Center, and Lee-Russell Council of Governments.

Why is Council action needed?

City Council action is required to authorize the City Manager to renew the Boykin Community Center lease agreements.

Is this a budgeted item?: N/A

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

THROUGH: Scott Cummings, PE, Executive Director of Development Services

FROM: Alfred J. Davis, Sr., Community Services Director

DATE: September 21, 2026

SUBJECT: Boykin Community Center Tenant Lease Agreements

The annual tenant lease agreements for the Boykin Community Center are due for renewal. The proposed one-year lease term for Boykin tenants, October 1, 2026, to September 30, 2027, will allow the City to complete its analysis of the Boykin Community Center's operating costs and tenants' lease payments.

The City calculates tenants' lease payments based on square footage usage. Attached is the current square footage calculation for each tenant. The cost per square foot for Auburn Day Care Centers, Inc., Boys and Girls Clubs of East Alabama, Joyland Child Development Center, and Lee-Russell Council of Governments will remain the same as last fiscal year for the lease term.

The previous tenant leases included an option to extend the lease for an additional one-year term. A Lessee could request up to five one-year term extensions. A Boykin tenant could exercise the Extension Option by giving the City written notice at least six months before the current term expired and upon the City's concurrence that the tenant was in good standing under the terms of the agreement. If the City determined that the lease amount or other requirements required change, the agreement was amended accordingly. Last year was the final one-year term extension.

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 tenant lease agreements at the Boykin Community Center.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Auburn, Alabama hereby authorizes the City Manager to execute a lease agreement for the 2027 Fiscal Year with Auburn Day Care Centers, Inc., Boys and Girls Clubs of East Alabama, Joyland Child Development Center, and Lee-Russell Council of Governments – Senior Citizens Center at the Boykin Community Center.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 6th day of October 2026.

_____
Mayor

ATTEST:

_____
City Manager

Boykin Community Center
Tenants Lease Space Allocation
October 1, 2026 - September 30, 2027

Auburn Day Care, Inc.			
Room No.	Sq. Ft.	Amount Per Sq. Ft.	Payment Amount
400	948	$ 0.20	$ 189.60
401	935	$ 0.20	$ 187.00
402	975	$ 0.20	$ 195.00
403	874	$ 0.20	$ 174.80
406	747	$ 0.20	$ 149.40
410	698	$ 0.20	$ 139.60
412	731	$ 0.20	$ 146.20
Total	**5,908**		**$ 1,181.60**

Boys & Girls Club of East Alabama			
Room No.	Sq. Ft.	Amount Per Sq. Ft.	Payment Amount
501	456	$ 0.20	$ 91.20
503	456	$ 0.20	$ 91.20
505	495	$ 0.20	$ 99.00
507	495	$ 0.20	$ 99.00
512	2,411	$ 0.20	$ 482.20
Gymnasium	7,752	$ 0.10	$ 775.20
Total	**12,065**		**$ 1,637.80**

Joyland Child Development Center			
Room No.	Sq. Ft.	Amount Per Sq. Ft.	Payment Amount
Kitchen & Pantry 206	595	$ 0.20	$ 119.00
300	742	$ 0.20	$ 148.40
302	755	$ 0.20	$ 151.00
304	738	$ 0.20	$ 147.60
306	748	$ 0.20	$ 149.60
307	748	$ 0.20	$ 149.60
308	748	$ 0.20	$ 149.60
309	748	$ 0.20	$ 149.60
311	748	$ 0.20	$ 149.60
Total	**6,570**		**$ 1,314.00**

Lee-Russell Council of Government			
Room No.	Sq. Ft.	Amount Per Sq. Ft.	Payment Amount
112	63	$ 0.20	$ 12.60
113	3,071.80	$ 0.20	$ 614.36
114	94	$ 0.20	$ 18.80
Total	**3,228.80**		**$ 645.76**

STATE OF ALABAMA

LEE COUNTY

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into as of the 1st day of October 2026, by and between the **CITY OF AUBURN, ALABAMA**, a municipal corporation, hereinafter referred to as **"Lessor,"** and **BOYS AND GIRLS CLUBS OF EAST ALABAMA,** a non-profit corporation, hereinafter called **"Lessee."**

WITNESSETH:

1. Lessor hereby let and lease unto Lessee subject to the terms and conditions hereinafter set out the following – described portion of the premises known as "Boykin Community Center" in Auburn, Alabama, Lee County, Alabama, for occupancy and use and more particularly described on Exhibit A attached hereto and is incorporated by reference herein.

2. Lessee's tenancy shall begin on the 1st day of October 2026 and end on 30th day of September 2027. This annual lease may be extended each year by the City of Auburn for up to four (4) years unless notified in the manner described herein related to the termination of the agreement. Lessor covenants to keep Lessee in quiet possession of the premises during said term, and any renewal thereof, provided Lessee shall comply with all of the terms and conditions of this lease.

3. Lessee agrees to pay the sum of $1,637.80 per month for said leased premises with said monthly payment to be paid on the first day of each month in advance of the term of this lease agreement. The leased space includes portions of the Boykin Gymnasium class and activity space of 4,313 square feet at a rate of $0.20 per square foot in addition to partial use of the gymnasium floor including 7,752 square feet at a rate of $0.10 per square feet. The rent for any partial calendar month shall be prorated on a daily basis. Any changes to the lease amount or any other terms of this agreement shall be added as an amendment to this agreement following acceptance and execution by both parties.

4. Upon obtaining prior written approval from Lessor, Lessee shall have the right to make improvements and install equipment in said leased premises all at its own expense, and all

7. Lessee acknowledges that the Lessor's need for the gymnasium supersedes that of the Boys and Girls Club. If the Lessor needs the Boykin Gymnasium for a use, the City will notify the Boys and Girls Club of events hosted by the City to permit time for the Boys and Girls Club to amend plans if necessary.

8. Lessee acknowledges that the Boykin Gymnasium is used by the Lessor as a public polling place during elections. The Lessor and Lessee will address elections for which the Boykin Gymnasium will be used as a polling place and alternate schedules will be made by the Lessee to accommodate this use.

9. Lessor acknowledges that the Lessee has permission to use the space defined by this agreement in accordance with the schedule and limitations thereof defined by this agreement.

10. Lessor will submit to the Lessee a monthly schedule that forecasts at least three months that notes logistics, operations and schedules for events. The Boys and Girls Club may use the City facilities outside the normal use of operation as defined herein provided the City is notified at least two weeks in advance and the City approves the use provided the activity does not conflict with other community events or leased activity at the Boykin Community Center Campus.

11. Lessee accepts the premises in its present condition. Lessee shall also indemnify, defend, and hold Lessor harmless against and from any liens arising out of the making of any such alterations, improvements or repairs to the leased premises. Any alterations, improvements, or repairs to the leased premises made by the Lessee shall be made in accordance with all requirements of law and local ordinances and regulations.

12. Lessee agrees that all leased space is to be used for business operations, or for programs related to the activities of the organization. Lessee agrees to use all classrooms for activities and not for storage. Lessees using classrooms solely for storage shall be required to immediately relinquish such classroom space upon request by Lessor and this Lease Agreement shall be amended to reflect the remaining leased premises and the recalculated monthly rental payment due. Lessee shall keep all exit routes and hallways open to all traffic and shall keep said spaces free from stored items, clutter and other debris. Lessor may inspect the leased premises at any time as may be reasonable and Lessor may, as a result of any such inspection, require Lessee to remove any stored items, clutter and/or other debris which, in the Lessor's exclusive discretion, is determined to be excessive or deemed to block an exit route or hallway.

Lessor with said certificate at inception of this lease agreement and upon each renewal of Lessee's general liability insurance. Lessee is responsible for the payment of any deductibles or self-insured retentions. The Lessee's insurance is primary and non-contributory. If the Lessee carries higher coverage limits than those specified above, the higher coverage limits apply.

20. In the event Lessee shall default in the payment of any monthly rental herein provided for and such default shall continue for fifteen (15) days; or if Lessee shall default in the performance of any of the other covenants, promises or agreements herein set forth and such default shall continue for fifteen (15) days after Lessor shall have notified Lessee in writing of the existence of such default; or if Lessee is adjudicated as bankrupt, Lessee shall be deemed to have breached this agreement and Lessor shall have the right at its option to forthwith cancel and terminate this lease by notice in writing to Lessee, and if such notice shall be given all rights of Lessee to the use and occupancy of said premises shall terminate as of the day set forth in said notice and Lessee will at once surrender possession of the premises to Lessor and remove all of Lessee's effects therefrom and Lessor may forthwith re-enter the premises and repossess same. No termination of this lease prior to the normal expiration thereof shall affect Lessor's right to collect rent for the period prior to termination thereof.

21. Lessee shall be responsible for all damage to the leased premises, whether caused by Lessee's agents, servants or employees or by Lessee's fault. Any damage to said premises shall be repaired at Lessee's expense but no repairs shall be made without the prior written approval of Lessor. If Lessee shall fail or neglect to make any repair; Lessor shall have the right to do so at Lessee's expense. Lessee shall reimburse Lessor for such repairs as Lessor makes or causes to be made on the first day of the month following the presentation to Lessee of a statement for same.

22. All rental payments, renewals and notices required herein shall be delivered to City of Auburn, City Hall, 144 Tichenor Avenue, Auburn, Alabama.

23. Lessee agrees to pay a reasonable attorney's fee and all reasonable costs incurred, if it becomes necessary for Lessor to employ an attorney to collect any of the rent agreed to be paid under the terms of this agreement, and in the event suit is filed or any court proceedings are instituted to enforce any of the provisions of this agreement, it is agreed by the parties hereto that such suit or court proceedings shall be brought in the appropriate court in Lee County, Alabama; and Lessee expressly waives all exemptions secured to Lessee under the laws of the State of Alabama or any other state in the United States as against the collection of any debt herein or

IN WITNESS WHEREOF, Lessor and Lessee have set their hands and seals in duplicate, each of which shall constitute an original, on the day and date first above written.

CITY OF AUBURN, A
MUNICIPAL
CORPORATION

BY: _____
Megan McGowen Crouch
Its: City Manager

SEAL

ATTEST:

BY: _____
Lindsay Manley
Its: Assistant City Clerk

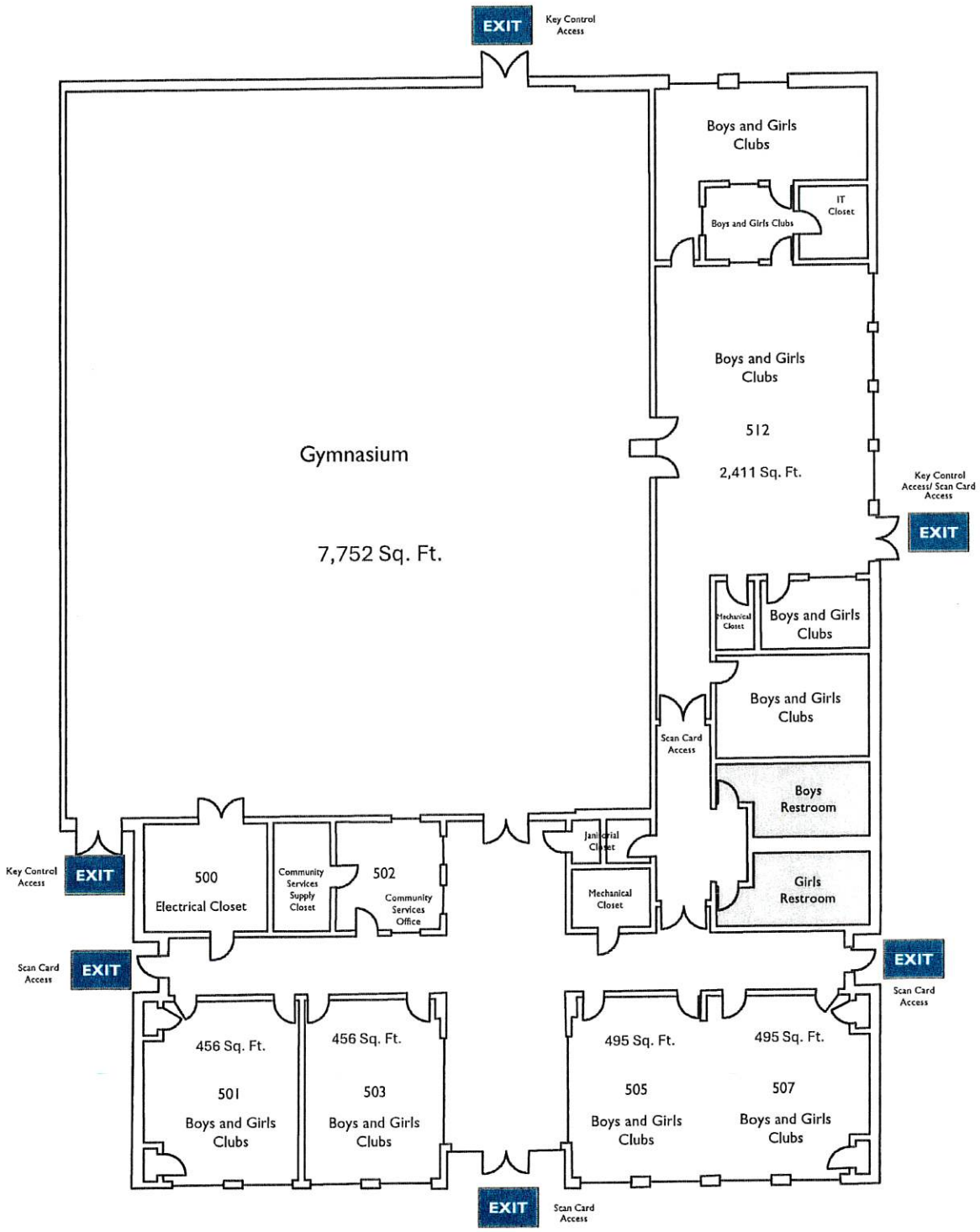
LESSEE

Boys and Girls Clubs of East Alabama

Signature: Jeff Harris

Address: 1922 Professional Cir, Suite 100

Boys and Girls Clubs of East Alabama
Leased Space



STATE OF ALABAMA

LEE COUNTY

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into as of the 1st day of October 2026, by and between the **CITY OF AUBURN, ALABAMA**, a municipal corporation, hereinafter referred to as **"Lessor,"** and **AUBURN DAY CARE, INC.,** a non-profit corporation, hereinafter called **"Lessee."**

WITNESSETH:

1. Lessor hereby let and lease unto Lessee subject to the terms and conditions hereinafter set out the following – described portion of the premises known as "Boykin Community Center" in Auburn, Alabama, Lee County, Alabama, for occupancy and use and more particularly described on Exhibit A attached hereto and is incorporated by reference herein.

2. Lessee's tenancy shall begin on the 1st day of October 2026 and end on 30th day of September 2027. This annual lease may be extended each year by the City of Auburn for up to four (4) years unless notified in the manner described herein related to the termination of the agreement. Lessor covenants to keep Lessee in quiet possession of the premises during said term, and any renewal thereof, provided Lessee shall comply with all of the terms and conditions of this lease.

3. Lessee agrees to pay the sum of $0.20 per square foot totaling $1,181.60 per month for said leased premises with said monthly payment to be paid on the first day of each month in advance of the term of this lease agreement. The rent for any partial calendar month shall be prorated on a daily basis. Any changes to the lease amount or any other terms of this agreement shall result in the termination of this lease agreement upon expiration of the current term and shall require a new lease agreement.

4. Upon obtaining prior written approval from Lessor, Lessee shall have the right to make improvements and install equipment in said leased premises all at its own expense, and all such leasehold improvements and equipment placed in or upon said leased premises shall remain the property of Lessee, and it shall be Lessee's sole responsibility to maintain any such

improvement or equipment in a safe and working condition. Lessee shall have the right to remove the same upon the expiration of this lease agreement, or any renewal thereof, provided the same may be removed without damage or harm to the premises, or if damage or harm be done, then upon the restoration by Lessee of said premises to its original condition or the payment of a reasonable amount to enable Lessor to restore said premises to its original condition. Lessee shall submit a written request for approval for proposed improvements and/or equipment installation to the Community Services Director a minimum of fifteen (15) days prior to the beginning of any work on the leased premises. The failure to obtain prior approval for any improvements and/or equipment installation in the leased premises, including but not limited to any electrical work, any plumbing work, and the erection of any temporary walls and/or other structures within the leased premises, shall constitute a material breach of this lease. Lessee agrees to indemnify Lessor and/or to reimburse any and all costs incurred by Lessor in demolishing and/or removing any unapproved improvements and equipment installations within the leased premises as well as any and all costs incurred by the Lessor in repairing and/or rehabilitating the leased premises as a result of any unapproved improvements and equipment installations.

5. Lessee accepts the premises in its present condition. Lessee shall also indemnify, defend, and hold Lessor harmless against and from any liens arising out of the making of any such alterations, improvements or repairs to the leased premises. Any alterations, improvements, or repairs to the leased premises made by the Lessee shall be made in accordance with all requirements of law and local ordinances and regulations.

6. Lessee agrees that all leased space is to be used for business operations, or for programs related to the activities of the organization. Lessee agrees to use all classrooms for activities and not for storage. Lessees using classrooms solely for storage shall be required to immediately relinquish such classroom space upon request by Lessor and this Lease Agreement shall be amended to reflect the remaining leased premises and the recalculated monthly rental payment due. Lessee shall keep all exit routes and hallways open to all traffic and shall keep said spaces free from stored items, clutter and other debris. Lessor may inspect the leased premises at any time as may be reasonable and Lessor may, as a result of any such inspection, require Lessee to remove any stored items, clutter and/or other debris which, in the Lessor's exclusive discretion, is determined to be excessive or deemed to block an exit route or hallway.

7. Lessee hereby agrees not to sublet or assign the leased premises or any part thereof

without the prior written consent of Lessor.

8. To allow for emergency access and/or maintenance, Lessee shall provide to the Community Services Director a copy of any key that locks any interior room within the leased premises.

9. Lessor shall be responsible for the payment of power, water, sewer, and garbage for the leased premises. Lessee shall be solely responsible for the payment of phone, internet, cable, and any other utility services provided to the leased premises and approved by the City. Lessee shall provide janitorial services for the leased premises. Lessee agrees to ensure the compliance of the employees of any janitorial services provider engaged by Lessee with the terms of this lease.

10. To the extent that Lessee may incorporate, install, or otherwise use any playground equipment on and/or in the leased premises, it shall be Lessee's sole responsibility to maintain any such equipment in a safe and working condition.

11. Lessee agrees to obey any and all restrictions and instructions posted by the Lessor regarding the use of: (1) the leased premises; (2) any common areas to which the Lessee may have access, including but not limited to parking areas; and (3) environmental services, including but not limited to garbage/recycling receptacles and/or garbage/recycling collection.

12. Lessor shall insure building, but not Lessee's property, against loss due to fire and/or other hazards. Lessee shall be responsible for providing its own insurance on Lessee's contents of the leased premises. Lessor shall not be liable to Lessee for damage to the Lessee's equipment, fixtures, and other property in the leased premises resulting from fire, windstorm or other casualty, or from failure of Lessor to make any repair to the leased premises.

13. Lessee is required to provide certificate of insurance showing that Lessee carries, or has in force, general liability insurance on the building and premises in which and on which the leased premises are located. Limit of liability for general liability insurance shall be a minimum of five hundred thousand dollars ($500,000) per occurrence, five hundred thousand ($500,000) personal injury and one million dollars ($1,000,000) general aggregate. Certificate shall name Lessor as additional insured, provide the Lessor with a waiver of subrogation and with thirty (30) days' written notice of intent to cancel or not renew general liability coverage. Lessee shall furnish Lessor with said certificate at inception of this lease agreement and upon each renewal of Lessee's

general liability insurance. Lessee is responsible for the payment of any deductibles or self-insured retentions. The Lessee's insurance is primary and non-contributory. If the Lessee carries higher coverage limits than those specified above, the higher coverage limits apply.

14. In the event Lessee shall default in the payment of any monthly rental herein provided for and such default shall continue for fifteen (15) days; or if Lessee shall default in the performance of any of the other covenants, promises or agreements herein set forth and such default shall continue for fifteen (15) days after Lessor shall have notified Lessee in writing of the existence of such default; or if Lessee is adjudicated as bankrupt, Lessee shall be deemed to have breached this agreement and Lessor shall have the right at its option to forthwith cancel and terminate this lease by notice in writing to Lessee, and if such notice shall be given all rights of Lessee to the use and occupancy of said premises shall terminate as of the day set forth in said notice and Lessee will at once surrender possession of the premises to Lessor and remove all of Lessee's effects therefrom and Lessor may forthwith re-enter the premises and repossess same. No termination of this lease prior to the normal expiration thereof shall affect Lessor's right to collect rent for the period prior to termination thereof.

15. Lessee shall be responsible for all damage to the leased premises, whether caused by Lessee's agents, servants or employees or by Lessee's fault. Any damage to said premises shall be repaired at Lessee's expense but no repairs shall be made without the prior written approval of Lessor. If Lessee shall fail or neglect to make any repair; Lessor shall have the right to do so at Lessee's expense. Lessee shall reimburse Lessor for such repairs as Lessor makes or causes to be made on the first day of the month following the presentation to Lessee of a statement for same.

16. All rental payments, renewals and notices required herein shall be delivered to City of Auburn, City Hall, 144 Tichenor Avenue, Auburn, Alabama.

17. Lessee agrees to pay a reasonable attorney's fee and all reasonable costs incurred, if it becomes necessary for Lessor to employ an attorney to collect any of the rent agreed to be paid under the terms of this agreement, and in the event suit is filed or any court proceedings are instituted to enforce any of the provisions of this agreement, it is agreed by the parties hereto that such suit or court proceedings shall be brought in the appropriate court in Lee County, Alabama; and Lessee expressly waives all exemptions secured to Lessee under the laws of the State of Alabama or any other state in the United States as against the collection of any debt herein or hereby incurred or secured.

18. Lessee shall indemnify, hold harmless and defend the Lessor, its officials, representatives, agents, servants and employees from and against any and all claims, actions, damages, liability and expense in connection with loss of life, bodily injury, personal property and/or damage to property arising from or out of any occurrence in, upon, or at the leased premises, or the occupancy or use by Lessee of the leased premises or any part thereof, or occasioned wholly or in part by any act or omission by Lessee, their agents, contractors, employees, servants, sublessee's or concessionaires. This obligation survives the payment of any losses by the Lessee's insurance company.

19. Lessor shall have the right to terminate this lease at any time by the giving of thirty (30) days written notice of such termination of Lessee.

20. If any provision of this lease shall be declared invalid or unenforceable, the remainder of the lease shall continue in full force or effect. This lease contains the entire agreement between the parties and any executory agreement hereinafter made shall be ineffective to change, modify, or discharge it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, or discharge is sought.

IN WITNESS WHEREOF, Lessor and Lessee have set their hands and seals in duplicate, each of which shall constitute an original, on the day and date first above written.

City of Auburn,
Alabama a Municipal
Corporation

BY: _____
Megan McGowen Crouch
Its: City Manager

SEAL

ATTEST:

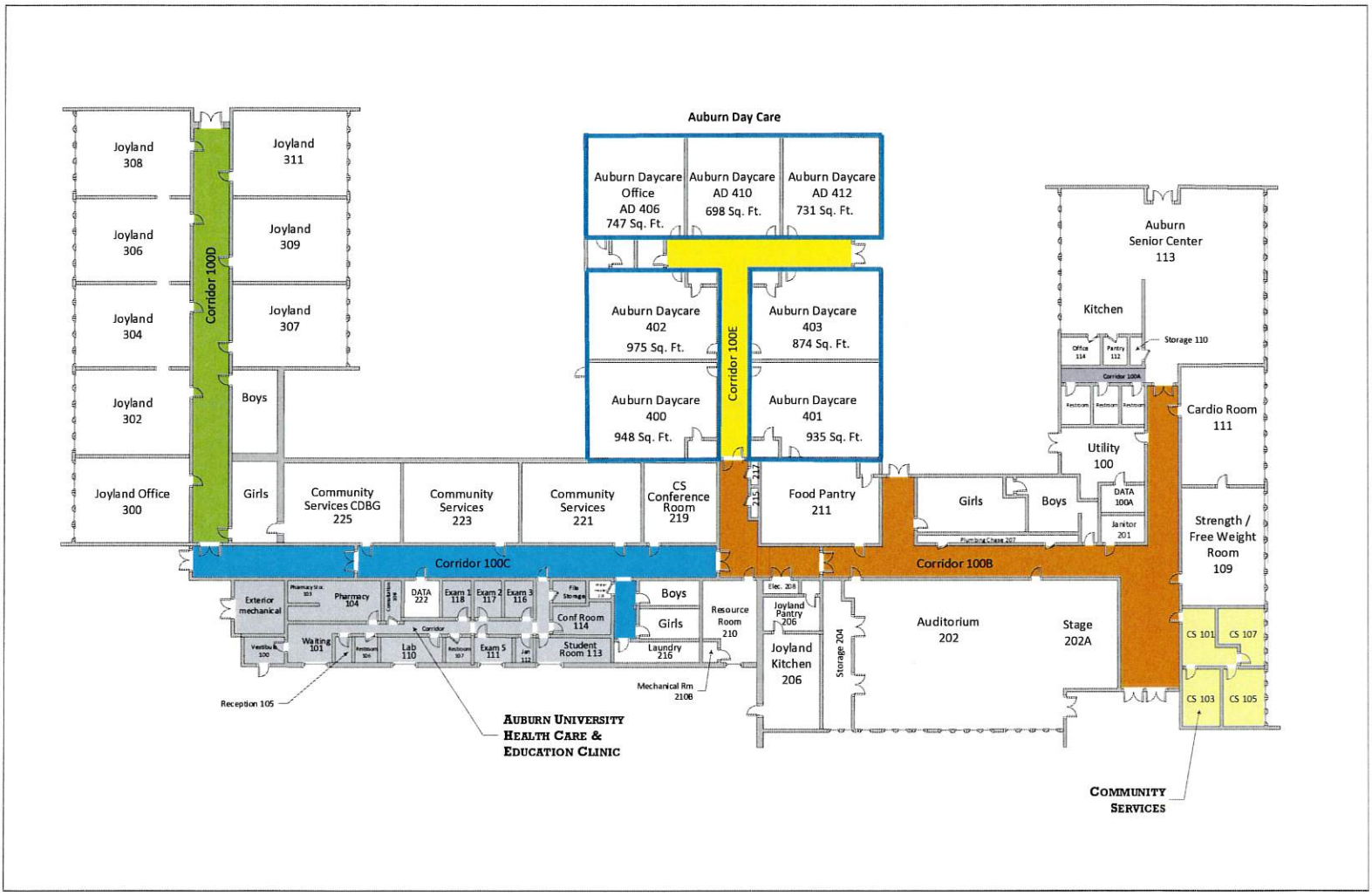
BY: _____
Lindsay Manley
Assistant City Clerk

LESSEE

Organization: Auburn Day Care, Inc.

Signature: Eunice Lyles

Address: 410 Boykin Street
Auburn, AL 36830


Auburn Day Care
Joyland 308
Joyland 311
Joyland 306
Joyland 309
Joyland 304
Joyland 307
Joyland 302
Joyland Office 300
Corridor 100D
Boys
Girls
Community Services CDBG 225
Community Services 223
Community Services 221
CS Conference Room 219
Auburn Daycare Office AD 406 747 Sq. Ft.
Auburn Daycare AD 410 698 Sq. Ft.
Auburn Daycare AD 412 731 Sq. Ft.
Auburn Daycare 402 975 Sq. Ft.
Auburn Daycare 403 874 Sq. Ft.
Corridor 100E
Auburn Daycare 400 948 Sq. Ft.
Auburn Daycare 401 935 Sq. Ft.
Food Pantry 211
Auburn Senior Center 113
Kitchen
Office 114
Pantry 112
Storage 110
Corridor 100A
Restroom
Restroom
Restroom
Utility 100
DATA 100A
Janitor 201
Cardio Room 111
Strength / Free Weight Room 109
Girls
Boys
Plumbing Chase 207
Corridor 100B
Corridor 100C
Exterior mechanical
Pharmacy Stor. 103
Pharmacy 104
Consultation 108
DATA 222
Exam 1 118
Exam 2 117
Exam 3 116
File Storage
Conf Room 114
Vestibule 100
Waiting 101
Restroom 106
Lab 110
Restroom 107
Exam 5 111
Lab 112
Student Room 113
Corridor
Boys
Girls
Laundry 216
Resource Room 210
Elec. 208
Joyland Pantry 206
Joyland Kitchen 206
Storage 204
Auditorium 202
Stage 202A
CS 101
CS 107
CS 103
CS 105
Reception 105
Mechanical Rm 210B
AUBURN UNIVERSITY HEALTH CARE & EDUCATION CLINIC
COMMUNITY SERVICES

STATE OF ALABAMA

LEE COUNTY

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into as of the 1st day of October 2026, by and between the **CITY OF AUBURN, ALABAMA**, a municipal corporation, hereinafter referred to as **"Lessor,"** and **JOYLAND CHILD DEVELOPMENT CENTER, INC.,** a non-profit corporation, hereinafter called **"Lessee."**

WITNESSETH:

1. Lessor hereby let and lease unto Lessee subject to the terms and conditions hereinafter set out the following – described portion of the premises known as "Boykin Community Center" in Auburn, Alabama, Lee County, Alabama, for occupancy and use and more particularly described on Exhibit A attached hereto and is incorporated by reference herein.

2. Lessee's tenancy shall begin on the 1st day of October 2026 and end on 30th day of September 2027. Lessor covenants to keep Lessee in quiet possession of the premises during said term, and any renewal thereof, provided Lessee shall comply with all of the terms and conditions of this lease.

3. Lessee agrees to pay the sum of $0.20 per square foot totaling $1,164.40 per month for said leased premises with said monthly payment to be paid on the first day of each month in advance of the term of this lease agreement. The rent for any partial calendar month shall be prorated on a daily basis. Any changes to the lease amount or any other terms of this agreement shall result in the termination of this lease agreement upon expiration of the current term and shall require a new lease agreement.

4. Upon obtaining prior written approval from Lessor, Lessee shall have the right to make improvements and install equipment in said leased premises all at its own expense, and all such leasehold improvements and equipment placed in or upon said leased premises shall remain the property of Lessee, and it shall be Lessee's sole responsibility to maintain any such improvement or equipment in a safe and working condition. Lessee shall have the right to remove the same upon the expiration of this lease agreement, or any renewal thereof, provided the

same may be removed without damage or harm to the premises, or if damage or harm be done, then upon the restoration by Lessee of said premises to its original condition or the payment of a reasonable amount to enable Lessor to restore said premises to its original condition. Lessee shall submit a written request for approval for proposed improvements and/or equipment installation to the Community Services Director a minimum of fifteen (15) days prior to the beginning of any work on the leased premises. The failure to obtain prior approval for any improvements and/or equipment installation in the leased premises, including but not limited to any electrical work, any plumbing work, and the erection of any temporary walls and/or other structures within the leased premises, shall constitute a material breach of this lease. Lessee agrees to indemnify Lessor and/or to reimburse any and all costs incurred by Lessor in demolishing and/or removing any unapproved improvements and equipment installations within the leased premises as well as any and all costs incurred by the Lessor in repairing and/or rehabilitating the leased premises as a result of any unapproved improvements and equipment installations.

5. Lessee accepts the premises in its present condition. Lessee shall also indemnify, defend, and hold Lessor harmless against and from any liens arising out of the making of any such alterations, improvements or repairs to the leased premises. Any alterations, improvements, or repairs to the leased premises made by the Lessee shall be made in accordance with all requirements of law and local ordinances and regulations.

6. Lessee agrees that all leased space is to be used for business operations, or for programs related to the activities of the organization. Lessee agrees to use all classrooms for activities and not for storage. Lessees using classrooms solely for storage shall be required to immediately relinquish such classroom space upon request by Lessor and this Lease Agreement shall be amended to reflect the remaining leased premises and the recalculated monthly rental payment due. Lessee shall keep all exit routes and hallways open to all traffic and shall keep said spaces free from stored items, clutter and other debris. Lessor may inspect the leased premises at any time as may be reasonable and Lessor may, as a result of any such inspection, require Lessee to remove any stored items, clutter and/or other debris which, in the Lessor's exclusive discretion, is determined to be excessive or deemed to block an exit route or hallway.

7. Lessee hereby agrees not to sublet or assign the leased premises or any part thereof without the prior written consent of Lessor.

8. To allow for emergency access and/or maintenance, Lessee shall provide to the

Community Services Director a copy of any key that locks any interior room within the leased premises.

9. Lessor shall be responsible for the payment of power, water, sewer, and garbage for the leased premises. Lessee shall be solely responsible for the payment of phone, internet, cable, and any other utility services provided to the leased premises and approved by the City. Lessee shall provide janitorial services for the leased premises. Lessee agrees to ensure the compliance of the employees of any janitorial services provider engaged by Lessee with the terms of this lease.

10. To the extent that Lessee may incorporate, install, or otherwise use any playground equipment on and/or in the leased premises, it shall be Lessee's sole responsibility to maintain any such equipment in a safe and working condition.

11. Lessee agrees to obey any and all restrictions and instructions posted by the Lessor regarding the use of: (1) the leased premises; (2) any common areas to which the Lessee may have access, including but not limited to parking areas; and (3) environmental services, including but not limited to garbage/recycling receptacles and/or garbage/recycling collection.

12. Lessor shall insure building, but not Lessee's property, against loss due to fire and/or other hazards. Lessee shall be responsible for providing its own insurance on Lessee's contents of the leased premises. Lessor shall not be liable to Lessee for damage to the Lessee's equipment, fixtures, and other property in the leased premises resulting from fire, windstorm or other casualty, or from failure of Lessor to make any repair to the leased premises.

13. Lessee is required to provide certificate of insurance showing that Lessee carries, or has in force, general liability insurance on the building and premises in which and on which the leased premises are located. Limit of liability for general liability insurance shall be a minimum of five hundred thousand dollars ($500,000) per occurrence, five hundred thousand ($500,000) personal injury and one million dollars ($1,000,000) general aggregate. Certificate shall name Lessor as additional insured, provide the Lessor with a waiver of subrogation and with thirty (30) days' written notice of intent to cancel or not renew general liability coverage. Lessee shall furnish Lessor with said certificate at inception of this lease agreement and upon each renewal of Lessee's general liability insurance. Lessee is responsible for the payment of any deductibles or self-insured retentions. The Lessee's insurance is primary and non-contributory. If the Lessee carries higher coverage limits than those specified above, the higher coverage limits apply.

14. In the event Lessee shall default in the payment of any monthly rental herein provided for and such default shall continue for fifteen (15) days; or if Lessee shall default in the performance of any of the other covenants, promises or agreements herein set forth and such default shall continue for fifteen (15) days after Lessor shall have notified Lessee in writing of the existence of such default; or if Lessee is adjudicated as bankrupt, Lessee shall be deemed to have breached this agreement and Lessor shall have the right at its option to forthwith cancel and terminate this lease by notice in writing to Lessee, and if such notice shall be given all rights of Lessee to the use and occupancy of said premises shall terminate as of the day set forth in said notice and Lessee will at once surrender possession of the premises to Lessor and remove all of Lessee's effects therefrom and Lessor may forthwith re-enter the premises and repossess same. No termination of this lease prior to the normal expiration thereof shall affect Lessor's right to collect rent for the period prior to termination thereof.

