AUBURN
ALABAMA

November 2026
Meeting Schedule

2	**City Council Organizational Meeting**, 12 p.m., Council Chamber, 141 North Ross Street
	Cemetery Advisory Board, 4 p.m, Harris Center, 425 Perry Street
3	**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
4	**City Council Work Session**, 3:00 p.m., Buston Education & Meeting Center, 161 North Ross Street
6	**Tree Commission**, 11:30 a.m., Harris Center, 425 Perry Street
9	**Planning Commission Packet Meeting,** 12 p.m., DSB Conference Room, 171 North Ross Street
10	**Historic Preservation Commission**, 4 p.m., DSB Conference Room, 171 North Ross Street
12	**City Council Agenda Review,** 4 p.m., City Manager's Conference Room, 144 Tichenor Avenue
	Planning Commission, 5 p.m., Council Chamber, 141 North Ross Street
17	**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
19	**Water Works Board,** 4 p.m., Water Board Conference Room, 1501 West Samford Avenue
26	**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

November 3, 2026

5:55 PM

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

2. **MINUTES**. October 20, 2026.

3. **BUILDING BOARD OF ADJUSTMENTS AND APPEALS**. Mayor Pro Tem Witten. Two (2) vacanices. Terms begin November 3, 2026, and end November 2, 2030. Incumbents: Michael Schumacher (2 full terms) and Brad Harrison (2 full terms).

4. **TREE COMMISSION**. Mayor Pro Tem Witten.
   Three (3) vacancies. Terms begin November 8, 2026, and end November 7, 2029. Incumbents: Anne Randle (1 full term), Douglas Hankes (1 partial term), and Alice Buchanan (2 full terms).

5. **PARKS AND RECREATION ADVISORY BOARD**. Mayor Pro Tem Witten.
   One (1) vacancy. Term begins December 1, 2026, and ends November 30, 2030. Incumbent: Stacy Giles (2 full terms).

6. **DISCUSSION TO NAME THE PUBLIC SAFETY TRAINING CENTER**.
   Councilmember Dawson.

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

8. **ADJOURNMENT**.

CITY OF AUBURN

COMMITTEE OF THE WHOLE

October 20, 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, October 20, 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, Sonny Moreman, Bob Parsons, Connie Taylor, Beth Witten, and Mayor Ron Anders. Absent: Kelley Griswold. Also present was City Manager Megan McGowen Crouch.

2. **MINUTES**. October 6, 2026

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

3. **QUESTIONS ON THE AGENDA**.

None.

Councilmember Dawson asked when Longleaf drive will be paved.

City Manager Crouch and Engineering Services Director Michael Griffin said the project bid opening is in November.

Councilmember Dawson asked the Council to consider a discussion at the next Committee of the Whole meeting to name the Public Safety Training Center after fallen Auburn Firefighter Captain Roger Brookshire.

The Council agreed.

4. **ADJOURNMENT**.

There being no further business, the meeting was adjourned at 5:59 PM.

_____
Mayor

ATTEST:

_____
City Manager

Auburn City Council
November 3, 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

Mike Brogan	Economic Development	

   Service Awards

Thatcher Bell	Engineering Services	5 years
Shedtavious Crawford	Environmental Services	5 years
Treva Hadley	Community Services	5 years
Candice Jackson	Judicial	10 years
James Pitts	Public Works	15 years
Thomas Buchanan	Water Resource Management	20 years
Eric Nelms	Parks & Recreation	25 years

   b. Committee of the Whole.

   c. Announcements.

5. **AUBURN UNIVERSITY COMMUNICATIONS.**

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

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

   a. Board vacancy announcement. Public Park & Recreation Board. One (1) vacancy. Term begins December 16, 2026, and ends December 15, 2032.

8. **CONSIDERATION OF CONSENT AGENDA.**

   a. Minutes. October 20, 2026.

   b. Waive residential trash collection fees. Designate Trash Amnesty 2027. March 1- March 26, 2027.

   c. Contracts and agreements.

      1. Dyna-Lift, Inc. Purchase one (1) 2026 Unicarriers TX30M Forklift. Environmental Services Department. $41,955.

      2. Hyland Software Inc. OnBase software subscription renewal. $105,463.64.

      3. Jolly Development, Inc. Infrastructure Development Agreement Amendment No. 1. The Foundry at North College.

      4. McSweeney Auto Group. Purchase one (1) 2027 Chevrolet Colorado 4WD Crew Cab Truck. Public Works. $34,853.14.

      5. Southland Transportation Group. Purchase one (1) 2027 International HV607 SBA Truck with Asphalt Pothole Patcher body. Public Works. $159,197.52.

      6. Thompson Tractor Company. Purchase one (1) 2026 Cat 420 Backhoe with attachments. Public Works. $150,414.21.

      7. Toter, LLC. Purchase 1,248 ninety-six gallon roll out garbage carts. $89,706.

      8. Toter, LLC. Purchase 1,248 ninety-six gallon roll-out recycling carts. $97,705.20.

   d. Board appointments.

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

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

9. **ORDINANCES.**

a. Traffic control signs and devices. Establish a four-way stop sign at the intersection of Hemlock Drive and Glenn Avenue.

10. **RESOLUTIONS.**

a. Conditional Use Approval Extension. Shelton Mill, Phase 4. Property located at 580 Shelton Mill Road. Public hearing required.

b. Contracts and agreements.

1. Alabama Department of Transportation. Preliminary Engineering and Construction Agreement. Bridge replacement on South Gay Street over Town Creek. $747,773.70.

2. Barge Design Solutions, Inc. Surveying and civil engineering design services for the South Gay Street Bridge Replacement over Town Creek (Task Order ENG 03-2026). $457,103.

3. Hazen and Sawyer. Contract amendment No. 1. Town Creek Sewer Basin Sanitary Sewer Evaluation Survey (SSES) - Phase II project. $43,125.

4. Sansom Equipment Company. (1) 2027 Elgin Regenx Street Sweeper. Public Works Department. $358,109.

c. Real Estate Exchange Agreement. Adare Development Group, LLC.

11. **OTHER BUSINESS.**

12. **CITIZENS' OPEN FORUM.**

13. **ADJOURNMENT.**

The City Council of the City of Auburn, Alabama, met in regular session on Tuesday, October 20, 2026, at 6:00 PM in the Council Chamber of the Auburn Public Safety Building at 141 North Ross Street.

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

Mayor Anders called the meeting to order.

2. **ROLL CALL.**

The following Councilmembers were present: Tyler Adams, Max Coblentz, Tommy Dawson, Sonny Moreman, Bob Parsons, Connie Taylor, Beth Witten, and Mayor Ron Anders. Absent: Kelley Griswold. 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 thanked all for participating in her trunk-or-treat event.

Councilmember Moreman encouraged all to vote on November 3.

5. **AUBURN UNIVERSITY COMMUNICATIONS.**

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

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

None.

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

City Manager Crouch provided a status update on infrastructure studies related to the temporary moratorium on the construction of multi-unit developments and private dormitories in the Urban Core and Urban Neighborhood-West zoning districts.

8. **CONSIDERATION OF CONSENT AGENDA.**

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

Councilmember Moreman removed items 8c and 8d1.

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

Mayor Anders declared the consent agenda approved.

a. Minutes. October 6, 2026. **APPROVED**

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

c. Adopt the East Alabama Regional Multi-Jurisdictional Hazard Mitigation Plan, 2025-2030. Alabama Emergency Management, Region D.

This item was removed from the consent agenda.

d. Contracts and agreements.

1. Bodine's Landscape Services. Landscape Maintenance for Islands, Medians, Roundabouts and Selected Streetscapes. $177,562.

This item was removed from the consent agenda.

2. CDW Government LLC (CDW•G). Adobe Software Subscriptional Renewal. $46,787.51. **Res. 26-274**

3. EAC Enterprises, LLC d/b/a AGX Siteworx. FY26 Clark Avenue CDBG Resurfacing. $99,742.38. **Res. 26-275**

4. Michael’s Tree & Loader Service. Annual Tree Removal Stump Grinding and Tree Pruning. $120,000. **Res. 26-276**

5. Quality Recording Solutions, LLC. 911 Call Handling Recording System Upgrade. Public Safety Department. $47,331.80. **Res. 26-277**

6. WOW! Business. Three-year renewal of existing ethernet services. $43,055.64. **Res. 26-278**

e. Easements and rights-of-ways.

1. 68V Preserve 2023, LLC. Accept public rights-of-way and easements. The Preserve, Phase 6D. Property is located east of West Farmville Road and southeast of Partridge Lane. **Res. 26-279**

2. Latasha Durr. Accept public rights-of-way. Durr-Nelms-Washington Subdivision. Property located at 23 Pink Lane. **Res. 26-280**

3. East Mag Investments, LLC. Accept public rights-of-way and sanitary sewer easements. Binford Heights Subdivision. Property located at 1455 Binford Drive, 1519 and 1521 VFW Road. **Res. 26-281**

4. Historic House, LLC. Accept public rights-of-way. "A Re-Division of Lots 18 & 19 Yarbrough Springs Subdivision". Property located at 424 Harris Avenue. **Res. 26-282**

c. Adopt the East Alabama Regional Multi-Jurisdictional Hazard Mitigation Plan, 2025-2030. Alabama Emergency Management, Region D.

City Manager Crouch said this resolution adopts the East Alabama Regional Multi-Jurisdictional Hazard Mitigation Plan, 2025-2030.

Councilmember Morman asked questions about the item.

City Manager Crouch and Public Safety Director Will Mathews answered the questions.

Councilmember Witten motioned that the resolution be adopted.
Councilmember Adams seconded the motion and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 26-272

d. Contracts and agreements.

1. Bodine's Landscape Services. Landscape Maintenance for Islands, Medians, Roundabouts and Selected Streetscapes. $177,562.

City Manager Crouch said this resolution authorizes the city manager to execute a contract with Bodine's Landscape Services.

Councilmember Moreman spoke about the contract.

Councilmember Parsons motioned that the resolution be adopted.
Councilmember Coblentz seconded the motion and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 26-273

9. **ORDINANCES.**

a. Annexation. AFLP Development, LLC. Approximately 14.22 acres. Property located at the nexus of Miracle Road and Woodward Oaks Trail. Eastlyn Subdivision. Planning Commission recommendations. Unanimous consent necessary.

City Manager Crouch said this ordinance annexes approximately 14.22 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.

Councilmember Witten asked questions about the annexation.

City Manager Crouch, Development Services Executive Director Scott Cummings, and Planning Director Justice Wahid Cotton answered the questions.

Upon roll call vote, the following Council members voted aye: Coblentz, Dawson, Moreman, Parsons, Taylor, Witten, Adams, and Mayor Anders. Voting no: None.
Mayor Anders declared the ordinance adopted.
Ordinance No. 3610

b. Rezoning. AFLP Development, LLC and BSI, INC. Approximately 14.22 acres from Rural (R) to Development District Housing (DDH). Property located at the nexus of Miracle Road and Woodward Oaks Trail. Eastlyn Subdivision. Planning Commission recommendation. Unanimous consent necessary. Public hearing required.

City Manager Crouch said this ordinance rezones approximately 14.22 acres. She added that a public hearing was required.

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

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

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

Mayor Anders opened the public hearing.

Jessie Shealy (1962 Miracle Road) thanked Councilmember Witten for listening to her and working with the developers. She also said she is in favor of the development and is concerned about the stub-out on Miracle Road.

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

Councilmember Witten made comments and brought up citizen concerns about the stub-out, paving, and lighting on Miracle Road.

Upon roll call vote, the following Council members voted aye: Dawson, Moreman, Parsons, Taylor, Witten, Adams, Coblentz, and Mayor Anders. Voting no: None.
Mayor Anders declared the ordinance adopted.
Ordinance No. 3611

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

1. Establish "No Parking" Zone. Downs Way.

City Manager Crouch said this ordinance establishes a “No Parking” zone on Downs Way.

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.

Upon roll call vote, the following Council members voted aye: Moreman, Parsons, Taylor, Witten, Adams, Coblentz, Dawson, and Mayor Anders. Voting no: None.
Mayor Anders declared the ordinance adopted.
Ordinance No. 3612

2. Establish three (3) stop signs. Northgate Subdivision, Phases 2-3.

City Manager Crouch said this ordinance establishes three (3) stop signs in Northgate Subdivision, Phases 2-3.
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.

Upon roll call vote, the following Council members voted aye: Moreman, Parsons, Taylor, Witten, Adams, Coblentz, Dawson, and Mayor Anders. Voting no: None.
Mayor Anders declared the ordinance adopted.
Ordinance No. 3613

3. Establish two (2) stop signs and one (1) 25 MPH sign. Parker Creek Subdivision.

City Manager Crouch said this ordinance establishes two (2) stop signs and one (1) 25 MPH sign in Parker Creek Subdivision.

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: Parsons, Taylor, Witten, Adams, Coblentz, Dawson, Parsons, and Mayor Anders. Voting no: None.
Mayor Anders declared the ordinance adopted.
Ordinance No. 3614

4. Speed limit reduction. 55 MPH to 50 MPH. North College Street (AL 147).

City Manager Crouch said this ordinance reduces the speed limit on a portion of North College Street and if adopted by the City Council is subject to approval of the Alabama Department of Transportation (ALDOT).

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 Dawson 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, Dawson, Moreman, Parsons, and Mayor Anders. Voting no: None.
Mayor Anders declared the ordinance adopted.
Ordinance No. 3615

10. **RESOLUTIONS.**

a. Contracts and agreements.

1. Gamble Winter Construction, LLC. City Hall Modifications. $1,053,983.

City Manager Crouch said this resolution authorizes the city manager to execute a contract with Gamble Winter Construction, 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. 26-283

2. Williams Fire Apparatus. Purchase one (1) 2026 Williams Fire Light Duty Rescue Truck. Fire Department. $334,367.

City Manager Crouch said this resolution authorizes the city manager to execute a contract with Williams Fire Apparatus.

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. 26-284

11. **OTHER BUSINESS.**

None.

12. **CITIZENS' OPEN FORUM.**

Debra Beal (802 Tullahoma Drive) spoke about the upcoming election and encouraged all to vote.

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

Kathleen Ingram (1209 Hickory Lane) spoke about a development in the Cary Woods neighborhood.

Joanna Abram (206 Timerdale Court) spoke about a 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 7:06 p.m.

_____
Mayor

ATTEST:

_____
City Manager

Agenda Item Summary

Item No. 8 b

Council Meeting Date	November 3, 2026
Department	Environmental Services
Submitted By	Catrina Cook
Agenda Section	Consent

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

Description of item under consideration
Resolution authorizing the waiver of residential trash collection fees as outlined in Section 20-32(d) of the City's Solid Waste Ordinance. The fees are normally assessed for trash or debris piles exceeding five (5) cubic yards. The fee waiver will be in effect from March 1, 2027, through March 26, 2027.

Why is Council action needed?
Council action is needed to approve the waiver of trash collection fees normally assessed for trash/debris piles as specified in Section 20-32 (d) of the City's Solid Waste Ordinance.