15. Lessee shall be responsible for all damage to the leased premises, whether caused by Lessee's agents, servants or employees or by Lessee's fault. Any damage to said premises shall be repaired at Lessee's expense but no repairs shall be made without the prior written approval of Lessor. If Lessee shall fail or neglect to make any repair; Lessor shall have the right to do so at Lessee's expense. Lessee shall reimburse Lessor for such repairs as Lessor makes or causes to be made on the first day of the month following the presentation to Lessee of a statement for same.

16. All rental payments, renewals and notices required herein shall be delivered to City of Auburn, City Hall, 144 Tichenor Avenue, Auburn, Alabama.

17. Lessee agrees to pay a reasonable attorney's fee and all reasonable costs incurred, if it becomes necessary for Lessor to employ an attorney to collect any of the rent agreed to be paid under the terms of this agreement, and in the event suit is filed or any court proceedings are instituted to enforce any of the provisions of this agreement, it is agreed by the parties hereto that such suit or court proceedings shall be brought in the appropriate court in Lee County, Alabama; and Lessee expressly waives all exemptions secured to Lessee under the laws of the State of Alabama or any other state in the United States as against the collection of any debt herein or hereby incurred or secured.

18. Lessee shall indemnify, hold harmless and defend the Lessor, its officials, representatives, agents, servants and employees from and against any and all claims, actions, damages, liability and expense in connection with loss of life, bodily injury, personal property

and/or damage to property arising from or out of any occurrence in, upon, or at the leased premises, or the occupancy or use by Lessee of the leased premises or any part thereof, or occasioned wholly or in part by any act or omission by Lessee, their agents, contractors, employees, servants, sublessee's or concessionaires. This obligation survives the payment of any losses by the Lessee's insurance company.

19. Lessor shall have the right to terminate this lease at any time by the giving of thirty (30) days written notice of such termination of Lessee.

20. If any provision of this lease shall be declared invalid or unenforceable, the remainder of the lease shall continue in full force or effect. This lease contains the entire agreement between the parties and any executory agreement hereinafter made shall be ineffective to change, modify, or discharge it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, or discharge is sought.

IN WITNESS WHEREOF, Lessor and Lessee have set their hands and seals in duplicate, each of which shall constitute an original, on the day and date first above written.

City of Auburn,
Alabama a municipal
corporation

BY: _____
Megan McGowen Crouch
Its City Manager

SEAL

ATTEST:

BY: _____
Lindsay Manley
Assistant City Clerk

LESSEE

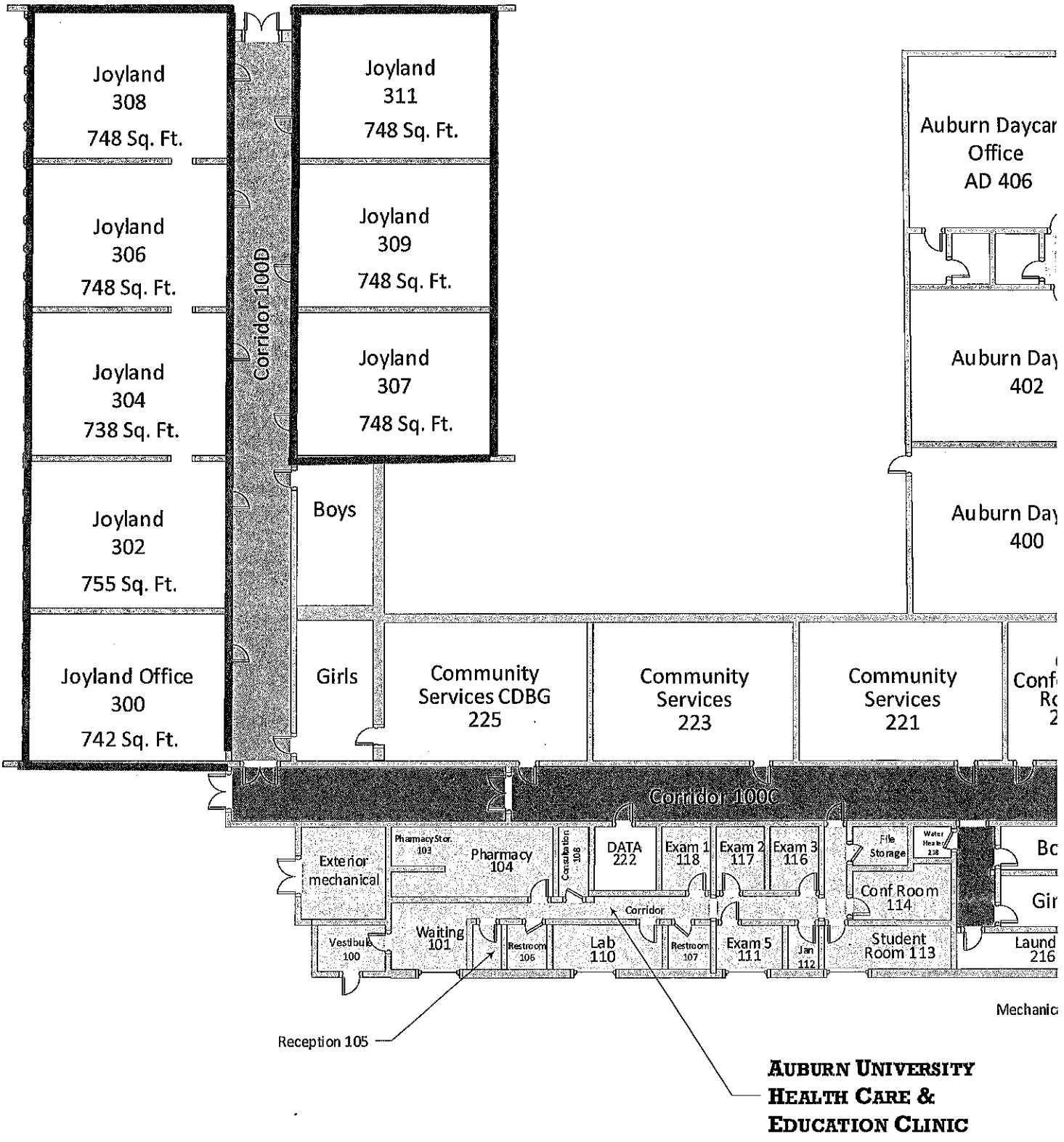
Organization: Joyland Child Development Center, Inc.

Signature: Pamela Deine

Address: 400 Bokan Street

_____

Joyland Child Development Center



STATE OF ALABAMA

LEE COUNTY

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into as of the 1st day of October 2026, by and between the **CITY OF AUBURN, ALABAMA,** a municipal corporation, hereinafter referred to as **"Lessor,"** and **LEE-RUSSELL COUNCIL OF GOVERNMENTS,** a non-profit corporation, hereinafter called **"Lessee."**

WITNESSETH:

1. Lessor hereby let and lease unto Lessee subject to the terms and conditions hereinafter set out the following – described portion of the premises known as "Boykin Community Center" in Auburn, Alabama, Lee County, Alabama, for occupancy and use and more particularly described on Exhibit A attached hereto and is incorporated by reference herein.

2. Lessee's tenancy shall begin on the 1st day of October 2026 and end on 30th day of September 2027. This annual lease may be extended each year by the City of Auburn for up to four (4) years unless notified in the manner described herein related to the termination of the agreement. Lessor covenants to keep Lessee in quiet possession of the premises during said term, and any renewal thereof, provided Lessee shall comply with all of the terms and conditions of this lease.

3. Lessee agrees to pay the sum of $0.20 per square foot totaling $645.76 per month for said leased premises with said monthly payment to be paid on the first day of each month in advance of the term of this lease agreement. The rent for any partial calendar month shall be prorated on a daily basis. Any changes to the lease amount or any other terms of this agreement shall result in the termination of this lease agreement upon expiration of the current term and shall require a new lease agreement.

4. Upon obtaining prior written approval from Lessor, Lessee shall have the right to make improvements and install equipment in said leased premises all at its own expense, and all such leasehold improvements and equipment placed in or upon said leased premises shall remain the property of Lessee, and it shall be Lessee's sole responsibility to maintain any such

improvement or equipment in a safe and working condition. Lessee shall have the right to remove the same upon the expiration of this lease agreement, or any renewal thereof, provided the same may be removed without damage or harm to the premises, or if damage or harm be done, then upon the restoration by Lessee of said premises to its original condition or the payment of a reasonable amount to enable Lessor to restore said premises to its original condition. Lessee shall submit a written request for approval for proposed improvements and/or equipment installation to the Community Services Director a minimum of fifteen (15) days prior to the beginning of any work on the leased premises. The failure to obtain prior approval for any improvements and/or equipment installation in the leased premises, including but not limited to any electrical work, any plumbing work, and the erection of any temporary walls and/or other structures within the leased premises, shall constitute a material breach of this lease. Lessee agrees to indemnify Lessor and/or to reimburse any and all costs incurred by Lessor in demolishing and/or removing any unapproved improvements and equipment installations within the leased premises as well as any and all costs incurred by the Lessor in repairing and/or rehabilitating the leased premises as a result of any unapproved improvements and equipment installations.

5. Lessee accepts the premises in its present condition. Lessee shall also indemnify, defend, and hold Lessor harmless against and from any liens arising out of the making of any such alterations, improvements or repairs to the leased premises. Any alterations, improvements, or repairs to the leased premises made by the Lessee shall be made in accordance with all requirements of law and local ordinances and regulations.

6. Lessee agrees that all leased space is to be used for business operations, or for programs related to the activities of the organization. Lessee agrees to use all classrooms for activities and not for storage. Lessees using classrooms solely for storage shall be required to immediately relinquish such classroom space upon request by Lessor and this Lease Agreement shall be amended to reflect the remaining leased premises and the recalculated monthly rental payment due. Lessee shall keep all exit routes and hallways open to all traffic and shall keep said spaces free from stored items, clutter and other debris. Lessor may inspect the leased premises at any time as may be reasonable and Lessor may, as a result of any such inspection, require Lessee to remove any stored items, clutter and/or other debris which, in the Lessor's exclusive discretion, is determined to be excessive or deemed to block an exit route or hallway.

7. Lessee hereby agrees not to sublet or assign the leased premises or any part thereof

without the prior written consent of Lessor.

8. To allow for emergency access and/or maintenance, Lessee shall provide to the Community Services Director a copy of any key that locks any interior room within the leased premises.

9. Lessor shall be responsible for the payment of power, water, sewer, and garbage for the leased premises. Lessee shall be solely responsible for the payment of phone, internet, cable, and any other utility services provided to the leased premises and approved by the City. Lessee shall provide janitorial services for the leased premises. Lessee agrees to ensure the compliance of the employees of any janitorial services provider engaged by Lessee with the terms of this lease.

10. To the extent that Lessee may incorporate, install, or otherwise use any playground equipment on and/or in the leased premises, it shall be Lessee's sole responsibility to maintain any such equipment in a safe and working condition.

11. Lessee agrees to obey any and all restrictions and instructions posted by the Lessor regarding the use of: (1) the leased premises; (2) any common areas to which the Lessee may have access, including but not limited to parking areas; and (3) environmental services, including but not limited to garbage/recycling receptacles and/or garbage/recycling collection.

12. Lessor shall insure building, but not Lessee's property, against loss due to fire and/or other hazards. Lessee shall be responsible for providing its own insurance on Lessee's contents of the leased premises. Lessor shall not be liable to Lessee for damage to the Lessee's equipment, fixtures, and other property in the leased premises resulting from fire, windstorm or other casualty, or from failure of Lessor to make any repair to the leased premises.

13. Lessee is required to provide certificate of insurance showing that Lessee carries, or has in force, general liability insurance on the building and premises in which and on which the leased premises are located. Limit of liability for general liability insurance shall be a minimum of five hundred thousand dollars ($500,000) per occurrence, five hundred thousand ($500,000) personal injury and one million dollars ($1,000,000) general aggregate. Certificate shall name Lessor as additional insured, provide the Lessor with a waiver of subrogation and with thirty (30) days' written notice of intent to cancel or not renew general liability coverage. Lessee shall furnish Lessor with said certificate at inception of this lease agreement and upon each renewal of Lessee's

general liability insurance. Lessee is responsible for the payment of any deductibles or self-insured retentions. The Lessee's insurance is primary and non-contributory. If the Lessee carries higher coverage limits than those specified above, the higher coverage limits apply.

14. In the event Lessee shall default in the payment of any monthly rental herein provided for and such default shall continue for fifteen (15) days; or if Lessee shall default in the performance of any of the other covenants, promises or agreements herein set forth and such default shall continue for fifteen (15) days after Lessor shall have notified Lessee in writing of the existence of such default; or if Lessee is adjudicated as bankrupt, Lessee shall be deemed to have breached this agreement and Lessor shall have the right at its option to forthwith cancel and terminate this lease by notice in writing to Lessee, and if such notice shall be given all rights of Lessee to the use and occupancy of said premises shall terminate as of the day set forth in said notice and Lessee will at once surrender possession of the premises to Lessor and remove all of Lessee's effects therefrom and Lessor may forthwith re-enter the premises and repossess same. No termination of this lease prior to the normal expiration thereof shall affect Lessor's right to collect rent for the period prior to termination thereof.

15. Lessee shall be responsible for all damage to the leased premises, whether caused by Lessee's agents, servants or employees or by Lessee's fault. Any damage to said premises shall be repaired at Lessee's expense but no repairs shall be made without the prior written approval of Lessor. If Lessee shall fail or neglect to make any repair; Lessor shall have the right to do so at Lessee's expense. Lessee shall reimburse Lessor for such repairs as Lessor makes or causes to be made on the first day of the month following the presentation to Lessee of a statement for same.

16. All rental payments, renewals and notices required herein shall be delivered to City of Auburn, City Hall, 144 Tichenor Avenue, Auburn, Alabama.

17. Lessee agrees to pay a reasonable attorney's fee and all reasonable costs incurred, if it becomes necessary for Lessor to employ an attorney to collect any of the rent agreed to be paid under the terms of this agreement, and in the event suit is filed or any court proceedings are instituted to enforce any of the provisions of this agreement, it is agreed by the parties hereto that such suit or court proceedings shall be brought in the appropriate court in Lee County, Alabama; and Lessee expressly waives all exemptions secured to Lessee under the laws of the State of Alabama or any other state in the United States as against the collection of any debt herein or hereby incurred or secured.

18. Lessee shall indemnify, hold harmless and defend the Lessor, its officials, representatives, agents, servants and employees from and against any and all claims, actions, damages, liability and expense in connection with loss of life, bodily injury, personal property and/or damage to property arising from or out of any occurrence in, upon, or at the leased premises, or the occupancy or use by Lessee of the leased premises or any part thereof, or occasioned wholly or in part by any act or omission by Lessee, their agents, contractors, employees, servants, sublessee's or concessionaires. This obligation survives the payment of any losses by the Lessee's insurance company.

19. Lessor shall have the right to terminate this lease at any time by the giving of thirty (30) days written notice of such termination of Lessee.

20. If any provision of this lease shall be declared invalid or unenforceable, the remainder of the lease shall continue in full force or effect. This lease contains the entire agreement between the parties and any executory agreement hereinafter made shall be ineffective to change, modify, or discharge it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, or discharge is sought.

IN WITNESS WHEREOF, Lessor and Lessee have set their hands and seals in duplicate, each of which shall constitute an original, on the day and date first above written.

City of Auburn,
Alabama a Municipal
Corporation

BY: _____
Megan McGowen Crouch
Its: City Manager

SEAL

ATTEST:

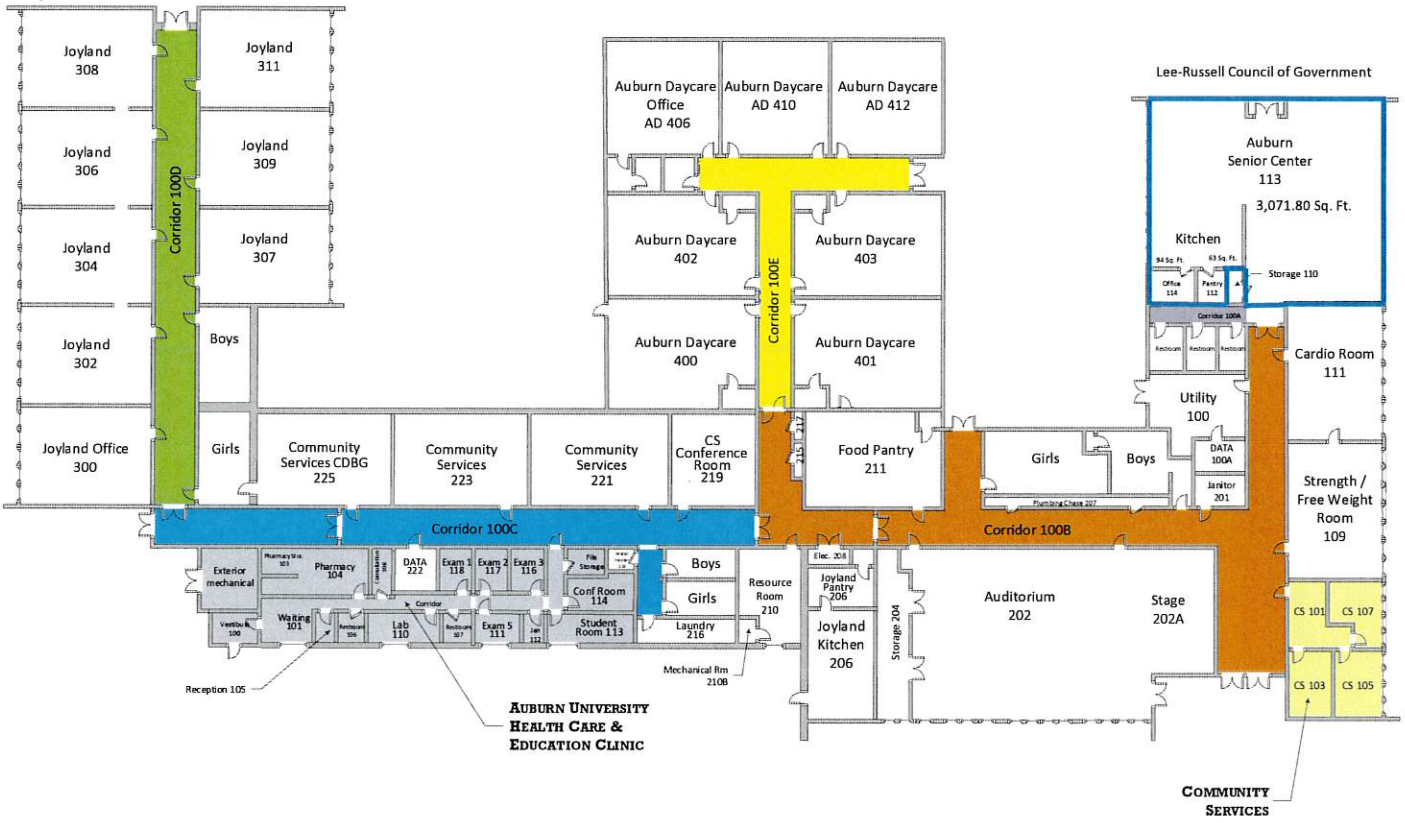
BY: _____
Lindsay Manley
Assistant City Clerk

LESSEE

Organization: Lee-Russell Council of Governments

Signature: Lisa Scott

Address: 2207 Gateway Dr.
Opelika, AL 36801


Joyland 308
Joyland 311
Joyland 306
Joyland 309
Joyland 304
Joyland 307
Joyland 302
Boys
Joyland Office 300
Girls
Corridor 100D
Community Services CDBG 225
Community Services 223
Community Services 221
CS Conference Room 219
Corridor 100C
Auburn Daycare Office AD 406
Auburn Daycare AD 410
Auburn Daycare AD 412
Auburn Daycare 402
Auburn Daycare 403
Auburn Daycare 400
Auburn Daycare 401
Corridor 100E
Food Pantry 211
Corridor 100B
Lee-Russell Council of Government
Auburn Senior Center 113
3,071.80 Sq. Ft.
Kitchen
Storage 110
Office 114
Pantry 112
Corridor 100A
Restroom
Restroom
Restroom
Utility 100
Cardio Room 111
Girls
Boys
DATA 100A
Janitor 201
Strength / Free Weight Room 109
Auditorium 202
Stage 202A
CS 101
CS 107
CS 103
CS 105
Joyland Kitchen 206
Joyland Pantry 206
Storage 204
Resource Room 210
Boys
Girls
Laundry 216
Mechanical Rm 210B
Exterior mechanical
Pharmacy 104
DATA 222
Exam 1 118
Exam 2 117
Exam 3 116
Conf Room 114
Waiting 101
Lab 110
Exam 5 111
Student Room 113
Reception 105
AUBURN UNIVERSITY HEALTH CARE & EDUCATION CLINIC
COMMUNITY SERVICES

Agenda Item Summary

Item No. 8 d 2

Council Meeting Date	October 6, 2026
Department	Environmental Services
Submitted By	Catrina Cook
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:
CARE Humane Society
1140 Ware Drive
Auburn, AL 36832

Description of item under consideration
Resolution authorizing the City Manager to execute a two (2) year contract with CARE Humane Society for animal sheltering services. The contract is in the amount of $214,683 for FY 2027 and an amount to be negotiated for FY 2028 based on the City's pro rata share of animals submitted to CARE Humane Society.

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

Is this a budgeted item?: Yes

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 enter into a contract for animal sheltering services; and

WHEREAS, the City of Auburn desires to enter into a two (2) year contract with the Care Humane Society, Inc. in the amount of $214,683 for FY 2027 and an amount to be determined for FY 2028 based upon the City's pro rata share of animals submitted to Care Humane Society, Inc.

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 Care Humane Society, Inc. in the amount of $214,683 for FY 2027 and an amount to be determined for FY 2028 based upon the City's pro rata share of animals submitted to Care Humane Society, Inc.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 6th day of October 2026.

_____
Mayor

ATTEST:

_____
City Manager

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

THROUGH: Keith Williams, Public Services Executive Director

FROM: Catrina W. Cook, Environmental Services Director

DATE: September 28, 2026

SUBJECT: CARE Humane Society

I am recommending approval of a two (2) year contract with CARE Humane Society, Inc. for animal sheltering services. The contract includes animals surrendered to the CARE Humane Society by Auburn citizens as well as the City's animal control officers.

The contract is in the amount of $214,683 for FY 2027 and an amount to be negotiated for FY 2028 based on the city's pro rata share of animals submitted to the LCHS. The funds for the contract are included in the Environmental Services Department's budget.

City of Auburn
Contract Title: Animal Shelter Services

THIS CONTRACT made and entered into by and between **THE CITY OF AUBURN, ALABAMA,** a municipal corporation, hereinafter referred to as **"CITY,"** and **CARE HUMANE SOCIETY™**, an Alabama non-profit Corporation, hereinafter referred to as **"CARE."**

STATEMENT OF BACKGROUND INFORMATION

CARE has for several years assisted CITY with its animal control program by housing, tending, administering, and disposing of stray and unwanted animals originating within the City.

CITY as lessor and CARE as lessee, entered into a thirty (30) year Lease Agreement as of the 17th day of March 1999 (CITY Resolution No. 99-40) where CARE shall continue to provide service and benefits to the citizens of CITY by holding stray, unwanted and unowned dogs and cats in accordance with a separate agreement between CITY and CARE; and

CITY has determined it is in the public interest to enter into this Contract with CARE for such assistance and activities.

PURPOSE OF CONTRACT

WHEREAS, the purpose of this contract is to describe the rights and responsibilities of CARE and CITY in respect to the provision of animal shelter services to CITY, which has no animal shelter services of its own; and

WHEREAS, the City Code of Auburn, Chapter 4 (Animals) establishes regulations regarding animals within the City limits, including the control of animals and impoundment; and

WHEREAS, funds for this purpose are authorized through the annual CITY budget and the Auburn City Council authorized this contract with the effective date of October 1, 2026.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance of the scope of work contained herein, as attached and made part hereof, CITY and CARE mutually agree as follows:

1. **Scope of Work**
   CARE shall independently provide the following Services to CITY:

a. CARE shall provide animal sheltering services for stray and unwanted cats and dogs to CITY to assist CITY in fulfilling its obligations under Section 3-7A-7, Code of Alabama 1975.
b. Animal sheltering services shall consist of humanely sheltering, holding and disposing of canines and felines, specifically excluding feral felines unless surrendered in humane animal traps. CARE shall have no obligation to accept:

    I. Feral felines not surrendered in humane animal traps; or

    II. Any species of animals other than canines or felines; or

    III. Any animal, if in the reasonable determination of the shelter executive director or his/her designee ("EDOD"), (A) the shelter is at "maximum humane capacity"; or (B) the animal poses a serious risk to the animals in the shelter or to CARE personnel.

    Maximum humane capacity is the total number of animals which may be effectively and properly cared for in the CARE shelter taking into account: (A) the number of kennels and cages within the shelter; (B) treatment and care standards relating to humane treatment of shelter animals as promulgated by applicable professional associations; and (C) CARE personnel, equipment and supplies available to care for such animals; all as reasonably determined by EDOD. The EDOD shall give prompt notice to the City in the event that the shelter reaches maximum humane capacity. CARE shall diligently and in good faith seek to ensure adequate personnel, equipment and supplies are available to provide space for animals surrendered by CITY.

    Disposition of animals shall include:

    I. Prior to the seven (7) day holding period required by Section 3-7A-8, Code of Alabama (1975): (A) Releasing animal to owner; or (B) Euthanizing in the event such animal poses a serious risk to other animals in the shelter or to CARE personnel, as reasonably determined by EDOD, or as authorized by Section 3-1-8, Code of Alabama (1975); and

    II. After such seven (7) day hold period, adoption or transfer of animal to other entity which is a suitable alternative to euthanasia.

c. During regular business hours CARE will allow properly licensed CITY employees to utilize CARE facilities, equipment and supplies for the purposes of disposing of "Wildlife" as reasonably determined by EDOD; provided however, CARE personnel shall not be required to assist with Wildlife.

d. During regular business hours prior to entering CARE facilities, CITY shall allow CARE to assess and vaccinate animals surrendered by CITY. If EDOD deems an animal cannot be accepted initially because of its medical condition, CITY shall cause animal to be evaluated by a licensed veterinarian. If, after such examination, CITY surrenders said animal for readmission to CARE, CITY shall provide to CARE a copy of the veterinary evaluation and any applicable prescribed medications for the animal.

e. CARE shall provide veterinary care at the discretion of the EDOD. Consistent with the Code of Alabama any agent of CARE may lawfully destroy, or cause to be destroyed, any animal found abandoned and not properly cared for. CARE shall have a policy and procedure to follow in documenting the agreement to euthanasia and a procedure to follow in attempting to reach the owner. CARE may recover the costs from the owner of the animal, if identified, for such veterinary treatment or euthanasia procedure.

f. CARE will not accept animals seized for alleged criminal abuse, cruelty, neglect, or in connection with any other similar alleged criminal violation related to animal welfare ("Case Animals") until such animals have been released to the custody of CITY by court order and all required medical treatment of the animals has been completed.

g. CARE shall accept animals surrendered by their owners residing within the CITY's limits on an appointment only basis during regular business hours unless otherwise approved by CARE personnel.

h. Stray animals are not accepted at CARE after hours. In the event of an emergency outside of CARE's regular business hours such as an arrest, traffic accident, domestic violence incident, etc., Animal Control and law enforcement personnel should contact CARE management for instructions on dropping off any animal(s) needing to be left at CARE's facility.

2. **<u>Administration of Chapter 4 (Animals) of the City Code of Auburn</u>**

a. At the time of impoundment, CARE shall provide CITY's animal control officer, for each animal, an identification and disposition record, which shall show, as a minimum, the description of the animal, the date, time, and location where apprehended, and any obvious illness or injury of the animal.

b. At the time of impoundment of the animal, CITY's animal control officer shall prepare citation(s) as prescribed by law, and shall give such citations to the EDOD for presentation to the owner.

c. At the time the animal is released, CARE shall complete said citation(s) for the animal apprehended. Prior to the end of the 7 day hold period, the animal shall be

released only to the owner as verified by the owner providing either a photo of the animal, vet record, or notarized statement describing the animal. Owners must present a Driver's License or other appropriate identification to claim the animal. If CARE deems that the individual attempting to retrieve an animal from the shelter has inadequate identification, CARE shall consult with the Director of Environmental Services for the CITY or other duly authorized CITY representative, and follow the instructions received, which shall be promptly provided to CARE.

d. At the time an animal is presented to its owner, the CARE representative shall ensure that any citation is completed as follows:

    I. The name and address of owner is recorded in the appropriate space.

    II. The date and time of delivery is recorded in the "remarks" section.

    III. The owner's signature is obtained on the citation.

e. In the event the owner refuses to accept a citation, or accepts it but refuses to sign it, the CARE representative shall record "refused to accept" or "refused to sign" in the signature space and the animal shall be released to the owner.

f. When an animal is unidentified and unclaimed, the CARE representative shall record "unclaimed" in the signature space on the identification and disposition form and citation.

g. Upon release or other disposition of an impounded animal, all copies of any citations pertaining to that animal, except the copy delivered to the owner, shall be attached to the identification and disposition form and made available to the CITY for retrieval.

h. Impounded animals not redeemed by the owner within seven (7) days after impoundment may be adopted or disposed of by CARE.

3. **Compensation**

a. In consideration of CARE performing the Services, the CITY agrees to pay fees beginning October 1, 2026, of $214,683 to perform the duties and obligations set forth herein during budget year October 1, 2026, through September 30, 2027, with said sums to be paid as follows: Equal monthly payments of $17,890.25 made on or before the 15th day of each month. CARE will submit a budget request to the CITY no later than April 30, 2027, for consideration during the budget evaluation process. The CARE budget request shall include information and calculations to justify the requested amount. CARE shall include its proposed budget for fiscal year 2028 and its audited financial statements for fiscal year 2026 in the budget request for fiscal year 2028. The City shall notify CARE of the contract services fee

amount included in the City Manager's proposed budget or budget amendment. The City shall also notify CARE of the contract amount that is included in the budget or budget amendment approved by the City Council.

b. CARE shall utilize said sums only to provide animal sheltering services hereunder.

c. CARE shall keep and maintain books and records of the funds spent under the terms of this contract and said books and records shall be made available for inspection by the CITY at all reasonable times and places.

I. CARE shall have an annual audit conducted by an independent public accounting firm qualified to perform audits of non-profit organizations. The audit shall be conducted in accordance with generally accepted auditing standards.

II. A copy of CARE's audited annual financial statements shall be submitted to the City as provided in section a. above.

4. **Conditions of Contract**

a. CARE will make available to Auburn citizens its program of education to promote the proper care and treatment of animals.

b. CARE shall not have the right, authority or power to sell or assign this contract or the powers granted to it or any interests therein, to any other person or party without the consent of the CITY.

c. CARE shall be solely responsible for the security and health of the animals released to it by the CITY and shall be solely responsible for any escaped animals or any illness of or injury to said animals while they are in the custody of CARE.

d. CARE agrees to provide Workmen's Compensation, Property Damage and Public Liability insurance in terms and amount satisfactory to the CITY. CARE shall provide the CITY with a certificate of insurance showing it carries the insurance coverage as detailed in Exhibit A.

e. This contract shall become effective upon its execution by both parties for a period of two (2) years with the understanding that contract fee is re-negotiated at the beginning of year two.

f. This contract may be terminated by either party upon ninety (90) days advance notice in writing to the other party.

g. This contract may be terminated if any party fails to cure any breach of its obligations hereunder within forty five (45) days of receiving written notice to do

so. Written notice of breech should be provided promptly allowing opportunity to cure before issuing forty-five (45) days written notice.

h. In the event of fire, wind, water damage or any other damage to CARE facilities or any other event reasonably beyond the control of CARE that renders CARE unable to perform its duties hereunder ("Force Majeure Event"), CARE shall not be legally obligated to perform animal sheltering services to the CITY under this contract; provided CARE provides notice to the CITY of such Force Majeure Event within fifteen (15) days after the occurrence of such event. CITY payments to CARE under this contract shall be reduced on a pro rata basis for the days CARE is unable to provide sheltering services to the CITY due to a Force Majure Event.

IN WITNESS WHEREOF, the parties have caused this contract to be executed by those individuals duly authorized as of the date written above.

THE CITY OF AUBURN, ALABAMA

_____
Its City Manager

CARE HUMANE SOCIETY™

_____
Its President, Board of Directors

Exhibit A

Liability Insurance.
CARE shall provide and maintain during the life of the contract, General Liability Insurance, Automobile Liability Insurance, Umbrella Liability Insurance and Workers' Compensation Insurance in the following amounts:

1. General Liability Insurance - $1,000,000 per occurrence or claim, $1,000,000.00 personal and advertising injury, $2,000,000.00 general aggregate and $2,000,000.00 products/completed operations aggregate. If coverage is written on a claims-made basis, it will be kept in effect for a period of two (2) years following the expiration of this agreement.

2. Automotive Liability Insurance - $1,000,000 combined single limit.

3. Workmen's Compensation Insurance that provides statutory workers' compensation benefits for all its employees and Employers' Liability Coverage with limits of, at a minimum, $1,000,000.00 each accident, $1,000,000.00 disease – each employee and, $1,000,000.00 disease – policy limit.

4. Umbrella Liability (over all of the above, plus Workers Compensation) - $2,000,000 per occurrence or claim and $2,000,000 aggregate.

5. The General Liability Insurance, Automobile Liability Insurance, and Umbrella Liability insurance policies shall name CITY as additional insured and the insurer will not cancel or decrease the insurance coverage without first giving the CITY thirty (30) days written notice. There will be waivers of subrogation in the CITY's favor for all of the required coverages. CITY reserves the right to modify required coverages in the future if conditions warrant, including higher liability limits and/or broader coverage. In the event CITY exercises this right, CARE may seek a price increase in accordance with the terms of this agreement. CARE's insurance is primary.

6. CARE will be responsible for the payment of any deductibles or self-insured retentions required in the insurance policies listed in this Exhibit.

7. The above coverage limits are minimums. If CARE carries higher coverage limits, the higher limits will apply.

8. CARE agrees to indemnify, hold harmless, and defend the City, its officials, representatives, agents, servants, and employees from and against any and all claims, actions, lawsuits, damages, judgments, liability, and expense, including attorneys' fees and litigation expenses arising out CARE's activities in connection with the work to be performed under this contract. This obligation shall survive the payment of any losses by CARE's insurance carrier.

Agenda Item Summary

Item No. 8 d 3

Council Meeting Date	October 6, 2026
Department	Auburn Public Library
Submitted By	Cynthia Ledbetter
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:
Dell Products and Services (PCs and accessories)
PO Box 534118
Atlanta, GA 30353-4118

Description of item under consideration
Resolution authorizing the City Manager to purchase computer equipment for the Boykin-Donahue Library from Dell Products and Services (PCs and accessories) to support essential computer equipment to serve the needs of the public and staff.

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
THROUGH: Keith Williams, Public Services Executive Director
FROM: Cynthia Ledbetter, Library Director
DATE: September 14, 2026
SUBJECT: Boykin-Donahue Library Computer Equipment

The Library Department respectfully requests City Council approval for the City Manager to authorize the purchase of computer equipment for the Boykin-Donahue Library.

To support the opening of the new library at the Boykin-Donahue Campus, the Library Department plans to procure essential computer equipment that will allow for efficient and secure library operations. This includes:

- Three (3) touchscreen monitors to serve as public access catalogs totaling $3,113.07
- Forty (40) computer monitors to serve public and staff needs totaling $3,899.60
- Thirty-three (33) Dell Pro Micro QCM1250 to serve as public PCs totaling $35,021.25
- Ten (10) Dell Pro Max Slim FCS1250 to serve as staff PCs totaling $14,484.00

These items will be purchased from Dell Products and Services (PCs and accessories) - State Contract #MA230000003898 - at a quoted total cost of $56,517.92. I recommend authorizing approval of an additional ten (10) percent of the quoted total amount ($5,652) as contingency for unforeseen conditions.

Thank you for your consideration.

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 purchase essential computer equipment to support the opening of the branch library of the Auburn Public Library; and

WHEREAS, a quote has been received from Dell Products and Services (PCs and accessories) - State Contract #MA230000003898 - for computer equipment for the branch library of the Auburn Public Library for a total cost of $56,517.92.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama, hereby authorizes the City Manager to approve payment to Dell Products and Services (PCs and accessories) for the procurement of computer equipment at a total cost of $56,517.92 and further authorizes up to ten percent (10%) of the quoted amount ($5,652) as contingency for unforeseen conditions.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this 6th day of October 2026.

_____
Mayor

ATTEST:

_____
City Manager

Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Oct. 10, 2026**.

You can download a copy of this quote during checkout.

Place your order

Quote Name:	**Terry Bundle**	Sales Rep	Ryan Okelley
Quote No.	**3000206188186.2**	Phone	1(800) 4563355, 6186416
Total	**$56,517.92**	Email	Ryan.Okelley@Dell.com
Customer #	7430966	**Billing To**	ACCOUNTS PAYABLE CITY OF AUBURN 144 TICHENOR AVE STE 7 AUBURN, AL 36830-4785
Quoted On	Sep. 10, 2026		
Expires by	Oct. 10, 2026		
Contract Name	State of Alabama - Dell Products and Services (PCs and Accessories)		
Contract Code	C000001041567		
Customer Agreement #	MA230000003898		
Deal ID	30888830		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Ryan Okelley

Shipping Group

Shipping To

TERRY KELLEY
CITY OF AUBURN
144 TICHENOR AVE
INFORMATION TECHNOLOGY
AUBURN, AL 36830
(334) 501-7210

Shipping Method

Standard Delivery

Product	List Price	Unit Price	DOL	Quantity	Subtotal
Elo 2203LM 22" Class LED Touchscreen Monitor - 16:9 - 14 ms	**$1,152.99**	**$1,037.69**	**10.00%**	**3**	**$3,113.07**
Dell Pro 24 Adjustable Stand Monitor - E2425HSM	**$187.49**	**$97.49**	**48.00%**	**40**	**$3,899.60**
Dell Pro Micro QCM1250	**$2,439.66**	**$1,061.25**	**56.50%**	**33**	**$35,021.25**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Dell Pro Max Slim FCS1250	**$3,345.03**	**$1,448.40**	**56.70%**	**10**	**$14,484.00**

Subtotal:	**$56,517.92**
Shipping:	**$0.00**
Non-Taxable Amount:	**$56,517.92**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$56,517.92**



Shipping Group Details

Shipping To

TERRY KELLEY
CITY OF AUBURN
144 TICHENOR AVE
INFORMATION TECHNOLOGY
AUBURN, AL 36830
(334) 501-7210

Shipping Method

Standard Delivery

	Unit Price	Quantity	Subtotal
Elo 2203LM 22" Class LED Touchscreen Monitor - 16:9 - 14 ms	**$1,037.69**	**3**	**$3,113.07**

Estimated delivery if purchased today:
Sep. 29, 2026
Contract # C000001041567
Customer Agreement # MA230000003898

Description	SKU	Unit Price	Quantity	Subtotal
Elo 2203LM 22" Class LED Touchscreen Monitor - 16:9 - 14 ms	AC423669	-	3	-

	Unit Price	Quantity	Subtotal
Dell Pro 24 Adjustable Stand Monitor - E2425HSM	**$97.49**	**40**	**$3,899.60**

Estimated delivery if purchased today:
Sep. 18, 2026
Contract # C000001041567
Customer Agreement # MA230000003898

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro 24 Adjustable Stand Monitor - E2425HSM	210-BQHZ	-	40	-
Dell Limited Hardware Warranty	814-9340	-	40	-
Advanced Exchange Service, 3 Years	814-9341	-	40	-

	Unit Price	Quantity	Subtotal
Dell Pro Micro QCM1250	**$1,061.25**	**33**	**$35,021.25**

Estimated delivery if purchased today:
Oct. 13, 2026
Contract # C000001041567
Customer Agreement # MA230000003898

Description	SKU	Unit Price	Quantity	Subtotal
Intel(R) Core(TM) Ultra 5 235T (R) (13 TOPS NPU, 14 cores, up to 5.0GHz)	338-CRZJ	-	33	-
Windows 11 Pro	619-BBQD	-	33	-
16 GB: 1 x 16 GB, DDR5, up to 5600 MT/s, non-ECC	370-BCWF	-	33	-
512GB SSD	400-BSWY	-	33	-
Internal WiFi Antenna	555-BLWT	-	33	-
Intel(R) Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth(R) wireless card	555-BLWW	-	33	-
Wireless Driver, Intel(R) Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth(R) wireless card	555-BLZP	-	33	-
Dell Pro Micro with 35W Processor	329-BKRP	-	33	-
Dell Pro Keyboard and Mouse - KM5221W - US English - Black	580-AJJG	-	33	-
Mouse included with Keyboard	570-AADI	-	33	-
ENERGY STAR Qualified	387-BBLW	-	33	-
US Power Cord	450-AAZN	-	33	-

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Documentation	340-DNBV	-	33	-
Watch Dog SRV	379-BFYR	-	33	-
Quick Start Guide	340-DTWQ	-	33	-
US/Canada Battery Warning Label	389-FKHG	-	33	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	33	-
Shipping Material, MPP Cusion	340-DTXM	-	33	-
Shipping Label	389-BBUU	-	33	-
Regulatory Label for 90W Adapter	389-FKNR	-	33	-
Driver/APP for IRST	658-BFTS	-	33	-
Intel(R) Core(TM) Ultra 5 Processor Label	389-FGFR	-	33	-
Desktop BTO Standard shipment	800-BBIO	-	33	-
Dell Pro Micro QCM1250	210-BPPW	-	33	-
No vPro(R) support	631-BCFK	-	33	-
1st M.2 2230 SSD Extend Bracket & Screw	575-BCRQ	-	33	-
Internal Speaker	520-BBGY	-	33	-
EPEAT Gold with Climate+	379-BDZB	-	33	-
No Additional Video Ports	492-BCKH	-	33	-
90 Watt A/C Adapter	450-ALFO	-	33	-
No Hazardous Locations Certification	340-ACQQ	-	33	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	33	-
Custom Configuration	817-BBBB	-	33	-
Dell Limited Hardware Warranty Plus Service	716-3403	-	33	-
ProSupport: 7x24 Technical Support, 39 Months	717-7618	-	33	-
ProSupport: Next Business Day Onsite, 39 Months	718-9038	-	33	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	33	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	33	-
Dell Pro Micro QCM1250	658-BFVZ	-	33	-

	Unit Price	Quantity	Subtotal
Dell Pro Max Slim FCS1250	**$1,448.40**	**10**	**$14,484.00**

Estimated delivery if purchased today:
Sep. 25, 2026
Contract # C000001041567
Customer Agreement # MA230000003898

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro Max Slim (FCS1250) CTO Base	210-BPST	-	10	-
Intel Core Ultra 5 235 (24 MB cache, 14 cores, 14 threads, 2.9 GHz to 5.0 GHz, 65W)	338-CSBT	-	10	-
Windows 11 Pro	619-BBQD	-	10	-
Dell Pro 7 Slim Keyboard and Mouse - KM726 - Black - US English	580-BDLL	-	10	-
Mouse included with Keyboard	570-AADI	-	10	-
Intel Integrated Graphics	490-BKSG	-	10	-
16GB: 1 x 16 GB, DDR5, 5600 MT/s, non-ECC	370-BCTW	-	10	-

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

512GB SSD TLC M.2 2230 PCIe Gen4	400-BTHD	-	10	-
No Hard Drive	400-AKZR	-	10	-
Storage Config C1, 2230 boot	449-BCHN	-	10	-
No Hard Drive Bracket	575-BBKX	-	10	-
NO RAID	817-BBBN	-	10	-
Intel(R) Wi-Fi 7 BE200, 2x2, 802.11be, MU-MIMO, Bluetooth(R) 5.4 wireless card	555-BLXC	-	10	-
Internal Wi-Fi Antenna	555-BLXF	-	10	-
Intel vPro Enterprise	631-BCCZ	-	10	-
Watch Dog SRV	379-BFYR	-	10	-
ENERGY STAR Qualified	387-BBLW	-	10	-
System Power Cord C13 (US 125V, 15A)	450-AHDU	-	10	-
Documentation	340-DNBV	-	10	-
Intel BE200 WLAN Driver	555-BLZL	-	10	-
Shipping Material (DAO)	340-CBUU	-	10	-
Shipping Material (DAO)	340-DTSR	-	10	-
Custom Configuration	817-BBBB	-	10	-
Quick Setup Guide	340-DTYN	-	10	-
US Reese coin battery Package Warning label	389-FKHB	-	10	-
Dell Pro Max Slim with 360W (80 Plus Platinum) PSU (no system fan), DAO	321-BLRV	-	10	-
Intel Rapid Storage Technology Driver	409-BCYS	-	10	-
Intel(R)Core(TM) Ultra 5 vPro Processor Label	389-FJVY	-	10	-
Dell Precision / Pro Max Desktops TPM	340-ACBY	-	10	-
EPEAT Gold with Climate+	379-BDZB	-	10	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	10	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	10	-
CMS Essentials DVD no Media	658-BBTV	-	10	-
65W CPU Air Cooler	412-BCBP	-	10	-
No Hazardous Locations Certification	340-ACQQ	-	10	-
No Optical Drive	429-BBCL	-	10	-
Integrated Intel SATA Controller	403-BBCE	-	10	-
FSJ Regulatory Label, 360W Platinum	389-FJZS	-	10	-
No Fans Included	384-BDRW	-	10	-
No Hard Drive	400-AKZR	-	10	-
No Hard Drive	400-AKZR	-	10	-
No Media Card Reader	385-BBBL	-	10	-
Dell Limited Hardware Warranty Plus Service	716-2638	-	10	-
ProSupport Next Business Day Onsite 3 Years	717-0809	-	10	-
ProSupport 7x24 Technical Support 3 Years	717-0821	-	10	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	10	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	10	-

Dell Pro Max Slim FCS1250	658-BFWB	-	10	-

Subtotal:	**$56,517.92**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$56,517.92**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for Thirty (30) days from the date of this Quote. All products, pricing, and other information are based on the latest information available and are subject to change for any reason. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Prices and/or discounts, as applicable, are subject to change: (i) in the event of industry-wide shortages in materials or resources, increases in the cost of manufacturing, currency fluctuations, changes to government charges or tariffs, or other factors outside Supplier's control; (ii) in the event of structural or significant changes in the way Supplier develops its pricing and/or discounting strategy; (iii) if Customer requests changes to Supplier's planned delivery date; or (iv) if Customer materially breaches its commitments under this Quote. If such changes occur, pricing may be adjusted and/or purchase orders may be cancelled by Supplier until the date of shipment, even after an order has been placed. Supplier will give Customer as much notice of these changes as is reasonably practicable under the circumstances. Supplier also reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors and/or Customer changes to Supplier's planned delivery date.

Entire Agreement – This Quote, including the Governing Terms, Schedules, any Offering Specific Terms incorporated by reference and each Order, comprises the complete statement of the agreement of the Parties regarding the subject matter thereof, and may be amended only by written agreement. Terms on any Order or any term or condition on a Customer form have no legal effect and do not modify or supplement these Terms of Sale.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Agenda Item Summary

Item No. 8 d 4

Council Meeting Date	October 6, 2026
Department	Finance
Submitted By	Allison Edge
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:
Machen McChesney LLP
1820 E University Drive
Auburn, AL 36830

Description of item under consideration
Resolution authorizing the City Manager to execute an assignment agreement acknowledging and consenting to the assignment of the City's contract with Machen McChesney LLP to Frazier & Deeter, LLC.

Why is Council action needed?
Authorization is needed to allow the City Manager to sign the assignment agreement.

Is this a budgeted item?: Yes

RESOLUTION NO. _____

WHEREAS, the City of Auburn is required to conduct an annual financial audit in accordance with the provisions of the Code of Alabama § 11-43A-27 (1975); and

WHEREAS, the City of Auburn entered into a contract with the accounting firm of Machen McChesney, LLP to conduct an audit for the fiscal years ending September 30, 2025 and 2026 on July 22, 2025; and

WHEREAS, the City of Auburn has been notified by Machen McChesney, LLP of its intent to sell or assign certain of its assets to Frazier & Deeter, LLC, to include the assignment of the City of Auburn's contract for the audit of the 2025 and 2026 fiscal years.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama, does hereby authorize the City Manager to execute an agreement acknowledging and consenting to the assignment of all contractual terms of the agreement approved on July 22, 2025, to Frazier & Deeter, LLC.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this 6th day of October 2026.

_____
Mayor

ATTEST:

_____
City Manager

MACHEN MCCHESNEY
CPAs & Business Advisors

September 22, 2026

City of Auburn, Alabama
144 Tichenor Ave
Auburn, Alabama 36830

Re: Letter of Understanding (the "**Agreement**"), dated July 22, 2025, by and between the City of Auburn, Alabama ("**you**") and Machen McChesney, LLP, an Alabama professional limited liability partnership (the "**Company**" or "**we**").

To Whom It May Concern:

The Company is pleased to advise you that is has entered into an agreement with Frazier & Deeter, L.L.C., a Georgia limited liability company (the "**Purchaser**"), pursuant to which the Company will sell or assign to the Purchaser certain of its assets (the "**Transaction**"). This letter (this "**Letter**") is to advise you that, as part of the Transaction and subject to the definitive documents in respect thereof, there will be a direct assignment of the Agreement to Purchaser (the "**Assignment**").

If the Transaction is not consummated, the Assignment will not occur, and the Agreement will remain in full force and effect in accordance with its current terms. We will notify you if the closing does not occur.

By signing this Letter, you hereby: (i) consent to the Assignment, (ii) waive any right to terminate, and any violation, breach, or default under the Agreement in connection with or as a result of the Assignment, (iii) waive any notice requirement or review or response period contained in the Agreement that could otherwise be triggered by the Assignment, (iv) acknowledge that no payment is or will become due and no penalty will result as a result of or in connection with the Assignment, (v) acknowledge and agree that the Agreement will remain in full force and effect and enforceable following the consummation of the Assignment, and (vi) acknowledge that there are no uncured defaults, breaches or events of default on your part, or, to your knowledge, by the Company in the performance of any of its obligations thereunder, and there are no facts or circumstances known to you which would, with the passage of time or the delivery of notice, or both, constitute a default, breach or event of default thereunder.

Please acknowledge your receipt of this Letter and your consent to the Assignment by signing where indicated below and emailing a PDF copy to me at mmachen@machen.cpa at your earliest convenience. Signatures executed or delivered via electronic mail (including via PDF, DocuSign or similar technologies, or any electronic signature) or other transmission method shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

This Letter shall inure to the benefit of the Company, the Purchaser (who is an express and intended third-party beneficiary of this Letter), and each of their respective successors and assigns, and shall be binding upon each of their heirs, personal representatives, successors and assigns.

If you have any questions regarding the foregoing, please do not hesitate to contact me at mmachen@machen.cpa. We thank you in advance and appreciate your assistance and cooperation in this matter.

Very truly yours,

Machen McChesney, LLP, an Alabama professional limited liability partnership

Name: Michael D. Machen
Title: Managing Partner

Acknowledged, agreed, and consented to:

City of Auburn, Alabama

By:_____
Name:
Title:

Agenda Item Summary

Item No. 8 d 5

Council Meeting Date	October 6, 2026
Department	Public Safety
Submitted By	Will Mathews
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:
Sunbelt Fire, Inc.
8050 McGowin Drive
Fairhope, AL 36532

Description of item under consideration
Resolution authorizing the City Manager to execute a contract with Sunbelt Fire, Inc. for the purchase of twenty (20) sets of Globe Apparel turnout gear. The total cost is $71,000.

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 Executive Director

DATE: September 25, 2026

SUBJECT: Purchase of Personal Protective Equipment

The Fire Department is requesting to purchase twenty (20) sets of Globe Apparel turnout gear. The purchase of this gear will replace existing, out-of-date or worn personal protective equipment for response personnel. This gear will be purchased from Sunbelt Fire Inc. at a quoted price of $71,000. We request approval to add a 3% contingency ($2,130) to the purchase authorization for any unforeseen costs, resulting in an aggregate total of $73,130. This pricing is based on the HGAC purchase cooperative contract #EE08-19. This is a fiscal year 2027 budgeted expenditure.

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 purchase twenty (20) sets of Globe Apparel turnout gear from Sunbelt Fire, Inc. to be used by the Fire Department; and

WHEREAS the Houston-Galveston Area Council (HGAC) contract #EE08-19 establishes the price of this equipment at $71,000 through Sunbelt Fire, Inc. of Fairhope, Alabama.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama, authorizes the City Manager to execute a contract with Sunbelt Fire, Inc. to purchase twenty (20) sets of Globe Apparel turnout gear at a total price of $71,000 and further authorizes a three percent (3%) of the contract amount ($2,130) as contingency to cover any unforeseen costs.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 6th day of October 2026.

_____
Mayor

ATTEST:

_____
City Manager

CUSTOMER QUOTE COPY: 1
DATE: 09/24/2026
EXP DATE: 10/24/2026
Quote No: Q-55923

QUOTE

Sunbelt Fire, Inc.

8050 McGowin Dr. Fairhope, Alabama 36532
Phone: (251) 928-9917 – Fax: (251) 928-9933
www.sunbeltfire.com

.QUOTED TO	SHIP TO
Customer #: 5 Auburn Fire Dept Anthony Gilmore agilmore@auburnalabama.org 144 Tichenor Ave Suite 7 Auburn, AL 36830	Auburn Fire Dept 359 East Magnolia Avenue Auburn, AL 36830

EMP	TM	SHIP VIA	TERMS
Dalton Combs	Michael Whaley		Net 30 Days

QTY	PART # & DESCRIPTION	UNIT PRICE	TOTAL
20	**GLDD462-E** Coat, Gxcel, Armor AP, Glide Ice 2-Layer, Stedair 3000	$1,975.00	$39,500.00
20	**GLFD462-E** Pant System, Armor AP, Glide Ice 2-Layer, Stedair 3000	$1,575.00	$31,500.00

Notes: HGAC #EE08-19

Parts:	$71,000.00
Freight:	TBD
CC Fees:	$0.00
Sales Tax:	$0.00
TOTAL QUOTE:	$71,000.00

AUTHORIZED BY: _____ Printed Name: _____

DATE: _____

PURCHASE ORDER: _____

THIS QUOTE/ESTIMATE IS VALID FOR 30 DAYS

TERMS AND CONDITIONS

Qualified products in new, unopened packages, or otherwise that have not been installed, may be eligible for return within 30 days, subject to a 25% restocking fee. Certain products such as electrical items, hoses, belts, rubber, or neoprene items such as O-rings, and special-order products are non-returnable. Please contact us with the item number to check return eligibility. A 1.5% monthly late fee will be assessed on all invoices over 60 days past due.

Please note that freight charges are not included in the quoted price unless explicitly requested up front.

DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

Agenda Item Summary

Item No. 8 d 6

Council Meeting Date	October 6, 2026
Department	Development Services
Submitted By	Scott Cummings
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:
TDC Pacific Properties
3411 Richmond Avenue, Suite 500
Houston, TX 77046

Description of item under consideration
Authorization is requested for the City Manager to execute an infrastructure development agreement with Sterling Auburn Cottages, LLC, for public infrastructure improvements associated with the Sterling Auburn Cottages development, an approximately 20.93 acre performance residential development. The infrastructure development agreement states that the developer will pay the City a pro rata share of street improvements needed for the East University Drive and Kent Drive intersection. Also, as part of this agreement is the authorization of the Mayor and City Manager to execute a temporary construction easement on Dinius Park Property for the construction of a storm drain and restoration of the trail in order to protect the trail from drainage and runoff from the development.

Why is Council action needed?
City Council action is needed to authorize the City Manager to execute the Infrastructure Development Agreement for activities related to the development of Sterling Auburn Cottages.

Is this a budgeted item?: N/A

RESOLUTION NO. _____

BE IT RESOLVED by the City Council of the City of Auburn, Alabama, that for the certain Infrastructure Development Agreement for Sterling Auburn Cottages attached hereto and made a part hereof by reference by and between the City of Auburn, Alabama and Sterling Auburn Cottages, LLC (Developer), is hereby duly accepted and approved and that the City Manager be and is hereby duly authorized, directed, and empowered to execute the Development Agreement for and on behalf of the City of Auburn.

BE IT FURTHER RESOLVED by the City Council of the City of Auburn, Alabama, that the Mayor and City Manager execute a temporary construction easement as shown in the Development Agreement for the construction, by the developer, for a new storm drain and trail restoration to accommodate drainage from the development.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 6th day of October 2026.

_____
Mayor

ATTEST:

_____
City Manager

State of Alabama)

Lee County)

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") made and entered into on this the _____ day of _____, 2026, by and between the City of Auburn, Alabama, a municipal corporation (hereinafter referred to as the "City"), and Sterling Auburn Cottages, LLC, a Delaware limited liability company (hereinafter referred to as the "Developer").

STATEMENT OF BACKGROUND INFORMATION

1. The Developer is the owner of or is purchasing approximately 20.93 acres described as in Exhibit A and further illustrated in the site plan provided in Exhibit B.

2. The real property described by the legal description provided in Exhibit A is being developed into a performance residential development commonly known as the "Sterling Auburn Cottages" (the "Development").

3. The Developer and City have negotiated certain matters pertaining to the Developer's use of certain rights-of-way belonging to the City under the terms and conditions set forth below.

4. The parties hereto desire to reduce to writing the responsibilities and obligation of each party.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for and in consideration of the above recitations, and the mutual covenants of agreements contained herein, the parties do hereby agree as follows:

SECTION I
GENERAL REQUIREMENTS

A. The Development shall be constructed in accordance with all requirements and standards set by the City of Auburn in addition to any requirements set forth herein. All public infrastructure,

temporary and permanent, shall adhere to all requirements and standards set by the City of Auburn in addition to any requirements set forth herein unless the City Engineer accepts alternatives for temporary construction.

B. The Developer shall explicitly comply with the Site Plan (Exhibit B). The site plan, building elevation(s), and building material details approved by the City's Development Review Team (DRT) shall be made a part of the application for a zoning certificate. Upon zoning certificate issuance, the site plan, building elevation(s) and material details may not be amended unless any such amendment is submitted, reviewed, and approved by the City's DRT. Once the amendment is approved, a new zoning certificate shall be required to be obtained by the Planning Director.

C. As the Developer constructs the extension of Hickory Drive from its current terminus to Kent Drive, the Contractor shall install and maintain appropriate measures to close Hickory Drive to through traffic until the Development is complete with all units having received at least temporary certificates of occupancy.

SECTION II
RIGHT OF WAY ENCROACHMENTS

A. The Developer shall provide adequate public access around the development in public right-of-way during the entirety of the construction along the Development perimeter and within the property for the Police, Fire and EMS services.

B. The Developer has performed a traffic impact study to evaluate traffic impacts on existing public streets. The traffic impact study confirms infrastructure improvements are warranted at the intersection of Kent Drive and East University Drive to mitigate traffic issues and manage traffic movements within the intersection.

C. The Developer will pay in lieu of constructing intersection improvements to the East University Drive/Kent Drive intersection described above and as described in Section III – Payment, below. The intersection improvements include left and right turn lanes at Kent Drive and street widening to accommodate the additional lanes. Additionally, the City has plans to construct additional improvements along East University Drive from Kent Drive to East Glenn Avenue. The developer's pro rata share for contributions to the intersection improvements will be used as part of the cost to perform the comprehensive street improvements between Annalue Drive and East Glenn Avenue.

D. The Developer shall, at its own expense, install a storm drain across a portion of the City's property known as Dinius Park for the purpose of conveying stormwater from its stormwater detention pond to an existing open channel ditch on the City's property. The purpose of the pipe is intended to protect the trail network within the Park. The work as included in the DRT plans includes the installation of the pipe and restoration of the trail. The City will negotiate a temporary construction easement to be authorized by the City Council prior to commencing work

within Dinius Park. The Temporary Construction Easement is included in this Development Agreement as Exhibit C. By approving the Development Agreement, the City will hereby execute this Temporary Construction Easement Agreement.

SECTION III
PAYMENT

A. The Developer shall contribute $368,500 as a pro rata share of the cost of intersection improvements at East University Drive and Kent Drive as described in Section II, B. This amount was determined as a pro rata share of the cost based on the distribution of traffic from existing conditions compared to the traffic load for the development to the intersection. This cost estimate is based on an engineer's opinion of probable cost of the work required to build the intersection improvements estimated at approximately $1,200,000. The City will include the improvements referenced in this Agreement with a larger scale street improvement project between Annalue Drive and East Glenn Avenue along East University Drive.

SECTION IV
LEGAL EFFECT & LIMITATIONS OF THIS DEVELOPMENT AGREEMENT

The parties hereto shall be bound by the following:

A. This Agreement shall be binding on the parties hereto, their successors and assigns.

B. All conditions, restrictions, stipulations, and safeguards contained in this Agreement may be enforced by either party hereto by action at law or equity, and all costs of such proceedings, including reasonable attorney fees, shall be paid by the defaulting party.

C. The approval granted by this Agreement is limited. Such approval shall not be construed to obviate the duty of the Developer to comply with all applicable local review and permitting procedures, except where otherwise specifically provided. Such approval shall not be construed to obviate the duty of the Developer to comply with all applicable state review and permitting procedures. Such approval shall also not obviate the duty of the Developer to comply with any city ordinance or other regulation adopted after the effective date of this Agreement.

D. The Developer shall explicitly comply with all ordinances and regulations of the City as the same pertains to the Development, including but not limited to all zoning, subdivision, sediment control, planning and engineering ordinances and regulations.

E. The provisions of this Agreement shall terminate at the earliest of either:

i. The Completion of all the requirements of the Developer described herein above and acceptance by the City of the same, or,

ii. The expiration of ten (10) years from the date of approval of this Agreement by the City Council, unless an extension is approved by the City Council of the City of Auburn. If the Developer has satisfied its obligations hereunder prior to the expiration of 10 years, the City Manager may, upon request by the Developer, issue a statement to certify that the provisions of this Agreement have been satisfied.

SECTION V
SEVERABILITY

In the event that any portion or section of this Agreement is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Agreement, which shall remain in full force and effect.

SECTION VI
ENFORCEABILITY

This Agreement shall become effective upon its adoption by the City Council of the City of Auburn, Alabama and execution by a duly authorized officer of Developer.

SECTION VII
CONTINGENCY

In the event the City does not approve the Development or the Developer does not obtain required permits or does not complete its purchase of the property described above, this Agreement shall become null and void upon Developer's delivery to City of notice of such non-acquisition of the Property or non-issuance of the required permits.

SECTION VIII
BINDING EFFECT

This Agreement shall be recorded in the office of the Judge of Probate of Lee County, Alabama,

and shall run with the land and the binding upon the parties hereto, their successors and assigns.

*** The Remainder of this Page is Intentionally Left Blank ***

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto in duplicate, each of which shall constitute an original on this the _____ day of _____, 2026.

CITY OF AUBURN, ALABAMA
A MUNICIPAL CORPORATION

BY: _____
Megan McGowen Crouch
Its: CITY MANAGER

ATTEST:

By: _____
Lindsay S. Manley
Its: ASSISTANT CITY CLERK

By: DEVELOPER

STERLING AUBURN COTTAGES, LLC
A Delaware Limited Liability Company

Name: _____

Its: Brian Dinerstein, Authorized Signatory

ATTEST: _____

Lynton Smith, AVP - Development

EXHIBIT A

Legal Description of Property

COMMENCE AT THE NORTHWEST CORNER OF SECTION 28, TOWNSHIP-19-NORTH, RANGE-26-EAST, AUBURN, LEE COUNTY, ALABAMA; THENCE RUN SOUTH 00 DEGREES 54 MINUTES 28 SECONDS EAST FOR 647.25 FEET TO AN IRON PIN FOR A CORNER; THENCE RUN NORTH 89 DEGREES 40 MINUTES 00 SECONDS EAST FOR 969.91 FEET TO AN IRON PIN AND THE POINT OF BEGINNING OF THE PARCEL HEREIN INTENDED TO BE DESCRIBED; FROM SAID POINT OF BEGINNING THENCE NORTH 89 DEGREES 40 MINUTES 00 SECONDS EAST FOR 907.98 FEET TO AN IRON PIN FOR A CORNER; THENCE SOUTH 00 DEGREES 14 MINUTES 57 SECONDS EAST FOR 644.38 FEET TO AN IRON PIN; THENCE NORTH 89 DEGREES 28 MINUTES 00 SECONDS WEST FOR 1255.44 FEET TO A CORNER; THENCE NORTH 44 DEGREES 23 MINUTES 33 SECONDS EAST FOR 261.54 FEET; THENCE NORTH 34 DEGREES 04 MINUTES 41 SECONDS EAST FOR 154.18 FEET; THENCE NORTH 36 DEGREES 26 MINUTES 05 SECONDS EAST FOR 175.14 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 00 SECONDS WEST FOR 60.00 FEET TO A CORNER; THENCE SOUTH 89 DEGREES 31 MINUTES 49 SECONDS WEST FOR 27.50 FEET TO A CORNER; THENCE NORTH 00 DEGREES 25 MINUTES 00 SECONDS WEST FOR 112.27 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED. CONTAINING 14.79 ACRES, MORE OR LESS.

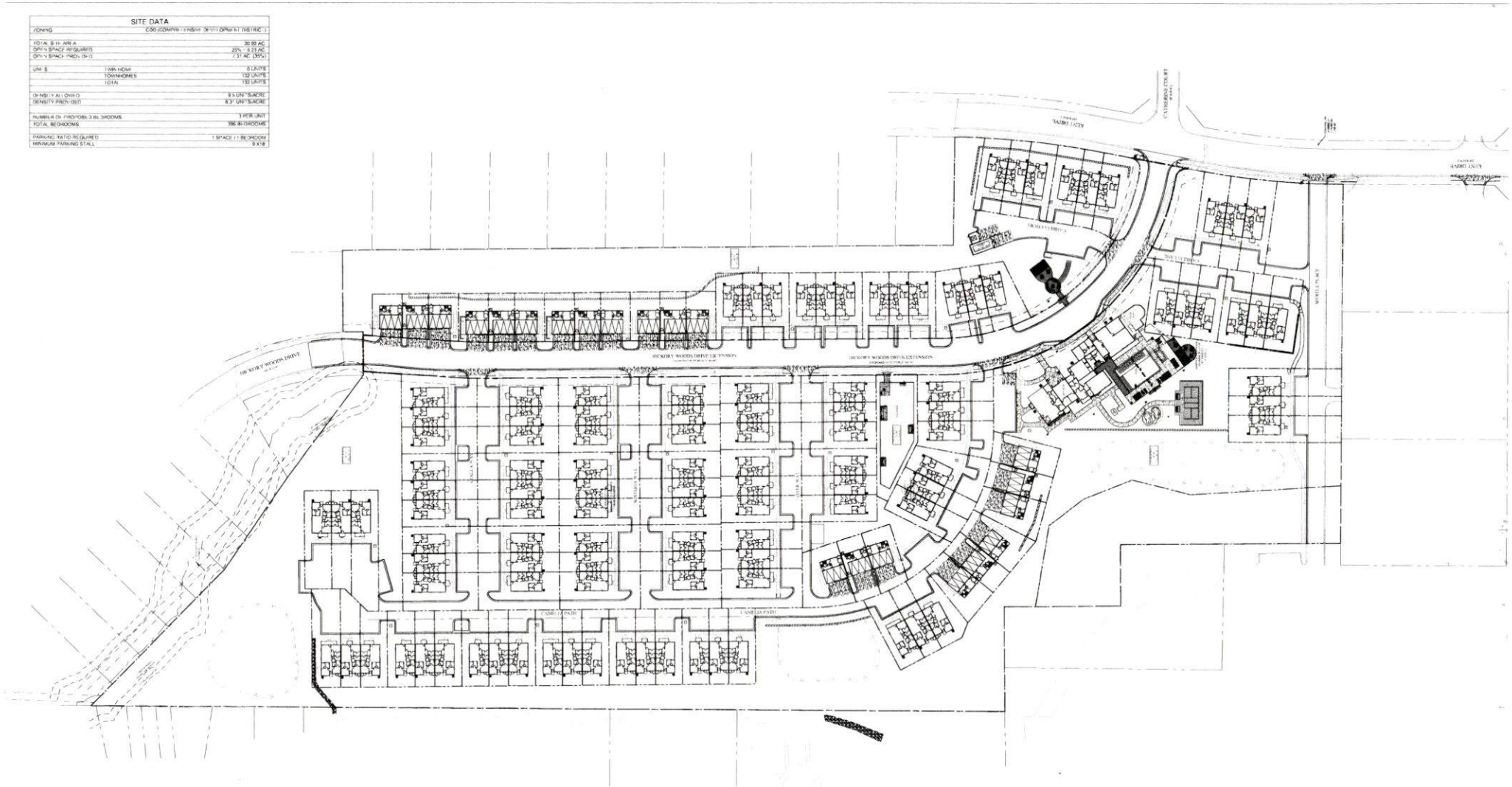
LOT 66-A, CHAPPELL SUBDIVISION, REVISION OF LOT 66, SIXTH ADDITION, AS SHOWN ON MAP OR PLAT OF SAID SUBDIVISION FILED FOR RECORD IN PLAT BOOK 23, AT PAGE 28, IN THE OFFICE OF THE JUDGE OF PROBATE OF LEE COUNTY, ALABAMA.