Is this a budgeted item?: Yes

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

THROUGH: Keith Williams, Public Services Executive Director

FROM: Catrina W. Cook, Environmental Services Director

DATE: October 23, 2026

SUBJECT: Trash Amnesty 2027

To encourage citywide beautification efforts, the Environmental Services Department is requesting City Council approval to temporarily waive residential trash collection fees as outlined in Section 20-32(d) of the City's Solid Waste Ordinance. These fees are typically charged for trash or debris piles exceeding five (5) cubic yards. If approved, the waiver will be in effect from March 1, 2027, through March 26, 2027.

During this designated trash amnesty period, residents are encouraged to take advantage of the opportunity to dispose of excess materials. However, due to the expected increase in volume, some delays in the regular weekly collection schedule may occur.

This will be the City's 23rd trash amnesty event in as many years.

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Auburn, Alabama commends the efforts of the citizens of Auburn to beautify their residential properties during the spring season; and

WHEREAS, the Council has determined that it is in the best interest of the City of Auburn to designate a time period whereby trash collection fees for trash/debris piles that exceed five (5) cubic yards are waived.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama, that the fees as set forth in Section 20-32 (d) of the City's Solid Waste Ordinance for trash/debris piles that exceed five (5) cubic yards are hereby waived effective March 1, 2027, through March 26, 2027.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 3rd day of November 2026.

_____
Mayor

ATTEST:

_____
City Manager

Agenda Item Summary

Item No. 8 c 1

Council Meeting Date	November 3, 2026
Department	Environmental Services
Submitted By	Catrina Cook
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:
Dyna-Lift, Inc.
184 West Blvd
Montgomery, AL 36108

Description of item under consideration
Resolution authorizing the City Manager to execute a contract with Dyna-Lift Inc., for the purchase of one (1) 2026 Unicarriers Forklift (Model TX30M) under Alabama State Contract MA240000004844 for the cost of $41,955.

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

Is this a budgeted item?: Yes

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

THROUGH: Keith Williams, Public Services Executive Director

FROM: Catrina W. Cook, Environmental Services Director

DATE: October 26, 2026

SUBJECT: Purchase of 2026 Unicarriers Forklift (TX30M)

The Environmental Services Department is requesting approval to purchase one (1) 2026 Unicarriers TX30M Forklift. This equipment is to be purchased under Alabama State Contract MA240000004844.

VENDOR	CONTRACT PRICE
Dyna-Lift, Inc. 184 West Blvd Montgomery, AL 36108	$41,955

I am recommending the purchase of the 2026 Unicarriers TX30M Forklift for use in the Fleet Services Division for parts management. The usage of a compact forklift would assist due to space constraints and accessibility, which allows for the utilization of pallet shelves. I also recommend approval for up to ten percent (10%) of the contract amount ($4,195.50) as contingency to be used for unforeseen conditions.

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 one (1) 2026 Unicarriers TX30M Forklift to be used by the Fleet Services Division of the Environmental Services Department; and

WHEREAS, State Contract T191, Contract MA240000004844 establishes the price of the 2026 Unicarriers TX30M Forklift at $41,955.00.

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 Dyna-Lift, Inc. of Montgomery, AL to purchase one (1) 2026 Unicarriers TX30M Forklift in the amount of $41,955 and further authorizes up to ten percent (10%) of the contract amount ($4,195.50) as contingency to be used for unforeseen conditions.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 3rd day of November 2026.

_____

Mayor

ATTEST:

_____

City Manage

DYNA-LIFT, INC.

PREPARED FOR	
Customer:	City of Auburn
Address:	184 West Blvd
	auburn, AL 36108

REFERENCE	
Effective From:	Wednesday, October 7, 2026
Effective To:	Friday, November 6, 2026
Quote #:	905699
Account Manager:	William Speigner
Direct Phone:	
E-mail:	coles@dyna-lift.com

UNICARRIERS FORKLIFT — TX30M - 3,000 lb Capacity 3W Sitdown 36/48 Volt

HIGHLIGHTS



QUALITY

Superior operator comfort

Full-suspension cloth seat with wrapped steel hip restraint and orange seatbelt
Tilt steering column
Steering wheel knob
Grab bar
Rubber floor mat
Electronic direction control
3-section valve with cowl mounted hydraulic levers

Added operator protection

Presence detection system (pds) featuring:
Traction lockout
Mast & auxiliary hydraulic lockout
Parking brake warning
Seat belt reminder
Automatic electronic parking brake
Open step with molded anti-slip pattern (mxsa only) electronic backup alarm (mxsa only) overhead Guard (OHG)
Intuitive speed control

Increased operator awareness

Premium display panel, including:
Speedometer (KMH or MPH)
Battery discharge indicator
Error and fault codes
Digital clock with 12/24 hour format
Date in various formats
Timer (key on)
Travel direction indicator
Mast lock
Neutral lock
Seat belt reminder
Park brake indicator
5 travel programs
Adjustable display contrast
Turtle (crawl) speed button

Two forward led working lights with guards - OHG mounted

RELIABILITY

TX30M - 3,000 lb Capacity 3W Sitdown 36/48 Volt

Uncompromising performance
- UL type "e" rated model
- 36/48 volt electrical system
- Cat microcommand® AC traction and hydraulic control system
- Dual AC traction motors
- AC hydraulic motor
- Electric power steering
- Regenerative braking
- Wet disc brakes

Designed for uptime
- Thermal protection (motors and controllers)
- Steel battery compartment cover
- Battery compartment with adjustable retainers
- SB350 battery connector (Grey)
- Horn
- Reverse grab handle with horn
- Tilt cylinders with spherical mast bushings
- English language markings

CUSTOMER SERVICE

Standard warranty
- 1 Year / unlimited hours warranty

KEY FEATURES & BENEFITS

INDUSTRY LEADING PERFORMANCE	Our top-end performance numbers are impressive, and so is the capability of TX-M Series forklifts to deliver quicker acceleration and higher speeds when you need to maximize work cycles and productivity. Its low energy consumption and advanced regenerative technology helps to extend the operating hours taking your productivity to the top level.
RELIABLE AC TECHNOLOGY	The TX-M Series is powered by our harmonized, AC motor and controller system and delivers more consistent and higher performance throughout the shift on a single battery charge.
ENHANCED MANEUVERABILITY	Equipped with two separate AC motor individually controlled by its AC Tech controller the TX-M Series provides smooth moves and short turning radius to work in confined spaces.
SEALED COMPONENTS	Traction and hydraulic motor are sealed to provide protection from debris and moisture during the toughest of applications. In addition, the controllers are sealed and located in the rear of the truck protected by two removable panels. The pump inverter, traction inverter and EPS controller all have an IP54 rating — that means they're housed within an enclosed structure to protect against water.
ERGONOMIC DESIGN	Spacious operator compartment with infinitely-adjustable steer column, 3-way adjustable full suspension seat, and cowl-mounted hydraulic controls help to make operators work at peak performance levels.

CONFIGURATION

CHASSIS	1	3,000 lb Capacity 3W Sitdown 36/48 Volt
MAST	1	170.0" MFH / 78.0" OAL / 28.0" FFH Triplex. .
FORKS	1	1.4" X 3.9" X 42" Hook Type - Pallet
RATINGS & STANDARDS	1	UL Rated Type E
BATTERY PREPARATION	1	36/48V Lead Acid Battery Prep
CARRIAGE	1	37.0" Wide ITA Class II Hook Type Carriage
SIDESHIFTER	1	Cascade 36" Hang-On Sideshifter (37" Width Over LBR)
DRIVE & STEER TIRES	1	Standard Lugged Electric Cushion Tires
LOAD BACKREST	1	48" High Load Backrest
HYDRAULIC ACTIVATION	1	3-Section Valve
HYDRAULIC HOSING OPTIONS	1	Single Function Internal Hosing - Triplex Mast
TILT CYLINDERS	1	Standard Tilt Cylinders
OVERHEAD GUARD	1	Standard Overhead Guard
PRODUCTIVITY OPTIONS	1	Rear Grab Handle With Horn Button
WARNING / LIGHT OPTIONS	1	Two Forward LED Working Lights On OHG
WARNING / LIGHT OPTIONS	1	Rear LED Working Light With LED Stop/Tail/Back-up

Quote # 905699 _____

WARNING / LIGHT OPTIONS	1	Reverse Activated Blue Spotlight
SEAT	1	Full Suspension Cloth Seat
ACCESSORIES	1	Standard Orange Seat Belt
ACCESSORIES	1	Rear View Mirrors - OHG Mounted
LANGUAGE MARKINGS	1	English Language Markings
BATTERY	1	48 Volt Battery
CHARGER	1	**Eagletronic Pulse**
WATERING SYSTEM	1	**Complete kit**

TX30M WARRANTY

TX30M	Full Coverage 24 Months / Unlimited Hours

TX30M INVESTMENT SUMMARY

QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	ACCEPTED
1	UC 3,000 lb Capacity 3W Sitdown 36/48 Volt			
	SPECIFIED INVESTMENT TOTAL:		$41,955.00	
	Price based of States awarded discount. (MA240000004844)			

Estimated Lead Time 19-20Weeks

Tax and Fees not included

Net on Delivery or Signed Lease Docs

TERMS FOR ACCEPTANCE OF PROPOSAL AND ATTACHMENTS

The proposal in this quote is property of Dyna-Lift, Inc., Montgomery and is confidential and proprietary. Unauthorized disclosure could be harmful to Dyna-Lift, Inc., Montgomery and by acceptance, prospective buyer agrees not to publish, copy or reproduce the contents without theexpress written consent of Dyna-Lift, Inc., Montgomery. City of Auburn will not use such information for any other purpose than for the consideration of a Dyna-Lift, Inc., Montgomery supplied system and will return any or all information contained herein to Dyna-Lift, Inc., Montgomery upon request.

ACCEPTANCE AS CONTRACT OF SALE

Authorized agent understands and agrees to the Terms and Conditions as included with this Quote

City of Auburn	Dyna-Lift Inc.
_____	_____
Authorized Agent Signature	Authorized Agent Signature
_____	_____
Date Signed	Date Signed
_____	William Speigner
Printed name	Printed name
_____	Customer Service Rep
Title/Position	Title/Position
_____	
Customer Purchase Order Number	

Quote # 905699 _____

Please consult with your accountant, tax professional, or equivalent to confirm characterization of equipment and tax implications. Other financing options and terms may be available (including financing sales tax). Please consult with your product specialist representative for additional financing options.

Quote # 905699 _____

Agenda Item Summary

Item No. 8 c 2

Council Meeting Date	November 3, 2026
Department	Information Technology
Submitted By	Greg Nelson
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:
Hyland Software, Inc.
28500 Clemens Road
Westlake, OH 44145

Description of item under consideration
Resolution authorizing the City Manager to execute a software license renewal with Hyland Software, Inc. for OnBase record management solution. One (1) year software and licensing costs are $105,463.64, established through the OMNIA National CO-OP Agreement #R240307. The OnBase solution is an advanced digital document management product able to address a wide variety of needs from basic document archiving to collaborative plan review, map-based document retrieval, as well as many others. As part of a long-term implementation, OnBase is methodically replacing multiple disconnected document solutions to modernize access for both staff and citizens.

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

Is this a budgeted item?: Yes

RESOLUTION NO. _____

WHEREAS the City Council of the City of Auburn, Alabama, recognizes that it is in the best interest of the City of Auburn to renew its OnBase software subscription from Hyland Software, Inc.; and

WHEREAS software and licensing costs combined are $105,463.64 for a one (1) year period; and

WHEREAS price is established by the OMNIA National CO-OP Agreement R240307.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Auburn, Alabama, does hereby authorize the City Manager to execute a contract with Hyland Software, Inc. for software and licensing costs of $105,463.64, for the renewal of the OnBase records management software.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this 3rd day of November 2026.

_____
Mayor

ATTEST:

_____
City Manager

HYLAND™

RENEWAL ORDER FORM

Hyland Reference Number: HYL086424

Parties	
Customer Name ("Customer")	CITY OF AUBURN, AL
Hyland Entity Name ("Hyland")	Hyland Software, Inc.

Customer Information	
Billing Details	**Shipping Details**
Name: CITY OF AUBURN, AL	Name: CITY OF AUBURN, AL
Bill To Address	**Ship To Address**
Attn: Accounts Payable 144 Tichenor Ave Ste 7 Auburn Alabama 36830 United States	144 Tichenor Ave Auburn Alabama 36830 United States
Quote Details	**Sales Representative**
Created Date: July 13, 2026 Quote Reference: Q-469122 Product Lines: OnBase Procurement Vehicle: OMNIA R240307	Name: Sue Corrie Email: sue.corrie@hyland.com Phone: 209.470.7165

All pricing is valid for thirty (30) calendar days from the Created Date ("Expiration Date"); after the Expiration Date, pricing is subject to change. Additionally, any changes to the scope of the products or services being renewed under this Order Form is subject to repricing. Hyland will provide an updated Order Form upon receiving change request.

CONFIDENTIAL: The information in this quote is confidential, and may not be disclosed to any third party or used in any manner other than for your internal purposes in connection with our business relationship.

ON-PREMISE SOFTWARE SUBSCRIPTIONS

Product Code	Product Name	Schedule	Quantity
GV-B-MU2-ITDIPI1_SUBS	Local Government Integration for Tempest Development Group	Open Market	1
ONB-INTG1-14_SUBS	Integration for ESRI ArcGIS Server	OMNIA	1
ONB-INTG1-43_SUBS	Integration for Azteca Cityworks	OMNIA	1
ONB-INTG1-43_SUBS	Integration for Azteca Cityworks	OMNIA	1
ONB-INTG1-43_SUBS	Integration for Azteca Cityworks	OMNIA	1
ONB-INTG1-43_SUBS	Integration for Azteca Cityworks	OMNIA	1
ONB-SUB-CPAC	Constituent Public Access (View Only)(Up to 150,000 Population)	OMNIA	1
ONB-SUB-DW	OnBase Essential - Per User	OMNIA	45
ONB-SUB-DW-OC50	OnBase Essential Occasional User (50 Days)	OMNIA	50
ONB-SUB-KW	OnBase Premier - Per User	OMNIA	30
ONB-SUB-KW-OC50	OnBase Premier Occasional User (50 Days)	OMNIA	40
ONB-SUB-PLNR	Plan Review - Per User	OMNIA	20
ONB-SUB-PLNR	Plan Review - Per User	OMNIA	7
ONB-SUB-PLNR	Plan Review - Per User	OMNIA	10
ONB-SUB-PLNR	Plan Review - Per User	OMNIA	10
ONB-SUB-PW	OnBase Standard - Per User	OMNIA	45
ONB-SUB-PW-OC50	OnBase Standard Occasional User (50 Days)	OMNIA	40
OPRIPI1_SUBS	Plan Review	OMNIA	1

PAYMENT SUMMARY

Start Date – End Date	Subscription Payments
December 1, 2026 - November 30, 2027	USD 105,463.64
TOTAL	USD 105,463.64

RENEWAL ORDER FORM TERMS
FOR RENEWAL ORDER FORM NO. EU-37607-HYL086424

This Order Form is governed by the Master Agreement, Subscription Agreement, Hosting Agreement, or the similar agreement (the "Master Agreement") dated November 18, 2020, provided that the customer entity signing this Order Form is either the same entity that executed the Master Agreement or an Affiliate (but only for so long as it remains an Affiliate) thereof. If the entity signing this Order Form is an Affiliate thereof, such Affiliate agrees to be bound by the terms of the Master Agreement as if it were the original party thereto and will be considered the "Customer" under the Master Agreement, including this Order Form, for purposes of the products and services purchased under this Order Form.

The Master Agreement, including this Order Form, and any other related documents referenced in the Master Agreement constitute the entire agreement of the parties with respect to the products and services purchased under this Order Form. Any terms adding to or varying from the terms of the Master Agreement, as amended per this Order Form, whether contained in any purchase order or other written, electronic, or oral communication shall be null and void and have no effect unless they are captured in an amendment executed by both parties. The effective date of this Order Form will be the date this Order Form is executed by the last party to execute (the "Effective Date" of this Order Form).

Permission to Invoice

Customer acknowledges and agrees that, when this Order Form is signed by both parties, Hyland is permitted to invoice Customer for the matters described herein, and such invoices will be due and paid in accordance with the Master Agreement.

Currency/Taxes

All pricing in this Order Form is in USD and is exclusive of any applicable taxes and government charges. If applicable, Customer agrees to provide Hyland with valid tax exemption certificates in advance of the issuance of any invoice.

Term Length

Notwithstanding anything to the contrary, with respect to the products or services being renewed under this Order Form, the term of the renewal subscription for the products or services on this Order Form shall be the period that begins on the first Start Date and ends on the last End Date reflected in the Payment Summary, notwithstanding the Effective Date of this Order Form. Thereafter, the subscription shall automatically renew for additional periods of the same length as the term of the renewal subscription purchased under this Order Form unless either party provides notice to the other of non-renewal at least thirty (30) days prior to the end of the then-current term. The committed length of this renewal subscription and any subsequent renewal subscription is an essential term of such renewal subscription; accordingly, neither the renewal subscription purchased under this Order Form nor any subsequent renewal subscription period may be terminated for convenience, notwithstanding whether such right may exist in the underlying agreement or otherwise. Notwithstanding anything to the contrary in any agreement, the parties agree that Hyland may increase the fees for the products or services under this Order Form upon any renewal by up to 10 percent (10%) of the fees for such products or services in the immediately preceding annual term. For clarity, this pricing increase limit assumes a full renewal of all products or services at their current quantities and configurations. If Customer reduces, removes, or modifies the quantity or scope of any product or service, the agreed pricing uplift will not apply, and Hyland may reprice any or all products or services at then-current rates in its sole discretion.

Marketing: Notwithstanding anything the contrary in any other agreement, Hyland may refer to Customer by name as a customer of Hyland in its marketing and publicity materials.

Signature of Parties

This Order Form is only valid and binding when executed by both parties. Each party has executed this Order Form by its duly authorized representative.

CITY OF AUBURN, AL	**Hyland Software, Inc.**
By:	By:
Name: (Print)	Name: (Print)
Title:	Title:
Date:	Date:

Tax Information:

____ (1) Exempt (Provide Tax Exemption Form)

____ (2) Non-Exempt

Services Only [ ]

Agenda Item Summary

Item No. 8 c 3

Council Meeting Date	November 3, 2026
Department	Development Services
Submitted By	Scott Cummings
Agenda Section	Consent

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

Jolly Development, Inc.
1532 Dunwoody Village Parkway, Suite 100
Atlanta, GA 30338

Description of item under consideration

The Foundry at North College Infrastructure Development Agreement Amendment No. 1. Authorization is requested for the City Manager to execute the herein attached Development Agreement Amendment No. 1 for The Foundry at North College Development agreement that was previously executed at the March 3, 2026, City Council meeting, Resolution No. 26-056. As a result of discussions between City staff and the Developer as the Developer initiated design of the project, it was determined to be most effective in delivery of the project for the Developer to assume responsibility for construction of Yarbrough Farms Boulevard to complete construction of the road, and the City will reimburse the Developer for 50% of the shared costs defined within Amendment No. 1 to the development agreement.

Why is Council action needed?

City Council action is needed to authorize the City Manager to execute an amendment to the infrastructure development agreement for activities related to the development of The Foundry at North College.

Is this a budgeted item?: N/A

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Auburn, Alabama recognizes it is in the best interest of the City of Auburn for the construction of The Foundry at North College; and

WHEREAS, the City Council of Auburn approved a resolution authorizing the execution of the infrastructure development agreement for The Foundry at North College on March 3, 2026, Resolution No. 26-056; and

WHEREAS, City Staff and the Developer, namely Jolly Development, Inc., do agree that the Developer hereby assumes additional responsibility for construction of Yarbrough Farms Boulevard to complete the construction of the road, and the City will reimburse the Developer for those shared costs as defined herein the attached Infrastructure Development Agreement Amendment No. 1.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama, does hereby authorize the City Manager to execute Amendment No. 1 to the previously approved infrastructure development agreement for The Foundry at North College, executed on March 3, 2026, by Resolution No. 26-056, detailing the change in responsibility for the Developer to complete construction of Yarbrough Farms Boulevard and agreeing that the City will reimburse the Developer fifty percent (50%) of those shared costs as defined therein Amendment No. 1 to the Infrastructure Development Agreement for The Foundry at North College.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 3rd day of November 2026.

_____
Mayor

ATTEST:

_____
City Manager

State of Alabama)
Lee County)

AUBURN

DEVELOPMENT AGREEMENT AMENDMENT NO. 1

The Foundry at North College

This Development Agreement Amendment No. 1 (the "**Amendment No. 1**") 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 The Foundry At North College, LLC, an Alabama limited liability company (hereinafter referred to as the "**Developer**") is intended to, and does hereby, amend the Development Agreement executed on March 6, 2026 pursuant to City Resolution Number 26-056 and recorded in the Lee County, Alabama Probate Office in Misc Book 1344, Page 163-184. This amendment changes the delivery of Yarbrough Farms Boulevard and the payment for the work to be performed in relation thereto.

This Amendment No. 1 is the result of further discussion between the Developer and the City during design of Yarbrough Farms Boulevard. As a result of these discussions, the City and Developer agree that the Developer hereby assumes additional responsibility for construction of Yarbrough Farms Boulevard to complete the construction of the road, and the City will reimburse the Developer for those shared costs as defined herein.

STATEMENT OF AGREEMENT FOR AMENDMENT NO. 1

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

1. Section II, Paragraph B
   A. Edit paragraph "i" as follows:
      i. Developer and the City shall share the costs of the construction of Yarbrough Farms Boulevard between North College Street and to a point approximately three hundred (300) feet (to be determined during design) east of the tributary to Saugahatchee Creek (the "**Terminus Point**") at approximately the west property line of the Development. Fifty percent (50%) of the costs of completing the portion of the Boulevard within the Development shall be borne by the Developer and fifty percent (50%) of the costs shall be borne by the City. The estimated costs of the construction of the Yarbrough Farms Boulevard have been estimated as totaling $7,940,000 for budget and planning purposes and to identify the cost share for construction items. The actual cost share will be based on the total combined bid

price for the City's work (the "**City's Share**") and the Developer's work (the "**Developer's Share**") with the Developer receiving credit for: (1) the value of the right-of-way land dedicated to the City in excess of the right-of-way land required for the Development under the City's Subdivision Regulations and Engineering Design and Construction Manual, and (2) the costs to construct and deliver the new public street in accordance with approved Design Review Team (DRT) plans, and as further described herein. The credit to be given to the Developer for the value of the right-of-way land dedicated to the City in excess of the right-of-way land required for the Development under the City's Subdivision Regulations and Engineering Design and Construction Manual is expressly in consideration of the substantial upfront costs to be incurred by the Developer in completing the Developer's Share and the cost savings to the City resulting therefrom.

B. Strike subparagraph "iii" in its entirety.
C. Strike subparagraph "iv" in its entirety.
D. Edit paragraph "vi" as follows:

vi. Developer shall construct the new public street, Yarbrough Farms Boulevard, in accordance with approved DRT plans for the road cross section including roadway profile buildup, binder and final wearing surface, associated striping, curb and gutter, storm drains, public utilities, etc. from North College Street to the terminus point shown on the approved DRT plans and described in the March 6, 2026, Development Agreement. The City shall pay 50% of the cost as described herein. The tasks and responsibilities itemized in this subsection (vi) shall be included in the "Developer's Share;

E. Strike subparagraph "vii" in its entirety.

2. Section IV, Payment.
   A. Replace Section IV, Payment, Paragraph A with the following:

The costs to be borne by the City and the Developer, respectively, as set forth in this Agreement shall be paid by the responsible party when due. After commencement of the work described in this Agreement, Developer shall meet with City inspector ten days prior to submittal of monthly invoice to review and approve items. Developer shall then submit a monthly invoice to City documenting the undisputed, actual costs of construction that further breaks down the costs attributed to the Developer and to the City, and the City shall remit payment to Developer within thirty (30) days of each invoice. In order to determine the final costs to be borne by each party, Developer shall furnish City with a final accounting of all costs incurred by Developer within thirty

(30) days of Developer's completion of its share of the work described under this Agreement.

B. Strike Section IV, Payment, Paragraph B and all subparagraphs.

Amendment No. 1 is reflective of the specific items described herein and does not alter any other paragraph or statement to the Development Agreement as executed by the Developer and the City as recorded.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, this Amendment No. 1 to the aforementioned Development Agreement for The Foundry at North College 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

THE FOUNDRY AT NORTH COLLEGE, LLC
AN ALABAMA LIMITED LIABILITY COMPANY

By: _____
Warren S. Jolly
Its: Manager

The Foundry

Master Plan

AUBURN



Parcels

N

0 250 500 1,000

Feet

Development Services
01/29/2026

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.

Book/Pg: 1344/163
Term/Cashier: CHRJMF02 / CO
Trans: 341555.527367.659865
Recorded: 03-12-2026 15:31:34
REC Recording Fee 71.00
Total Fees: $ 71.00

Original Infrastructure Development Agreement for The Foundry at North College marked up to show proposed changes for Amendment No. 1

1344 163
Recorded in the Above
MISC Book & Page
03-12-2026 03:31:03 PM
Jere Colley - Probate Judge
Lee County, AL

AUBURN

State of Alabama)
Lee County)

DEVELOPMENT AGREEMENT

This Development Agreement (the "**Agreement**") made and entered into on this the 10 day of March, 2026, by and between the City of Auburn, Alabama, a municipal corporation (hereinafter referred to as the "**City**"), and The Foundry At North College, LLC, an Alabama limited liability company (hereinafter referred to as the "**Developer**").

STATEMENT OF BACKGROUND INFORMATION

1. The Developer acknowledges that it is the owner or has the right to purchase approximately 282.3 acres described as in Exhibit A and further illustrated in the Foundry at North College Concept Plan (the "**Concept Plan**"), attached hereto as Exhibit B.

2. The real property described by the legal description provided in the attached Exhibit A (the "**Property**") is proposed to be developed into a master planned mixed-use development project commonly known as the "The Foundry at North College" (the "**Development**").

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

4. The parties hereto desire to reduce to writing the responsibilities and obligations 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 City acknowledges that portions of the work described herein will be performed concurrently with the construction of the Development. The work shall at all times be

performed in such a way as to minimize interference with Developer's construction of all other permitted improvements within the Development. In the same manner, the Developer agrees to minimize interference with any construction work being performed by the City's contractor.

SECTION II
TRANSPORTATION INFRASTRUCTURE

A. A traffic impact study is required to assess current conditions and compare build out projections for traffic volumes affecting North Donahue Drive and North College Street. Traffic projections suggest the additional commercial and residential development in the area will warrant an east and west connector that connects North Donahue Drive and North College Street also referenced as the "Yarbrough Farms Boulevard extension." The Road Grading Limits Plan attached hereto as Exhibit C (the "**Road Grading Limits Plan**") illustrates the proposed route of this east-west connector road that connects North Donahue Drive to North College Street, to be known as Yarbrough Farms Boulevard, as well as proposed connections to Shug Jordan Parkway. Any recommended and agreed upon improvement resulting from the traffic study shall be implemented in accordance with the timeline set forth in the traffic study as part of the DRT approval or additional infrastructure development agreement.

B. The City and Developer shall work cooperatively with one another to complete the construction of the extension of Yarbrough Farms Boulevard that will cross the Development and provide vehicular and pedestrian connectivity from North College Street to North Donahue Drive (hereinafter the "**Boulevard**") as follows:

i. Developer and the City shall share the costs of the construction of Yarbrough Farms Boulevard between North College Street and to a point approximately three hundred (300) feet (to be determined during design) east of the tributary to Saugahatchee Creek (the "**Terminus Point**") at approximately the west property line of the Development. Fifty percent (50%) of the costs of completing the portion of the Boulevard within the Development shall be borne by the Developer and fifty percent (50%) of the costs shall be borne by the City. The estimated costs of the construction of the Yarbrough Farms Boulevard have been estimated as totaling $7,940,000 for budget and planning purposes and to identify the cost share for construction items. The actual cost share will be based on the total combined bid price for the City's work (the "**City Share**") and the Developer's work (the "**Developer's Share**") with the Developer receiving credit for the value of the right-of-way land dedicated to the City in excess of the right-of-way land required for the Development under the City's Subdivision Regulations and Engineering Design and Construction Manual and the costs to construct and deliver the ~~road base profile for the~~ new public street in accordance with approved Design Review Team (DRT) plans, as further described herein. The credit to be given to the Developer for the value of the right-of-way land dedicated to the

City in excess of the right-of-way land required for the Development under the City's Subdivision Regulations and Engineering Design and Construction Manual is expressly in consideration of the substantial upfront costs to be incurred by the Developer in completing the Developer's Share and the cost savings to the City resulting therefrom.

ii. The City acknowledges its plans to construct the remainder of Yarbrough Farms Boulevard west of the Terminus Point in order to complete a connector street between North Donahue Drive and North College Street as generally shown on Exhibit C.