EXHIBIT B

Master Development Plan

(on following page)

SITE DATA		
ZONING		C50 (COMMERCIAL MIXED DEVELOPMENT DISTRICT)
TOTAL SITE AREA		20.92 AC
OPEN SPACE REQUIRED		25% - 5.23 AC
OPEN SPACE PROVIDED		7.31 AC (35%)
UNITS	TWIN HOME	8 UNITS
	TOWNHOMES	132 UNITS
	TOTAL	132 UNITS
DENSITY ALLOWED		8.5 UNITS/ACRE
DENSITY PROVIDED		6.31 UNITS/ACRE
NUMBER OF PROPOSED 3 BEDROOMS		3 PER UNIT
TOTAL BEDROOMS		396 BEDROOMS
PARKING RATIO REQUIRED		1 SPACE / 1 BEDROOM
MINIMUM PARKING STALL		9 X 18



STERLING AUBURN COTTAGES

CONCEPT PLAN_ALL TRIPLEXES

FORESITE group

1" = 60'
60 30 0 60 120
SCALE IN FEET

2370.001 | AUGUST-12-2026

EXHIBIT C

Temporary Construction Easement

(on following page)

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 One and 00/100 Dollars ($1.00) and other good and valuable considerations, in hand paid to the undersigned Grantor, **THE CITY OF AUBURN, ALABAMA, A MUNICIPAL CORPORATION,** the receipt and sufficiency of which is hereby acknowledged, and for and in consideration of the benefit to its property, the said, **THE CITY OF AUBURN, ALABAMA, A MUNICIPAL CORPORATION** does hereby grant, bargain, sell and convey unto **STERLING AUBURN COTTAGES, LLC, A DELAWARE LIMITED LIABILITY COMPANY** subject to the terms and conditions hereinafter set forth, a temporary construction easement across the land of the Grantors for the purpose of installation of a storm drain for the purpose of conveying stormwater from its stormwater detention pond to an existing open channel ditch, said easement being more particularly described as follows to wit:

TEMPORARY CONSTRUCTION EASEMENT

COMMENCE AT THE NORTHWEST CORNER OF SECTION 28, TOWNSHIP 19 NORTH, RANGE 26 EAST, AUBURN, LEE COUNTY, ALABAMA THENCE SOUTH 51°29'34" EAST, A DISTANCE OF 2084.73 FEET TO THE POINT OF BEGINNING OF A NEW TEMPORARY CONSTRUCTION EASEMENT MORE FULLY DESCRIBED AS FOLLOWS: FROM THIS POINT OF BEGINNING THENCE SOUTH 89°38'33" EAST, A DISTANCE OF 91.77 FEET; THENCE SOUTH 02°52'42" EAST, A DISTANCE OF 33.81 FEET; THENCE SOUTH 19°34'11" WEST, A DISTANCE OF 13.24 FEET; THENCE SOUTH 69°07'32" WEST, A DISTANCE OF 45.93 FEET; THENCE NORTH 28°24'28" WEST, A DISTANCE OF 35.13 FEET; THENCE NORTH 65°05'22" WEST, A DISTANCE OF 26.98 FEET; THENCE NORTH 13°15'30" WEST, A DISTANCE OF 21.47 FEET TO THE POINT OF BEGINNING.

DESCRIBED TEMPORARY CONSTRUCTION EASEMENT CONTAINING 3,984.89 SQUARE FEET, 0.09 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 drainage and utilities, and shall have ingress and egress at any and all items 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 expire one (1) year from the date of completion of the project for which it is granted.

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed this the ____ day of _____, 2026.

THE CITY OF AUBURN
A MUNICIPAL CORPORATION

_____ (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 _____, 2026.

_____
Notary Public

Notary Commission Expiration Date:_____

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

COMMENCE AT THE NORTHWEST CORNER OF SECTION 28, TOWNSHIP 19 NORTH, RANGE 26 EAST, AUBURN, LEE COUNTY, ALABAMA THENCE SOUTH 51°29'34" EAST, A DISTANCE OF 2084.73 FEET TO THE POINT OF BEGINNING OF A NEW TEMPORARY CONSTRUCTION EASEMENT MORE FULLY DESCRIBED AS FOLLOWS: FROM THIS POINT OF BEGINNING THENCE SOUTH 89°38'33" EAST, A DISTANCE OF 91.77 FEET; THENCE SOUTH 02°52'42" EAST, A DISTANCE OF 33.81 FEET; THENCE SOUTH 19°34'11" WEST, A DISTANCE OF 13.24 FEET; THENCE SOUTH 69°07'32" WEST, A DISTANCE OF 45.93 FEET; THENCE NORTH 28°24'28" WEST, A DISTANCE OF 35.13 FEET; THENCE NORTH 65°05'22" WEST, A DISTANCE OF 26.98 FEET; THENCE NORTH 13°15'30" WEST, A DISTANCE OF 21.47 FEET TO THE POINT OF BEGINNING. DESCRIBED TEMPORARY CONSTRUCTION EASEMENT CONTAINING 3,984.89 SQUARE FEET, 0.09 ACRES MORE OR LESS.

N
W E
S

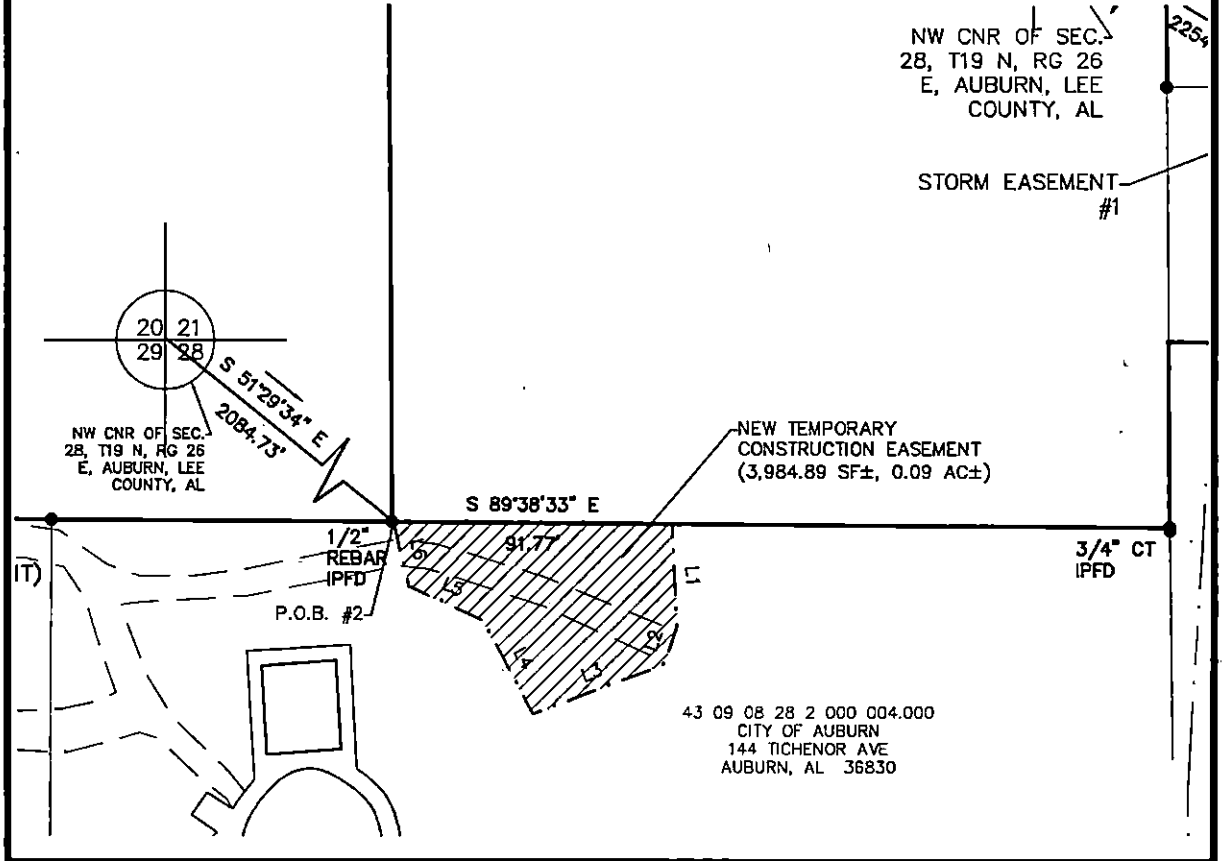
SCALE: 1"= 50'

50 25 0 50 100

SCALE IN FEET

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 02°52'42" E	33.81'
L2	S 19°34'11" W	13.24'
L3	S 69°07'32" W	45.93'
L4	N 28°24'28" W	35.13'
L5	N 65°05'22" W	26.98'
L6	N 13°15'30" W	21.47'



2004 Yarbrough Drive, Ste A
Opelika, AL 36801
Phone: (334) 748-9200

BASELINE
SURVEYING & DESIGN, LLC

PROJECT NO.	CREW CHIEF	DRAWN	CHECKED
B12024.23	TTM	ARN	ARN

NEW TEMPORARY CONSTRUCTION EASEMENT FOR LOT 2, REVISION OF LOTS 1 & 2, S.E. DEKICH LOT

SEC. 28 T 19 N Rg 26 E
AUBURN LEE COUNTY ALABAMA
SCALE: 1" = 50' DECEMBER 11, 2025
ARTHUR R. NETTLES, AL. P.L.S. REG. NO. 23346
CERTIFICATE OF AUTHORIZATION NO. S-922

Agenda Item Summary

Item No. 8 d 7

Council Meeting Date	October 6, 2026
Department	Engineering Services
Submitted By	Michael Griffin
Agenda Section	Consent

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

Thalamus, LLC
2301 Center Hill Drive
Opelika, AL 36801

Description of item under consideration

Resolution authorizing the City Manager to execute a contract with Thalamus, LLC in an amount of $63,307.50 to provide construction services for the Magnolia Avenue at Ginn Concourse Project. Thalamus, LLC was the lowest responsible bidder for this work when sealed bids were opened on September 25, 2026, for this project for the purpose of installing fiber for the operation of the new pedestrian signal installed prior to Fall Semester at this location.

Why is Council action needed?

Section 11-45-2(c) of the Code of Alabama requires City Council to award no contract on bids except by resolution.

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 Magnolia Avenue at Ginn Concourse Fiber Project; and

WHEREAS, the City Council of the City of Auburn solicited sealed bids as required under Alabama Law; and

WHEREAS, sealed bids were opened on September 25, 2026, and Thalamus, LLC was the lowest responsible bidder meeting the specifications for the Magnolia Avenue at Ginn Concourse Fiber Project with a bid of $63,307.50; and

WHEREAS, the City of Auburn requests a contract agreement with Thalamus, LLC for $63,307.50 for the Magnolia Avenue at Ginn Concourse Fiber Project.

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 agreement with Thalamus, LLC for the Magnolia Avenue at Ginn Concourse Fiber Project for $63,307.50.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 6th day of October 2026.

_____
Mayor

ATTEST:

_____
City Manager

Magnolia Avenue at Ginn Concourse Fiber Project

Base Bid

Schedule of Estimated Quantities and Bid Prices

ITEM		DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1		Buried Duct HDPE SDR11, 1.25 inch	LF	992	$35	$34,720.00
2		CAT 5E Patch Cords, 3 Meter	EA	1	$16	$16.00
3		CommBox	EA	2	$3700	$7,400.00
4		Concrete Sidewalk, 4" Thick	SQYD	10	$90	$900.00
5		Connector, SM ST Termination	EA	1	$250	$250.00
6		Distribution Hardware SF 6F	EA	1	$333	$333.00
7		Drop Cable OSP 6F SM Central Core	LF	1142	$3.75	$4,282.50
8		Ethernet Field Switch, Type C	EA	1	$4200	$4,200.00
9		Fanout Kit, SM	EA	1	$66	$66.00
10		Mobilization	LS	1	$7500	$7,500.00
11		Patch Cord Duplex SM, ST to LC, 2 Meter	EA	1	$40	$40.00
12		Splicing, Fusion	EA	2	$1800	$3,600.00

TOTAL BASE BID: $63,307.50

Sixty-Three Thousand Three Hundred Seven and 50/100 Dollars

(IN WORDS)

CONTRACTOR NAME: Allen Conradi

COMPANY NAME: Thalamus, LLC

ADDRESS: 2301 Center Hill Dr, Opelika, AL 36801

MAILING ADDRESS: 2301 Center Hill Dr.

CITY/STATE/ZIP CODE: Opelika / Alabama / 36801

TELEPHONE NUMBER: (334) 748-9045

FAX NUMBER: N/A

EMAIL ADDRESS (Optional) estimating@thalamus-llc.com

Agenda Item Summary

Item No. 8 e 1

Council Meeting Date	October 6, 2026
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Consent

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

Jay Chapman
383 Highland View Drive
Birmingham, AL 35242

Description of item under consideration

Resolution accepting the public right-of-way as shown on the plat: “Forest Park, Revision of Lots 1 & 2” (AS-2026-065), located at 222 and 230 West Drake Avenue.

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 right-of-way as shown on the plat: “Forest Park, Revision of Lots 1 & 2” (AS-2026-065), located at 222 and 230 West Drake Avenue; and

WHEREAS, the owner of the said properties, namely Jay Chapman, 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 as shown on the plat: “Forest Park, Revision of Lots 1 & 2” (AS-2026-065), located at 222 and 230 West Drake Avenue.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 6th day of October 2026.

_____
Mayor

ATTEST:

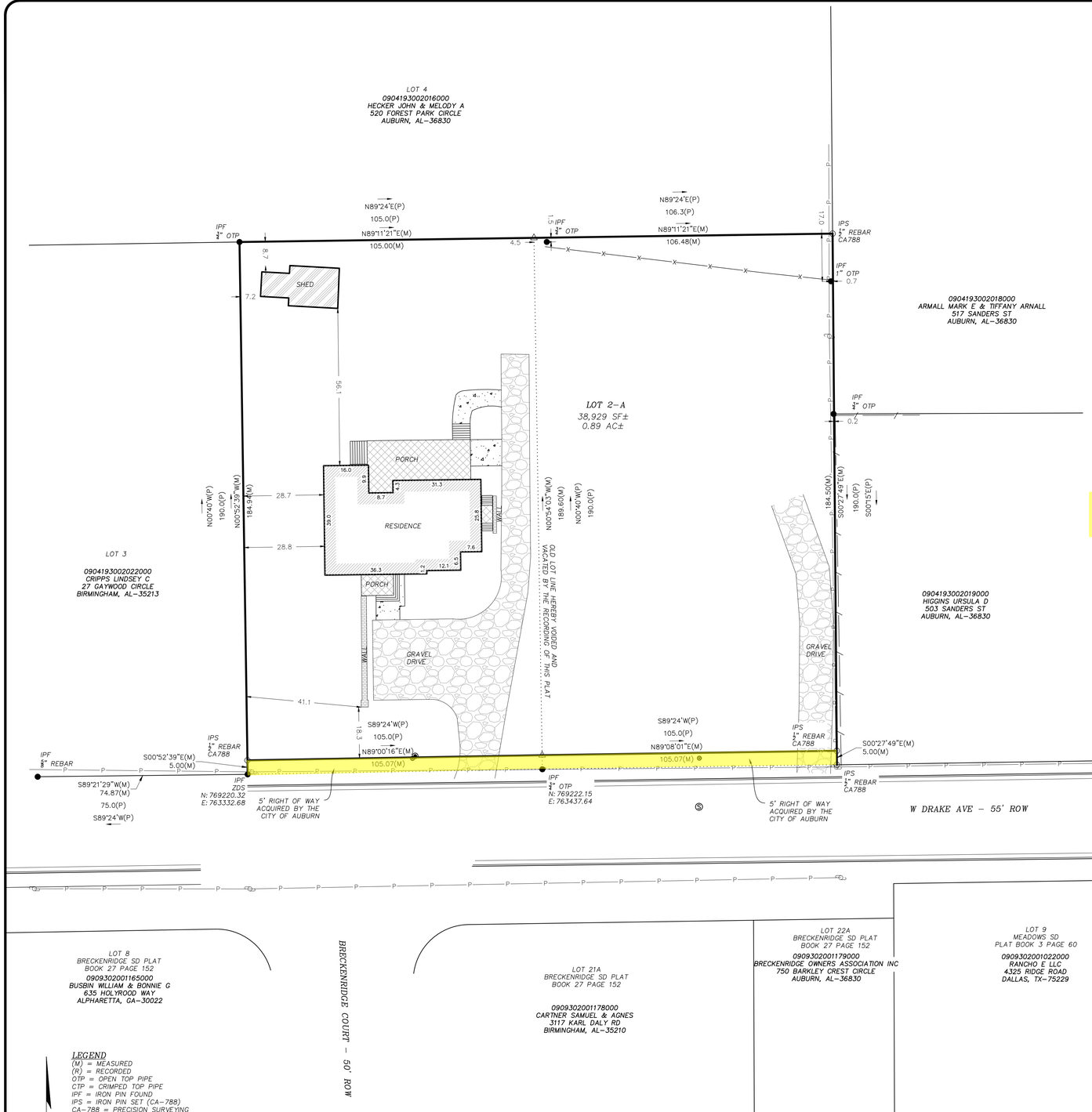
_____
City Manager

AS-2026-065
Received: 9/25/26

FOREST PARK

REVISION OF LOTS 1 & 2

222 & 230 WEST DRAKE AVENUE
AUBURN, LEE COUNTY, ALABAMA
SEC 19 T 19 N R 26 E



Public right-of-way

State of Alabama
Lee County

I, Michael T. Maher, a Professional Licensed Land Surveyor 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 knowledge, information, and belief.

In witness whereof, I have hereunto set my hand and seal on this the _____ day of _____, 2026.

_____
Michael T. Maher, Alabama License No. 29993
Not a certified survey unless signed and stamped with my seal.

State of Alabama
Lee County

Jay Chapman, owner of the real property shown on this plat, hereby join in the statement of Michael T. Maher, and certify that it was and is its purpose to subdivide the lands so platted as shown,

this the _____ day of _____, 2026.

_____
Owner

State of Alabama
Lee County

I, _____, a Notary Public, in and for said County in said State, hereby certify that Jay Chapman is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she , as such officer and with full authority, executed the same voluntarily in witness whereof, I have hereunto set my hand and seal on this

the _____ day of _____, 2026.

Notary Public: _____ My commission expires: _____

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

Planning Director: _____ Date: _____

Accepted by the Auburn City Council, Auburn, Alabama:

Mayor: _____ Date: _____

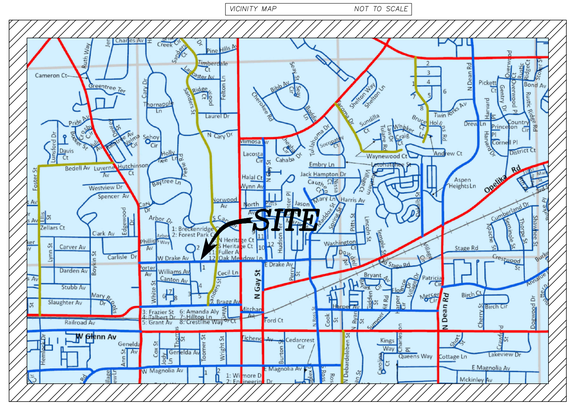
Approved by the Auburn City Engineer, Auburn, Alabama:

City Engineer: _____ Date: _____

NOTES:

1. *SOURCE OF INFORMATION: PLAT BOOK 3 PAGE 43; DEED BOOK 2777 PAGE 321; DEED BOOK 2603 PAGE 825.*
2. *DATE OF FIELD SURVEY: 06/04/2026; DATE OF OFFICE WORK: 07/08/2026.*
3. *BEARINGS BASED ON STATE PLANE COORDINATES, NAD 1983, ALABAMA EAST ZONE, US FOOT. COORDINATES SET USING RTK GPS, ALDOT CORS AS CONTROL.*
4. *THERE IS NO PORTION OF THIS PROPERTY THAT LIES WITHIN A SPECIAL FLOOD HAZARD AREA NOTED AS ZONE X PER FEMA PANEL 01081C0201H DATED 01/17/2025.*
5. *TOTAL ACREAGE OF LOTS: 0.92 AC± (39,980 SF±)*
6. *SMALLEST LOT SIZE: 39,980 SF± (0.92 AC±)*
7. *TOTAL NUMBER OF LOTS: 1*
8. *ALL EASEMENTS TO BE PRIVATELY MAINTIANED*
9. *NO PERMENANT STRUCTURES MAY BE CONSTRUCTED OR PLACED ON EASEMENTS. FENCES MAY BE ERECTED PERPENDICULARY ACROSS AN EASEMENT PROVIDED THERE IS A TWELVE (12) FOOT WIDE ACCESS GATE INSTALLED.*
10. *THE PURPOSE OF THIS PLAT IS TO REMOVE THE LOT LINE BETWEEN LOTS 1 AND 2.*

VICINITY MAP NOT TO SCALE



LEGEND
(M) = MEASURED
(R) = RECORDED
OTP = OPEN TOP PIPE
CTP = CRIMPED TOP PIPE
IPF = IRON PIN FOUND
IPS = IRON PIN SET (CA–788)
CA–788 = PRECISION SURVEYING
● = IRON PIN FOUND
○ = 1/2" REBAR SET (CA–788)
Ⓦ = WATER METER
◉ = SANITARY SEWER CLEANOUT
Ⓢ = SANITARY SEWER MANHOLE
△ = CALCULATED POINT
□ = CONCRETE MONUMENT
= POWER POLE
-x-x- = WIRE FENCE
-//-//- = WOOD FENCE
P = POWER LINE

GRAPHIC SCALE 1"=20'
20' 0 20' 40' 60'

P:\Jobs\2026\26-0339\26-0339 SD1_recover.dwg, 9/25/2026 2:58:29 PM, 1:20

Seal	Drawn By: ANW
	Scale: 1"=20'
	File Name: 26-0339
	Date: 8-26-2026

PRECISION SURVEYING
2124 Moores Mill Road
Suite 110
Auburn, Alabama 36830
Phone (334) 821-0105
www.precisionsurveying.biz

Sheet Title:
FOREST PARK
REVISION OF LOTS 1 & 2
222&230 W DRAKE AVE, AUBURN, AL

Agenda Item Summary

Item No. 8 e 2

Council Meeting Date	October 6, 2026
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:
Farber Quality Construction, LLC
300 George Francis Court
Bonaire, GA 31005

Description of item under consideration
Resolution accepting public utility easements, public sidewalk easements, and public rights-of-way as shown on the plat: “Administrative Plat of Chambers Map of Auburn, Block 101, Redivision of Lot 3, Redivision of Lot 3B and Part of Lot 3” (AS-2026-069), located at 618 Martin Luther King Drive.

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

Is this a budgeted item?: N/A

RESOLUTION NO. _____

WHEREAS, it is in the best interest of the City of Auburn to accept the public easements and public rights-of-way as shown on the plat: "Administrative Plat of Chambers Map of Auburn, Block 101, Redivision of Lot 3, Redivision of Lot 3B and Part of Lot 3" (AS-2026-069), located at 618 Martin Luther King Drive.

WHEREAS, the owner of the said property, namely Farber Quality Construction, LLC, desires to dedicate the same.

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

That the City of Auburn does hereby accept the public easements and public rights-of-way as shown on the plat: "Administrative Plat of Chambers Map of Auburn, Block 101, Redivision of Lot 3, Redivision of Lot 3B and Part of Lot 3" (AS-2026-069), located at 618 Martin Luther King Drive.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 6th day of October 2026.

_____
Mayor

ATTEST:

_____
City Manager

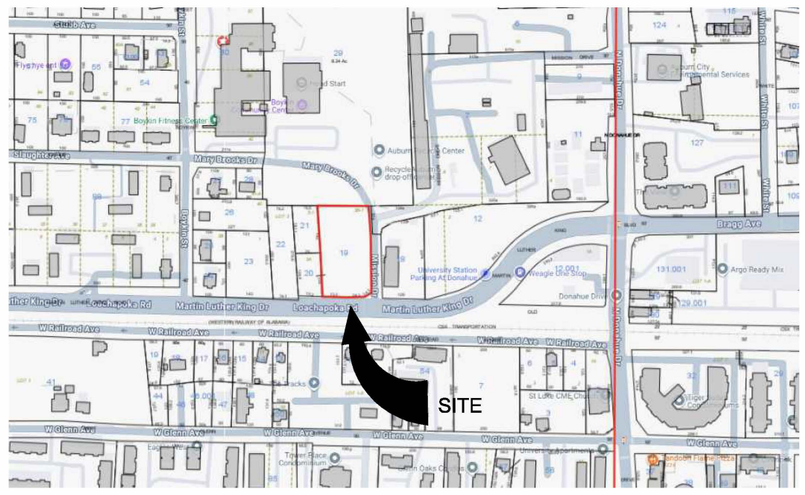
STATE OF ALABAMA
LEE COUNTY

AS-2026-069
Received 9/9/2026

ADMINISTRATIVE PLAT OF CHAMBERS MAP OF AUBURN BLOCK 101 REDIVISION OF LOT 3 REDIVISION OF LOT 3B AND PART OF LOT 3 SECTION 31, T-23-N R-24-E LEE COUNTY ALABAMA

GRID NORTH

VICINITY MAP: NOT TO SCALE



OWNER'S CERTIFICATE

I, *THAILER FARBER*, FOR *FARBER QUALITY CONSTRUCTION LLC*, THE OWNER(S) OF SAID LANDS SURVEYED BY GEORGE T. SIMS , DO HEREBY CERTIFY THAT TITLE WAS AND IS VESTED IN SAID OWNER(S) AND JOIN IN THE FOREGOING STATEMENT MADE BY SAID , GEORGE T. SIMS AND, DO HEREBY CERTIFY THAT IT WAS AND IS MY (OUR) INTENTION TO SUBDIVIDE SAID LANDS INTO CONDOMINIUMS AS SHOWN BY SAID PLAT

SIGNED AND SEALED IN THE PRESENCE OF:

_____ DATE: _____

I, _____, A NOTARY PUBLIC IN AND FOR _____ COUNTY, _____, HEREBY CERTIFY THAT *THAILER FARBER*, FOR *FARBER QUALITY CONSTRUCTION LLC*, WHOSE NAMES ARE SIGNED TO THE CERTIFICATE HEREON AND WHO ARE KNOWN TO ME, ACKNOWLEDGED BEFORE ME THAT, BEING INFORMED OF THE CONTENTS OF SAID CERTIFICATE, 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, _____ DAY OF _____, 20___.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

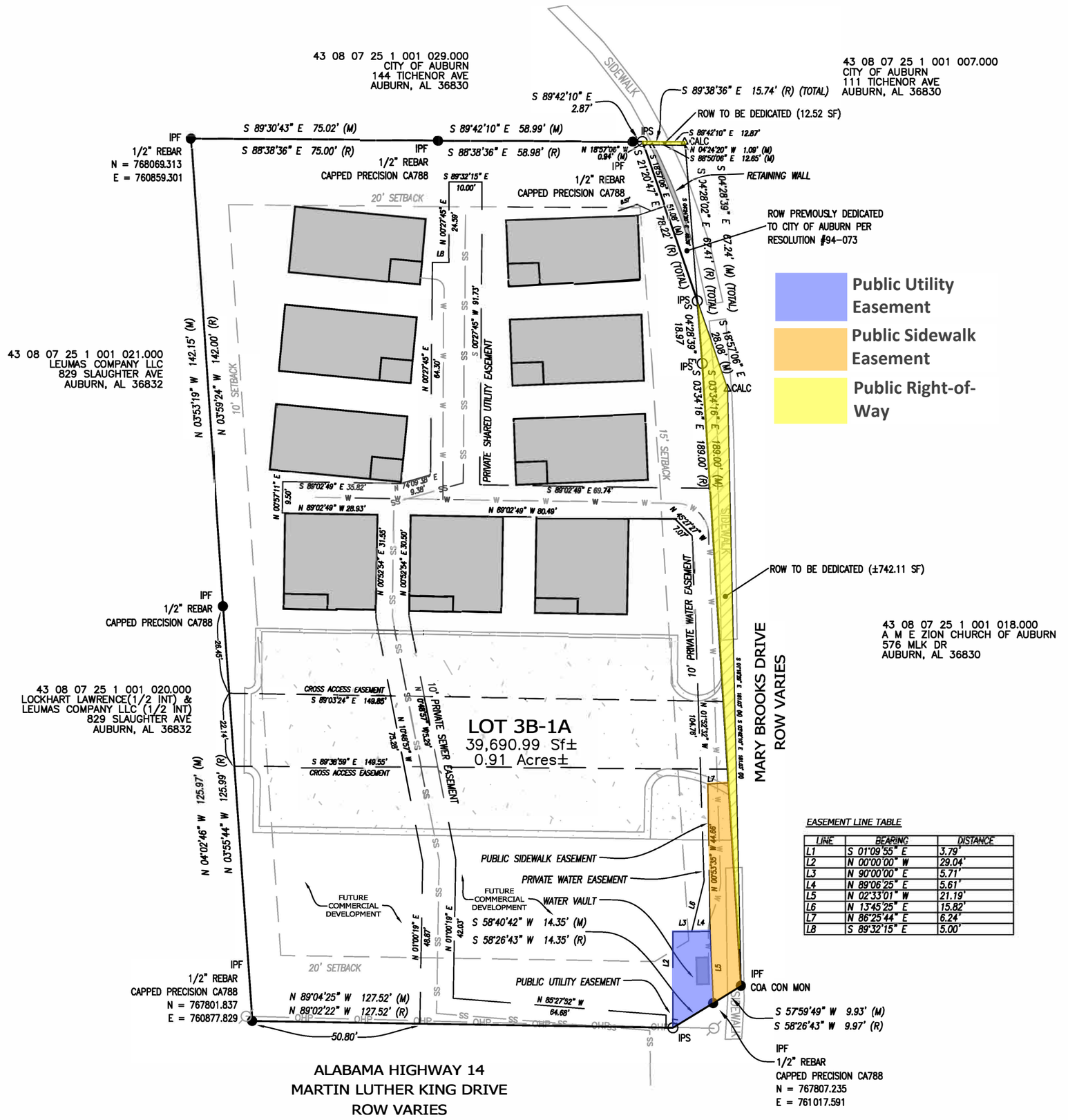
APPROVED BY THE AUBURN CITY PLANNING COMMISSION, AUBURN, ALABAMA:
PLANNING DIRECTOR: _____ Date: _____

APPROVED BY THE AUBURN CITY ENGINEER, AUBURN, ALABAMA
CITY ENGINEER: _____ Date: _____

ACCEPTED BY THE AUBURN CITY COUNCIL, AUBURN, ALABAMA:
MAYOR: _____ Date: _____

(STANDARD AUBURN EASEMENT STATEMENT):
NO PERMANENT STRUCTURES MAY BE CONSTRUCTED OR PLACED ON EASEMENTS. FENCES MAY BE ERECTED PERPENDICULARLY ACROSS THE EASEMENT PROVIDED THERE IS A MINIMUM TWELVE (12) FOOT WIDE ACCESS GATE INSTALLED. IF THE GATE IS TO BE LOCKED THERE MUST BE A CITY APPROVED LOCK INSTALLED IN CONJUNCTION WITH THE OWNERS LOCK. NO CANOPY TREES SHALL BE PLANTED WITHIN TEN (10) FEET OF UTILITIES.

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.



EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
L1	S 01°09'55" E	3.79'
L2	N 00°00'00" W	29.04'
L3	N 90°00'00" E	5.71'
L4	N 89°06'25" E	5.61'
L5	N 02°33'01" W	21.19'
L6	N 13°45'25" E	15.82'
L7	N 86°25'44" E	6.24'
L8	S 89°32'15" E	5.00'

SITE DATA
OWNER: FARBER QUALITY CONSTRUCTION LLC
PROPERTY ADDRESS: AL HWY 14
AUBURN, AL 36830
TOTAL ACRES: 0.91 ACRES±

NOTES:
COPIES OF THIS SURVEY WITHOUT ORIGINAL SEAL ARE INVALID
SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS AND RESTRICTIONS WHICH EXIST AS A MATTER OF RECORD OR EXIST DE FACTO.
EASEMENTS ARE PRIVATELY MAINTAINED.
ALL STRUCTURES, INCLUDING FENCES, ARE PROHIBITED ON EASEMENTS.
ACCESS TO EASEMENTS SHALL NOT BE RESTRICTED.
NO UTILITIES, EASEMENTS OR IMPROVEMENTS LOCATED AT THIS TIME OTHER THAN AS SHOWN.
THIS PROPERTY IS IN FLOOD ZONE X PER FEMA MAP NUMBER 01081C0201H DATED JANUARY 17, 2025
FUTURE DEVELOPMENT OF TEH SOUTHERN PORTION OF TH LOT IS LIMITED TO COMMERCIAL DEVELOPMENT.

PURPOSE STATEMENT:
THE PURPOSE OF THIS PLAT IS TO DEDICATE RIGHT OF WAY TO THE CITY OF AUBURN AND PUBLIC AND PRIVATE EASEMENTS ALONG UTILITIES.

LEGEND
(M) = MEASURED
(R) = RECORDED
OTP = OPEN TOP PIPE
CTP = CRIMPED TOP PIPE
IPF = IRON PIN FOUND
IPS = IRON PIN SET (ACP)
ACP = AUBURN CIVIL PROS
CE = COMMON ELEMENT
LCE = LIMITED COMMON ELEMENT
PE = PRIVATE ELEMENT
● = IRON PIN FOUND
○ = 1/2" REBAR SET (ACP)
■ = HUB SET
△ = CALCULATED POINT
□ = CONCRETE MONUMENT
= POWER POLE
-E-E- = OVERHEAD ELECTRIC
-//-//- = WIRE FENCE
-o-o- = CHAIN LINK FENCE

SOURCE OF INFORMATION USED IN MAKING THIS SURVEY IS: DEED BOOK 2761 PAGE 729; PLAT BOOK 52 PAGE 119; DEED BOOK 1865 PAGE 281
BASIS OF BEARING USED: BEARINGS BASED ON GPS RTK OBSERVATION USING ALDOT CORS. HORIZONTAL DATUM IS NAD 83 ALABAMA EAST ZONE STATE COORDINATE SYSTEM. NORTH IS BASED ON GRID NORTH

DATE OF FIELD SURVEY: 01/09/2026 *DATE OFFICE WORK COMPLETED: 09/08/2026*

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

SURVEYOR'S SIGNATURE: George Sims
GEORGE T. SIMS
ALABAMA LICENSE NUMBER 39864

AuburnCivil PROS
113 MITCHAM AVENUE
AUBURN, AL 36830
334-320-5488
CA#50457

JOB# 26-231

0 30 60 90
SCALE: 1" = 30'-0"

ALABAMA LICENSED No. 39864 PROFESSIONAL LAND SURVEYOR GEORGE T. SIMS

Agenda Item Summary

Item No. 8 e 3

Council Meeting Date	October 6, 2026
Department	Engineering Services
Submitted By	Michael Griffin
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:
David and Michelle Held
535 North College Street
Auburn, AL 36830

Description of item under consideration
Resolution accepting a temporary construction easement located at 535 North College Street from David and Michelle Held for the North College Street and Drake Avenue Intersection Improvements Project and approving compensation in the amount of $2,680 for use of property.

Why is Council action needed?
City Council action is needed to approve the temporary construction easement located at 535 North College Street from David and Michelle Held for the North College Street and Drake Avenue Intersection Improvements Project and approve compensation in the amount of $2,680 for use of the property.

Is this a budgeted item?: Yes

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Auburn, Alabama 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 owners of said real property, namely David and Michelle Held, desire to convey the same to the City of Auburn for the North College Street and Drake Avenue Intersection Improvements Project.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama does hereby accept the Temporary Construction Easement from David and Michelle Held and approves compensation in the amount of $2,680 for use of the property for the North College Street and Drake Avenue Intersection Improvements Project.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 6th day of October 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 Two Thousand Six Hundred Eighty and 00/100 Dollars ($2,680.00) and other good and valuable considerations, in hand paid to the undersigned Grantors, **DAVID W. HELD AND MICHELLE L. HELD, HUSBAND AND WIFE,** the receipt and sufficiency of which is hereby acknowledged, and for and in consideration of the benefit to its property, the said, **DAVID W. HELD AND MICHELLE L. HELD, HUSBAND AND WIFE,** does hereby grant, bargain, sell and convey unto **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 Grantors for the purpose of construction and maintenance of sidewalk and landscaping, said easement being more particularly described as follows to wit:

COMMENCE AT A CALCULATED POINT AT THE SE CORNER OF SECTION 19, T 19 N, R 26 E, CITY OF AUBURN, LEE COUNTY, ALABAMA AS PER DEED BOOK 2413, PAGE 917; THENCE AS PER SAID DEED S 85°56'00" W, 2657.40' TO A CALCULATED POINT; THENCE AS PER SAID DEED N 39°57'00" W, 22.10' TO A CALCULATED POINT; THENCE AS PER SAID DEED N 02°52'00" W, 25.00' TO A 3/4" OPEN TOP METAL PIPE FOUND ON THE WESTERLY RIGHT OF WAY (ROW) OF NORTH COLLEGE STREET; THENCE ALONG SAID WESTERLY ROW N 00°15' 47" W, 123.31' TO A 5/8" REBAR FOUND (CAPPED BASELINE); THENCE ALONG SAID WESTERLY ROW N 00°08'19" E, 149.92' TO A 5/8" REBAR FOUND (CAPPED BASELINE) AT THE POINT OF BEGINNING OF SAID EASEMENT; THENCE LEAVING SAID ROW S 89° 51' 49" W, 10.00' TO A CALCULATED POINT; THENCE N 00° 13' 18" W, 107.03' TO A CALCULATED POINT; THENCE N 89° 47' 40" E, 10.00' TO A CALCULATED POINT ON SAID WESTERLY ROW; THENCE ALONG SAID WESTERLY ROW S 00° 13' 18" E, 107.04' TO THE POINT OF BEGINNING;

SUBJECT TEMPORARY CONSTRUCTION EASEMENT CONTAINS 0.025 ACRES +/- (1089.00 SF).

The above property is the primary place of residence for the Grantor.

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, 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 expire one (1) year from the date of completion of the North College Street and Drake Avenue Intersection Improvements Project.

IN WITNESS WHEREOF, Grantors have caused this Instrument to be executed this the 8th day of September, 2026.

_____(L.S.)
DAVID W. HELD

_____(L.S.)
MICHELLE L. HELD

STATE OF ALABAMA

COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that **DAVID W. HELD AND MICHELLE L. HELD, HUSBAND AND WIFE**, whose names are signed to the foregoing conveyance, who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this the 8th day of September, 2026.

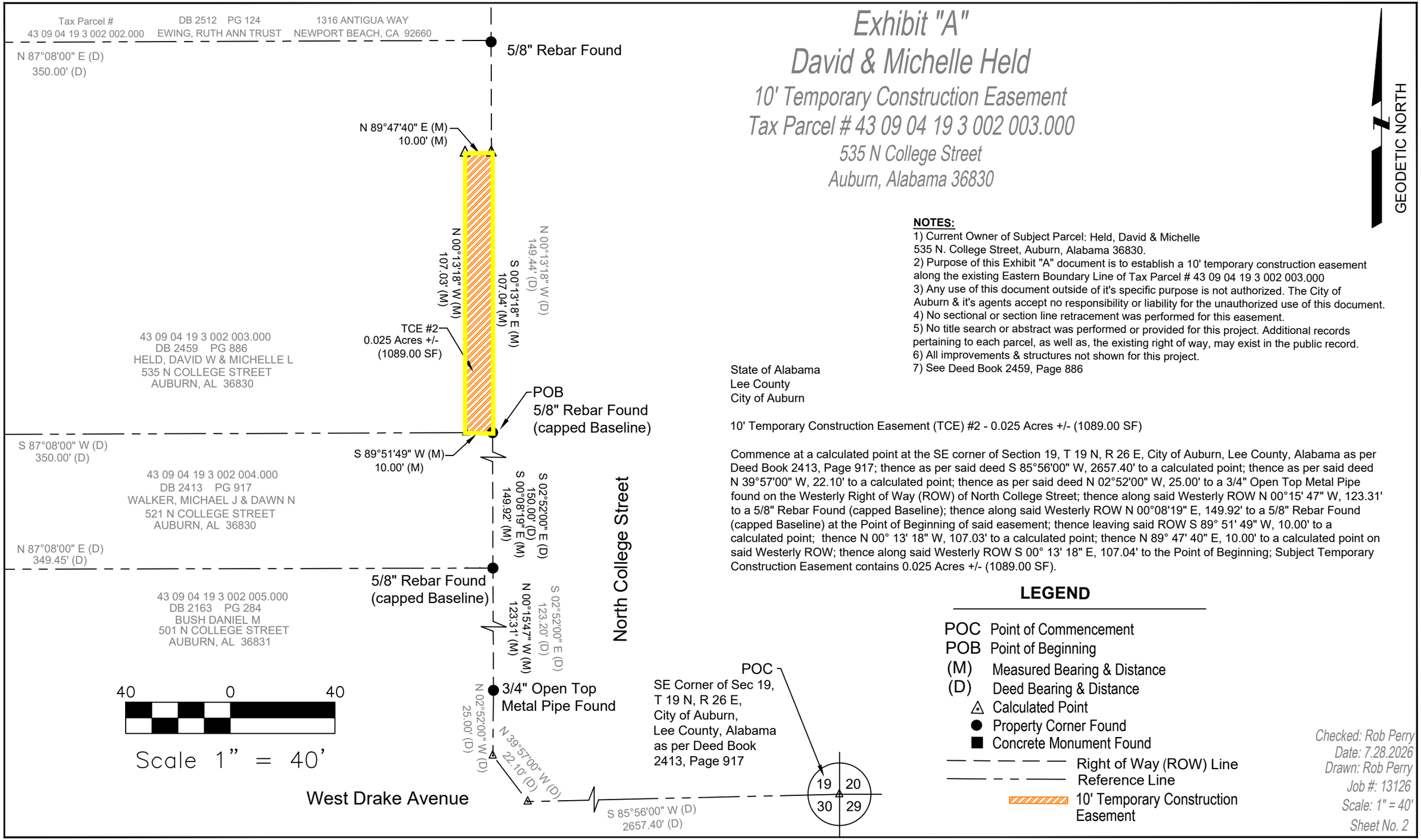
_____
Notary Public

My Commission Expires:_____

AUDREA L CARR
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Feb. 26, 2030

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

Exhibit "A"
David & Michelle Held
10' Temporary Construction Easement
Tax Parcel # 43 09 04 19 3 002 003.000
535 N College Street
Auburn, Alabama 36830



NOTES:

1) Current Owner of Subject Parcel: Held, David & Michelle
535 N. College Street, Auburn, Alabama 36830.
2) Purpose of this Exhibit "A" document is to establish a 10' temporary construction easement along the existing Eastern Boundary Line of Tax Parcel # 43 09 04 19 3 002 003.000
3) Any use of this document outside of it's specific purpose is not authorized. The City of Auburn & it's agents accept no responsibility or liability for the unauthorized use of this document.
4) No sectional or section line retracement was performed for this easement.
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) All improvements & structures not shown for this project.
7) See Deed Book 2459, Page 886

State of Alabama
Lee County
City of Auburn

10' Temporary Construction Easement (TCE) #2 - 0.025 Acres +/- (1089.00 SF)

Commence at a calculated point at the SE corner of Section 19, T 19 N, R 26 E, City of Auburn, Lee County, Alabama as per Deed Book 2413, Page 917; thence as per said deed S 85°56'00" W, 2657.40' to a calculated point; thence as per said deed N 39°57'00" W, 22.10' to a calculated point; thence as per said deed N 02°52'00" W, 25.00' to a 3/4" Open Top Metal Pipe found on the Westerly Right of Way (ROW) of North College Street; thence along said Westerly ROW N 00°15' 47" W, 123.31' to a 5/8" Rebar Found (capped Baseline); thence along said Westerly ROW N 00°08'19" E, 149.92' to a 5/8" Rebar Found (capped Baseline) at the Point of Beginning of said easement; thence leaving said ROW S 89° 51' 49" W, 10.00' to a calculated point; thence N 00° 13' 18" W, 107.03' to a calculated point; thence N 89° 47' 40" E, 10.00' to a calculated point on said Westerly ROW; thence along said Westerly ROW S 00° 13' 18" E, 107.04' to the Point of Beginning; Subject Temporary Construction Easement contains 0.025 Acres +/- (1089.00 SF).

LEGEND

- POC Point of Commencement
- POB Point of Beginning
- (M) Measured Bearing & Distance
- (D) Deed Bearing & Distance
- Calculated Point
- Property Corner Found
- Concrete Monument Found
- Right of Way (ROW) Line
- Reference Line
- 10' Temporary Construction Easement

Checked: Rob Perry
Date: 7.28.2026
Drawn: Rob Perry
Job #: 13126
Scale: 1" = 40'
Sheet No. 2

Agenda Item Summary

Item No. 8 e 4

Council Meeting Date	October 6, 2026
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:
JFT Properties, LLC
2418 Snowshill Lane
Auburn, AL 36832

Description of item under consideration
Resolution accepting public lighting and drainage easements, as shown on the plat: "Revision of Lot 13, Woodwyn Subdivision" (AS-2026-063), located at 726 Harper Avenue.

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 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 lighting and drainage & utility easements as shown on the plat: "Revision of Lot 13, Woodwyn Subdivision" (AS-2026-063), located at 726 Harper Avenue.

WHEREAS, the owner of the said property, namely JFT Properties, 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 lighting and drainage easements as shown on the plat: "Revision of Lot 13, Woodwyn Subdivision" (AS-2026-063), located at 726 Harper Avenue.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 6th day of October 2026.

_____
Mayor

ATTEST:

_____
City Manager

REVISION OF LOT 13, WOODWYN SUBDIVISION

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 ____ DAY OF _____, 2026.

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

STATE OF ALABAMA
LEE COUNTY

I, JOEL D. FUNDERBURK, AS OWNER OF JTF PROPERTIES, 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.

_____
JOEL D. FUNDERBURK, OWNER
JTF PROPERTIES, INC.

STATE OF ALABAMA
LEE COUNTY

I, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT JOEL D. FUNDERBURK, 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. THE SUBJECT PROPERTY'S ADDRESS IS 726 HARPER AVE., AUBURN, ALABAMA 36830.
5. FIELDWORK COMPLETED MARCH 20, 2025. OFFICEWORK COMPLETED AUGUST 13, 2026.
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. 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.
6. 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.
7. ACCORDING TO FIRM MAP NO. 01081C0202H, EFFECTIVE DATE JANUARY 17, 2025 FOR LEE COUNTY, ALABAMA PANEL 202 OF 381, THE PROPERTY IS IN ZONE X, WHICH IS AN AREA DETERMINED TO BE OUTSIDE 0.2% CHANCE OF ANNUAL FLOOD.
8. THE PURPOSE OF THIS PLAT IS TO DEDICATE A NEW PUBLIC CROSS ACCESS AND DRAINAGE & UTILITY EASEMENT AND A 5' PEDESTRIAN LIGHT EASEMENT.
9. NO DIMENSIONS HAVE CHANGED FOR THIS LOT.

APPROVED BY THE AUBURN CITY COUNCIL, AUBURN, ALABAMA:

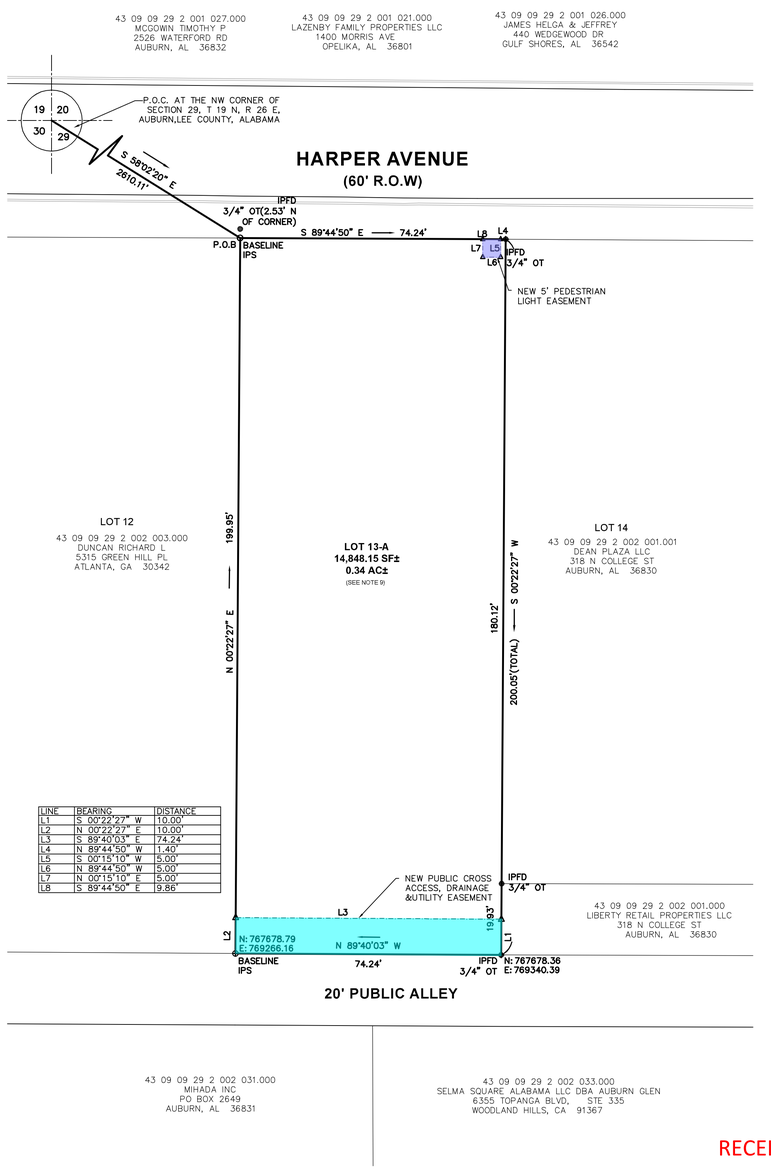
MAYOR:_____ DATE:_____

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

PLANNING DIRECTOR:_____ DATE:_____

APPROVED BY THE AUBURN CITY ENGINEER:

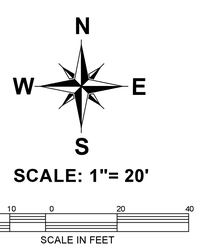
CITY ENGINEER: _____ DATE:_____



LINE	BEARING	DISTANCE
L1	S 00°22'27" W	10.00'
L2	N 00°22'27" E	10.00'
L3	S 89°40'03" E	74.24'
L4	N 89°44'50" W	1.40'
L5	S 00°15'10" W	5.00'
L6	N 89°44'50" W	5.00'
L7	N 00°15'10" E	5.00'
L8	S 89°44'50" E	9.86'

Drainage & Utility

Lighting



SCALE: 1"= 20'

20 10 0 20 40
SCALE IN FEET

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

RECEIVED: 07/27/2026

CASE NO: AS-2026-063



VICINITY MAP
NOT TO SCALE

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

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	TTM/LAS	B28425.01

2004 Yarbrough Drive, Ste A
Opelika, Alabama 36801
Phone: (334) 444-5000
Web www.baseline-llc.com
BASELINE SURVEYING & DESIGN, LLC

REVISION OF LOT 13, WOODWYN SUBDIVISION

SEC. 29 T 19 N Rg 26 E
AUBURN LEE COUNTY ALABAMA
SCALE: 1"= 20' AUGUST 13, 2026
ARTHUR R. NETTLES, AL. P.L.S. REG. NO. 23346
ALABAMA CERT. OF AUTH. CA NO. 922

Agenda Item Summary

Item No. 8 e 5

Council Meeting Date	October 6, 2026
Department	Engineering Services
Submitted By	Michael Griffin
Agenda Section	Consent

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

G. E. Mann Properties, Inc.
3461 Lakeshore Drive
Opelika, AL 36804

Description of item under consideration

Resolution accepting a greenway easement located in the southwest portion of the property at the intersection along the south line of the Mann Property and the western margin of the proposed 25' greenway easement owned by G.E. Mann Properties, Inc. for "Cole Place Subdivision, Phase 1" (Case FP-2026-012). This easement will provide a connection from the existing greenway easement in the eastern portion of the ADARE development to the proposed future greenway that extends south toward Lee Road 146 (Moores Mill Road). The requirement of this greenway easement was a condition of approval for Cole Place, Phase 1, approved by the Planning Commission at their June 11, 2026 meeting.

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.

Is this a budgeted item?: N/A

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 Greenway Easement; and

WHEREAS, the owner of said real property, namely G. E. Mann Properties, Inc., desires to convey the same to the City of Auburn for the Cole Place Subdivision, Phase 1.

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 Greenway Easement from G. E. Mann Properties, Inc. to be used for Cole Place Subdivision, Phase 1 as shown on the plat: "Cole Place, Phase 1", located in the southwest portion of the property at the intersection along the south line of the Mann Property and the Western margin of the proposed 25' greenway easement.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 6th day of October 2026.

_____
Mayor

ATTEST:

_____
City Manager

STATE OF ALABAMA)
)
COUNTY OF LEE)

THE CITY OF AUBURN
AUBURN, ALABAMA

GREENWAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One and 00/100 Dollars ($1.00) and other good and valuable considerations, in hand paid to the undersigned Grantor, **G. E. MANN PROPERTIES, INC., AN ALABAMA DOMESTIC CORPORATION,** the receipt and sufficiency of which is hereby acknowledged, and for and in consideration of the benefit to its property, Grantor does hereby grant, bargain, sell and convey unto **THE CITY OF AUBURN, ALABAMA, A MUNICIPAL CORPORATION**, subject to the terms and conditions hereinafter set forth, a greenway easement across the land of the Grantor for the purpose of construction and maintenance of a greenway, said easement being more particularly described as follows to wit:

LEE COUNTY, ALABAMA:

Commencing at a found ¾" open top iron pipe at the Northwest corner of Lot 16 Adare Subdivision, phase 1 as recorded in Plat Book 52, Page 32; thence along the North line of Lot 16 North 88°54'26" East, a distance of 470.31 feet to a found ¾" crimp top iron pipe at the Northeast corner of Lot 16; thence along the South line of the Mann Property North 88°54'26" East, a distance of 16.27 feet to a point at the intersection of the South line of the Mann Property and the Western margin of a proposed 25' wide greenway easement, said point being the Point of Beginning of said easement described herein: from this **POINT OF BEGINNING** thence along the following courses and distances: North 06°52'12" West, 29.48 feet; North 26°00'17" West, 22.19 feet; North 06°06'25" West, 58.24 feet; North 22°52'36" West, 48.18 feet; North 03°03'30" West, 85.00 feet; North 18°14'12" East, 72.50 feet; North 15°47'52" West, 124.66 feet; North 51°53'16" West, 50.84 feet; North 70°51'55" West, 71.42 feet; North 53°44'34" West, 37.38 feet; North 58°48'56" West, 189.81 feet; North 77°43'52" West, 30.40 feet; North 87°18'17" West, 30.24 feet; South 85°19'51" West, 83.20 feet to a point at the intersection of the Western margin of this easement and the Eastern line of Lot 18, Adare Subdivision, Phase 1; Thence along said Lot line North 00°58'04" West, 25.66 feet; thence along the Eastern margin of said greenway easement on the following calls: North 85°44'58" East, 83.16 feet; South 87°18'17" East, 33.94 feet; South 77°43'52" East, 36.66 feet; South 58°48'56" East 195.08 feet; South 53°44'34" East, 34.72 feet; South 70°51'55" East, 71.84 feet; South 51°53'16" East, 63.16 feet; South 15°47'52" East, 140.45 feet; South 18°14'12" West, 75.45 feet; South 03°03'30" East, 75.93 feet; South 22°52'36" East, 47.50 feet; South 06°06'25" East, 57.54 feet; South 26°00'17" East, 22.02 feet; South 06°52'12" East, 36.23 feet to a point at the intersection of the Eastern margin of this greenway easement an the South line of the Mann Property; thence along the South line of the Mann Property South 88°54'26" West, a distance of 25.13 feet to the Point of Beginning

The above property is not the primary place of residence for the Grantor.

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 permanent greenway easement to install, construct, and make necessary repairs to the greenway, 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 easement 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. If however, the within Grantee, its successors or assigns, should abandon said easement or fail to use the same for a period of ten (10) consecutive years, then in either of such events all of the rights and interests hereby granted herein shall be vested in the then owner of the fee simple title in and to the land over which said easement cross.

3. The Grantee's construction, equipment access, maintenance, and repair activities associated with the Greenway shall remain entirely within the twenty-five-foot (25') Easement Area depicted on the attached Exhibit, unless the Grantor provides separate prior written approval for activities outside the Easement Area.

4. Upon completion of any future work performed within the Easement Area, Grantee shall, at its sole cost and expense, restore the easement area and any adjacent areas disturbed by Grantee, its employees, agents, contractors, or subcontractors to a condition substantially similar to or better than the condition existing immediately prior to commencement of the work, reasonable wear and tear excepted. Such restoration shall include, as applicable, repair or replacement of landscaping, irrigation, grading, drainage improvements, utilities, and other improvements disturbed by the work.

5. Grantee shall be responsible for damage to persons or property caused by the negligent or wrongful acts or omissions of Grantee or its employees, agents, contractors, or subcontractors in connection with the activities authorized by this Greenway Easement. Upon request, the Grantee may provide the Grantor with a Certificate of Insurance evidencing the Grantee's applicable insurance coverage for liability claims. If requested and available under the Grantee's applicable insurance policies and requirements, the Grantee may request that G. E. Mann Properties, Inc. be named as an additional insured for purposes related to the dedicated Greenway Area.

IN WITNESS WHEREOF, the said **G. E. MANN PROPERTIES, INC., AN ALABAMA DOMESTIC CORPORATION,** has caused this Instrument to be executed by George E. Mann, its duly authorized President, hereunto affixed this 18th day of September, 2026.

G. E. MANN PROPERTIES, INC.
AN ALABAMA DOMESTIC CORPORATION

BY: _____ (L.S.)

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify

That George E. Mann, whose name as President of **G. E. MANN PROPERTIES, INC., AN ALABAMA DOMESTIC CORPORATION,** is signed to the forgoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of said conveyance, he/she, with full authority, executed the same voluntarily on the day the same bears date, for and as the act of said **G. E. MANN PROPERTIES, INC., AN ALABAMA DOMESTIC CORPORATION**.

Given under my hand and seal of office this the 18th day of September, 2026.

Notary Public

My Commission Expires:

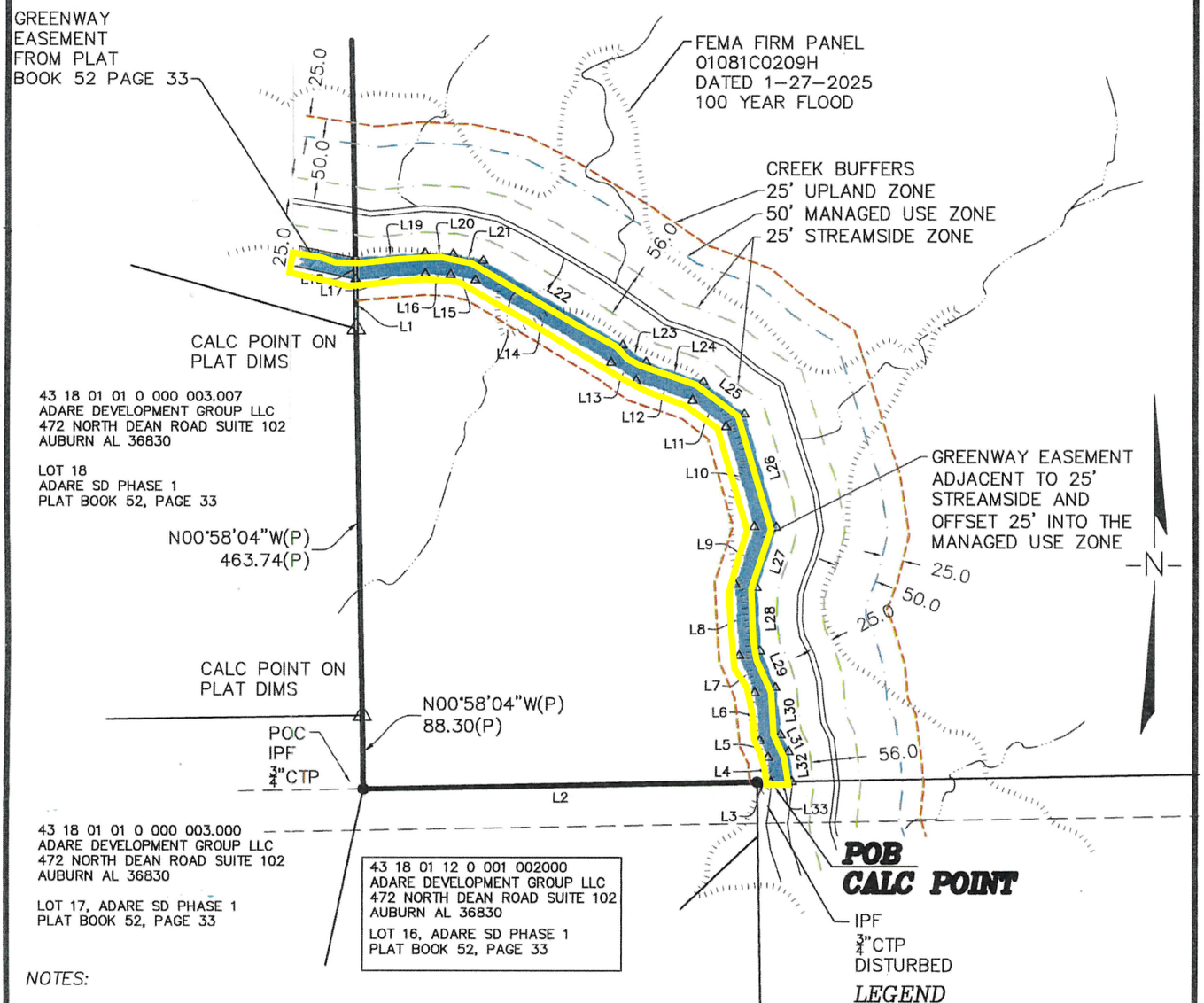
AUDREA L CARR
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Feb. 26, 2030

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

EXHIBIT A

Greenway Easement for:
G. E. Mann
PLAT OF SURVEY
SECTION 1 T18N R26E
LEE COUNTY ALABAMA

Line Table			Line Table			Line Table		
Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
L1	58.81	N00°58'04"W	L12	71.42	S70°51'55"E	L23	34.72	S53°44'34"E
L2	470.31	S88°54'26"W	L13	37.38	S53°44'34"E	L24	71.84	S70°51'55"E
L3	16.27	N88°54'26"E	L14	189.81	S58°48'56"E	L25	63.16	S51°53'16"E
L4	29.48	S06°52'12"E	L15	30.40	S77°43'52"E	L26	140.45	S15°47'52"E
L5	22.19	S26°00'17"E	L16	30.24	S87°18'17"E	L27	75.45	S18°14'12"W
L6	58.24	S06°06'25"E	L17	83.20	N85°19'51"E	L28	75.93	S03°03'30"E
L7	48.18	S22°52'36"E	L18	25.66	N00°58'04"W	L29	47.50	S22°52'36"E
L8	85.00	S03°03'30"E	L19	83.16	N85°44'58"E	L30	57.54	S06°06'25"E
L9	72.50	S18°14'12"W	L20	33.94	S87°18'17"E	L31	22.02	S26°00'17"E
L10	124.66	S15°47'52"E	L21	36.66	S77°43'52"E	L32	36.23	S06°52'12"E
L11	50.84	S51°53'16"E	L22	195.08	S58°48'56"E	L33	25.13	N88°54'26"E



NOTES:

1. SOURCE OF INFORMATION: ADARE SUBDIVISION PHASE 1 PLAT BOOK 52, PAGE 32.
2. DATE OF FIELD SURVEY: 5-15-26; DATE OF OFFICE WORK: 5-27-26.
3. BEARINGS BASED ON STATE PLANE COORDINATES, NAD 1983, ALABAMA EAST ZONE, US FOOT. COORDINATES SET USING RTK GPS, ALDOT CORS AS CONTROL.

I, MICHAEL T. MAHER, A REGISTERED LAND SURVEYOR IN THE STATE OF ALABAMA, HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

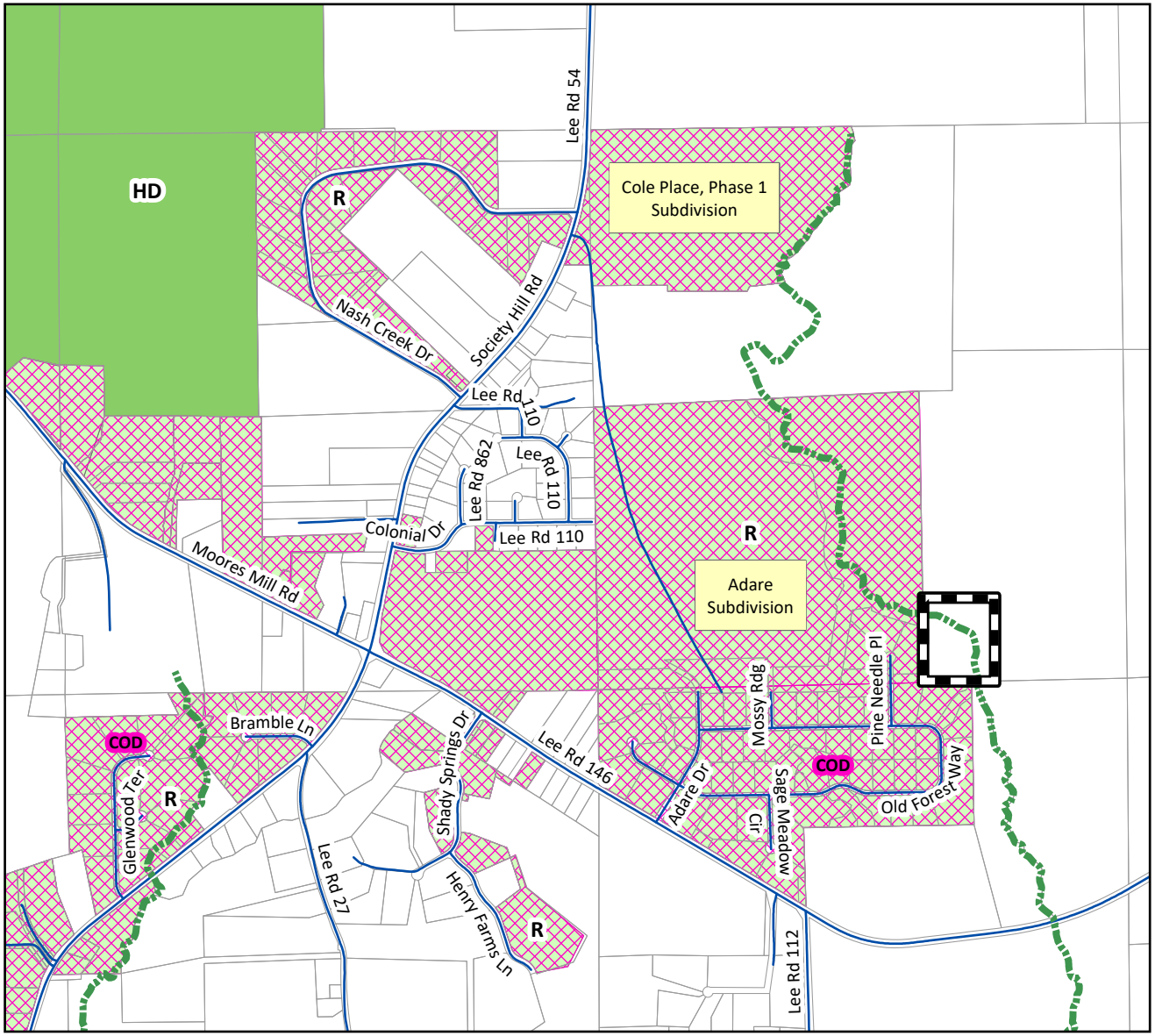
MICHAEL T. MAHER _____ DATE: 5/27/26
PLS NO. 29993
NOT A CERTIFIED SURVEY UNLESS SIGNED AND STAMPED WITH MY SEAL.

\\PRECISION-NAS\Precision\Jobs\2025\25-0275\005 - 25-0275 MANN GREENWAY ex.dwg, 5/27/2026 2:03:13 PM, 1:180

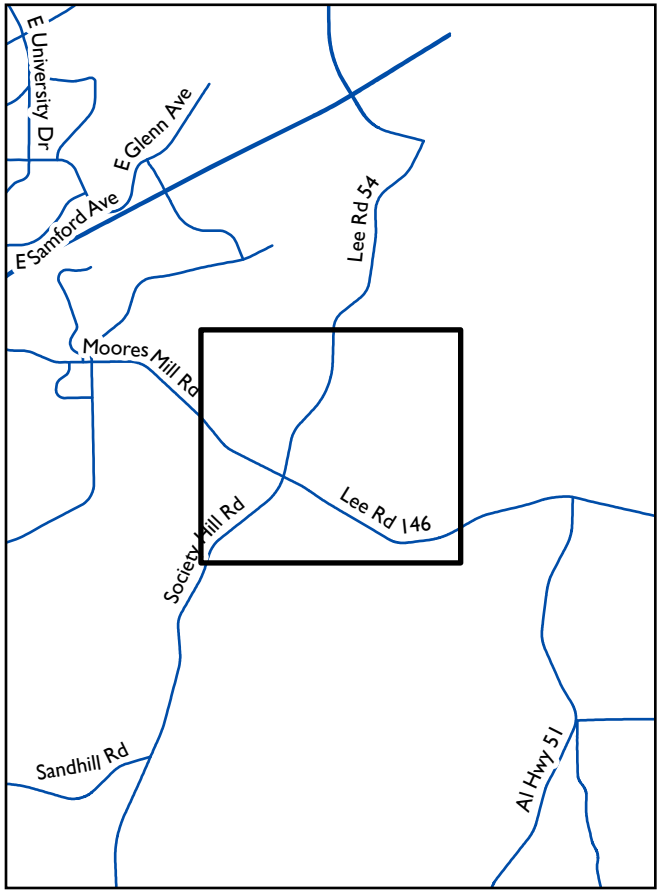
LEGEND
(M) = MEASURED
(R) = RECORDED
OTP = OPEN TOP PIPE
CTP = CRIMPED TOP PIPE
IPF = IRON PIN FOUND
IPS = IRON PIN SET (CA-788)
CA-788 = PRECISION SURVEYING
● = IRON PIN FOUND
○ = 1/2" REBAR SET (CA-788)
■ = HUB SET
△ = CALCULATED POINT
□ = CONCRETE MONUMENT
= POWER POLE
-x——x- = WIRE FENCE
-//——//- = WOOD FENCE
-o——o- = CHAIN LINK FENCE

Drawn By: MTM	PRECISION SURVEYING	2124 Moores Mill Rd. Suite 110 Auburn, Alabama 36830 Ph. (334-821-0105)
Scale: 1"=180'		
File Name: 25-0275-EX	180 90 0 180 360 SCALE IN FEET	Seal: ALABAMA LICENSED No. 29993 PROFESSIONAL LAND SURVEYOR MICHAEL T. MAHER
Date: 5-27-2026		

G.E. Mann Properties, Inc.
Greenway Easement



Vicinity Map



Subject Greenway

0 500 1,000 2,000
Feet

1 inch equals 3,333 feet

N

Planning Dept.