iii. ~~The City proposes to engage a consultant and design the road concurrently with the Developer's design of the Development. In doing so the City proposes to complete design and begin construction of the Yarbrough Farms Boulevard upon the Developer completing the site grading including the road base for the new public street. The City plans to complete construction of the approximately 3200 feet of road as soon as practical upon delivery of the rough graded roadbed but generally within eighteen (18) months of starting construction.~~

iv. ~~Should the City fail to commence construction on the City's Share within twenty four (24) months of the date that the Developer completes construction of the Developer's Share, then Developer may elect, at Developer's option, which option shall be exercised by giving a minimum of twenty one (21) days' written notice of its intent to the City, to assume responsibility for the completion of the City's Share. In the event Developer elects to proceed with the completion of the City's Share pursuant to this subsection (iv), the City shall have no further responsibility with respect to constructing the City's Share. The City shall deliver and assign to Developer all materials, plans, specifications, permits, and other items of documentation prepared or issued in connection with the City's Share. Any party responsible for the preparation of such items or for the issuance of such permits shall be entitled to rely on this Agreement for evidence of Developer's authority to receive and/or utilize same. In such event, Developer shall be entitled to seek from the City the costs incurred by Developer in completing the City's Share.~~

v. The construction of the Yarbrough Farms Boulevard as set forth herein shall conform to the typical street cross section provided in Exhibit D and incorporated herein by reference;

vi. Developer shall construct the new public street, ~~be responsible for the work necessary to rough grade the Development including the~~ Yarbrough Farms Boulevard, in accordance with approved DRT ~~roadbed as shown on the Development~~ plans for the road cross section including roadway profile buildup, binder and final wearing surface, associated striping, curb and gutter, storm drains, public utilities, etc. from North College Street to the terminus point shown on approved DRT plans and described in the March 6, 2026, Development Agreement. The City shall pay 50% of the costs described herein. ~~approved by the City, and installation of storm culverts, and any utilities and utility relocation that are underneath the roadbed.~~ The tasks and responsibilities itemized in this subsection (vi) shall be included in the "**Developer's Share**;"

vii. ~~The City shall be responsible for the design and final construction of the Boulevard which shall include all work after the rough grade of the road bed (installation of road base, installation of curb and gutter, paving, etc.) with the Developer reimbursing the City in accordance with Section II (B)(i) and the provisions of this Agreement. The tasks and responsibilities itemized in this subsection (vii) shall be included in the "City's Share;"~~

viii. The City shall be solely responsible for obtaining the required authorization for any crossing controlled by the U.S. Army Corps of Engineers within the confines of public right-of-way or easements necessary for construction of the Boulevard, including any cost in relation thereto;

ix. The City shall be solely responsible for the crossing of the Saugahatchee Creek tributary, including the design, engineering, and construction costs related thereto;

x. The City shall be solely responsible for all work necessary to connect the Boulevard from the Terminus Point to the location of the end of that portion of the Boulevard to be constructed by or on behalf of Auburn City Schools as part of the Plains High School construction;

xi. Developer and the City acknowledge that, once plans are finalized for the construction of the Boulevard, it may be necessary to amend the terms of this Agreement to achieve a more accurate pro rata split of the costs of construction of the portion of the Boulevard as contemplated herein, and the Developer and the City hereby agree to work together in good faith to achieve any amendments, if necessary. However, Developer and the City agree that, unless another cost sharing basis is agreed upon by both parties, the provisions of this Section II, Paragraph B, shall govern;

xii. The City shall provide to the Developer any utility and/or construction easements that are reasonably necessary for the construction of the Development within the right-of-way lands dedicated to the City

SECTION III
PEDESTRIAN INFRASTRUCTURE IMPROVEMENTS

A. Concurrently with the dedication of the roadbed and corresponding construction easements within the Development, Developer shall, at the time of the Boulevard right-of-way dedication, dedicate to the City those rights of way and/or easements, including but not limited to ingress/egress easements, necessary for the construction of the East/West portion of the "Saugahatchee Creek Greenway" and associated trail system as

generally shown on Greenway Proposed Paths attached hereto as Exhibit E in a location as not to adversely impact the buildable footprint of the Development while supporting a quality greenway. The Developer shall, before submitting any application for the building permits required for Phase 4 of the Development, as that phase is identified on the Phasing Plan for the Development, dedicate to the City those rights of way and/or easements, including but not limited to ingress/egress easements, necessary for the construction of the North/South portion of the "Saugahatchee Creek Greenway" and associated trail system as generally shown on Exhibit E in a location as not to adversely impact the buildable footprint of the Development while supporting a quality greenway.;

B. The Developer shall be responsible for the construction of that portion of the Saugahatchee Creek Greenway from North College Street westward to a point (to be determined during design) at or near the Saugahatchee Creek Tributary as shown on the Greenway Proposed Paths Exhibit E in conformity with the "**Typical Trail Cross Section**" attached hereto as Exhibit F and incorporated herein by reference. To the extent such portion of the Saugahatchee Creek Greenway is dedicated by Developer to the City prior to the completion of construction on such portion, Developer shall reserve such construction easements as are necessary for completion thereof;

C. The City shall design and construct the Saugahatchee Creek Greenway west of the Saugahatchee Creek Tributary as shown in Exhibit E at the sole cost and expense of the City.

D. Additionally, the City will construct as necessary the north-south connector that would connect the Saugahatchee Greenway to the Yarbrough Farms Boulevard on the right-of-way or easement dedicated by the Developer in an area generally shown in Exhibit E and described herein.

SECTION IV
PAYMENT

A. The costs to be borne by the City and the Developer, respectively, as set forth in this Agreement shall be paid by the responsible party when due. After commencement of the work described in this Agreement, Developer shall meet with City Inspector ten days prior to submittal of monthly invoice to review and approve items. Developer shall then submit a monthly invoice to City documenting the undisputed, actual costs of construction that further breaks down the costs attributed to the Developer and to the City, and the City shall remit payment to the Developer within thirty (30) days of each invoice. In order to determine the final costs to be borne by each party, Developer shall furnish City with a final accounting of all costs incurred by Developer within thirty (30) ~~ninety (90)~~ days of Developer's completion of its share of the work described under this Agreement.

B. ~~Following completion of the construction of Yarbrough Farms Boulevard across the Development as described in Section II, above, the City shall provide an invoice documenting the actual costs that further breaks down the costs attributed to the~~

~~Developer and to the City. Any payment due to the City as a result of the final accounting shall be made by the Developer in accordance with the following schedule:~~

a. ~~The first one-third (1/3) of Developer's remaining share of the total cost shall be paid to the City within five (5) days of the first to occur of the following: (1) the recording of the final City-approved plat of the developed lots for Phase 4 of the Development, as such Phase 4 is described in the phasing plan attached as an exhibit to the final approved zoning package for the Development, or (2) the expiration of twelve (12) months from the date of the City's invoice to Developer;~~

b. ~~The second one-third (1/3) of Developer's remaining share of the total cost shall be paid to the City within five (5) days of the first to occur of the following: (1) the recording of the final City-approved plat of the developed lots for Phase 5 of the Development, as such Phase 5 is described in the phasing plan attached as an exhibit to the final approved zoning package for the Development, or (2) the expiration of twenty-four (24) months from the date of the City's invoice to Developer;~~

c. ~~The final one-third (1/3) of Developer's remaining share of the total cost shall be paid to the City within five (5) days of the first to occur of the following: (1) the issuance by the City of building permits for Phase 6 of the Development, as such Phase 6 is described in the phasing plan attached as an exhibit to the final approved zoning package for the Development, or (2) the expiration of twenty-four (24) months from the date of the City's invoice to Developer;~~

SECTION V
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 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:

a. all the requirements of the Developer described herein above have been completed and accepted by the City, or,

b. Twenty (20) 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 20 years, the City Manager may issue a statement to certify that the provisions of this Agreement have been satisfied.

SECTION VI
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 VII
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 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.

SECTION X
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.

(The rest of this page left intentionally 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 6 day of March, 2026.

CITY OF AUBURN, ALABAMA
A MUNICIPAL CORPORATION

By: _____
MEGAN MCGOWEN CROUCH
Its: CITY MANAGER

ATTEST:

By: _____
LINDSAY S. MANLEY
Its: ASSISTANT CITY CLERK

THE FOUNDRY AT NORTH COLLEGE, LLC
AN ALABAMA LIMITED LIABILITY COMPANY

By: _____
Warren S. Jolly

Its: manager

ATTEST:

_____

EXHIBIT A

Legal Description of Property

COMMENCE AND BEGIN AT THE NORTHWEST CORNER OF SECTION 18 TOWNSHIP 19 NORTH, RANGE 26 EAST, AUBURN, LEE COUNTY, ALABAMA; THENCE NORTH 00°24'12" WEST, A DISTANCE OF 415.00 FEET; THENCE NORTH 15°06'54" EAST, A DISTANCE OF 63.08 FEET; THENCE NORTH 33°47'52" EAST, A DISTANCE OF 305.10 FEET; THENCE NORTH 47°59'29" EAST, A DISTANCE OF 152.09 FEET; THENCE NORTH 53°58'47" EAST, A DISTANCE OF 249.57 FEET; THENCE NORTH 43°02'55" EAST, A DISTANCE OF 104.39 FEET; THENCE NORTH 67°25'23" EAST, A DISTANCE OF 70.22 FEET; THENCE NORTH 34°36'43" EAST, A DISTANCE OF 125.03 FEET; THENCE NORTH 65°52'24" EAST, A DISTANCE OF 115.03 FEET; THENCE NORTH 73°11'51" EAST, A DISTANCE OF 69.11 FEET; THENCE SOUTH 47°24'50" EAST, A DISTANCE OF 79.15 FEET; THENCE SOUTH 01°04'50" EAST, A DISTANCE OF 33.19 FEET; THENCE SOUTH 21°14'46" EAST, A DISTANCE OF 116.24 FEET; THENCE SOUTH 79°17'41" EAST, A DISTANCE OF 128.21 FEET; THENCE SOUTH 86°55'40" EAST, A DISTANCE OF 216.59 FEET; THENCE NORTH 34°22'01" EAST, A DISTANCE OF 226.03 FEET; THENCE NORTH 76°11'43" EAST, A DISTANCE OF 325.10 FEET; THENCE NORTH 47°02'27" EAST, A DISTANCE OF 365.08 FEET; THENCE NORTH 42°03'29" EAST, A DISTANCE OF 605.73 FEET; THENCE SOUTH 18°48'30" EAST, A DISTANCE OF 957.65 FEET; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING AN ARC LENGTH OF 1040.15 FEET, A RADIUS OF 2771.12 FEET, A CHORD BEARING OF SOUTH 07°47'47" EAST, AND A CHORD LENGTH OF 1034.05 FEET; THENCE SOUTH 02°57'24" WEST, A DISTANCE OF 1183.25 FEET; THENCE SOUTH 04°17'03" WEST, A DISTANCE OF 50.21 FEET; THENCE SOUTH 89°04'10" WEST, A DISTANCE OF 152.13 FEET; THENCE SOUTH 89°04'04" WEST, A DISTANCE OF 798.90 FEET; THENCE SOUTH 89°04'02" WEST, A DISTANCE OF 28.54 FEET; THENCE SOUTH 00°53'22" EAST, A DISTANCE OF 1018.36 FEET; THENCE SOUTH 88°23'12" WEST, A DISTANCE OF 155.33 FEET; THENCE SOUTH 83°05'29" WEST, A DISTANCE OF 123.06 FEET; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING AN ARC LENGTH OF 919.65 FEET, A RADIUS OF 4657.19 FEET, A CHORD BEARING OF SOUTH 81°14'02" WEST, AND A CHORD LENGTH OF 918.16 FEET; THENCE SOUTH 73°24'38" WEST, A DISTANCE OF 100.54 FEET; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING AN ARC LENGTH OF 544.53 FEET, A RADIUS OF 4592.40 FEET, A CHORD BEARING OF SOUTH 70°05'02" WEST, AND A CHORD LENGTH OF 544.21 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING AN ARC LENGTH OF 72.31 FEET, A RADIUS OF 4756.35 FEET, A CHORD BEARING OF SOUTH 67°18'20" WEST, AND A CHORD DISTANCE OF 72.31 FEET; THENCE NORTH 49°17'44" WEST, A DISTANCE OF 330.45 FEET; THENCE NORTH 07°40'05" WEST, A DISTANCE OF 72.67 FEET; THENCE NORTH 35°34'58" WEST, A DISTANCE OF 137.69 FEET; THENCE NORTH 21°51'54" WEST, A DISTANCE OF 112.80 FEET; THENCE NORTH 20°05'48" WEST, A DISTANCE OF 120.11 FEET; THENCE NORTH 44°50'42" WEST, A DISTANCE OF 57.91 FEET; THENCE NORTH 47°01'50" WEST, A DISTANCE OF 107.45 FEET; THENCE NORTH 35°15'45" WEST, A DISTANCE OF 60.90 FEET; THENCE NORTH 22°52'06" WEST, A DISTANCE OF 20.24 FEET; THENCE NORTH 51°16'56" WEST, A DISTANCE OF 45.20 FEET; THENCE NORTH 25°17'50" WEST, A DISTANCE OF 35.45 FEET; THENCE NORTH 34°10'17" WEST, A DISTANCE OF 32.11 FEET; THENCE NORTH 56°26'37" WEST, A DISTANCE OF 34.58 FEET; THENCE NORTH 78°35'38" WEST, A DISTANCE OF 117.60 FEET; THENCE