10/01/2026

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.

Agenda Item Summary

Item No. 8 e 6

Council Meeting Date	October 6, 2026
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Consent

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

John and Elizabeth Schumacher
2153 Wrights Mill Road
Auburn, AL 36830

KS Huntley, LLC by Charles G. Solomon
215 Marion Circle
Auburn, AL 36830

Description of item under consideration

Resolution accepting public rights-of-way and public easements as shown on the plat: "Heard Subdivison #2, Redivision of Lot 11-A and Second Addition Redivsion of Lot 24" (AS-2026-068), located at 915 and 945 Moores Mill Road.

Why is Council action needed?

City Council action is necessary for acceptance of all easements and rights-of-way per Article III, Section G, of the City of Auburn Subdivision Regulations, which requires that acceptance of dedicated lands by the City Council must occur prior to recording 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 public easements as shown on the plat: "Heard Subdivision #2, Redivision of Lot 11-A and Second Addition Redivision of Lot 24" (AS-2026-068), located at 915 and 945 Moores Mill Road; and

WHEREAS, the owners of the said properties, namely KS Huntley, LLC, and Elizabeth Schumacher and John Schumacher, desires to dedicate the same.

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

That the City of Auburn does hereby accept the public right-of-way and public easements as shown on the plat: "Heard Subdivision #2, Redivision of Lot 11-A and Second Addition Redivision of Lot 24" (AS-2026-068), located at 915 and 945 Moores Mill Road.

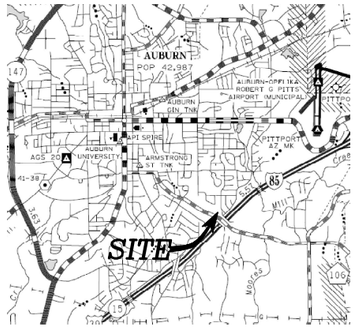
ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 6th day of October 2026.

_____
Mayor

ATTEST:

_____
City Manager

VICINITY MAP NOT TO SCALE



RECEIVED

DATE 8/10/2026

CASE NO. AS-2026-068

DEPARTMENT OF PLANNING

HEARD SUBDIVISION #2
REDIVISION OF LOT 11-A
AND
SECOND ADDITION
REDIVISION OF LOT 24

SECTION 32 T 19 N R 26 E
AUBURN LEE COUNTY ALABAMA

State of Alabama
Lee County

I, Michael T Maher, a Professional Licensed Land Surveyor 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 knowledge, information, and belief.

In witness whereof, I have hereunto set my hand and seal on this the __ day of _____, 2026.

_____
Michael T Maher, Alabama License No. 29993
Not a certified survey unless signed and stamped with my seal.

State of Alabama
Lee County

KS Huntley LLC, owner of the real property shown on this plat, hereby joins in the statement of Michael T Maher, and certify that it was and is its purpose to subdivide the lands so platted as shown,

In witness whereof, I, **Charles G Solomon** have hereunto set my hand on

this the __ day of _____, 2026.

_____
Charles G. Solomon as manager of KS Huntley LLC

STATE OF ALABAMA
COUNTY OF LEE
I, _____, a Notary Public, in and for said County in said State, hereby certify that **Charles G. Solomon as manager of KS Huntley LLC** is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

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

_____
Notary Public, Lee County (state at large), Alabama

My Commission Expires: _____

State of Alabama
Lee County

Elizabeth Schumacher and John Schumacher, owners of the real property shown on this plat, hereby joins in the statement of Michael T Maher, and certify that it was and is its purpose to subdivide the lands so platted as shown,

In witness whereof, we, **Elizabeth Schumacher and John Schumacher** have

hereunto set our hands on this the __ day of _____, 2026.

_____ _____
Elizabeth Schumacher John Schumacher

STATE OF ALABAMA
COUNTY OF LEE
I, _____, a Notary Public, in and for said County in said State, hereby certify that **Elizabeth Schumacher and John Schumacher** as owners at 945 Moores Mill Road, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

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

_____
Notary Public, Lee County (state at large), Alabama

My Commission Expires: _____

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

Planning Director: _____ Date: _____

Approved by the Auburn City Engineer, Auburn, Alabama:

City Engineer: _____ Date: _____

Accepted by the Auburn City Council, Auburn, Alabama

Mayor: _____ Date: _____

NOTES:

1. BEARINGS BASED STATE PLANE COORDINATES, ALABAMA EAST ZONE, US FOOT, NAD 1983, SET USING GPS RTK ALDOT CORS AS CONTROL.
2. SOURCES OF INFORMATION: PLAT OF A REDIVISION OF LOT 11 BY RALPH BUSH (PLS) DATED SEPTEMBER 17, 1965; DEED BOOK 2716, PAGE 240 (DEED FOR LOT 11-A; PLAT BOOK 5, PAGE 1 AND DEED TO REVISED RIGHT OF WAY FOR MOORES MILL ROAD; PLAT BOOK 7 AT PAGE 30 FOR LOT 11A AND PLAT BOOK 5, PAGE 1 FOR LOT 24.
3. FIELD WORK COMPLETED 9-14-26. OFFICE WORK WORK COMPLETED 9-17-26.
4. SUBJECT TO ANY EASEMENTS, RIGHTS OF WAY, OR RESTRICTIONS OF RECORD WHICH MAY EXIST AS A MATTER OF RECORD OR WHICH DEFACTO.
5. NO PORTION OF THIS SITE LIES WITHIN THE 100 YEAR FLOOD ZONE AS TAKEN FROM FEMA FLOOD INSURANCE RATE MAP 01081C0204H EFFECTIVE JANUARY 17, 2025.
6. NO PERMANENT STRUCTURES MAY BE CONSTRUCTED OR PLACED ON EASEMENTS. FENCES MAY BE ERECTED PERPENDICULARLY ACROSS THE EASEMENT PROVIDED THERE IS A MINIMUM TWELVE (12) FOOT WIDE ACCESS GATE INSTALLED. IF THE GATE IS TO BE LOCKED THERE MUST BE A CITY APPROVED LOCK INSTALLED IN CONJUNCTION WITH THE OWNERS LOCK. NO CANOPY TREES SHALL BE PLANTED WITHIN TEN (10) FEET OF UTILITIES.
7. 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.
8. BY PLACING ANY PORTION OF AN IRRIGATION SYSTEM WITHIN THE EASEMENTS OR RIGHT OF WAY, THE PROPERTY OWNER DOES FOR ITSELF , ITS SUCCESSORS AND ASSIGNS AGREES TO HOLD HARMLESS AND DEFEND THE CITY OF AUBURN, ITS OFFICIALS, REPRESENTATIVES, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ALL LIABILITY AND LOSS WHICH MAY BE SUSTAINED AS A RESULT OF CLAIMS, DEMANDS, COST OR JUDGMENTS ARISING OUT OF THE LOCATION OF THE OBSTRUCTION WITHIN THE EASEMENTS OR RIGHT OF WAY INCLUDING ITS REASONABLE COST IN DEFENDING AGAINST ANY SUCH CLAIMS. THE PROPERTY OWNER FURTHER AGREES TO RELEASE AND DISCHARGE THE CITY OF AUBURN FROM ANY DAMAGES TO THE IRRIGATION SYSTEM ARISING FROM ANY WORK OR MAINTENANCE WORK WITHIN THE GRANTED EASEMENT OR RIGHT OF WAY OR ANY DAMAGES TO THE IRRIGATIONS SYSTEM RESULTING FROM ITS PLACEMENT WITHIN THE EASEMENT OR RIGHT OF WAY. IRRIGATION SYSTEMS ARE LIMITED TO ONLY LATERALS BEING PLACED WITHIN ANY EASEMENTS OR RIGHT OF WAY.
9. GROSS AREA = 81,810SF ± 1.88 ac: 4 LOTS
10. THE PURPOSE OF THIS PLAT IS TO DIVIDE 2 LOTS (LOT 24 and 11-A) INTO 4 SINGLE FAMILY RESIDENTIAL LOTS IN THE NC-20 ZONE.
11. THE DRIVEWAY PLACEMENT IS ACCEPTED BY WAIVER BY THE CITY OF AUBURN ENGINEER.
12. WTH THIS SUBDIVISION A NEW SANITARY SEWER LATERAL AND WATER SERVICE IS REQUIRED TO PROVIDE INDIVIDUAL SERVICE TO EACH LOT.
13. THE NEW PRIVATE INGRESS AND EGRESS EASEMENTS SHALL BE PRIVATELY MAINTAINED.
14. NO VARIANCES TO SETBACKS WILL BE GRANTED FOR THIS SUBDIVISION.
15. AUBURN PLANNING CASE NUMBER AS-2026-034 DIVIDED LOT 24 AND WAS APPROVED AND SIGNED. THE SIGNED COPIES HAVE BEEN TURNED INTO THE CITY AND SHALL NOT BE RECORDED.

Seal	Drawn By: MTM Scale: 1"=40' File Name: 25-0614-4 LOT Date: 9-17-2026	PRECISION SURVEYING 2124 Moores Mill Road Suite 110 Auburn, Alabama 36830 Phone (334) 821-0105 www.precisionsurveying.biz	Sheet Title: HEARD SUBDIVISON No 2 REDIVISION OF LOTS 11-A AND 24 ADMINSTRATIVE PLAT

Agenda Item Summary

Item No. 8 e 7

Council Meeting Date	October 6, 2026
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:
SMB Land, LLC
107 North 9th Street, Suite A
Opelika, AL 36801

Description of item under consideration
Resolution accepting the public drainage and utility easements as shown on the plat: "Blakeney at Old Samford, Phase 1" (FP-2025-030), located at the western terminus of Kennesaw Lane, south of Mrs. James Road. All other public easements and public rights-of-way were previously accepted by the City Council on December 2, 2025 (Resolution 25-286).

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 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 drainage and utility easements as shown on the plat: "Blakeney at Old Samford, Phase 1" (FP-2025-030), located at the western terminus of Kennesaw Lane, south of Mrs. James Road; and

WHEREAS, the owner of the said property, namely SMB Land, 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 drainage and utility easements as shown on the plat: "Blakeney at Old Samford, Phase 1" (FP-2025-030), located at the western terminus of Kennesaw Lane, south of Mrs. James Road.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 6th day of October 2026.

_____
Mayor

ATTEST:

_____
City Manager

FINAL PLAT OF

OLD O|S SAMFORD

BLAKENEY AT OLD SAMFORD - PHASE 1

A REDIVISION OF LOT 1 OF OLD SAMFORD POD 1
A REDIVISION OF LOTS 1A & 2A OF
THE VISTAS OF SAUGAHATCHEE REDIVISION OF LOTS 1 & 2
BEING A PART OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 25 EAST,
AUBURN, LEE COUNTY, ALABAMA

Public drainage & utility easement

NOTES

1. Survey North & Basis for Survey: -*Old Samford Pod 1*, Plat Book 52, Page 22, Probate Office, Lee County, Alabama.
2. According to the FEMA FIA NFIP Flood Insurance Map (FIRM), Map No. 01081C0043H & 01081C0044H, effective January 17, 2025, the subject property is located: -Zone X (not shaded) - Areas of minimal flood hazard.
3. Wetlands & streams shown were located and shown on wetland delineation report by Wildland Services, LLC dated December 10, 2019.
4. Any open space areas shown on this plat shall be maintained by the Homeowners Association adopted and/or established with this plat.
5. 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.
6. There was no attempt in the field to determine the location of or the extent of possible encroachments beneath the surface.
7. This drawing becomes void if any alterations or changes are made by others.
8. This drawing may not be altered or added to without permission from BSI Engineering Surveying, INC.
9. The purpose of this plat is to redivide Lot 1 of *Old Samford Pod 1* into 35 lots consisting of 29 lots to be used for residential housing, 6 lots to be used as open space.
10. Current Property Owners: Fab II, LLC, 640 Longwood Circle, Auburn, AL 36830 — James Road, LLC, 640 Longwood Circle, Auburn, AL 36830
11. Development Data:
    -Total Number of Lots: 35
    -Area of Largest Lot: Lot 175 - 5.54 Acres (241,482 Sq. Ft.)
    -Area of Smallest Lot: Lot 153 - 0.29 Acres (12,765 Sq. Ft.)
    -Total Acreage: 32.53 Acres (1,417,124 Sq. Ft.)
    -Total Open Space Acreage: 13.24 Acres (577,189 Sq. Ft.)

CITY OF AUBURN NOTES

12. No permanent structures may be constructed or placed on easements. Fences may be erected perpendicularly across the easement provided there is a minimum twelve (12) foot wide access gate installed. If the gate is to be locked there must be a City approved lock installed in conjunction with the owners lock. No canopy trees shall be planted within ten (10) feet of utilities.
13. 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.
14. 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.

SURVEYOR CERTIFICATE

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

7/6/26
Date

ALABAMA LICENSED No. 21775 PROFESSIONAL LAND SURVEYOR JEFFREY S. HAM

DEDICATION

The State of Alabama
Lee County }

We, James Road, LLC, an Alabama limited liability company, as owners of the real property shown on this plat hereby join in the statement of Jeffrey S. Ham and certify that it is our purpose to subdivide lands so platted into lots as shown.

In witness whereof, I have hereunto set my hand on this the 6TH day of JULY, 2026.

Authorized Representative

ACKNOWLEDGEMENT

The State of Alabama
Lee County }

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

Given under my hand and official seal this the 6th day of July, 2026.

Notary Public:
My Commission Expires: 4/29/30

ANNA MELISSA DOBBINS NOTARY PUBLIC State of Alabama - State at Large My Commission Expires Apr. 29, 2030

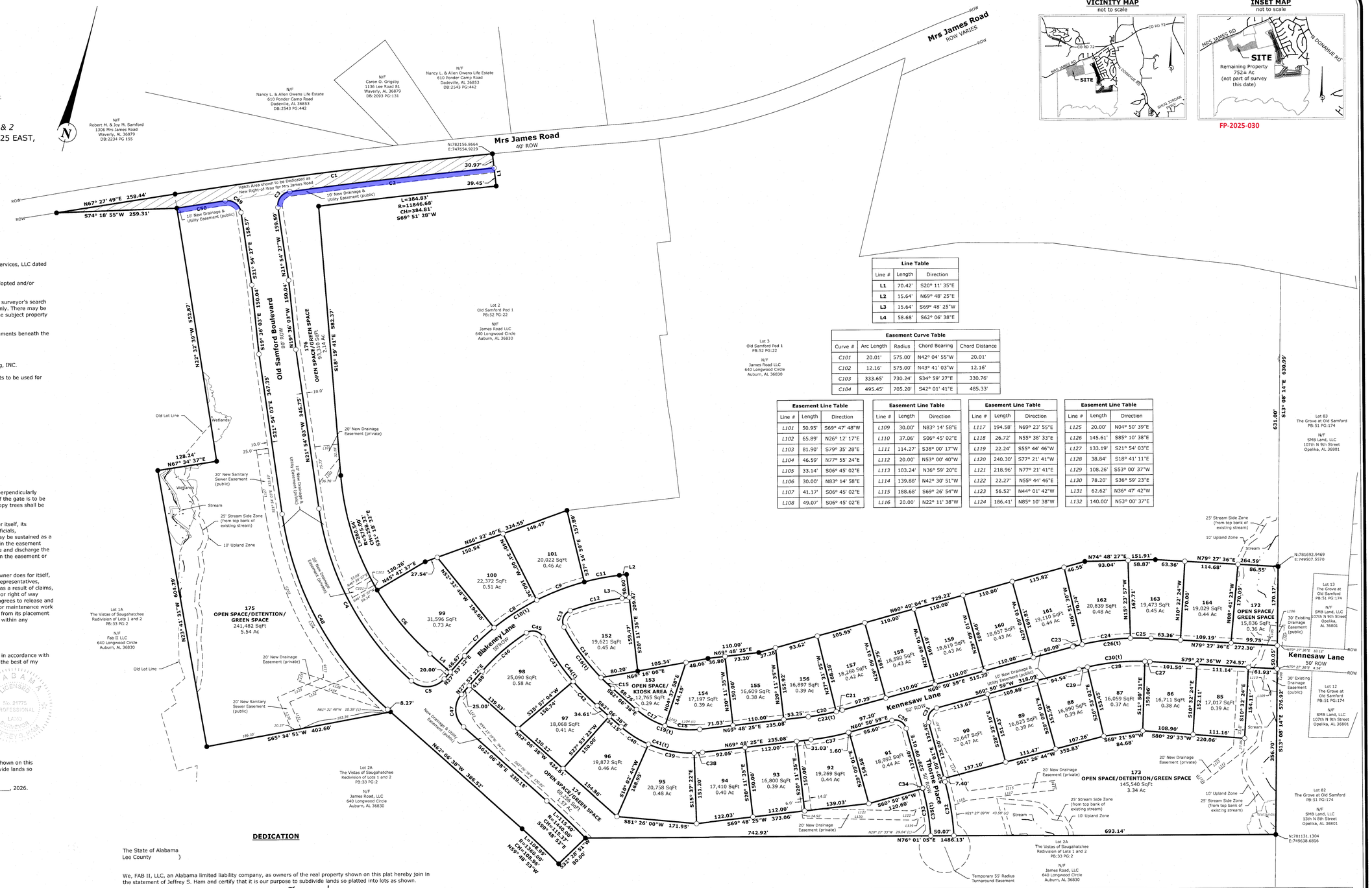
AUBURN CERTIFICATES

Approved by the Auburn City Planning Director, Auburn, Alabama Planning
Director: _____ Date: 7/14/26

Approved by the Auburn City Engineer
Engineer: _____ Date: 7/13/2026

Approved by the Auburn City Council, Auburn, Alabama
Mayor: _____ Date: 7/14/26

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



VICINITY MAP
not to scale

INSET MAP
not to scale

FP-2025-030

Line Table		
Line #	Length	Direction
L1	70.42'	S20° 11' 35"E
L2	15.64'	N69° 48' 25"E
L3	15.64'	S69° 48' 25"W
L4	58.68'	S62° 06' 38"E

Easement Curve Table				
Curve #	Arc Length	Radius	Chord Bearing	Chord Distance
C101	20.01'	575.00'	N42° 04' 55"W	20.01'
C102	12.16'	575.00'	N43° 41' 03"W	12.16'
C103	333.65'	730.24'	S34° 59' 27"E	330.76'
C104	495.45'	705.20'	S42° 01' 41"E	485.33'

Easement Line Table		
Line #	Length	Direction
L101	50.95'	S69° 47' 48"W
L102	65.89'	N26° 12' 17"E
L103	81.90'	S79° 35' 28"E
L104	46.59'	N77° 55' 24"E
L105	33.14'	S06° 45' 02"E
L106	30.00'	N83° 14' 58"E
L107	41.17'	S06° 45' 02"E
L108	49.07'	S06° 45' 02"E

Easement Line Table		
Line #	Length	Direction
L109	30.00'	N83° 14' 58"E
L110	37.06'	S06° 45' 02"E
L111	114.27'	S38° 00' 17"W
L112	20.00'	N53° 00' 40"W
L113	103.24'	N36° 59' 20"E
L114	139.88'	N42° 30' 51"W
L115	188.68'	S69° 26' 54"W
L116	20.00'	N22° 11' 38"W

Easement Line Table		
Line #	Length	Direction
L117	194.58'	N69° 23' 55"E
L118	26.72'	N55° 38' 33"E
L119	22.24'	S55° 44' 46"W
L120	240.30'	S77° 21' 41"W
L121	218.96'	N77° 21' 41"E
L122	22.27'	N55° 44' 46"E
L123	56.52'	N44° 01' 42"W
L124	186.41'	N85° 10' 38"W

Easement Line Table		
Line #	Length	Direction
L125	20.00'	N04° 50' 39"E
L126	145.61'	S85° 10' 38"E
L127	133.19'	S21° 54' 03"E
L128	38.84'	S18° 41' 11"E
L129	108.26'	S53° 00' 37"W
L130	78.20'	S36° 59' 23"E
L131	62.62'	N36° 47' 42"W
L132	140.00'	N53° 00' 37"E

Curve Table				
Curve #	Arc Length	Radius	Chord Bearing	Chord Distance
C1	688.78'	11917.08'	S69° 08' 45"W	688.68'
C2	442.75'	11887.08'	S69° 44' 23"W	442.73'
C3	47.43'	30.00'	S23° 22' 57"W	42.64'
C4	428.85'	615.20'	S41° 52' 16"E	420.22'
C5	78.77'	50.00'	N73° 01' 27"E	70.88'
C6	178.84'	575.00'	S53° 12' 01"E	178.12'
C7	87.63'	525.00'	N32° 40' 17"E	87.53'
C8	109.77'	525.00'	N43° 26' 36"E	109.57'
C9	109.77'	525.00'	N55° 25' 24"E	109.57'
C10(t)	307.18'	525.00'	N44° 39' 05"E	302.82'
C11	76.91'	525.00'	N65° 36' 37"E	76.84'
C12	114.87'	475.00'	S62° 52' 44"W	114.59'
C13	42.59'	25.00'	S07° 08' 45"W	37.62'
C14	135.25'	475.00'	S49° 48' 57"E	134.79'
C15	34.30'	475.00'	S60° 02' 30"E	34.30'

Curve Table				
Curve #	Arc Length	Radius	Chord Bearing	Chord Distance
C16(t)	169.55'	475.00'	S51° 53' 05"E	168.65'
C17	71.03'	175.00'	S73° 44' 20"E	70.55'
C18	75.83'	175.00'	N82° 13' 12"E	75.23'
C19(t)	146.86'	175.00'	S86° 09' 07"E	142.59'
C20	60.84'	475.00'	N66° 08' 15"E	60.80'
C21	13.42'	475.00'	N61° 39' 32"E	13.42'
C22(t)	74.26'	475.00'	N65° 19' 42"E	74.18'
C23	21.00'	525.00'	N61° 59' 45"E	21.00'
C24	105.00'	525.00'	N68° 52' 16"E	104.83'
C25	44.52'	525.00'	N77° 01' 49"E	44.51'
C26(t)	170.52'	525.00'	N70° 09' 18"E	169.78'
C27	10.79'	475.00'	S78° 48' 32"W	10.79'
C28	124.70'	475.00'	S70° 38' 14"W	124.34'
C29	18.79'	475.00'	S61° 58' 59"W	18.79'
C30(t)	154.28'	475.00'	S70° 09' 18"W	153.61'

Curve Table				
Curve #	Arc Length	Radius	Chord Bearing	Chord Distance
C31	39.27'	25.00'	S15° 50' 59"W	35.36'
C32	117.43'	550.00'	N23° 02' 00"W	117.21'
C33	103.01'	500.00'	N23° 06' 45"W	102.83'
C34	1.18'	500.00'	N29° 04' 57"W	1.18'
C35(t)	104.19'	500.00'	N23° 10' 49"W	104.01'
C36	39.27'	25.00'	N74° 09' 01"W	35.36'
C37	82.07'	525.00'	S65° 19' 42"W	81.99'
C38	17.95'	225.00'	S72° 05' 31"W	17.94'
C39	100.80'	225.00'	S87° 12' 41"W	99.96'
C40	70.07'	225.00'	N71° 01' 57"W	69.79'
C41(t)	188.82'	225.00'	N86° 09' 07"W	183.33'
C42	73.87'	525.00'	N58° 04' 47"W	73.81'
C43	115.58'	525.00'	N47° 44' 32"W	115.35'
C44(t)	189.45'	525.00'	N51° 46' 23"W	188.42'
C45	41.62'	25.00'	N89° 07' 23"W	36.97'

Curve Table				
Curve #	Arc Length	Radius	Chord Bearing	Chord Distance
C46	126.84'	475.00'	S35° 32' 22"W	126.47'
C47	78.54'	50.00'	S17° 06' 38"E	70.71'
C48	487.89'	695.20'	S42° 00' 21"E	477.94'
C49	47.17'	30.00'	N66° 57' 21"W	42.46'
C50	105.39'	11887.08'	S67° 44' 32"W	105.39'

LEGEND

- ● 1/2" Rebar - Orange Cap Stamped AL CA 718 LSF000600 (unless otherwise noted)
- ○ 1/2" Rebar - Orange Cap Stamped AL CA 718 LSF000600
- ⛳ Calculated Point
- DB: Deed Book
- PB: Plat Book
- PG: Page
- (c) Chord Bearing & Distance
- (t) Total Curve Data
- (R) Record Bearing or Distance
- ROW Right-of-Way
- N/F Now or Formerly

100' 0' 100' 200'
Barscale 1" = 100'

DEDICATION

The State of Alabama
Lee County }

We, FAB II, LLC, an Alabama limited liability company, as owners of the real property shown on this plat hereby join in the statement of Jeffrey S. Ham and certify that it is our purpose to subdivide lands so platted into lots as shown.

In witness whereof, I have hereunto set my hand on this the 6TH day of JULY, 2026.

Authorized Representative

ACKNOWLEDGEMENT

The State of Alabama
Lee County }

I, Anna Melissa Dobbins, a Notary Public, in and for said County in said State, hereby certify that David P. Carroll, whose name as a Authorized Representative of FAB II, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 6th day of July, 2026.

Notary Public:
My Commission Expires: 4/29/30

ANNA MELISSA DOBBINS NOTARY PUBLIC State of Alabama - State at Large My Commission Expires Apr. 29, 2030

PROJECT NO: 22-0171

FIELD BY: CAJ/KSC — FIELD DATE: 06/23/2026
DRAWN BY:BES/ADL/REBP — DRAW DATE: 06/29/2026

Drawing Name: S:\S2022\22-0171 SMB - Old Samford, Pods 1 & 2 - Auburn\dwg\fed 1\FINAL PLAT - Blakeney at Old Samford - READY FOR SIGNATURES 7-6-26.dwg Last Modified: Jul 06, 2026 - 7:34am by rham

Agenda Item Summary

Item No. 9 a

Council Meeting Date	October 6, 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.

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.

This item was postponed at the September 15, 2026, City Council meeting.

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 6th day of October, 2026.

_____
Mayor

ATTEST:

_____
City Manager

Agenda Item Summary

Item No. 9 b

Council Meeting Date	October 6, 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.

This item was postponed at the September 15, 2026, City Council meeting.

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 6th day of October 2026.

_____
Mayor

ATTEST:

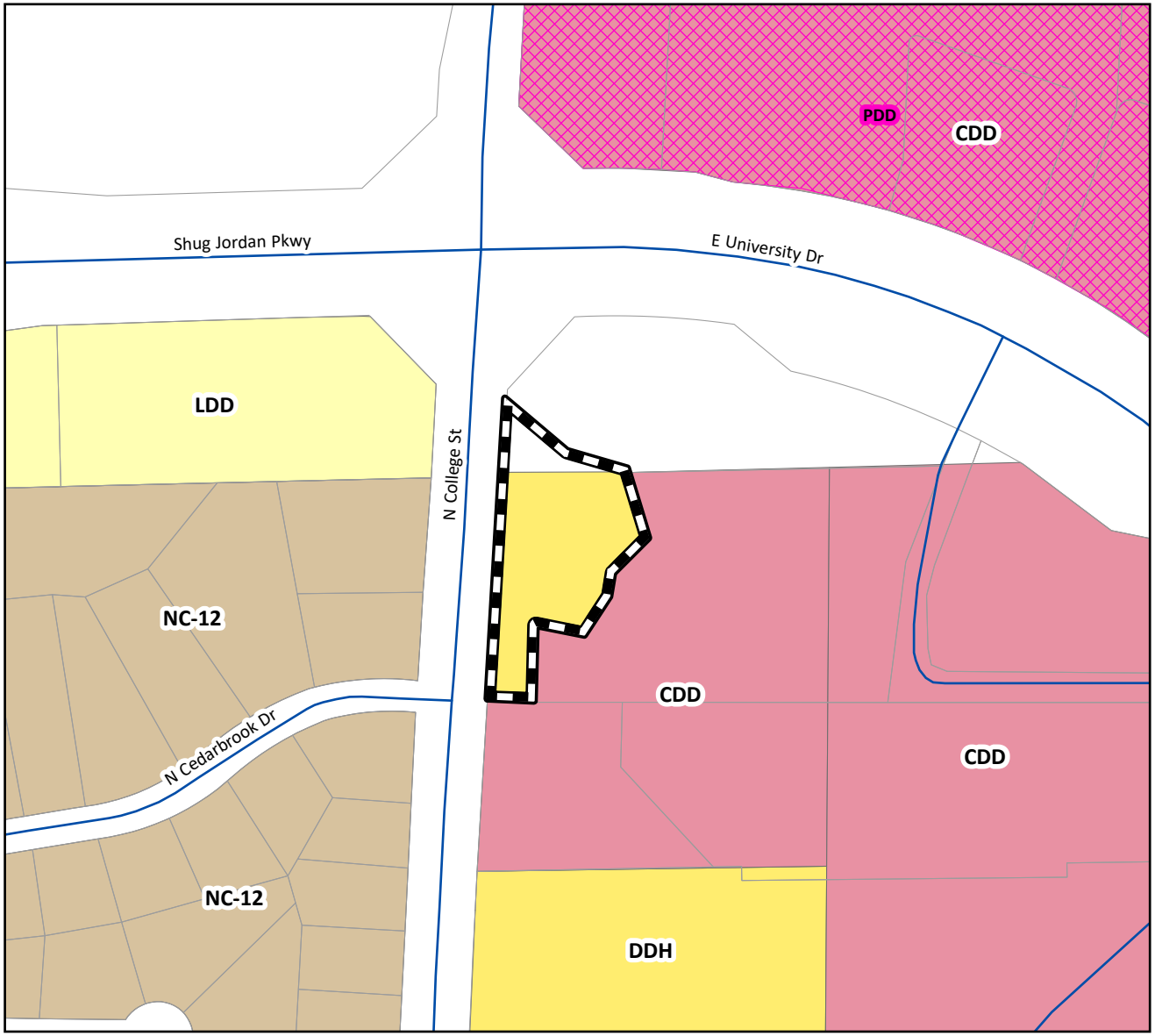
_____
City Manager

Youth For Christ

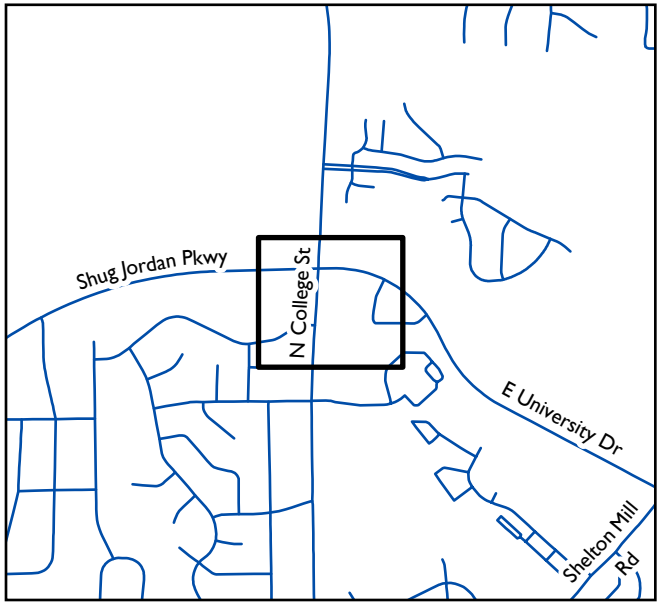
Rezoning Request

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.

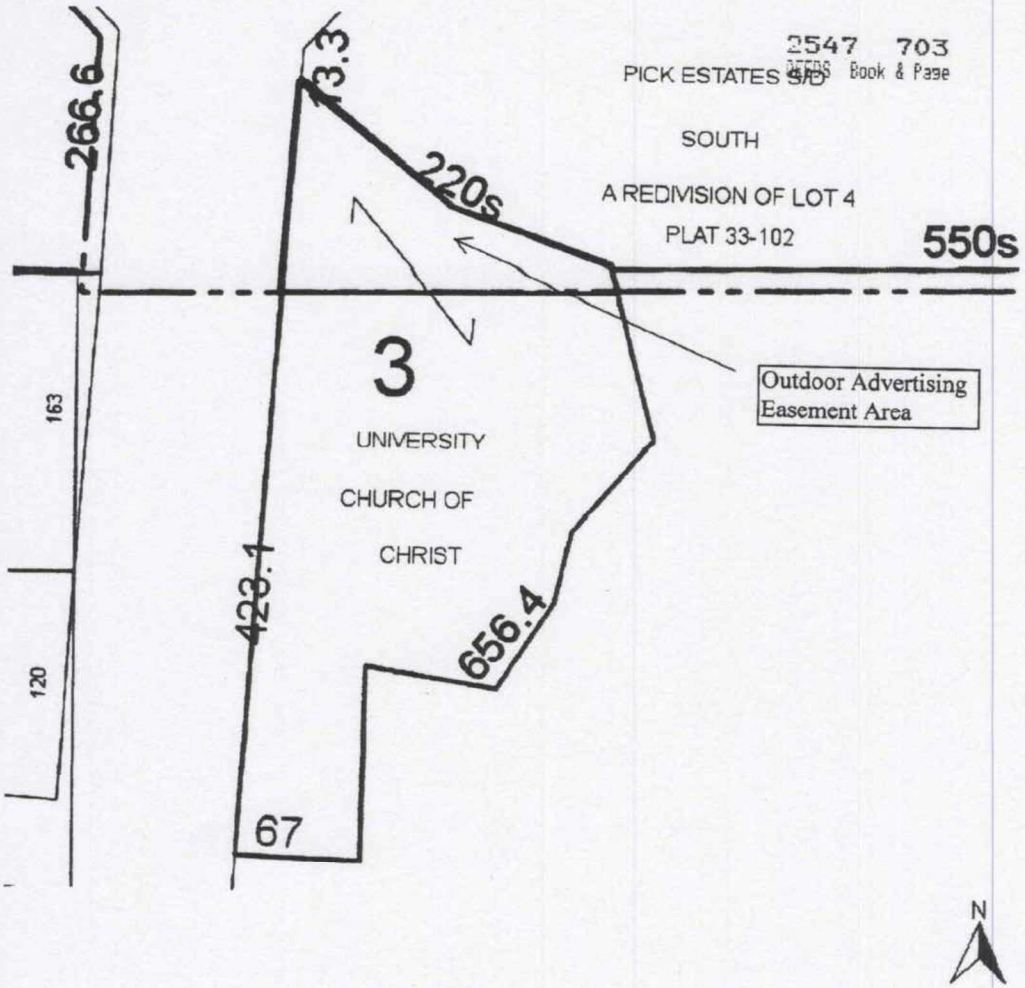
N

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. 10 a

Council Meeting Date	October 6, 2026
Department	Water Resource Management
Submitted By	Eric Carson
Agenda Section	Resolutions

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.