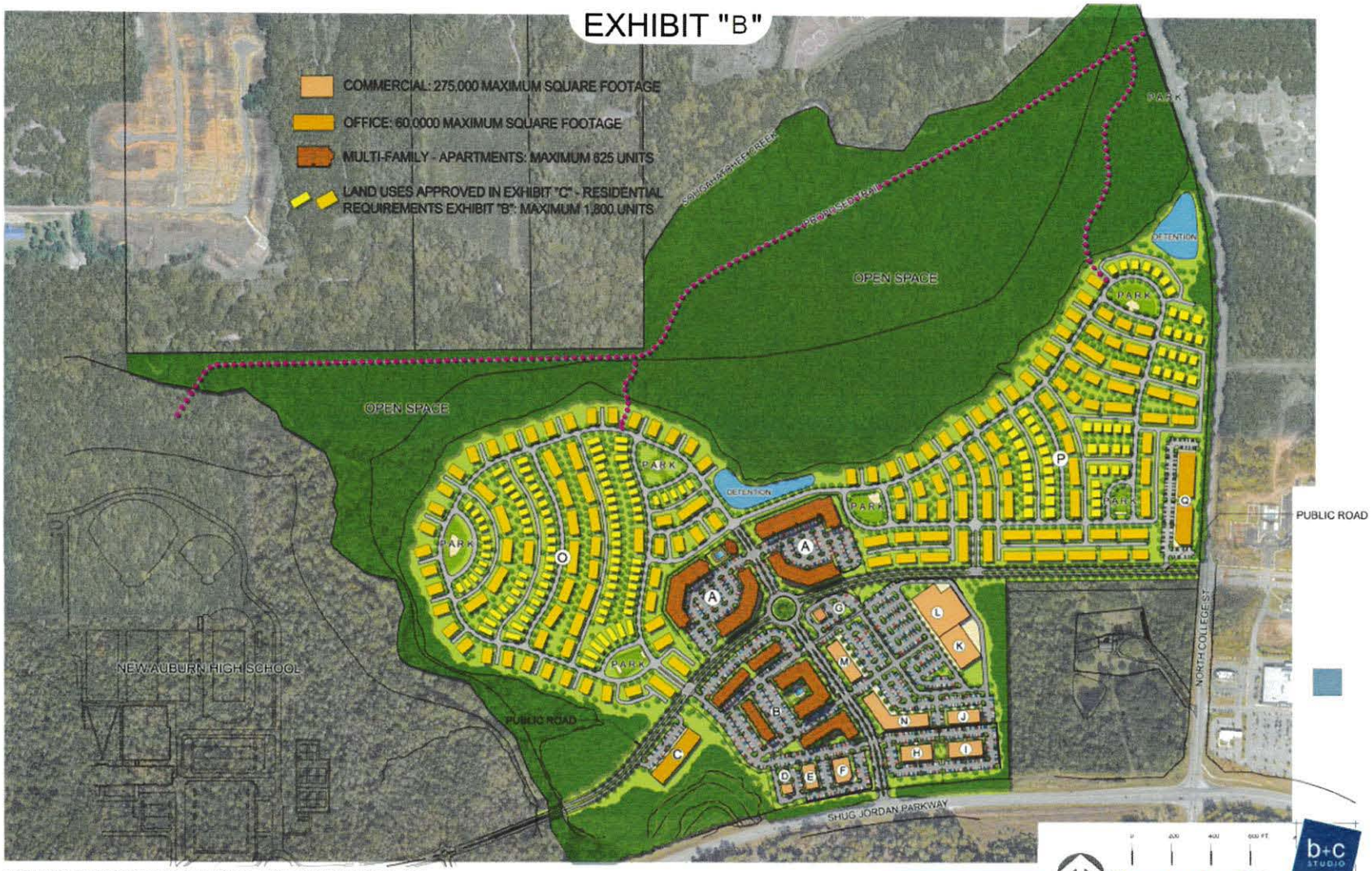
NORTH 72°39'34" WEST, A DISTANCE OF 167.89 FEET; THENCE NORTH 56°09'08" WEST, A DISTANCE OF 46.18 FEET; THENCE NORTH 30°57'42" WEST, A DISTANCE OF 30.34 FEET; THENCE NORTH 12°51'51" WEST, A DISTANCE OF 50.95 FEET; THENCE NORTH 04°15'32" EAST, A DISTANCE OF 51.22 FEET; THENCE NORTH 06°40'13" EAST, A DISTANCE OF 72.18 FEET; THENCE NORTH 17°47'39" EAST, A DISTANCE OF 82.35 FEET; THENCE NORTH 17°56'37" WEST, A DISTANCE OF 147.08 FEET; THENCE NORTH 78°11'28" WEST, A DISTANCE OF 155.49 FEET; THENCE NORTH 49°35'59" WEST, A DISTANCE OF 214.06 FEET; THENCE NORTH 25°32'12" WEST, A DISTANCE OF 28.20 FEET; THENCE NORTH 12°49'56" EAST, A DISTANCE OF 142.84 FEET; THENCE NORTH 19°58'35" WEST, A DISTANCE OF 64.28 FEET; THENCE NORTH 14°18'37" EAST, A DISTANCE OF 99.75 FEET; THENCE NORTH 21°16'59" WEST, A DISTANCE OF 172.24 FEET; THENCE NORTH 57°54'24" WEST, A DISTANCE OF 152.71 FEET; THENCE NORTH 61°04'26" WEST, A DISTANCE OF 101.32 FEET; THENCE NORTH 21°28'15" WEST, A DISTANCE OF 82.45 FEET; THENCE NORTH 58°09'51" WEST, A DISTANCE OF 121.42 FEET; THENCE NORTH 50°35'35" WEST, A DISTANCE OF 89.95 FEET; THENCE SOUTH 77°59'25" WEST, A DISTANCE OF 128.64 FEET; THENCE NORTH 79°38'55" WEST, A DISTANCE OF 303.88 FEET; THENCE NORTH 72°05'12" WEST, A DISTANCE OF 428.70 FEET; THENCE NORTH 85°39'15" EAST, A DISTANCE OF 232.58 FEET; THENCE NORTH 89°50'06" EAST, A DISTANCE OF 1468.43 FEET; THENCE NORTH 88°29'33" EAST, A DISTANCE OF 1171.43 FEET; TO THE POINT OF BEGINNING SAID PARCEL CONTAINING 12,296,294.67 SQUARE FEET OR 282.28 ACRES, MORE OR LESS.

EXHIBIT B

Concept Plan

(on following page)

EXHIBIT "B"



THE FOUNDRY AT NORTH COLLEGE CONCEPT PLAN

AUBURN, AL

Kimley»Horn

November 10, 2025

b+c STUDIO

1544 175
MISC Book & Page

EXHIBIT C

Roading Grading Limits Plan

Exhibit "C"
The Road Grading Limits Plan

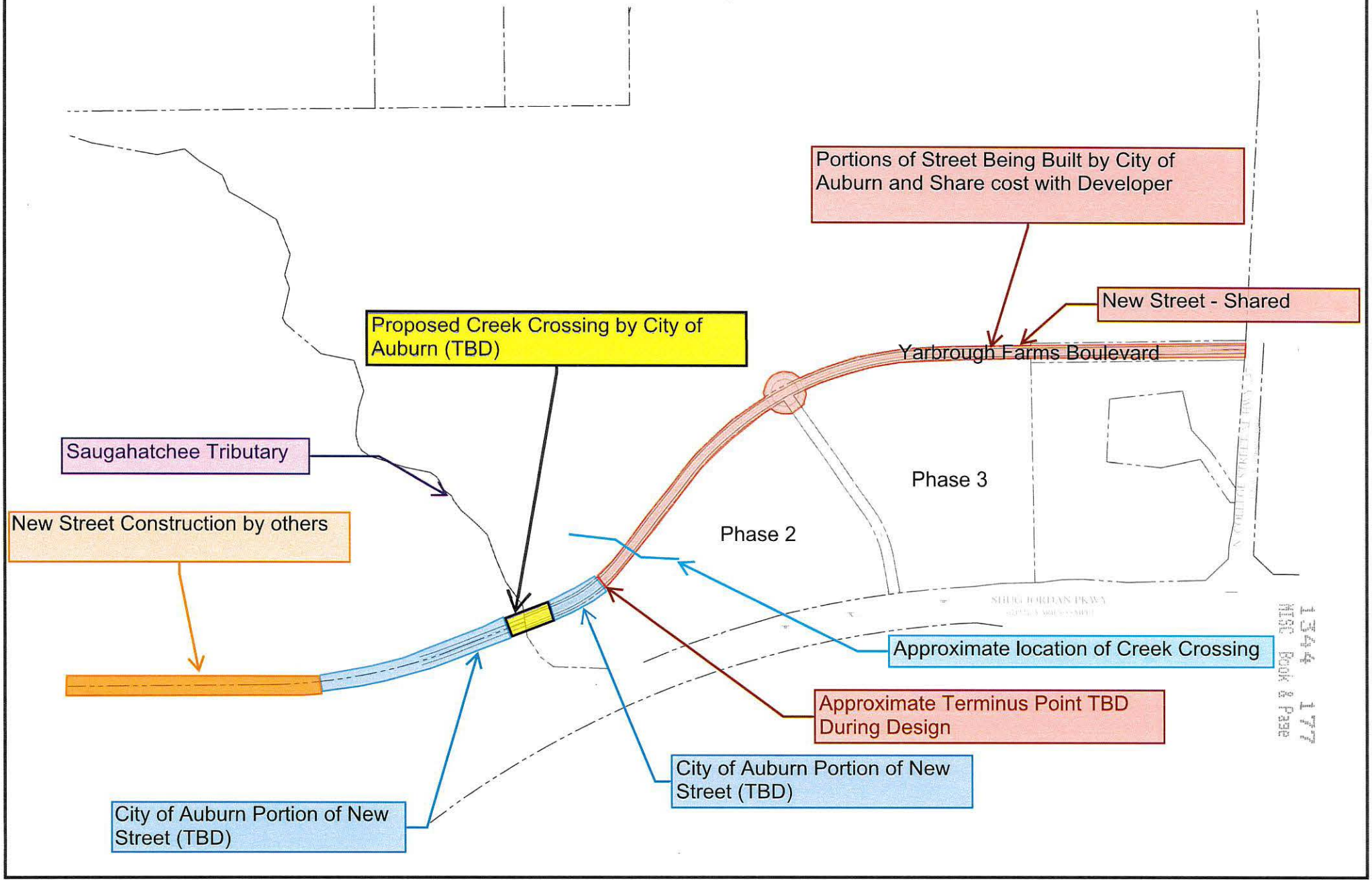


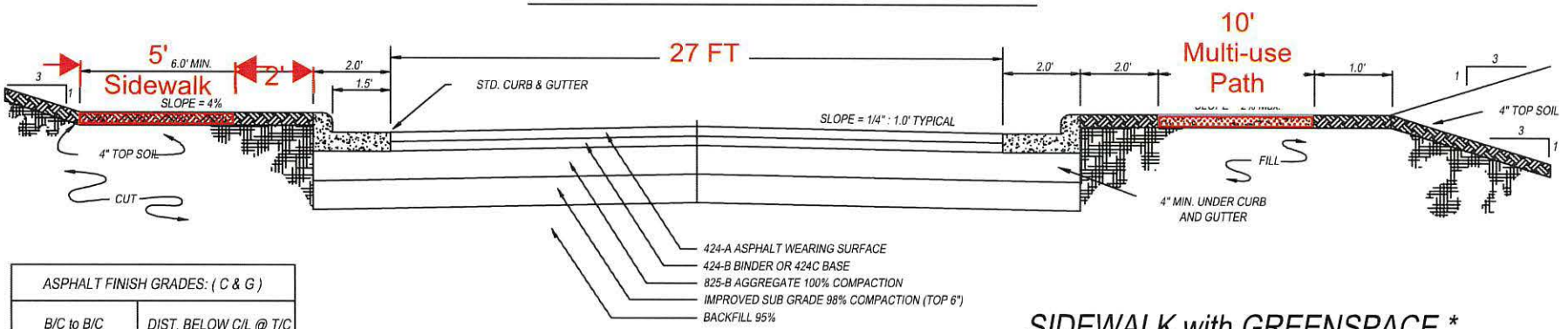
EXHIBIT D

Typical Cross Section of Boulevard

Exhibit D

Road to be built to Collector Standards

TYPICAL STREET CROSS SECTION WITH CURB/GUTTER AND SIDEWALK



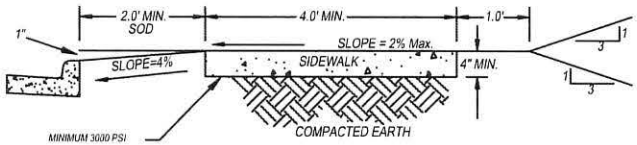
ASPHALT FINISH GRADES: (C & G)	
B/C to B/C	DIST. BELOW C/L @ T/C
26.0'	2.00"
28.0'	1.75"
31.0'	1.38"
35.0'	0.88"
40.0'	0.26"

STREET BUILDUP						
	0 TO 2,000 VPD		2,001 TO 5,000 VPD		5,001 AND GREATER	
CLASSIFICATION	ALLEY/CUL-DE-SAC LOCAL RESIDENTIAL		RESIDENTIAL COLLECTOR		COLLECTOR/ARTERIAL LOCAL COMMERCIAL	
	CLASS II		CLASS III		CLASS IV	
	FULL DEPTH	ASPHALT/BASE	FULL DEPTH	ASPHALT/BASE	FULL DEPTH	ASPHALT/BASE
WEARING SURFACE (424A)	1"	1"	2"	1"	2"	1"
BINDER (424B) OR BASE (424C)	* 4"	2"	* 5"	* 4"	* 6"	* 4"
CRUSHED AGGREGATE BASE 825B		6"		6"		* 9"

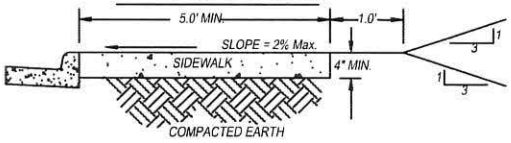
NOTES: MIXES SHALL COMPLY WITH THE LATEST EDITION OF THE ALABAMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS
* BINDER OR BASE LAYER TO BE PLACED IN TWO EQUAL LIFTS.

Pavement build-up

SIDEWALK with GREENSPACE *



5' SIDEWALK



NOTES:
1. PROVIDE 1 1/2" DEEP BY 1/8" WIDE CONTROL JOINTS EVERY 5' WITH EXPANSION JOINTS EVERY 50'. EXPANSION MATERIAL CAN BE FILTER BOARD OR A TREATED 1x4.
2. WHEN THE DISTANCE BETWEEN THE BACK OF CURB AND THE EDGE OF SIDEWALK IS LESS THAN TWO FEET, THE SIDEWALK MUST BE A MINIMUM OF FIVE FEET WIDE.
3. SIDEWALK (ACCESSIBLE ROUTE) WITH CLEAR WIDTH LESS THAN 60 INCHES SHALL PROVIDE PASSING SPACES AT INTERVALS OF 200 FEET MAXIMUM. PASSING SPACES SHALL BE COMPLIANT WITH PROWAG STANDARDS.
4. WHERE SIDEWALK ABUT INLET TOPS, #4 REBAR PLACED 12" O.C. SHALL BE PLACED 6" MIN. INTO INLET TOP AND 12" MIN. INTO SIDEWALK.
* 4 FOOT WIDTH IS ALLOWED ON LOCAL STREETS AND CUL DE SAC'S. 5 FOOT MINIMUM IS REQUIRED ON ALL ARTERIALS, COLLECTORS, LOCAL COMMERCIAL, AND RESIDENTIAL COLLECTORS.