This item was postponed and a public hearing was held at the September 15, 2026, City Council meeting.

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 6th day of October 2026.

_____
Mayor

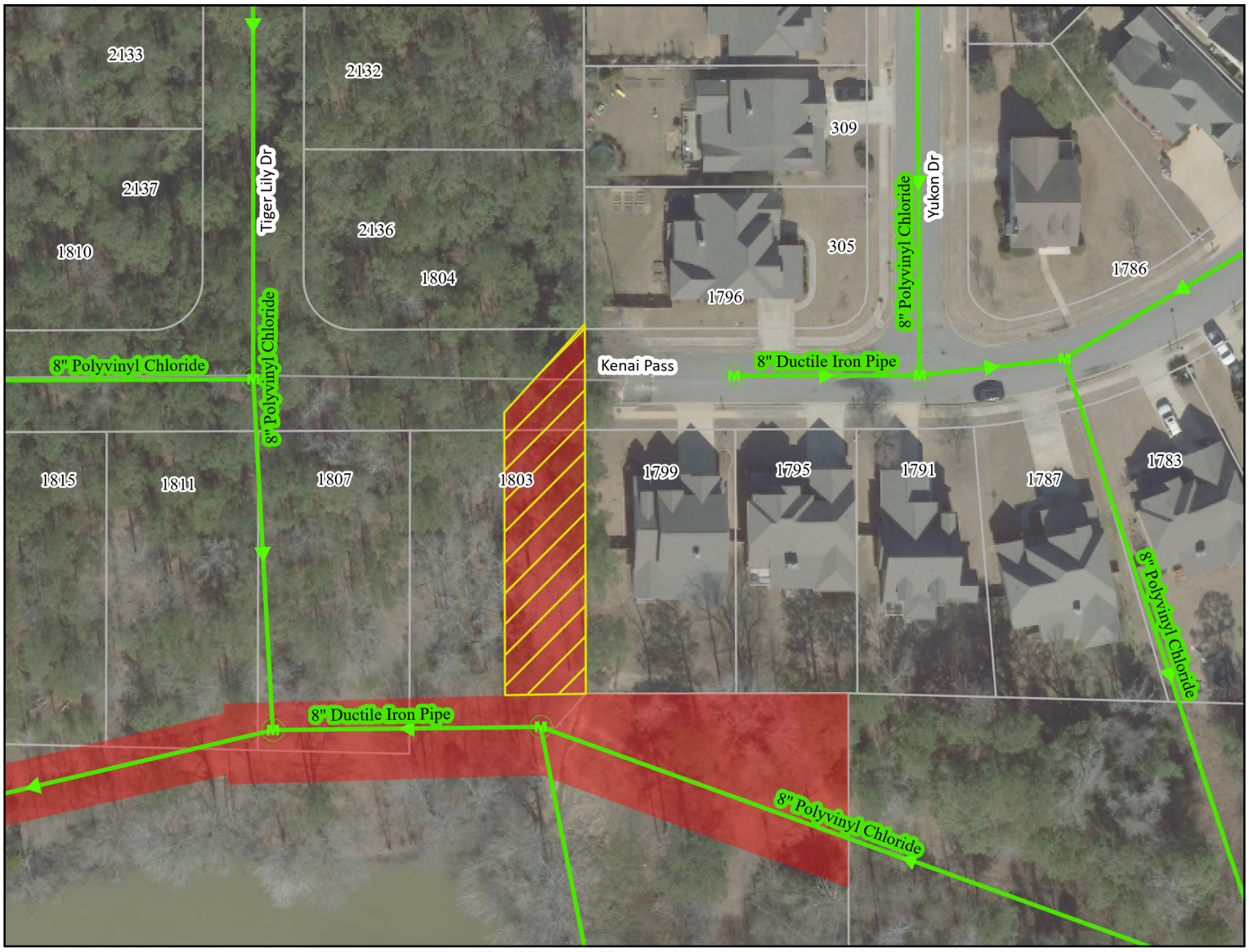
ATTEST:

_____
City Manager

VICINITY MAP

1803 KENAI PASS

AUBURN



Subject Property

N

0 20 40 80

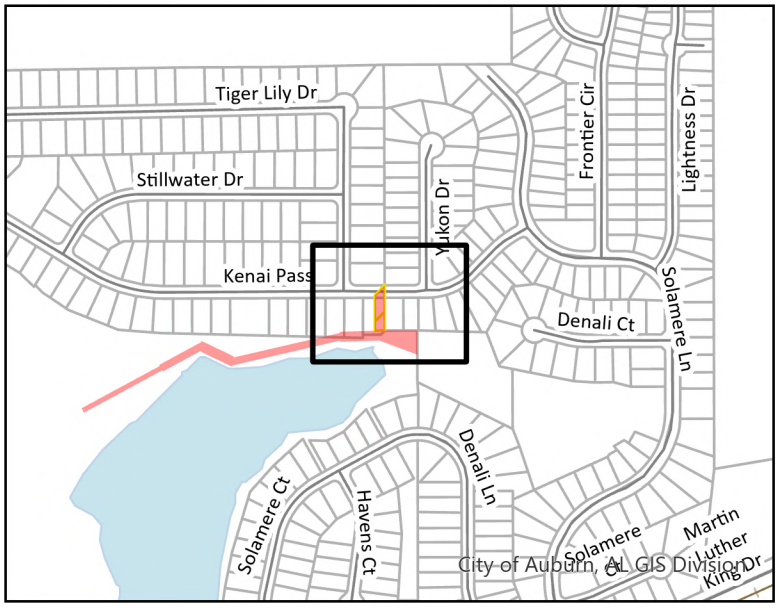
FEET

WATER RESOURCE MANAGEMENT

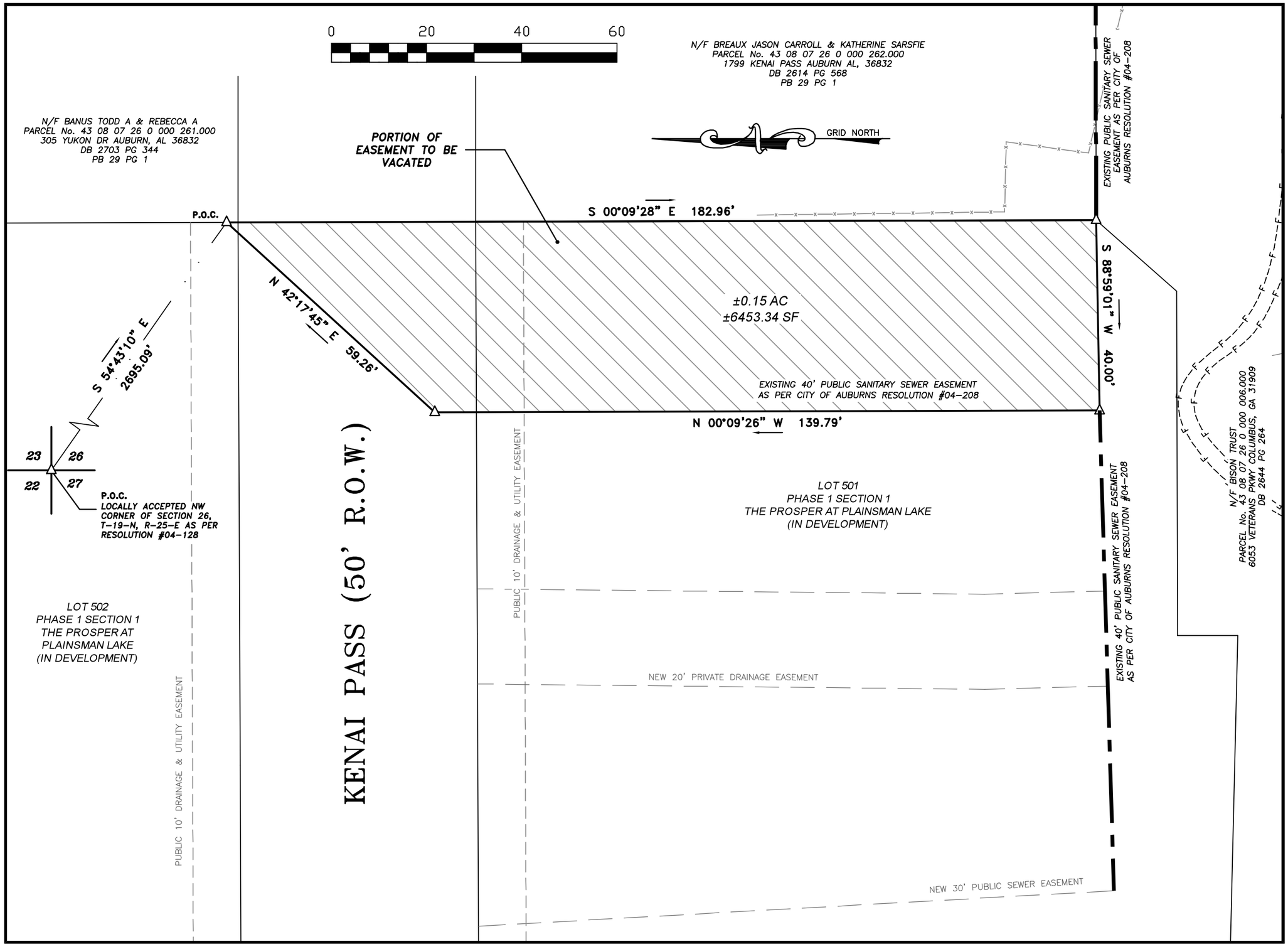
08/07/2026

- 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

Council Meeting Date	October 6, 2026
Department	Economic Development
Submitted By	Phillip Dunlap
Agenda Section	Resolutions

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

Maxim Solutions, Auburn LLC
967 Stage Road
Auburn, AL 36830

Description of item under consideration

Resolution providing abatements for non-educational ad valorem taxes and sales and use taxes. Education, hospital, and children's home ad valorem and sales and use taxes are NOT abated. This abatement is in connection to the improvements of an existing building located at 967 Stage Road and the acquisition of new equipment for Maxim Solutions, Auburn LLC. The company anticipates hiring fifteen (15) new employees over the next four years with a capital investment of approximately $1,364,000.

Why is Council action needed?

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

Is this a budgeted item?: N/A

RESOLUTION NO. _____

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

Section 1. The Council does hereby find, declare and ascertain as follows: that Maxim Solutions, Auburn LLC, an Alabama limited liability company (herein referred to as the "Company"), proposes to lease space in an existing industrial facility located at 967 Stage Road in the City (herein referred to as the "Facility"); that the Company proposes to construct and install certain improvements and enhancements within the Facility (herein referred to as the "Facility Improvements") and to purchase and install in the Facility certain machinery, equipment, and other personal property (herein collectively referred to as the "Equipment") for the production of radio frequency identification labels (herein referred to as the "Project"); that the Project is expected to result in the creation of approximately fifteen (15) new full-time jobs at the Facility and will generally promote trade and commerce in the City and in the State of Alabama; that the Company has submitted to the City a completed Alabama Department of Revenue Form CO: CAA, Application to Granting Authority for Abatement of Taxes, applying for an abatement of ad valorem taxes and sales and use taxes with respect to its capital investment in the Facility Improvements and Equipment, a copy of which Application was presented to the meeting at which this resolution is adopted (and which application is made a part of this resolution as fully and completely as if set forth herein); that in order to induce the Company to proceed with the Project, it is desirable and appropriate for the Council to grant the said tax abatements.

Section 2. Pursuant to the provisions of Act No. 92-599 enacted during the 1992 Regular Session of the Legislature of Alabama and now codified as Chapter 9B of Title 40 of the Code of Alabama (1975), as amended (herein called the "Tax Abatement Act"), the Council hereby grants to the Company an abatement of

Noneducational Ad Valorem Taxes and Construction Related Transaction Taxes for the Company's capital investment in the Facility Improvements and Equipment. The terms "Noneducational Ad Valorem Taxes" and "Construction Related Transaction Taxes" shall have the same meaning herein as in the Tax Abatement Act. The abatements granted by this resolution shall not include (a) the portion of any ad valorem taxes or sales and use taxes that are assessed, imposed or specially designated for the benefit of the East Alabama Medical Center, children's homes operated by Lee County, Alabama, or the Auburn City Public Schools, and (b) the portion of Noneducational Ad Valorem Taxes and Construction Related Transaction Taxes that are unabated by Chapter 9I of Title 40 of the Code of Alabama (1975).

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

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

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

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 6th day of October 2026.

CITY OF AUBURN

By _____

Its Mayor

ATTEST:

By _____

Its City Manager

EXECUTIVE SUMMARY
ESTIMATED ECONOMIC IMPACT OF
Maxim Solutions, Auburn LLC

Total Capital Investment:	**$**	**1,364,000**
Number of New Jobs:		**15**
Estimated Annual Payroll:	**$**	**945,000**

Estimated Annual Occupational License Fee From Wages Above:		$	9,450.00
Estimated Ad Valorem (Property) Tax for City:			1,760.00
TOTAL DIRECT ANNUAL TAX IMPACT FOR THE CITY:		$	11,210.00
Estimated Annual Payroll:	$ 945,000.00		
	x 30.21% ^		
Estimated Spending in Auburn:	$ 285,484.50		
Local Sales Tax Rate:	x 4%		
TOTAL INDIRECT SALES TAX IMPACT:		$	11,419.38
TOTAL ANNUAL TAX IMPACT (DIRECT AND INDIRECT):		$	22,629.38
Over Ten Years:			x 10
ESTIMATED TEN YEAR DIRECT AND INDIRECT TAX IMPACT:		**$**	**226,293.80**

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

Sales Tax on Building Materials		$	7,122.50
Sales Tax on Equipment		$	5,000.00
Sales Tax on Non-Manufacturing Equipment		$	875.00
TOTAL TRANSACTION TAX IMPACT:		$	12,997.50 *
AUBURN'S SHARE FOR SCHOOLS (1/3)		$	4,332.50
COMBINED TOTAL ESTIMATED TEN YEAR TAX IMPACT:		**$**	**230,626.30**

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

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

TAX ABATEMENT ESTIMATE
Maxim Solutions, Auburn LLC

Estimated Amounts of Taxes to be Abated:

I. Non-Educational Ad Valorem Taxes :

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

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

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

Value: $ 500,000 **x** 20% Assessment
17 mills Abated (non-educational taxes*) = $ 1,700 annually

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

Value: $ 50,000 **x** 20% Assessment
17 mills Abated (non-educational taxes*) = $ 170 annually

Estimated Total Ad Valorem Taxes Abated = $ 1,870 annually
x10 years

Ten Year Total = $ 18,700

(*37 Mills are not abated)

II. Non-Educational Sales and Use Taxes:

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

1.) Sales taxes for building materials used in Construction:
Building Value: $ 814,000 **x** 50%
$ 407,000 **x** 7.25%= $ 29,508

2) Manufacturing Equipment purchased for use in Auburn:
Equipment Value:
$ 500,000 **x** 2.25% = $ 11,250

3.) Non-Manufacturing equipment (Personal Property) to be purchased and used in Auburn:
Personal Property Value:
$ 50,000 **x** 7.25% = $ 3,625

Estimated Total Sales and Use Tax Abatement: (****One Time Only**) $ 44,383 **

Estimated Total Value of Abatements= **$ 63,083** ***

III. Estimated Value of Abatements by Beneficiary:

State of Alabama

General Sales Tax = 4% (3.25% abated)	$ 14,852.50	
Manufacturing Sales Tax = 1.5% (0.75% abated)	3,750.00	
Property Tax = 6.5 mills (2.5 abated) for 10 years	2,750.00	
		$ 21,353

Lee County

General Sales Tax = 1% (none abated)	$ -	
Manufacturing Sales Tax = 0.25% (none abated)	-	
Property Tax = 21.5 mills (9.5 abated) for 10 years	10,450.00	
		$ 10,450

City of Auburn

General Sales Tax = 4% (all abated)	$ 18,280.00	
Manufacturing Sales Tax = 1.5% (all abated)	7,500.00	
Property Tax = 26 mills (5 abated) for 10 years	5,500.00	
		$ 31,280

Estimated Total Value of Abatements= **$ 63,083** ***

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

TAX GENERATION ESTIMATE
Maxim Solutions, Auburn LLC

Estimated Amounts of Taxes NOT to be Abated:

I. Ad Valorem Taxes :

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

Value: [redacted] **x** 20% Assessment
37 mills NOT Abated (educational taxes*) = $ - annually

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

Value: $ 500,000 **x** 20% Assessment
37 mills NOT Abated (educational taxes*) = $ 3,700 annually

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

Value: $ 50,000 **x** 20% Assessment
37 mills NOT Abated (educational taxes*) = $ 370 annually

Estimated Total Ad Valorem Taxes NOT Abated = $ 4,070 annually
x10 years

Ten Year Total = $ 40,700

II. Non-Educational Sales and Use Taxes:

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

1.) Sales taxes for building materials used in Construction:
Building Value: $ 814,000 **x** 50%
$ 407,000 **x** 1.75%= $ 7,123

2) Manufacturing Equipment purchased for use in Auburn:
Equipment Value:
$ 500,000 **x** 1.0% = $ 5,000

3.) Non-Manufacturing equipment (Personal Property) to be purchased and used in Auburn:
Personal Property Value:
$ 50,000 **x** 1.75% = $ 875

Estimated Total Sales and Use Tax Abatement: (****One Time Only**) $ 12,998 **

Estimated Total Value of New Taxes (NOT Abated) = $ 53,698 ***

III. Estimated Value of Taxes by Beneficiary:

State of Alabama
General Sales Tax = 4% (3.25% abated) $ 3,427.50
Manufacturing Sales Tax = 1.5% (0.75% abated) 3,750.00
Property Tax = 6.5 mills (2.5 abated) for 10 years 4,400.00
$ 11,578

Lee County
General Sales Tax = 1% (none abated) $ 4,570.00
Manufacturing Sales Tax = 0.25% (none abated) 1,250.00
Property Tax = 21.5 mills (9.5 abated) for 10 years 13,200.00
$ 19,020

City of Auburn
General Sales Tax = 4% (all abated) $ -
Manufacturing Sales Tax = 1.5% (all abated) -
Property Tax = 26 mills (5 abated) for 10 years 23,100.00
$ 23,100

Estimated Total Value of New Taxes (NOT Abated) = $ 53,698 ***

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

Form CO: CAA
6/15

ALABAMA DEPARTMENT OF REVENUE

Application to Granting Authority for Abatement of Taxes

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

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

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

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

2. PROJECT NAICS CODE: 323100

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

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

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

5. PROJECT APPLICANT: Maxim Solutions, Auburn LLC

DBA: Maxim Solutions

6. ADDRESS OF APPLICANT: 967 Stage Road

CITY: Auburn

STATE: AL

ZIP CODE: 36830

7. NAME OF CONTACT PERSON: Laura Reeder

EMAIL ADDRESS: Laura.Reeder@Maxim-Group.com

TELEPHONE NUMBER: (334) 707-8652

8. DATE COMP. ANIZED: 8/28/2025

9. PHYSICAL LOCATION OF PROJECT: 967 Stage Road

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

COUNTY: LEE

ZIP CODE: 36830

10. BRIEF DESCRIPTION OF PROJECT (ATTACH A COMPLETE AND DETAILED LISTING OF PROJECT PROPERTY COSTS TO ENABLE A COST-BENEFIT ANALYSIS BY GRANTING AUTHORITY)
The project is the build-out and equipping of a 5600 sq ft manufacturing facility in Auburn for RFID label production.

11. ESTIMATED DATE CONSTRUCTION WILL BEGIN: 10/6/2026

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

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

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

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

16. ESTIMATED NUMBER OF NEW EMPLOYEES	17. ESTIMATED ANNUAL PAYROLL OF NEW EMPLOYEES	Estimated Investment for Project	18. COST OR VALUE FOR PROPERTY TAX	19. COST SUBJECT TO SALES TAX
INITIALLY: 2	INITIALLY: $ 120,000	a. Land (if donated, show market value)	18a	XXXXXXXXXX
YEAR 1: 4	YEAR 1: $ 260,000	b. Existing Building(s) (if any)	18b	XXXXXXXXXX
YEAR 2: 4	YEAR 2: $ 260,000	c. Existing Personal Property (if any)	18c	XXXXXXXXXX
YEAR 3: 5	YEAR 3: $ 305,000	d. New Building(s) and/or New Additions to Existing Building(s) (19d = building materials only)	18d $ 814,000	19d $ 407,000
This form may be used as the application to the granting authority required by Section 40-9B-6(a), *Code of Alabama 1975*. The information requested here is required by Section 40-9B-6 and Section 40-2-11(7), *Code of Alabama 1975*.		e. New Manufacturing Machinery	18e $ 500,000	19e $ 500,000
		f. Other New Personal Property (non-mfg machinery, office equipment, computers, etc.)	18f $ 50,000	19f $ 50,000
		g. TOTALS (PROPERTY TAX TOTAL MUST EQUAL TOTAL PROJECT INVESTMENT, SALES TAX TOTAL WILL BE LESS.)	18g $ 1,364,000	19g $ 957,000

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

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

Laura Reeder
NAME (PRINT)

Laura C Reeder
SIGNATURE

RFID Printshop Manager
TITLE

9/4/2026
DATE

TAX ABATEMENT AGREEMENT

This **TAX ABATEMENT AGREEMENT** (this "Agreement"), effective as of the 6th day of October, 2026, is entered into by and between the **CITY OF AUBURN**, a municipal corporation under the laws of the State of Alabama (the "City"), and **MAXIM SOLUTIONS, AUBURN LLC**, a limited liability company organized under the laws of the State of Alabama (the "Company").

R E C I T A L S:

In order to promote local industrial and commercial development in the State of Alabama, the Company is establishing an industrial enterprise (within the meaning of § 40-9B-3(10) of the Code of Alabama, 1975) in the City of Auburn, Lee County, Alabama (the "Project"). In connection with the Project, the Company will (i) make certain improvements and enhancements (the "Facility Improvements") to an industrial facility located at 967 Stage Road in the City that the Company is leasing for the Project (the "Facility") and (ii) purchase certain machinery, equipment, and other personal property (the "Equipment") the Company will install and operate in the Facility for the production of radio frequency identification labels. Pursuant to the provisions of Act No. 92-599 enacted at the 1992 Regular Session of the Legislature of Alabama, now codified as Chapter 9B of Title 40 of the Code of Alabama, 1975, as amended (the "Tax Abatement Act"), the City, at a regular meeting of the City Council held on October 6, 2026, granted tax abatements to the Company with respect to its capital investment in the Facility Improvements and the Equipment.

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

Section The Company hereby represents as follows with respect to the Facility Improvements and the Equipment, all as more fully described in the Form CO:CAA, Application to Granting Authority for Abatement of Taxes (the "Abatement Application"), heretofore submitted by the Company to the City and approved by the City Council at its regular meeting held on October 6, 2026:

(a) The total amount to be invested by the Company in the Project, including the Facility Improvements and the purchase and installation of the Equipment, is anticipated to be approximately $1,364,000;

(b) The Facility Improvements and the Equipment constitute private use industrial property within the meaning of § 40-9B-3(18) of the Tax Abatement Act;

(c) The business to be conducted by the Company at the Facility constitutes an industrial enterprise described in Code 323100 of the 2022 North American Industry Classification System, promulgated by the Executive Office of the President of the United States, Office of Management and Budget;

(d) No part of the Facility Improvements or the Equipment has been placed in service in Alabama by the Company prior to the execution and delivery of this Agreement; and

(e) The Company anticipates that initially it will hire two (2) new employees in connection with the Project with an estimated annual payroll of $120,000; that during the first year following commencement of the Project it will hire an additional four (4) new employees with an estimated annual payroll of $260,000; that during the second year following commencement of the Project it will hire an additional four (4) new employees with an estimated annual payroll of $260,000; and that during the third year following commencement of the Project it will hire an additional five (5) new employees with an estimated annual payroll of $305,000.

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

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

Noneducational Ad Valorem Taxes: $1,870 per year (annual average during the ten year tax abatement period); and

(ii) Construction-Related Transaction Taxes: $44,383.

(b) The abatement of Noneducational Ad Valorem Taxes granted to the Company shall have a Maximum Exemption Period (as defined in the Tax Abatement Act) of ten (10) years for each item of Equipment acquired by the Company to commence on the October 1st following the date on which each such item of Equipment becomes owned, for federal income tax purposes, by the Company.

Section The Company hereby represents to the City as follows in connection with the tax abatements granted herein:

that the granting of the tax abatements described herein is an important consideration in the Company's decision whether to proceed with the Project,

including the Facility Improvements, the purchase and installation of the Equipment, and the hiring of new employees needed to operate the Equipment, all in the City;

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

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

(d) that the execution and delivery of this Agreement by the Company has been duly authorized by all necessary action.

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

(a) obligations for the payment of any costs with respect to the Project, the Facility Improvements or the Equipment which are not paid because the Company fails to pay such costs, and

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

The Company hereby agrees that it will also pay or reimburse all legal or other expenses reasonably incurred by the City, its Council members, officers, agents and employees in connection with the investigation or defense of any action or proceeding, whether or not resulting in liability, with respect to any claim, liability or loss in respect of which indemnity may be sought against the Company under the provisions of this Section 4.

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

Section This Agreement shall be effective as of the 6th day of October, 2026, the date on which the City adopted Resolution 26-____ approving the tax abatements described herein, and upon its execution in full by the City and the Company shall be binding upon and shall inure to the benefit of, the City and the Company and their respective successors and assigns.

IN WITNESS WHEREOF, the City and the Company have caused this Agreement to be executed in their respective names and have caused their respective seals to be hereunto affixed, all by their duly authorized officers, in six (6) counterparts, each of which shall be deemed an original, and the parties hereto agree that this Agreement shall be dated and effective as of the 6th day of October, 2026.

CITY OF AUBURN

By _____

Its _____Mayor_____

ATTEST:

_____
City Manager

MAXIM SOLUTIONS, AUBURN LLC

By _____

Its_____

Agenda Item Summary

Item No. 10 c 1

Council Meeting Date	October 6, 2026
Department	Engineering Services
Submitted By	Michael Griffin
Agenda Section	Resolutions

Name and address of person(s) or business(es) this item affects:
EAC Enterprises, LLC d/b/a AGX Siteworx
3373 Society Hill Road
Opelika, AL 36804

Description of item under consideration
Resolution authorizing the City Manager to execute a contract with the lowest responsible bidder, EAC Enterprises, LLC d/b/a AGX Siteworx, in the amount of $9,871,653.20 for the labor, equipment, and materials necessary to complete the North Donahue Drive Widening Project, Phase I. The project will consist of widening North Donahue Drive from Shug Jordan Parkway to Saugahatchee Creek. Improvements will include dual northbound and southbound lanes to improve traffic flow and safety, a multi-use path along the west side of the roadway, a sidewalk along the east side of the roadway, and decorative mast-arm traffic signals at the intersection of North Donahue Drive and Shug Jordan Parkway.

Why is Council action needed?
Section 11-45-2(c) of the Code of Alabama requires City Council to approve a resolution to award contracts where bids are received. Sealed bids are required for all public works contracts in excess of $100,000 per Section 39-2-2 of the Code of Alabama.

Is this a budgeted item?: Yes

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

THROUGH: B. Scott Cummings, Development Services Executive Director

FROM: Michael Griffin, Engineering Services Director/City Engineer

DATE: October 6, 2026

SUBJECT: North Donahue Widening Project Phase 1

We solicited bids from area contractors regarding the cost of labor, equipment and material necessary to complete the North Donahue Widening Project Phase 1. The following bids were received:

CONTRACTOR	BID PRICE
Evergreen Siteworks, LLC Opelika, AL	$13,834,002.80
JLD Enterprises Birmingham, AL	$13,869,078.60
EAC Enterprises, LLC d/b/a/ AGX Siteworx Opelika, AL	$9,871,653.20

It is recommended to award the contract for this project to EAC Enterprises, LLC d/b/a AGX Siteworx for $9,871,653.20.

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 North Donahue Widening Project Phase 1; and

WHEREAS, the City Council of the City of Auburn solicited sealed bids as required under Alabama Law; and

WHEREAS, sealed bids were opened on September 23, 2026, and EAC Enterprises, LLC d/b/a AGX Siteworx was the lowest responsible bidder for the North Donahue Widening Project Phase 1 in the amount of $9,871,653.20; and

WHEREAS, the City of Auburn requests a contract agreement with EAC Enterprises, LLC d/b/a AGX Siteworx in the amount of $9,871,653.20 for North Donahue Widening Project Phase 1.

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 agreement with and EAC Enterprises, LLC d/b/a AGX Siteworx for the North Donahue Widening Project Phase 1 in the amount of $9,871,653.20 and further authorizes up to ten percent (10%) of the contract amount ($987,165.32) as contingency to be used for unforeseen conditions.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 6th day of October 2026.

_____
Mayor

ATTEST:

_____
City Manager

NORTH DONAHUE DRIVE WIDENING PHASE 1

BASE BID

Revised September 18, 2026

SCHEDULE OF ESTIMATED QUANTITIES AND BID PRICES

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
201A002	CLEARING & GRUBBING (MAXIMUM ALLOWABLE BID $4,000 PER ACRE)	ACRE	12	$4,000.00	$48,000.00
206C000	REMOVE CONCRETE SIDEWALK	SQ YD	353	$24.60	$8,683.80
206C001	REMOVE CONCRETE PAVEMENT	SQ YD	510	$24.41	$12,449.10
206D000	REMOVING PIPE	LN FT	498	$30.09	$14,984.82
206D001	REMOVING GUARDRAIL	LN FT	240	$3.45	$828.00
206D003	REMOVING CURB AND GUTTER	LN FT	3,111	$9.22	$28,683.42
206E000	REMOVING HEADWALLS	EACH	13	$738.76	$9,603.88
206E008	REMOVING GUARDRAIL END ANCHOR (ALL TYPES)	EACH	6	$115.00	$690.00
210A000	UNCLASSIFIED EXCAVATION	CB YD	23,500	$7.09	$166,615.00
210D021	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A4 OR BETTER)	CB YD	23,000	$12.51	$287,730.00
230B000	ROADBED PROCESSING	SQ YD	7,000	$3.88	$27,160.00
301B008	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED	CB YD	11,340	$78.15	$886,221.00
327A020	PLANT MIX BITUMINOUS BASE, MIX 1	TON	642	$118.29	$75,942.18
405A000	TACK COAT	GALLON	4290	$11.00	$47,190.00
408A051	PLANING EXISTING PAVEMENT (APPROXIMATELY 0.00" THRU 1.0" THICK)	SQ YD	20,155	$1.42	$28,620.10
424A356	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/8" MAX. AGG. SIZE MIX, ESAL RANGE C/D (1.5" THICK)	TON	2,400	$124.67	$299,208.00
424B650	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 3/4" MAX. AGG. SIZE MIX, ESAL RANGE C/D (2.25" THICK)	TON	5,310	$114.62	$608,632.20
424B681	SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, 1" MAX. AGG. SIZE MIX, ESAL RANGE C/D (2.75" THICK)	TON	6,475	$110.21	$713,609.75
450A016	REINFORCED CEMENT CONCRETE PAVEMENT, 12 INCHES THICK	SQ YD	328	$129.97	$42,630.16
530A000	15" ROADWAY PIPE (CLASS 3 R.C.)	LN FT	79	$49.07	$3,876.53
530A001	18" ROADWAY PIPE (CLASS 3 R.C.)	LN FT	1,339	$52.46	$70,243.94
530A002	24" ROADWAY PIPE (CLASS 3 R.C.)	LN FT	3,281	$65.16	$213,789.96
530A003	30" ROADWAY PIPE (CLASS 3 R.C.)	LN FT	288	$82.56	$23,777.28
530A006	48" ROADWAY PIPE (CLASS 3 R.C.)	LN FT	57	$136.44	$7,777.08
530A033	12" ROADWAY PIPE (CLASS 3 R.C.)	LN FT	25	$95.95	$2,398.75
600A000	MOBILIZATION	LS	1	$645,000.00	$645,000.00
610C000	LOOSE RIPRAP, CLASS 1	TON	120	$71.29	$8,554.80

610D003	FILTER BLANKET, GEOTEXTILE	SQ YD	200	A 9.10	A 1,820.00
614A000	SLOPE PAVING	CB YD	10	A 1,281.11	A 12,811.10
618A000	CONCRETE SIDEWALK, 4" THICK	SQ YD	6,892	A 51.25	A 353,215.00
618A001	CONCRETE DRIVEWAY, 6" THICK	SQ YD	180	A 61.24	A 11,023.20
618C001	DETECTABLE WARNING SURFACE	SQ FT	37	A 44.68	A 1,653.16
618D000	CURB RAMP	SQ YD	384	A 84.52	A 32,455.68
621C015	INLETS, TYPE S1 OR S3 (1 WING)	EACH	29	A 5,700.95	A 165,327.55
621C017	INLETS, TYPE S1 OR S3 (2 WING)	EACH	4	A 4,232.06	A 16,928.24
622A002	MANHOLE COVERS RESET (SANITARY)	EACH	6	A 1,018.94	A 6,113.64
623B000	CONCRETE CURB, TYPE N	LN FT	1,684	A 43.56	A 73,355.04
623B001	CONCRETE CURB, TYPE N SPECIAL	LN FT	379	A 78.46	A 29,736.34
623C003	COMBINATION CURB AND GUTTER, TYPE C (MODIFIED)	LN FT	17,430	A 22.40	A 390,432.00
630A001	STEEL BEAM GUARDRAIL, CLASS A, TYPE 2	LN FT	2,086	A 32.20	A 67,169.20
630C077	GUARDRAIL END ANCHOR, TYPE 8 (MASH)	EACH	11	A 1,892.50	A 20,872.50
630C080	GUARDRAIL END ANCHOR, TYPE 20 (MASH)	EACH	3	A 3,737.50	A 11,212.50
640A005	UNDERGROUND UTILITY ADJUSTMENT (16" WATER AND ASSOCIATED APPURTENANCES INCLUDING MAIN LINE VALVES)	LF	895	A 74.45	A 66,632.75
641A514	1" COPPER WATER SERVICE LINE LAID	LN FT	23	A 65.95	A 1,516.85
641A518	2" COPPER WATER SERVICE LINE LAID	LN FT	106	A 61.78	A 6,548.68
641A614	8" DUCTILE IRON WATER MAIN LAID	LN FT	58	A 65.56	A 3,802.48
641A616	10" DUCTILE IRON WATER MAIN LAID	LN FT	33	A 95.19	A 3,141.27
641A622	16" DUCTILE IRON WATER MAIN LAID	LN FT	1,564	A 122.10	A 190,964.40
641A692	16" DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	LN FT	278	A 177.49	A 49,342.22
641E500	FIRE HYDRANT RESET	EACH	6	A 4,527.39	A 27,164.34
641Q500	WATER METER AND BOX RESET	EACH	4	A 7,998.57	A 31,994.28
641S500	VALVE BOX RESET	EACH	9	A 539.73	A 4,857.57
650B000	TOPSOIL FROM STOCKPILES	CB YD	3,590	A 8.77	A 31,484.30
652A100	SEEDING	ACRE	7	A 2,530.00	A 17,710.00
654A001	SOLID SODDING (BERMUDA)	SQ YD	1,000	A 5.00	A 5,000.00
656A010	MULCHING	ACRE	7	A 1,725.00	A 12,075.00
665A000	TEMPORARY SEEDING	ACRE	14	A 1,725.00	A 24,150.00
665J002	SILT FENCE	LN FT	17,762	A 4.00	A 71,048.00
665P005	INLET PROTECTION, STAGE 3 OR 4	EACH	33	A 556.05	A 18,349.65

665Q002	WATTLE	LN FT	1,600	$13.21	$21,136.00
680A001	GEOMETRIC CONTROLS	LS	1	$54,000.00	$54,000.00
698A000	CONSTRUCTION FUEL (MAXIMUM BID LIMITED TO $357,000)	LS	1	0	0
701A227	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	5.6	$4,456.25	$24,955.00
701A230	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	3.2	$4,456.25	$14,260.00
701A239	BROKEN WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2.5	$2,271.25	$5,678.13
701A244	BROKEN YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	0.2	$2,271.25	$454.25
701B207	DOTTED WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	LN FT	6,473	$1.73	$11,198.29
701C000	BROKEN TEMPORARY TRAFFIC STRIPE	MILE	0.11	$1,035.00	$113.85
701C001	SOLID TEMPORARY TRAFFIC STRIPE	MILE	4.74	$1,092.50	$5,178.45
703A002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQ FT	42875	$5.18	$222,092.50
703B002	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	SQ FT	105	$11.50	$1,207.50
703D001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQ FT	3,500	$1.15	$4,025.00
703E001	TEMPORARY TRAFFIC CONTROL LEGENDS	SQ FT	4,375	$2.30	$10,062.50
703H000	SPECIALTY TRAFFIC CONTROL MARKINGS	SQFT	14,510	$19.55	$283,670.50
705A000	PAVEMENT MARKERS, CLASS A-H, TYPE 1A	EACH	866	$5.46	$4,728.36
705A030	PAVEMENT MARKERS, CLASS A-H, TYPE 2C	EACH	480	$5.46	$2,620.80
705A032	PAVEMENT MARKERS, CLASS A-H, TYPE 1B	EACH	470	$5.46	$2,566.20
705A037	PAVEMENT MARKERS, CLASS A-H, TYPE 2D	EACH	630	$5.46	$3,439.80
705A038	PAVEMENT MARKERS, CLASS A-H, TYPE 2E	EACH	1200	$5.46	$6,552.00
730A000	TRAFFIC SIGNAL AND COMPONENTS FOR INTERSECTION	LS	1	$983,010.00	$983,010.00
740B000	CONSTRUCTION SIGNS	SQ FT	815	$8.00	$6,520.00
740H000	PERMANENT SIGNS	SQ FT	300	$75.00	$22,500.00
740D000	CHANNELIZING DRUMS	EACH	280	$95.15	$26,642.00
740G000	BARRICADES, TYPE 1, (PORTABLE, 24" WIDE)	EACH	10	$602.96	$6,029.60
741C010	PORTABLE CHANGEABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT	EACH	2	$14,071.82	$28,143.64
742A001	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2	EACH	2	$20,671.82	$41,343.64
750Z220	ROADWAY LIGHTING	LS	1	$359,306.00	$359,306.00

BASE BID SUBTOTAL FOR NORTH DONAHUE DRIVE WIDENING PHASE 1: $8,194,240.20

Eight million one hundred ninety-four thousand two hundred forty dollars and twenty cents.