STANDARD DETAILS: STREETS	5.00
City of Auburn	
DEPARTMENT: ENGINEERING	REVISIONS:
SCALE: N.T.S.	
DRAWN BY: GINA McCRICKARD	
CITY ENGINEER: Alison Frazier	
APPVD. BY: Alison Frazier	
IMPLEMENTED: 01-01-2022	

Page 25 of 25 Book 6908 Page 1

EXHIBIT E

Greenway Proposed Paths

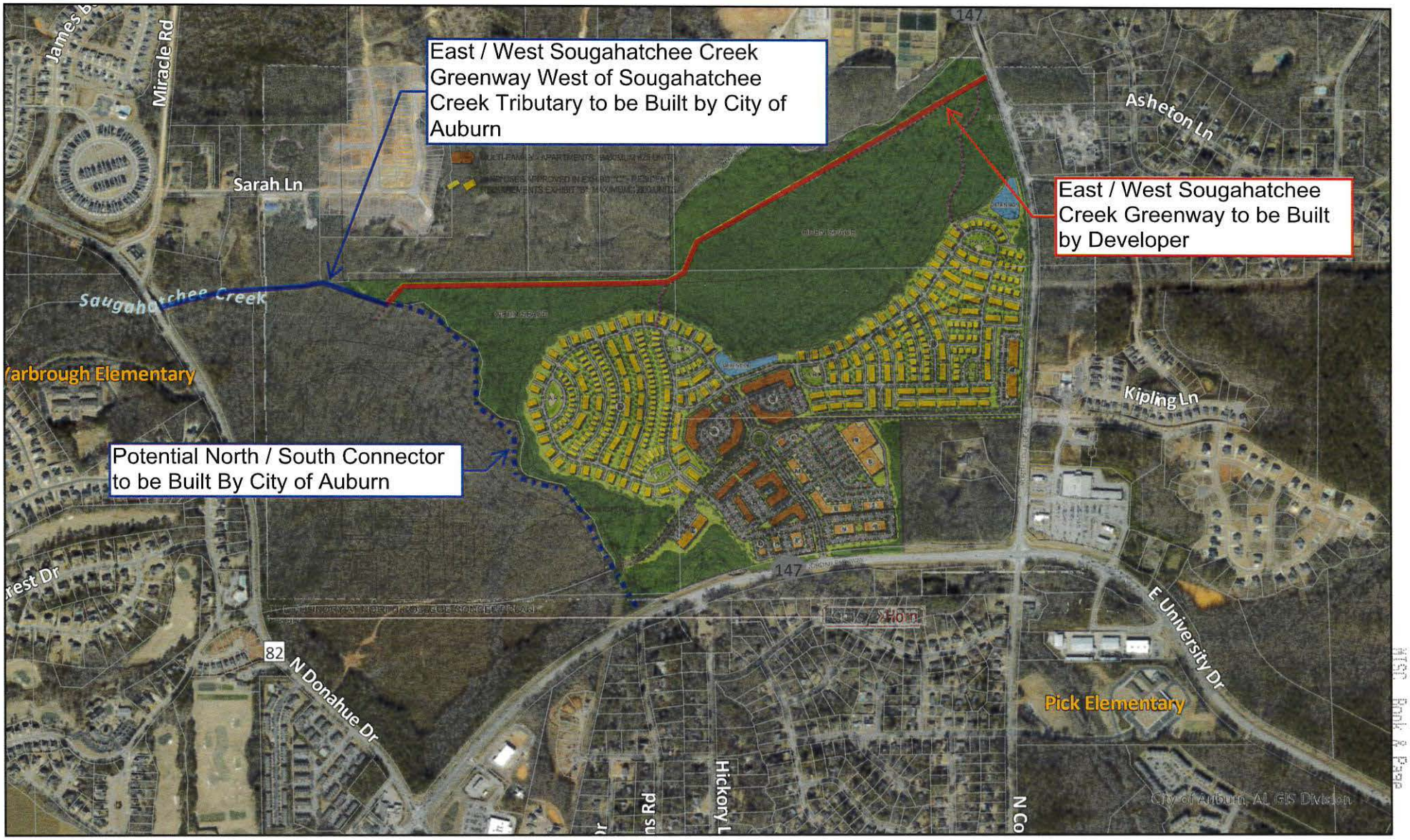
The Foundry

Master Plan

EXHIBIT "E"

Greenway Proposed Paths

AUBURN



Parcels

N

0 250 500 1,000

Feet

Development Services
01/29/2026

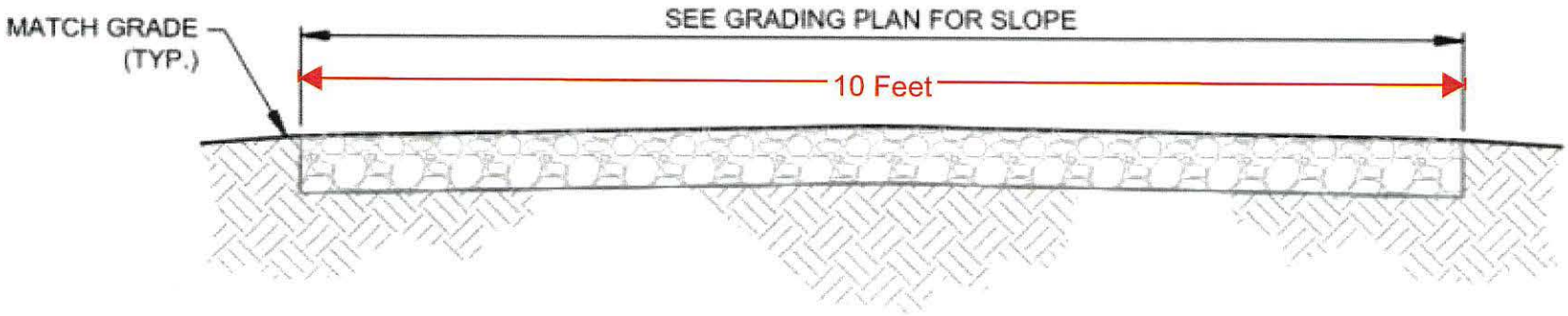
The City of Auburn, Alabama does not guarantee or warrant the accuracy of this map or any information contained herein. Information may contain errors and should be verified by an appropriately qualified, licensed and independent professional.

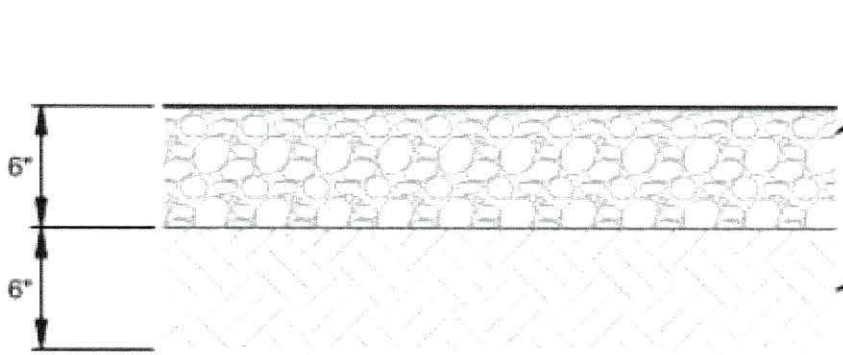
EXHIBIT F

Cross Section Greenway Trail

EXHIBIT "F"

TYPICAL TRAIL CROSS SECTION





COMPACTED DEPTH GRADED AGGREGATE SURFACE (ALDOT SECTION 825B) COMPACTED TO AT LEAST 100% MODIFIED DENSITY

Aggregate Surface Depth may vary from 2-inches (north-south trail) to 6-inches (east-west trail)

EXISTING COMPACTED SUB-GRADE TO 98% DENSITY PER COA SPECIFICATIONS.

1344 184
MISC Book & Page

RESOLUTION NO. 26-056

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

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 3rd day of March 2026.

Mayor

ATTEST:

City Manager

Agenda Item Summary

Item No. 8 c 4

Council Meeting Date	November 3, 2026
Department	Public Works
Submitted By	Dan Ballard
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:
McSweeney Auto Group
86 Peach Tower Road
Clanton, AL 35045

Description of item under consideration
Resolution authorizing the City Manager to execute a contract to purchase one (1) 2027 Chevrolet Colorado 4WD Crew Cab Truck for a price of $34,853.14. This vehicle is to be purchased under Alabama State Contract MA 240000004917. This truck will be assigned to the Operations and Facilities Division Manager to support the performance of his day-to-day job duties.

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

Is this a budgeted item?: Yes

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

THROUGH: Keith Williams, Public Services Executive Director

FROM: Daniel Ballard, Public Works Director

DATE: October 15, 2026

SUBJECT: Purchase One (1) Chevrolet Colorado 4WD Crew Cab Truck

The Public Works Department is requesting to purchase one (1) 2027 Chevrolet Colorado 4WD Crew Cab Truck. This truck will be assigned to the Operations and Facilities Division Manager to support the performance of his day-to-day job duties. This position requires frequent use of a service truck to travel to/from ongoing construction projects, meetings, and service requests, and there is currently no dedicated vehicle for this position.

The Public Works Department recommends purchasing one (1) 2027 Chevrolet Colorado 4WD Crew Cab Truck for use by the above-mentioned position within the Facilities Division. This vehicle is to be purchased under Alabama State Contract MA 240000004917.

VENDOR	**CONTRACT PRICE**
McSweeney Auto Group 86 Peach Tower Road Clanton, AL 35045	$34,853.14

In consideration of the information provided above, I recommend purchasing this equipment from McSweeney Auto Group for $34,853.14. Furthermore, I recommend approval for up to ten percent (10%) of the contract amount ($3,485.31) as contingency to be used for unforeseen conditions.

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 one (1) 2027 Chevrolet Colorado 4WD Crew Cab Truck to be used by the Operations and Facilities Division Manager; and

WHEREAS, Alabama Contract number MA240000004917 establishes the price of the 2027 Chevrolet Colorado 4WD Crew Cab Truck at $34,853.14.

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 McSweeney Auto Group to purchase one (1) 2027 Chevrolet Colorado 4WD Crew Cab Truck at a cost of $34,853.14, and further authorizes up to ten percent (10%) of the contract amount ($3,485.31) as contingency to be used for unforeseen conditions.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 3rd day of November 2026.

_____
Mayor

ATTEST:

_____
City Manager

McSweeney Auto Group
205-287-2464 | fleet@mcsweeneyauto.com

City of Auburn

Prepared For: Emily Meadows

334-501-3096

emeadows@auburnal.gov

Vehicle: [Fleet] 2027 Chevrolet Colorado (14C43) 4WD Crew Cab WT

Selected Model and Options

MODEL

CODE	MODEL	Invoice
14C43	2027 Chevrolet Colorado 4WD Crew Cab WT	

COLORS

CODE	DESCRIPTION
GAZ	Summit White

OPTIONS

CODE	DESCRIPTION	Invoice
4WT	Work Truck Preferred Equipment Group includes standard equipment	$0.00
A50	Seats, front bucket (STD)	$0.00
FE9	Emissions, Federal requirements	$0.00
G80	Differential, automatic locking rear (Included and only available with (ZL6) Advanced Trailering Package.)	Inc.
GAZ	Summit White	$0.00
GU6	Rear axle, 3.42 ratio	$0.00
H1T	Jet Black, Cloth seat trim	$0.00
JL1	Trailer brake controller, integrated (Included and only available with (Z82) Trailering Package.)	Inc.
KW5	Alternator, 220 amp (Requires (Z82) Trailering Package.)	$136.50
L4B	Engine, TurboMax (STD)	$0.00

McSweeney Auto Group
205-287-2464 | fleet@mcsweeneyauto.com

Vehicle: [Fleet] 2027 Chevrolet Colorado (14C43) 4WD Crew Cab WT (✔ Complete)

OPTIONS

CODE	DESCRIPTION	Invoice
MFC	Transmission, 8-speed automatic (STD)	$0.00
QHR	Tires, 255/65R17 all-season, blackwall (STD)	$0.00
RD6	Wheels, 17" X 8.0" (43.2 cm x 20.3 cm), Ultra Silver Metallic steel (STD)	$0.00
U1D	Trailering App (Included and only available with (ZL6) Advanced Trailering Package.)	Inc.
UKW	Blind Zone Steering Assist with Trailering (Included and only available with (ZL6) Advanced Trailering Package.)	Inc.
URL	11.3" diagonal advanced color LCD display with Google Built-In includes color touch-screen, multi-touch display, AM/FM stereo, Bluetooth streaming audio for music and most phones; featuring wireless Android Auto and Apple CarPlay capability for compatible phones, advanced voice recognition, in-vehicle apps, personalized profiles for infotainment and vehicle settings (STD) (Terms and limitations apply.)	$0.00
Z82	Trailering Package, heavy-duty includes trailer hitch and 7-pin connector (Includes (JL1) Trailer brake controller. Requires (KW5) 220 amp alternator. Included and only available with (ZL6) Advanced Trailering Package.)	Inc.
ZL6	Advanced Trailering Package (Includes (Z82) Trailering Package, (G80) Differential, automatic locking rear, (U1D) Trailering App.)	$859.95
	Options Total	**$996.45**

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 29718. Data Updated: Sep 24, 2026 7:39:00 PM UTC.

McSweeney Auto Group
205-287-2464 | fleet@mcsweeneyauto.com

Vehicle: [Fleet] 2027 Chevrolet Colorado (14C43) 4WD Crew Cab WT (✔ Complete)

Price Summary

PRICE SUMMARY

MCSWEENEY

CHEVROLET GMC WE ARE PROFESSIONAL GRADE

VIN #:

Bill To:

Year: 2027 **Trim Level:** WT

Description: 4WD Colorado WT Crew Cab **Bid:** MA240000004917

2027 4WD Colorado WT Crew Cab

Description		Invoice
Base Price (AL State Bid)	$	33,856.69
Package Upgrade	$	-
Diesel Engine Upgrade	$	-
Factory Options	$	996.45
Subtotal	$	34,853.14
Upfit	$	-
Keys / Floormats	$	-
Delivery ($2/mile)	$	-
Total Sales Price	**$**	**34,853.14**

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Data Version: 29718. Data Updated: Sep 24, 2026 7:39:00 PM UTC.

McSweeney Auto Group
205-287-2464 | fleet@mcsweeneyauto.com

Vehicle: [Fleet] 2027 Chevrolet Colorado (14C43) 4WD Crew Cab WT (✔ Complete)

Standard Equipment

Package	
	Safety Package includes (UKI) Blind Zone Steering Assist, (UFB) Rear Cross Traffic Braking and (UD7) Rear Park Assist (With (ZL6) Advanced Trailering Package, includes (UKW) Blind Zone Steering Assist with Trailering that replaces (UKI) Blind Zone Steering Assist.)
	Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKT) Front Pedestrian and Bicyclist Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam
Mechanical	
	Engine, TurboMax (STD)
	Transmission, 8-speed automatic (STD)
	Rear axle, 3.42 ratio
	Engine control, stop/start system disable button
	Engine air filtration monitor
	Push Button Start
	Automatic Stop/Start
	Transfer case, single speed electronic Autotrac with push button control
	Four wheel drive
	Battery, AGM, 800 cold-cranking amps with 80 amp hour rating, 12V
	Alternator, 170 amp (Not available with (Z82) Trailering Package.)
	Radiator Grille Shutters, automatic
	Vehicle health management, provides advanced warning of vehicle issues
	Hitch Guidance dynamic single line to aid in truck trailer alignment for hitching
	Recovery hooks, front, Black
	Frame, fully-boxed
	GVWR, 6250 lbs. (2835 kg)
	Pickup box
	Brakes, 4-wheel antilock, 4-wheel disc
	Capless fuel fill
Exterior	
	Wheels, 17" X 8.0" (43.2 cm x 20.3 cm), Ultra Silver Metallic steel (STD)
	Tires, 255/65R17 all-season, blackwall (STD)
	Tire, spare 255/65R17 all-season, blackwall

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Data Version: 29718. Data Updated: Sep 24, 2026 7:39:00 PM UTC.

McSweeney Auto Group
205-287-2464 | fleet@mcsweeneyauto.com

Vehicle: [Fleet] 2027 Chevrolet Colorado (14C43) 4WD Crew Cab WT (✔ Complete)

Exterior

Wheel, spare, 17 x 8" (43.2 cm x 20.3 cm) steel

CornerStep, rear bumper

Moldings, Black beltline

Headlamps, halogen with automatic exterior lamp control

IntelliBeam, automatic high beam on/off

Headlamp control, automatic on and off with automatic delay

Cargo box light, back of cab

Mirrors, outside heated power-adjustable

Mirror caps, molded with color

Glass, deep-tinted

Glass, solar glazing front side windows

Glass, privacy glazing rear side windows

Windshield, solar absorbing

Door handles, Black

Tailgate, remote locking, (locks and unlocks with key fob)

Tailgate handle, Black

Entertainment

11.3" diagonal advanced color LCD display with Google Built-In includes color touch-screen, multi-touch display, AM/FM stereo, Bluetooth streaming audio for music and most phones; featuring wireless Android Auto and Apple CarPlay capability for compatible phones, advanced voice recognition, in-vehicle apps, personalized profiles for infotainment and vehicle settings (STD) (Terms and limitations apply.)

Audio system feature, 6-speaker system

SiriusXM with 360L Trial Subscription. SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road. (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change.)

Wireless phone projection, for Apple CarPlay and Android Auto

5G Wi-Fi Hotspot capable

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front bucket (STD)

Seat trim, Cloth

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Vehicle: [Fleet] 2027 Chevrolet Colorado (14C43) 4WD Crew Cab WT (✔ Complete)

Interior

Seat adjuster, driver 6-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 split-folding bench with storage

Console, floor front compartment with cup holders and cell phone storage

Floor covering, color-keyed carpeting

Steering column, tilt, manual

Steering wheel, urethane

Steering wheel controls, mounted audio controls

Speedometer, miles/kilometers

Driver Information Center, 11" diagonal fully-digital display

Windows, power front, driver express down

Window, power front, passenger express down

Windows, power rear, express down

Window, rear-sliding, manual

Door locks, power

Remote Keyless Entry

Cruise control, electronic, automatic

Theft-deterrent system, unauthorized entry

Universal Home Remote

USB Ports, 2 (first row) located on console

Power outlet, 12-volt located in center console bin

Air conditioning, single-zone manual climate control

Air vents, rear

Heater, air conditioning duct, rear passenger

Defogger, rear-window electric

Handles, door release, front and rear, Jet Black

Mirror, inside rearview manual day/night

Visors, driver and front passenger vanity mirrors

Lighting, interior, center dome

Lighting, interior

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Vehicle: [Fleet] 2027 Chevrolet Colorado (14C43) 4WD Crew Cab WT (Complete)

Interior

OnStar Basics (OnStar Fleet Basics for Fleet) Drive with confidence and convenience using core OnStar services, featuring built-in voice assistance, real-time navigation, and access to audio streaming apps. With your vehicle mobile app, you can seamlessly manage your vehicle by sending commands and enjoy peace of mind knowing Automatic Crash Response can connect you to help if you're in need. (Requires (UE1) OnStar. OnStar Basics is standard for 8 years; working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. Subject to user terms. See onstar.com for details and limitations. Removed with a ship-to of Guam, Puerto Rico or the Virgin Islands.)

Safety-Mechanical

Automatic Emergency Braking

Front Pedestrian and Bicyclist Braking

Rear Cross Traffic Braking

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist

Hitch View

Safety-Exterior

Daytime Running Lamps, Halogen

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)

HD Rear Vision Camera

Rear Park Assist

Blind Zone Steering Assist (Not available with (ZL6) Advanced Trailering Package.)

Lane Keep Assist with Lane Departure Warning

Forward Collision Alert

Following Distance Indicator

LED Reflective Windshield Collision Alert

Seat Belt, Black

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Vehicle: [Fleet] 2027 Chevrolet Colorado (14C43) 4WD Crew Cab WT (✔ Complete)

Safety-Interior

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior.

Door locks, rear child security

Rear Seat Reminder

Rear Seat Belt Indicator

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu (Not available with (T4Z) Buckle To Drive.)

Tire Fill Alert provides an audible indication when tire pressure is added to a tire that is low. Aids to achieve optimal tire pressure

Tire Pressure Monitoring System (does not apply to spare tire)

WARRANTY

Warranty Note: <<< Preliminary 2027 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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Agenda Item Summary

Item No. 8 c 5

Council Meeting Date	November 3, 2026
Department	Public Works
Submitted By	Dan Ballard
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:
Southland Transportation Group
1563 Maxwell Boulevard
Montgomery, AL 36104

Description of item under consideration
Resolution authorizing the City Manager to execute a contract to purchase one (1) 2027 International HV607 SBA Truck with Asphalt Pothole Patcher body for a price of $159,197.52. The truck will be purchased under Alabama State Contract MA 230000004247, and will replace equipment number 257, a 2013 Kenworth T370 Truck with Asphalt Pothole Patcher body assigned to the Maintenance Division for use in roadway maintenance and repair operations.

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

Is this a budgeted item?: Yes

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

THROUGH: Keith Williams, Public Services Executive Director

FROM: Daniel Ballard, Public Works Director

DATE: October 15, 2026

SUBJECT: Purchase One (1) International Asphalt Patch Truck

The Public Works Department is requesting to purchase one (1) 2027 International HV607 SBA Truck with Asphalt Pothole Patcher body. This Asphalt Patch Truck will replace vehicle number 257, a 2013 Kenworth T370 Truck with Asphalt Pothole Patcher body assigned to the Maintenance Division for use in roadway maintenance and repair operations.

Equipment 257 was purchased on January 11, 2013. Truck 257 has been experiencing recurring problems with the asphalt heating system and the liquid asphalt oil pump (resulting in significant repairs and frequent repeated periods of being out of operation). Equipment number 257 will be surplused.

The Public Works Department recommends purchasing one (1) 2027 International HV607 SBA Truck with Asphalt Pothole Patcher body for use by the above referenced division. This equipment is to be purchased under Alabama State Contract MA 230000004247.

VENDOR	**CONTRACT PRICE**
Southland Transportation Group 1563 Maxwell Boulevard Montgomery, AL 36104	$159,197.52

In consideration of the information provided above, I recommend purchasing this equipment from Southland Transportation Group for $159,197.52. Furthermore, I recommend approval for up to ten percent (10%) of the contract amount ($15,919.75) as contingency to be used for unforeseen conditions.

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 one (1) 2027 International HV607 SBA Truck with Asphalt Pothole Patcher body to be used by the Public Works Department's Maintenance Division; and

WHEREAS, Alabama Contract number MA230000004247 establishes the price of the 2027 International HV607 SBA Truck with Asphalt Pothole Patcher body at $159,197.52.

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 Southland Transportation Group to purchase one (1) 2027 International HV607 SBA Truck with Asphalt Pothole Patcher body at a cost of $159,197.52 and further authorizes up to ten percent (10%) of the contract amount ($15,919.75) as contingency to be used for unforeseen conditions.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 3rd day of November 2026.

_____
Mayor

ATTEST:

_____
City Manager

HV607 SBA

Sales Proposal For:

CITY OF AUBURN

Presented By:

SOUTHLAND TRANSPORTATION GROUP

Prepared For:
CITY OF AUBURN
KEVIN CALLAHAN
171 NORTH ROSS ST
AUBURN, AL 36831-0511
(334)501 - 3097
Reference ID: HV 4x2 ProPatch

Presented By:
SOUTHLAND TRANSPORTATION GROUP
Tim Bagents
1563 MAXWELL BOULEVARD
MONTGOMERY AL 36104 -
(334)832-4102

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2027 HV607 SBA (HV607)

AXLE CONFIG:	4X2
APPLICATION:	Stake Flat
MISSION:	Requested GVWR: 33000. Calc. GVWR: 35000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 45.79% / 2.96% @ 55 MPH Calc. Geared Speed: 76.7 MPH
DIMENSION:	Wheelbase: 213.00, CA: 145.90, Axle to Frame: 61.00
ENGINE, DIESEL:	{Cummins L9 300} EPA 2024, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS+ (MFS-12E-132B)} Wide Track, I-Beam Type, 12,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends Gear Ratio: 5.38
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range H AH37 (HANKOOK), 499 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range H HDR 5 EP (CONTINENTAL), 492 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 100WL Location 1: 0001, Canyon Black (Std) Chassis schematic N/A

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
HV60700	Base Chassis, Model HV607 SBA with 213.00 Wheelbase, 145.90 CA, and 61.00 Axle to Frame.	6136/3544	9680
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8
1ANA	AXLE CONFIGURATION 4x2	0/0	0
	Notes : Pricing may change if axle configuration is changed.		
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL	63/193	256
1LLD	BUMPER, FRONT Contoured, Steel	-9/1	-8
1WGS	WHEELBASE RANGE 189" (480cm) Through and Including 256" (650cm)	351/-351	0
2AVL	AXLE, FRONT NON-DRIVING {Meritor MFS+ (MFS-12E-132B)} Wide Track, I-Beam Type, 12,000-lb Capacity	0/0	0
3ADC	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity, with Shock Absorbers	0/0	0
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
	Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6		
4722	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank	1/0	1
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	0/0	0
4EBS	AIR DRYER {Bendix AD-9} with Heater	19/9	28
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqIn	2/0	2
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake	0/7	7
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	1/0	1
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic	14/0	14
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic	0/16	16
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM	0/0	0
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	15/6	21
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail	-26/45	19
4XDP	BRAKES, FRONT {Meritor 16.5X5 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 5", 14,700-lb Capacity	-23/0	-23

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle	0/52	52
5AAA	STEERING COLUMN Stationary	0/0	0
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0
5PSA	STEERING GEAR {Sheppard M100} Power	0/0	0
6DGG	DRIVELINE SYSTEM {Dana Spicer} 1710, for 4x2/6x2	5/23	28
7BEV	AFTERTREATMENT COVER Steel, Black	11/2	13
7BLV	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Short Horizontal Tail Pipe, Frame Mounted Right Side Back of Cab	58/-3	55
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered	0/0	0
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense	0/0	0
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/ Turn	2/0	2
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud	31/22	53
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors	0/0	0
8RPR	ANTENNA for Increased Roof Clearance Applications	1/0	1
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input	3/0	3
8THB	BACK-UP ALARM Electric, 102 dBA	0/3	3
8VAY	HORN, ELECTRIC Disc Style	0/0	0
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	0/0	0
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On	0/0	0
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0
8WXB	HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position	0/0	0
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start	10/0	10
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
8XDU	BATTERY BOX Steel, with Aluminum Cover, 14" Wide, 2-3 Battery Capacity, Mounted Left Side Under Cab	-11/5	-6
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	0/0	0
8XHC	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner when Vehicle Park Brake is "NOT" Set, with Ignition "ON" or "OFF" and any Door Opened and Brake Pedal Released	0/0	0
8XHD	BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Cab Mounted	2/0	2
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord	3/0	3
8XMB	CONNECTOR, DASH, CENTER PANEL Cab Wiring for TMC RP1226 Vehicle Accessory Connector; Includes 14-pin Connector with Switched Power, Battery Power, Ignition Power, Ground & Body 250K Datalink, Connector Located Behind Instrument Panel Center Console	0/0	0
8XNY	HEADLIGHTS Halogen	0/0	0
9AAB	LOGOS EXTERIOR Model Badges	0/0	0
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0
9HAD	GRILLE Chrome	0/0	0
9WBM	FRONT END Tilting, Fiberglass, with Three Piece Construction, Sloped Front	-65/-5	-70
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
	Includes : PAINT SCHEMATIC ID LETTERS "WL"		
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
10AGB	CONNECTED PLATFORM Includes Connectivity Module and Five Year Data Plan	1/0	1
10SLV	PROMOTIONAL PACKAGE Government Silver Package	0/0	0
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.	0/0	0
	Notes : CANNOT BE REGISTERED IN CA. For vehicles that will be registered in States other than CA.		
11001	CLUTCH Omit Item (Clutch & Control)	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12EYW	ENGINE, DIESEL {Cummins L9 300} EPA 2024, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)	557/7	564
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed	0/0	0
	Includes : FAN Nylon		
12UAW	RADIATOR Aluminum, 2-Row, Cross Flow, Over Under System, 1045 SqIn Louvered, with 373 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler	4/-7	-3
	Includes : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber		
12VBR	AIR CLEANER with Service Protection Element	10/0	10
12VKL	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2026	0/0	0
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood	0/0	0
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations	0/0	0
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines	0/0	0
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty	0/0	0
13BDR	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway	230/53	283
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	1/0	1
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223	0/0	0
13WVW	NEUTRAL AT STOP OMIT	0/0	0
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming	0/0	0
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	0/0	0
14051	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends . Gear Ratio: 5.38	0/215	215

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
14VAH	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs	0/90	90
15LNR	FUEL/WATER SEPARATOR {Racor 400 Series} with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine	0/0	0
15SXJ	FUEL TANK Top Draw, Non-Polished Aluminum, 24" Dia, 50 US Gal (189L), Mounted Left Side, Under Cab	31/3	34
15WCN	DEF TANK 5 US Gal (19L) Capacity, Frame Mounted Outside Left Rail, Under Cab	2/15	17
16030	CAB Conventional, Day Cab	0/0	0
16BAM	AIR CONDITIONER with Integral Heater and Defroster	0/0	0
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer	0/0	0
	Includes : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/ Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)		
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16KZW	SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Angle Back Adjust	0/0	0
16SMH	SEAT, TWO-MAN PASSENGER {National} Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, with Under Seat Storage Compartment	54/16	70
16SNL	MIRRORS (2) C-Loop, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width	0/0	0
	Notes : Mirror Dimensions are Rounded to the Nearest 0.5"		
16VCC	SEAT BELT All Orange; 1 to 3	0/0	0
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	0/0	0
	Includes : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap		
16VLV	MONITOR, TIRE PRESSURE Omit	-10/-1	-11
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	0/0	0
16WSK	CAB REAR SUSPENSION Air Bag Type	0/0	0
16XJN	INSTRUMENT PANEL Flat Panel	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0
27DUW	WHEELS, FRONT {Accuride 51408} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	-10/0	-10
28DUW	WHEELS, REAR {Accuride 51408} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/-20	-20
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches	0/0	0
60AKG	BDY INTG, PTO ACCOMMODATION for (3) Latched Rocker Switches, (1) PTO Switch, (2) Generic Switches to Control (3) 30 amp relays, with Programmable Interlocks, for Body Builder Hook up in the Engine Compartment Left Side, Recommended for Automatic Transmissions	0/0	0
7382135457	(4) TIRE, REAR 11R22.5 Load Range H HDR 5 EP (CONTINENTAL), 492 rev/mile, 75 MPH, Drive	0/24	24
7382135809	(2) TIRE, FRONT 11R22.5 Load Range H AH37 (HANKOOK), 499 rev/mile, 75 MPH, All-Position	0/0	0
OBD001	AUTOMATIC CLIMATE CONTROL Automatic Climate Control - Omit	0/0	0
	Services Section:		
40128	WARRANTY Standard for HV507/HV509, HV50B, HV607/HV609 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	0/0	0
40RBG	SERVICES, TOWING {International} Service Call to 24-Month/Unlimited Mileage to the Nearest Navistar Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; $550 (USA) Maximum Benefit per Incident	0/0	0
40XYL	SRV CONTRACT, EXT HTR/AC SYS {International Prepackaged Components} To 60-Month/100,000 Miles (160,000 km)	0/0	0
40XZV	SRV CONTRACT, EXT STARTER/ALT {International Prepackaged Components} Covers Starter and Alternator Only, To 60-Month/100,000 Miles (160,000 km)	0/0	0
40YZL	SRV CONT, EXT CUMMINS ENG/AFTR {Cummins} To 60-Month/100,000 Miles (160,000 km), Extended Cummins L9 Engine Coverage, Protection Plan 1 and Aftertreatment, (Truck Application Only)	0/0	0
	Total Component Weight:	**7472/3964** (lbs)	**11436** (lbs)
1	Asphalt Pothole Patcher: Model TCM 425-100DHER	0/0	0
	Total Body Allied:	**0/0** (lbs)	**0** (lbs)
	Fire Extinguisher and Tri-Kit	0/0	0
	Total Goods Purchased:	**0/0**	**0**

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

Financial Summary
2027 HV607 SBA (HV607)

(US DOLLAR)

Description	Price
Net Sales Price:	$259,993.37

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

State of Alabama
Master Agreement Number: 230000004247
Southland Transportation Group
Proposal #5279-01

Code #9 Base Unit - $100,795.52

Code #16 Additional Options $159,197.85
Upgrade Interior Features
Upgrade Electrical Options
Upgrade Exterior Features and Options
Upgrade Safety Features
Upgrade WB and AF Dimensions
Upgrade Exhaust System
Upgrade Extended Service Contracts
Upgrade Pro-Patch Pothole Patcher

Grand Total: Combined Lines (Code #9 + Code #16) - $259,993.37

Approved by Seller:

Official Title and Date

Authorized Signature

Accepted by Purchaser:

Firm or Business Name

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

If you haven't added a planned maintenance service contract to your proposal yet, please get in touch with your local dealer, International or IC Bus Sales Representative to learn more about the benefits when ordering together with the vehicle.