(IN WORDS)

NORTH DONAHUE DRIVE WIDENING PHASE 1

ALLOWANCES

The following items of work are anticipated during construction of this contract; however the exact quantity of each work item may not be determinable prior to bidding. The Contractor, shall therefore, include in his Unit Price Base and / or Alternates Bid (as applicable), an allowance for the following items in the quantities indicated: Allowance Unit Prices include all charges for labor, materials and equipment, shoring, layout, supervision (field and home office), general expenses, taxes, insurances, overhead and profit, but not limited to, for accomplishment of the Allowance item(s). Where quantities of same items of work are defined and are quantified in the bid documents, the allowance quantities indicated hereinafter shall be in addition to those which are indicated. (Example: If the site grading plan indicates new and existing grades, the bidder shall compute the quantity of earthwork required and include that quantity of work in the bid the same as if no "allowance quantity were specified. If an additional allowance quantity of earthwork is stipulated, that stipulated allowance quantity of work shall also be included in addition to the quantity computed from the bidders earthwork "takeoff").

The following Unit Prices Quoted are for increases or decreases in the quantities included in the Base Bid and/or Alternate Bid. These Unit Prices include all charges for labor, materials and equipment, fee, layout, supervision (field and home office), general expenses, taxes, insurances, overhead and profit, but not limited to, for accomplishment of the Unit Price item(s).

Clarification Note: The Unit Prices quoted by the Contractor shall apply to increases (additive change orders) and to decreases (deductive change orders). This requirement shall supplement the requirements of the General Conditions, and Instructions to Bidders. Changes in the contract amount which are computed using the Stated Allowances and Unit Prices shall be figured at the same unit price whether additive or deductive.

ALLOWANCE: Include allowances in Base.
UNIT PRICE: Provide unit prices in accord with the items listed below.

ITEM	ALLOWANCE QUANTITY	ALLOWANCE UNIT PRICE	TOTAL
424A364 Superpave Bituminous Concrete Upper Binder Layer, Patching, 3/4" Max. Agg. Size Mix, Esal Range C/D	200 Tons	$225.00	$45,000.00
424A367 Superpave Bituminous Concrete Upper Binder Layer, Leveling, 3/4" Max. Agg. Size Mix, Esal Range C/D	200 Tons	$105.00	$21,000.00

430B000 Aggregate Surfacing (Aldot #467 Or #57)	250 Tons	$45.50	$11,375.00
430B044 Aggregate Surfacing (Aldot #4)	250 Tons	$45.75	$11,437.50
730A001 Temporary Traffic Signal Pole Assembly	1 LS	$62,000.00	$62,000.00
730B000 Traffic Signal And Components For Proposed Intersection	1 LS	$1,500,000.00	$1,500,000.00
800A000 Removal And Replacement Of Unsuitable Material	500 Cubic Yards	$26.00	$13,000.00
800C000 Trench Rock Excavation	200 Cubic Yards	$60.00	$12,000.00
800D000 Geogrid	200 Square Yards	$8.00	$1,600.00

Allowances Subtotal: $1,677,412.50

NORTH DONAHUE DRIVE WIDENING PHASE 1

BASE BID SUBTOTAL: $ 8,194,240.70

ALLOWANCES SUBTOTAL: $ 1,677,412.50

TOTAL BASE BID AND ALLOWANCES: $ 9,871,653.20

TOTAL BASE BID AND ALLOWANCES FOR NORTH DONAHUE DRIVE WIDENING PHASE 1: Nine million

eight hundred seventy-one thousand six hundred fifty three dollars and twenty cents

(IN WORDS)

CONTRACTOR'S NAME: EAL Enterprises, LLC dba AGX Siteworx

COMPANY'S NAME: " " " " "

PHYSICAL ADDRESS: 3373 Society Hill Road

MAILING ADDRESS: " " " "

CITY/STATE/ZIP CODE: Opelika, AL 36804

TELEPHONE NUMBER: 334-734-1345

FAX NUMBER: —

E-MAIL ADDRESS: William.livepake@agxsiteworx.com

Agenda Item Summary

Item No. 10 c 2

Council Meeting Date	October 6, 2026
Department	Engineering Services
Submitted By	Michael Griffin
Agenda Section	Resolutions

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

Thompson Engineering
2970 Cottage Hill Road, Suite 190
Mobile, AL 36606

Description of item under consideration

Resolution authorizing the City Manager to execute a master agreement for professional services and task order with Thompson Engineering, Inc. to provide construction engineering, inspection, and assistant project management services for the North Donahue Drive Widening Project Phase I. This will allow for additional monitoring of construction activities and help ensure contractor compliance with plans, specifications, and contract documents. The proposal from Thompson Engineering, Inc. includes the base construction engineering and inspection services for $654,391 and design and constructibility reviews as needed for up to $116,470 over the course of the project. The total agreement is for $770,861 (time and materials) to deliver work outlined in the scope of services.

Why is Council action needed?

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

Is this a budgeted item?: Yes

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 execute a Master Agreement for Professional Services that details the contractual terms and conditions of a contract for professional services that will be executed by specific task orders that detail the scope of work and fee for a particular project; and

WHEREAS, the City Council of the City of Auburn has determined that it is in the best interest of the City of Auburn to execute a Master Agreement for Professional Services and Task Order ENG 01-2026 with Thompson Engineering to provide professional services for the North Donahue Drive Widening Project Phase I; and

WHEREAS, the City of Auburn requests an agreement with Thompson Engineering for Task Order ENG 01-2026: North Donahue Drive Widening Project Phase I in the amount of $770,861.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama does hereby authorize the City Manager to execute this Master Agreement for Professional Services and Task Order ENG 01-2026 with Thompson Engineering on behalf of the City in the amount of $770,861 and further authorizes up to ten percent (10%) of the contract amount ($77,086.10) as contingency to be used for unforeseen conditions.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, the 6th day of October 2026.

_____
Mayor

ATTEST:

_____
City Manager

City of Auburn

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into on this _____ day of _____, 2026, by and between **Thompson Engineering**, hereinafter called the Firm and the **City of Auburn, Alabama**, hereinafter called the City.

WHEREAS, the City from time to time requires professional services in connection with engineering planning, design, construction, maintenance, and management of infrastructure projects associated with the City's public assets; and

WHEREAS, the Firm is willing to serve a professional consultant in those assignments to which this Agreement applies, and in such capacity as is willing to give consultation and advice to the City during the performance of the Firm's services under the terms and conditions of this Agreement, as supplemented by a written authorization, hereinafter called a "Task Order", signed by the City and the Firm for each project, task or service under 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), and the assignments described in each Task Order, and the Firm hereby accepts such engagement, upon the terms and conditions hereinafter set forth. The particular project, specific Services, work schedule, and cost or estimated cost will be mutually agreed upon and set forth in a Task Order issued by City under this Agreement. Each Task Order will specifically refer to and incorporate this Agreement by reference. The provisions of this Agreement shall apply to Task Orders.

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 commence and complete work, including milestone deliverable dates as defined in the Task Order, unless extended or adjusted by the project manager.

2.2 The terms and conditions of this Agreement shall last five (5) years from the date executed.

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 attached to the Task Order. The fee payable to the Firm hereunder shall not exceed the "Contract Price" 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 For each Task Order, 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, associated Task Orders, and attached Exhibit(s) as applicable, 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 and associated Task Orders. 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. The City shall authorize any reproduction of these items.

5.2 The City shall respond to all submitted questions within two (2) business days.

5.3 With due diligence the City shall investigate and attempt to locate lost features in the field when requested by the Firm.

5.4 The City shall complete quality control on all deliverables within ten (10) 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 associated Task Orders 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 Engineers 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 regulatons, 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 engineering 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 associated Task Orders 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, regulatons, 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.

6.3 The Firm shall maintain accounting records, in accordance with generally accepted accounting principles. Records relating to a Task Order will be available to City for a period of two (2) years after Firm's final invoice pursuant to that Task Order for examination.

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 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, fles, 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 formattted according to specifcatons provided by the City, or if not otherwise specifed, in Microsof Word, Excel, PowerPoint or other Microsof Offce 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 as defined in each Task Order.

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 and all associated Task Orders 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 and associated Task Orders, 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 confdential.

A violation by Firm of this section shall be a material violation of this Agreement and will justfy legal and/or equitable relief.

Firm's obligations under this section shall survive the completion of services, expiration or termination of this Agreement.

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.

_____
AUTHORIZED SIGNATURE

SEAL

_____
PRINTED NAME

ATTEST:

BY: _____

_____
TITLE

NAME: _____

_____
FIRM'S NAME

TITLE: _____

_____
STREET ADDRESS

_____
CITY, STATE

_____
TELEPHONE NUMBER

_____
FAX NUMBER (Optional)

(SEAL)

THE CITY OF AUBURN, ALABAMA
A Municipal Corporation

ATTEST:

BY: _____
CITY MANAGER

_____
ASSISTANT CITY CLERK

City of Auburn

TASK ORDER No. ENG 01-2026

Thompson Engineering, (Firm) agrees to perform and complete the following work for the City of Auburn, Alabama, (City) for the **Professional Services for the North Donahue Drive Widening Project Phase I** in accordance with the terms and conditions of the Master Agreement for Professional Services (Agreement) dated October 6, 2026, between the Firm and the City, all of which terms and conditions are incorporated herein by reference.

For performance under this Task Order, The City shall pay the Firm the amount and manner which is described in Exhibit A provided by Thompson Engineering after receipt of an acceptable invoice reflecting services provided and deliverables executed in accordance with the approved scope of work described in Exhibit A provided by Thompson Engineering.

SCOPE OF WORK

See attached proposal, Scope of Services.

The City and the Firm shall each designate an authorized representative through whom each party shall be represented for the execution of this Task Order No. ENG 01-2026.

City of Auburn, AL	**Thompson Engineering**
_____	_____
(Signature)	(Signature)
Megan McGowen Crouch, City Manager	_____
(Printed Name)	(Printed Name)

Date: _____ Date: _____

thompson
ENGINEERING

Project
North Donahue Widening Phase 1 CEI

Description of Work
Thompson proposes to provide Construction Engineering, Inspection (CEI), and Assistant Project Management services to the City. These services will be delivered as an augmentation of the City's management staff, working in coordination with the City's Project Manager to support successful project delivery.

Scope of Services
The scope of services include pre-bid plans design and constructability reviews, construction observation and inspection, construction measurement and pay estimate preparation, meeting administration and project closeout. Thompson's goal is to provide the City with qualified and experienced personnel to monitor construction activities and help ensure contractor compliance with applicable plans, specifications, and contract documents. Thompson proposes to perform these professional services in the amount of $770,861. This proposal is based on one (1) year of services beginning at notice to proceed.

2970 Cottage Hill Road, Suite 190
Mobile, AL 36606
251.666.2443 ph. / 251.666.6422 fax
www.thompsonengineering.com
A THOMPSON HOLDINGS, INC. COMPANY

August 31, 2026

Mr. Michael Griffin, P.E.
Director of Engineering Services – City Engineer
161 North Ross Street
Auburn, AL 36830

Subject: City of Auburn
North Donahue Widening Phase 1
Construction Engineering and Inspection Proposal

Dear Mr. Griffin,

Thompson Engineering (Thompson) is pleased to submit this proposal, including our scope of services, to the City of Auburn (City) for the North Donahue Widening Phase 1 Project.

Thompson proposes to provide Construction Engineering, Inspection (CEI), and Assistant Project Management services to the City. These services will be delivered as an augmentation of the City's management staff, working in coordination with the City's Project Manager to support successful project delivery.

Scope of Services

Our formal scope of services is included with this proposal. Thompson's goal is to provide the City with qualified and experienced personnel to monitor construction activities and help ensure contractor compliance with applicable plans, specifications, and contract documents.

Compensation

The attached man-day fee proposal includes daily rates for the following personnel:

- Assistant Project Manager
- Construction Inspectors
- Survey Personnel
- Office Support Staff
- Professional Engineer for pre-bid plan design and constructability reviews

This proposal is based on one (1) year of services beginning at notice to proceed.

CEI services will be billed on a time and materials basis using Thompson's ALDOT audited field rate, with a not-to-exceed amount of $654,391.

2970 Cottage Hill Road, Suite 190
Mobile, AL 36606
251.666.2443 ph. / 251.666.6422 fax
www.thompsonengineering.com
A THOMPSON HOLDINGS, INC. COMPANY

Design and constructability reviews will be billed on a time and materials basis using Thompson's ALDOT-audited home rate. A yearly rate for a project trailer is included with this portion of the proposal. The not-to-exceed amount for design-related services is $116,470.

Thompson Engineering appreciates the opportunity to be of service to the City of Auburn Engineering Department. If you have any questions or need additional information, please do not hesitate to contact me at (251) 327-7122 or by email at jdavison@thompsonengineering.com.

Sincerely,
THOMPSON ENGINEERING, INC.



Jay Davison, P.E.
CEI Alabama Division Manager

Exhibit A - Fee Proposal and Scope of Services

Client	City of Auburn
County	Lee
Description	North Donahue Drive Widening from Shug Jordan
	Parkway to Sougahatchee Creek
Scope of Work	Construction Engineering and Inspection Services
	365 Calendar Days
Consultant	Thompson Engineering

GRAND TOTAL OF FEE PROPOSAL	
Construction Engineering and Inspection	$654,391
Design Reviews and Office Trailer Allowance	$116,470
GRAND TOTAL NEGOTIATED FEE	**$770,861**

Combined Home Overhead Rate (%) >>>>>>>>>>>>>>>	159.43
Combined Field Overhead Rate (%) >>>>>>>>>>>>>>>	123.64
Facilities Capital Cost of Money (if used) >>>>>>	0.508

LABOR RATES

CLASSIFICATIONS	Daily Rate
Professional Engineer - Design Reviews	$848.08
Asst Project Manager	$436.16
Senior Inspector	$306.80
Senior Inspector - Office	$396.90
Level I Inspector	$200.00
Professional Land Surveyor	$433.04

**Certification of Out-of-Pocket Expenses:
If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically invoiced to all clients as a direct job cost.

Client	City of Auburn
County	Lee
Description	North Donahue Drive Widening from Shug Jordan
	Parkway to Sougahatchee Creek
Scope of Work	Construction Engineering and Inspection Services
	365 Calendar Days
Consultant	Thompson Engineering

Fee Proposal (Construction Engineering and Inspection)

PERSONNEL COST	Man-Days	x Daily Rate	
Asst Project Manager	100.00	$ 436.16	$ 43,616.00
Senior Inspector	260.00	$ 306.80	$ 79,768.00
Senior Inspector OT	52.00	$ 460.20	$ 23,930.40
Senior Inspector - Office	24.00	$ 396.90	$ 9,525.60
Level I Inspector	260.00	$ 200.00	$ 52,000.00
Level I Inspector OT	52.00	$ 300.00	$ 15,600.00
Professional Land Surveyor	24.00	$ 433.04	$ 10,392.96
	Total Direct Labor		$ 234,832.96
Combined Home Overhead (%)		159.43	$ -
Combined Field Overhead (%)		123.64	$ 290,347.47
		Sub-Total	**$ 525,180.43**
Profit (10%)			$ 52,518.04
		Sub-Total	**$ 577,698.47**
SUB-CONSULTANTS			
			$ -
Subconsultant Administration Expense (5%)			$ -
		Sub-Total	**$ 577,698.47**
Out-of-Pocket Expenses**			$ 75,500.00
Facilities Capital Cost of Money (% of Direct Labor)		0.508	$ 1,192.95
		TOTAL FEE	**$ 654,391.42**

**See Grand Total Fee sheet

Client	City of Auburn
County	Lee
Description	North Donahue Drive Widening from Shug Jordan
	Parkway to Sougahatchee Creek
Scope of Work	Construction Engineering and Inspection Services
	365 Calendar Days
Consultant	Thompson Engineering

Out-of-pocket Expenses (CE&I)

TRAVEL COST

Vehicle Reimbusement	**Months**	**# People**	**$/Month**	**Total**
Construction Engineering and Inspection (4x4)	12	2.5	$850.000	$ 25,500.00
Construction Engineering and Inspection (2x4)			$750.000	$ -
				$ -
		Total Mileage Cost		**$ 25,500.00**

Subsistence Cost	**Days**	**# People**	**$/Day**	**Total**
Travel allowance (6 hour trips)	0	0		$ -
Travel allowance (12 hour trips - meal provided by others)	0	0		$ -
Travel allowance (12 hour trips)	0	0		$ -
Travel allowance (overnight)***	0	0		$ -
				$ -
		Total Subsistence Cost		**$ -**
		Total Travel Cost		**$ 25,500.00**

PRINTING / REPRODUCTION COST

Type of printing/reproduction	**# of Sets**	**Sheets/Set**	**Total Sheets**	**Cost/Sheet**	**Total**
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
			Total Printing/Reproduction Cost		**$ -**

Communication Cost (telephone, fax, etc.)	**Total**
	$ -

Postage Cost (overnight, stamps, etc.)	**Total**
	$ -

Other (provide description on next line)	**Total**
Soil and Concrete Testing	**$ 50,000.00**

Total Out-of-pocket Expenses	**$ 75,500.00**

Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.**

Client	City of Auburn
County	Lee
Description	North Donahue Drive Widening from Shug Jordan
	Parkway to Sougahatchee Creek
Scope of Work	Construction Engineering and Inspection Services
	365 Calendar Days
Consultant	Thompson Engineering

Fee Proposal (Design Reviews and Office Trailer)

PERSONNEL COST	Man-Days	x Daily Rate	
Professional Engineer - Design Reviews	20.00	$ 848.08	$ 16,961.60
			$ -
		Total Direct Labor	$ 16,961.60
Combined Home Overhead (%)		159.43	$ 27,041.88
Combined Field Overhead (%)		123.64	$ -
		Sub-Total	**$ 44,003.48**
Profit (10%)			$ 4,400.35
		Sub-Total	**$ 48,403.83**
SUB-CONSULTANTS			
			$ -
Subconsultant Administration Expense (5%)			$ -
		Sub-Total	**$ 48,403.83**
Out-of-Pocket Expenses**			$ 67,979.74
Facilities Capital Cost of Money (% of Direct Labor)		0.508	$ 86.16
		TOTAL FEE	**$ 116,469.73**

**See Grand Total Fee sheet

Client	City of Auburn
County	Lee
Description	North Donahue Drive Widening from Shug Jordan
	Parkway to Sougahatchee Creek
Scope of Work	Construction Engineering and Inspection Services
	365 Calendar Days
Consultant	Thompson Engineering

Out-of-pocket Expenses (Design Reviews and Office Trailer)

TRAVEL COST

Vehicle Reimbusement	**Months**	**# People**	**$/Month**	**Total**
Construction Engineering and Inspection (4x4)			$850.000	$ -
Construction Engineering and Inspection (2x4)			$750.000	$ -
				$ -
			Total Mileage Cost	**$ -**

Subsistence Cost	**Days**	**# People**	**$/Day**	**Total**
Travel allowance (6 hour trips)	0	0		$ -
Travel allowance (12 hour trips - meal provided by others)	0	0		$ -
Travel allowance (12 hour trips)	0	0		$ -
Travel allowance (overnight)***	0	0		$ -
				$ -
			Total Subsistence Cost	**$ -**
			Total Travel Cost	**$ -**

PRINTING / REPRODUCTION COST

Type of printing/reproduction	**# of Sets**	**Sheets/Set**	**Total Sheets**	**Cost/Sheet**	**Total**
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
			Total Printing/Reproduction Cost		**$ -**

Communication Cost (telephone, fax, etc.)	**Total**
	$ -

Postage Cost (overnight, stamps, etc.)	**Total**
	$ -

Other (provide description on next line)	**Total**
Project Trailer (See Attached Quote) with 10% Markup	**$ 67,979.74**

Total Out-of-pocket Expenses	**$ 67,979.74**

Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.**

SCOPE OF SERVICES

Task 1 – Pre-Bid Plans Design and Constructability Review

- Review and provide comments on the 100% plan set prior to the project being let.
- Review design related issues during construction to help provide resolution to the City Project Manager.

Task 2 – Construction Observation and Inspection

Objective: Observe, record, and report the Contractor's work progress to determine the work is in general conformance with the requirements of the Contract Documents. Document activity observed making note of deficiencies and any issues requiring resolution.

Task 2.1 – General Construction Observation

- Create and file daily work reports defining specified work completed and Contractor work force figures.
- Monitor construction activity to verify conformance with Contract Documents and document activities and observations.
- Record weather condition information
- Conduct stormwater inspections and prepare reports required with the project permits.
- Note construction deficiencies and punch list items.

Task 2.2 –Develop a Progressive List of Items Requiring Correction

- Monitor construction throughout the Project duration and identify deficient items.
- Notify PM of deficient items for delivery to the Contractor.
- As deficiencies are corrected, revise the list by deleting corrected items.
- Distribute the deficiencies list updates to authorized parties.

Task 2.3 – Utility Coordination

- Provide coordination with each major project stakeholder in adjustments or relocation of existing or proposed utilities. Report any findings to the PM.
- Identify potential utility conflicts and assist the PM in the resolution of utility issues.

Task 2.4 - Coordinate and Review Asphalt Testing

- Document and maintain asphalt paving records in accordance with ALDOT procedures.
- Assist PM in verifying that the Contractor is performing testing in accordance with Specifications.
- Develop QC/QA reports per ALDOT standards

Task 2.5 - Coordinate and Review Earthwork Testing

- Perform required soil lab and field testing per ALDOT standards
- Review all test results and provide test reports.
- Verify areas of failing compaction are corrected per specifications

Task 2.6 - Coordinate and Review Concrete Testing

- Review concrete mix design with the Contractor to establish specification compliance.
- Perform concrete testing per specifications.
- Review and Provide test reports

Deliverables:

- Daily Work Reports
- Electronic Field Books
- Testing Reports

Task 3 – Measurement and Payment

Objective: Prepare contractor pay estimates based on verified quantities and observed work progress to support accurate progress payments and evaluation of cost impacts associated with changes.

Task 3.1 – Progress Payment Estimates

- Prepare the contractor's progress payment estimate based on measured or estimated quantities and observed work progress.
- Compare the prepared pay estimate with the Contractor's records and supporting documentation.
- Coordinate with the City Project Manager and Contractor to resolve quantity or documentation discrepancies.
- Finalize the pay estimate and submit to the City for payment.

Task 4 – Meeting Administration

Objectives: Assist the PM in conducting and documenting meetings to facilitate effective Project communication.

Task 4.1 – Preconstruction Conference

- Coordinate with the City Project Manager to identify required attendees and schedule the preconstruction conference.
- Prepare and distribute meeting notices and agendas.
- Make meeting arrangements and prepare required documentation.
- Document discussions, prepare meeting minutes for City review, and distribute finalized minutes to all attendees and notice list recipients.

Task 4.2 – Construction Meetings

- Prepare standardized agendas, attendance rosters, and meeting minutes.
- Coordinate meeting participants and schedules with the City Project Manager.
- Prepare agendas, assist with conducting meetings, and document discussions and action items.
- Prepare and distribute meeting minutes.
- Construction progress meetings will be held as needed.

Deliverables:

- Minutes of each meeting

Task 5 – Project Closeout

Objective: Conduct an orderly and properly documented Project closeout.

Task 5.1 - Review Substantial Completion Submittal

- Receive and review Contractor's required substantial completion submittal and determine if Project is ready for substantial completion inspection.

- Verify submittal of all required documents and certifications
- Review Project Record Drawings.
- Review other substantial completion submittal documents for completeness and compliance with Contract provisions.

Task 5.2 – Conduct Substantial Completion Inspection

- Compile the punch list, review with City and transmit to the Contractor.
- Review progress of corrective action on punch list items.

Task 5.3 - Conduct Final Completion Inspection

- Assist PM in scheduling the final inspection date and notify the Contractor and City.
- Conduct the final inspection with the PM

Task 5.4 - Recommend Final Payment

- Finalize all Project costs and determine the final adjusted amounts for construction.

Deliverables:

- Substantial completion punch list to PM
- Final completion of submittal checklist
- Recommendation for final payment to PM
- Copy of final records for Project documentation

WILLSCOT

Your Sales Representative
Jay Sayers

jay.sayers@willscot.com

Agreement Number: Q-2347061
Revision: 1
Date: 4/22/2026
Expiration Date: 5/22/2026

Master Lease Order

Lessee:0010102889
THOMPSON ENGINEERING
2970 COTTAGE HILL RD
MOBILE, AL 36606

Contact:
Jay Davison
2970 COTTAGE HILL RD
MOBILE, AL 36606, US
Phone: 2513277122
Email: jdavison@thompsonengineering.com

Ship To Address:
AUBURN, AL 36831, US
Estimated Delivery Date :7/20/2026

Rental Pricing Per Billing Cycle	Quantity	Price	Extended
60x24 Modular (56x24 Box)	1	$ 1,850.00	$ 1,850.00
Personal Property Expense	1	$ 90.00	$ 90.00
Prof. 4-Office/1-Conf. Package	1	$ 250.00	$ 250.00
Loss Damage Waiver (11/12)	2	$ 175.00	$ 350.00
Prof. Entrance - Steps w/ Canopy	2	$ 75.00	$ 150.00
Window/Door Security Bundle - 40ft & Greater	2	$ 55.00	$ 110.00

Minimum Lease Billing Period: 13
Billing Cycle : 28 days

Total Recurring Building Charges:	$ 1,850.00
Subtotal of Other Recurring Charges:	$ 950.00
Total Recurring Charges Per Billing Cycle:	$ 2,800.00
Total Recurring Charges Per Billing Cycle Including Estimated Taxes:	$ 3,048.96

Estimated Delivery And Installation

Essentials Delivery Charge	1	$ 500.00	$ 500.00
Delivery			$ 4,264.74
Setup			$ 7,336.00
Knockdown - estimated			$ 3,816.00
Return - estimated			$ 4,264.74

Total Delivery and Installation Charges:	$ 20,181.48
Total Delivery and Installation Charges Including Estimated Taxes:	$ 21,997.83

Estimated Final Return Charges*

Due On Final Invoice*:	$ 0.00
Due On Final Invoice Including Estimated Taxes*:	$ 0.00
Total Including Recurring Billing Charges, Delivery, Installation and Return:**	$ 56,581.48
Total Including Recurring Billing Charges, Delivery, Installation and Return Including Estimated Taxes:**	$ 61,634.31

Summary of Charges

Model: 60x24 Modular (56x24 Box)	Quantity: 1	Total Charges for (1) Building(s): $ 56,581.48
		Total Charges for (1) Building(s) Including Estimated Tax: $ 61,634.31

Your Sales Representative
Jay Sayers

jay.sayers@willscot.com

Agreement Number: Q-2347061
Revision: 1
Date: 4/22/2026
Expiration Date: 5/22/2026

Billing & Payment Terms

1. Lessor reserves the right to request Payment in advance of the Delivery Date, and Lessee may be required to make payment in advance to secure its performance of this Lease. Advance payments may include initial, final and/or recurring charges and will be applied to applicable invoices. Lessor reserves the right to charge an administrative fee for special billing requests.

2. Invoices will be generated on a 28 Day Billing Cycle, in advance, with payment due no later than Net 10 Days after invoice issuance.

3. AMOUNTS UNPAID WHEN DUE SHALL BE CHARGED INTEREST OF UP TO 1½% PER BILLING CYCLE OF THE UNPAID AMOUNT FOR THE PERIOD UNPAID , AND AN ADMINISTRATIVE CHARGE PER BILLING CYCLE THE INVOICE REMAINS UNPAID.

4. Initial Invoice Charges may include first and last Billing Cycle charges, delivery and installation charges, estimated charges for pick-up, teardown and Equipment removal, as well as any fuel surcharges. Final charges for pick-up, teardown and Equipment removal will be finalized at the time of pick-up based on existing site conditions. Upon the expiration of the Minimum Lease Term, the Lessor may make changes to the Lease rate, pick-up, teardown, removal, fuel surcharges and/or other charges.

5. The Initial Invoice will be issued on the earlier of the confirmation date or Delivery Date. In the event Lessee requests a delay to the delivery, as agreed to in the Confirmation, the Initial Invoice will be issued solely for the Equipment lease charges and a Storage Fee equal to 50% of the Lease, and all remaining Initial Invoice Charges will be invoiced on the Delivery Date. Lessee agrees that upon Termination prior to the Minimum Lease Term, Lessee shall pay the remaining payments for the unfulfilled Minimum Lease Term, and any applicable charges related to the Equipment, plus all return charges.

Optional Insurance and Optional Coverage

General Liability Insurance

If (a.) quoted on the pricing page(s) or (b.) initialed in the optional section of the pricing page(s), Customer elects to participate in the General Liability Insurance Program, whereby Lessee will receive insurance coverage through American Southern Insurance Company ("Insurer") and administered by Allen Insurance Group ("Agent"). The Lessee acknowledges and agrees that the policy issued by the Insurer is a third party liability policy that covers those amounts, subject to policy exclusions, that Lessee is legally obligated to pay due to bodily injury and property damage arising from the use and occupancy of Equipment leased from Lessor up to the policy limits. Coverage is subject to underwriting and specific terms and conditions and exclusions set forth in the policy. An outline of coverage is available upon request.

Loss Damage

If (a.) quoted on the pricing page(s) or (b.) initialed in the optional section of the pricing page(s), Lessee elects to participate in the Loss Damage Waiver Program. Lessee understands and agrees that under this program and subject to any exclusions, the Lessor waives, for a fee, Lessee's obligation to carry Commercial Property Insurance and Lessee's liability for repair or replacement of the Equipment leased from Lessor resulting in loss or damage. Please refer to the LOSS DAMAGE WAIVER PROGRAM ADDENDUM for specific details on coverage, exclusions and restrictions on coverage. The Loss Damage Waiver is not and shall not constitute a contract for insurance.

Contents Insurance

If (a.) quoted on the pricing page(s) or (b.) initialed in the optional section of the pricing page(s), Lessee elects to participate in the Contents Insurance Coverage Program, whereby Lessee will receive insurance coverage through Airpark Insurance ("Insurer") and administered by Falvey Insurance Group, Ltd. ("Falvey")) as Managing General Agent of those Interested Underwriters at Lloyd's, London ("Agent"). The Lessee acknowledges and agrees that the policy issued by the Insurer is a third party property policy that, subject to policy exclusions, provides comprehensive contents coverage and adds an additional layer of protection for the stored contents up to the selected limit of coverage. Coverage is subject to underwriting and specific terms and conditions and exclusions set forth in the policy. An outline of coverage is available upon request.

Terms & Conditions

Lessee hereby acknowledges and agrees to be bound by the Master Equipment Lease Agreement dated [1/16/2024] between the Lessee and Lessor in its entirety, which is incorporated herein by reference, and Lessee agrees to Lease the Equipment from Lessor subject to the terms therein.

Acceptance and Authority

Lessee represents and warrants they have the authority to agree to the terms and conditions stated in this Agreement by (1) signing this document, (2) executing an Order that references this Agreement, (3) taking delivery of the Equipment, or (4) other commercially acceptable means methods and, by doing so, this Agreement shall become legally binding. Lessor will consider the Order rejected if changes have been made to the Order by Lessee.

Lessee: THOMPSON ENGINEERING	
Signature:	Date:
Print Name:	Title:
PO#:	