International® Financial offers loans, a full line up of lease options, and can establish a line of credit for use towards the purchase of International and IC Bus vehicles. Ask your dealer, International® or IC Bus® Sales Representative about completing an International Financial credit application and any promotional offers that may be available. International Financial services are provided by Navistar Financial Corporation.

The TOPS FET Calculation is an estimate for reference purposes only. The seller is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described here in are International Motors, LLC* standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

International Motors, LLC d/b/a International Motors USA LLC in Illinois and Ohio.


257
AUBURN
ALABAMA
Pro Patch
Pot-Hole Patcher
CAUTION
DANGER
WARNING


18006 MU
DANGER
257
WARNING


Pro Patch
Pot-Hole Patcher
AUBURN
ALABAMA
257

Agenda Item Summary

Item No. 8 c 6

Council Meeting Date	November 3, 2026
Department	Public Works
Submitted By	Dan Ballard
Agenda Section	Consent

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

Thompson Tractor Company
508 Columbus Pkwy
Opelika, AL 36801

Description of item under consideration

Resolution authorizing the City Manager to execute a contract to purchase one (1) 2026 Cat Backhoe with attachments (front and rear buckets) for a price of $150,414.21. This equipment is to be purchased under Alabama State Contract MA 240000004861, and will replace equipment number 713, a 2005 Caterpillar 420 Backhoe assigned to the Construction Division for use in a variety of maintenance and construction activities.

Why is Council action needed?

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

Is this a budgeted item?: Yes

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

THROUGH: Keith Williams, Public Services Executive Director

FROM: Daniel Ballard, Public Works Director

DATE: October 15, 2026

SUBJECT: Purchase One (1) Cat 420 Backhoe

The Public Works Department is requesting to purchase one (1) 2026 Cat Backhoe with attachments (front and rear buckets). This backhoe will replace equipment number 713, a 2005 Caterpillar 420 Backhoe assigned to the Construction Division for use in a variety of maintenance and construction activities.

Equipment 713 was purchased on February 8, 2005, and is not currently operational due to numerous irreparable issues with the hydraulic system. Equipment number 713 will be surplused.

The Public Works Department recommends purchasing one (1) 2026 Cat Backhoe with attachments for use by the above referenced division. This equipment is to be purchased under Alabama State Contract MA 240000004861.

VENDOR	**CONTRACT PRICE**
Thompson Tractor Company, Inc. 2401 Pinson Valley Parkway Birmingham, AL 35217	$150,414.21

In consideration of the information provided above, I recommend purchasing this equipment from Thompson Tractor Company, Inc. for $150,414.21. Furthermore, I recommend approval for up to ten percent (10%) of the contract amount ($15,041.42) as contingency to be used for unforeseen conditions.

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 one (1) 2026 Cat Backhoe with attachments to be used by the Public Works Department's Construction Division; and

WHEREAS, Alabama Contract number MA240000004861 establishes the price of the 2026 Cat Backhoe with attachments at $150,414.21.

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 Thompson Tractor Company, Inc. to purchase one (1) 2026 Cat Backhoe with attachments at a cost of $150,414.21 and further authorizes up to ten percent (10%) of the contract amount ($15,041.42) as contingency to be used for unforeseen conditions.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 3rd day of November 2026.

_____
Mayor

ATTEST:

_____
City Manager

Thompson CAT

PROPOSAL/EQUIPMENT ORDER

Print Date:	10/8/2026
Quote No.:	4973410374-2
Customer No:	0489000
Valid Until:	11/5/2026
PO:	
Salesman:	Joel D Freeman
Phone:	334-749-3359

PURCHASER

CITY OF AUBURN
161 N. ROSS ST
AUBURN AL 36830

SHIP TO

CITY OF AUBURN
161 N. ROSS ST
AUBURN AL 36830

Caterpillar 420 SN: H8T07973 EQN276961 $150,414.21

ONE NEW 2026 CAT 420 CAB BACKHOE

EQUIPPED WITH:
STICK, EXTENDABLE, 14FT
PT, 4WD/2WS, POWERSHIFT
ENGINE, 74.5KW, C3.6 DITA, T4F
HYDRAULICS, MP, 6FCN/8BNK, ST
DELUXE CAB, WORKLIGHTS (8) LED LAMPS, DELUXE FABRC SEAT
AIR CONDITIONER, PRODUCT LINK
TIRES, 12.5 80/19.5L-24, GY, 1015 LBS COUNTERWEIGHT
FLIP-OVER STABILIZER PADS
FRONT MULTIPURPOSE BUCKET W/ FLIP OVER FORKS
24" REAR BUCKET WITH TEETH
RIDE CONTROL, RADIO, PLATE GROUP - BOOM WEAR

6 MONTHS TRUCK USE COVERAGE ON WARRANTY REPAIRS
1 YEAR FULL MACHINE WARRANTY
5 YEARS OR 7,500 HOURS (WHICHEVER OCCURS 1ST) EPTW/HYD/TECH WARRANTY

*** PURCHASED THROUGH STATE CONTRACT MA240000004861***

NET CASH DUE UPON RECEIPT OF INVOICE

Sales Subtotal	150,414.21
Tax Subtotal	0.00
Total	150,414.21

Prices, Taxes and Availability are subject to change

The Equipment purchased hereunder will be delivered to Purchaser at _____ as soon as available from Seller's stock or from the factory, subject to normal delivery scheduling, and the Sales Price includes normal delivery charge, unless the following sentence applies: ☐ (Mark box if applicable.)

Delivery will be f.o.b. Seller's address above unless Purchaser's address is shown in in the preceding sentence and a separate delivery charge is shown above. Delivery dates are approximate and subject to change. Seller will not be liable for any delays in delivery due to any cause whatsoever beyond Seller's direct control.

This Order consists of two pages. Purchaser agrees to purchase the equipment described above on the Terms and Conditions set forth above and on the back of this page or the accompanying page.

Signature: _____ Date: _____ TTCO: _____

TERMS AND CONDITIONS

1. EXECUTION OF OTHER DOCUMENTS. If the full amount of the purchase price is not paid in cash, when the equipment necessary to fill this order is available, Purchaser agrees on demand to execute and deliver to Seller such promissory notes, security agreements, financing statements, equipment leases, and other documents as Seller may require evidencing and securing the Total Balance shown above. In the event Purchaser fails to execute and deliver such documents, the entire Net Balance Due shall, at Seller's election, be immediately due and payable, together with interest as provided below from the date demand is made by Seller.

2. RISK OF LOSS; INSURANCE. The equipment shall at all times after delivery to Purchaser, Purchaser's agent, or a transportation company for delivery to Purchaser, whichever first occurs, be the sole responsibility of Purchaser, and all risk of loss or damage to the equipment or any part thereof from any cause whatsoever shall be borne by Purchaser, and shall not operate to extinguish or diminish the liability of Purchaser to Seller. Unless Purchaser pays Seller cash on or prior to delivery, Purchaser shall procure, and furnish to Seller, evidence of insurance showing the existence of valid and collectible insurance insuring the equipment against loss from fire, theft, collision and comprehensive coverage in an amount not less than the Net Balance Due or Amount to be Financed shown above, with loss thereunder payable to Seller, as loss payee, as its interest may appear. If the equipment is leased by Purchaser, Purchaser shall also furnish evidence of liability insurance satisfactory to Seller in its sole discretion. Purchaser may furnish the required insurance through an existing policy or through an insurance agent selected by Purchaser. Seller may refuse to accept any insurance offered by Purchaser for reasonable cause.

3. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. Purchaser understands and agrees that Seller is not the manufacturer of the equipment described in this order. Seller makes no representation or warranty against latent or patent defects in material or workmanship, no warranty of capacity or performance, and no warranty that the equipment will meet the requirements of any law, regulation, specification or contract term that provides for or requires specific machinery or apparatus or specific capacity or methods of operation. New Caterpillar products are sold subject to the terms of the applicable Caterpillar warranty. Purchaser hereby acknowledges receipt of any applicable Caterpillar warranty or warranties identified on this order. Seller assumes no responsibility for such warranties.
Seller will cooperate with Purchaser in seeking to obtain adjustment from the manufacturer for any breach of the manufacturer's warranty. Unless otherwise provided in a writing signed by Seller, any transportation, travel and other expenses will be for Purchaser's account. In no event will Seller have any obligation on account of any defect or defects in the equipment, or of any failure of the equipment to operate as warranted, or for any loss or damage to or caused by the equipment.
With respect to equipment described herein as "used" or "other", Purchaser agrees that all such equipment is sold "AS IS" and with all faults or defects except as otherwise expressly provided in any express warranty specifically set forth hereon or contained in a separate writing signed by Seller.
The forgoing provisions are in lieu of all other warranties, express or implied. SELLER HEREBY DISCLAIMS, AND PURCHASER HEREBY WAIVES, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY OTHER WARRANTY OR OBLIGATION OF SELLER TO PURCHASER ON ACCOUNT OF ANY DEFECT IN ORANY FAILURE OR INSUFFICIENCY OF THE EQUIPMENT. In no event will Seller be liable for any especial or consequential damages sustained by Purchaser, even if Seller had reason to know of them.
Purchaser expressly agrees that Seller and its officers, agents, affiliates and employees shall not be liable in tort -- whether on claims of negligence, wantonness, fraud, misrepresentation, suppression, strict liability, or other theory of tort liability -- for any action or failure to act in connection with the making of this order or negotiations leading up to it, or the repair or operation of the equipment. Purchaser agrees that it is the intent of the parties to absolve Seller, its officers, agents, affiliates, and employees, from all liability in tort, and that Purchaser's sole and exclusive remedy against Seller, its officers, agents, affiliates, and employees, shall be in contract under this order or under the express warranties, if any, made by Seller under this order or in a separate writing signed by Seller.

4. PRODUCT IMPROVEMENTS; REPAIRS OF DAMAGE. Purchaser acknowledges that the equipment delivered pursuant to this order may have been modified by Seller at the manufacturer's direction or request to update or improve the equipment after it left the manufacturer's plant and that Seller may have repainted or repaired damage to the equipment suffered in demonstration, transit or storage. Purchaser consents to such modifications, repairs, or repainting and waives any further notice or disclosure thereof.

5. SELLER'S RESERVATION OF TITLE. Seller hereby retains title to all equipment described hereon until the Total Time Pay Balance shown hereon is paid in full or, in the case of a cash sale paid by check or a sale on account, until Seller receives full payment of the Net Balance Due in collected funds. All payments under this order shall be made in United States dollars and immediately available funds. If Purchaser defaults on any payment, the unpaid balance of the Total Time Pay Balance shall be immediately due and payable, at Seller's election. If Seller does not receive collected funds or is not paid in full when due. Seller may repossess the equipment, sell it at public or private sale or accept it in satisfaction of the unpaid debt (at Seller's election), and exercise all rights and remedies of a secured party following default by its debtor. A copy of this order may be filed as a financing statement.

6. INTEREST AFTER DEFAULT. After default by Purchaser in the payment of any sum owed by Purchaser under this order, such sum shall accrue interest daily, payable on demand, at the per annum rate that is 2% in excess of the highest prime rate published in The Wall Street Journal on the date of default, such rate to increase or decrease in like amount each time the prime rate changes until such sum is paid in full.

7. COLLECTION COSTS. Purchaser agrees to pay all expenses, including reasonable attorney's fees, incurred by Seller in enforcing this order or collecting any sum owed by Purchaser hereunder following default by Purchaser.

8. ARBITRATION OF DISPUTES. Purchaser and Seller acknowledge and agree that the transaction between them involves "commerce" as that term is used in the Federal Arbitration Act. Purchaser and Seller agree that all disputes, controversies or claims of any kind whatsoever arising out of or related to this order, the equipment, the transactions evidenced or contemplated by this order, any prior negotiations or dealings between them, or any maintenance or service performed by Seller on the equipment or on any other related or unrelated property before or after the date of this order, or arising out of or related to any relationship resulting from any of the foregoing, whether based in tort, contract, warranty, or statutory or strict liability, shall be submitted to binding arbitration held in Birmingham, Alabama in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall determine whether the dispute is subject to arbitration. Judgment on the arbitrator's award may be entered by any court of competent jurisdiction. The arbitration shall be conducted by a sole arbitrator who shall be well versed in the sale and financing of equipment of the type involved in the dispute and shall, at the election of either party, be an attorney at law who has been licensed to practice at least 10 years. The arbitrator may not award, punitive, consequential or special damages. The foregoing does not affect the right of either party to seek a judgment in court against the other on a contract claim for breach of an express covenant to pay money and for interest and costs of collection, or to exercise any right of offset or self-help repossession, or to seek a court order for possession of personal property, or to seek an injunction or other purely equitable remedy other than a stay of arbitration. The parties agree that the commencement of litigation by either of them pursuant to the preceding sentence or otherwise shall not operate as a waiver or estoppel of the right to arbitrate any counterclaim or other similar claim, and that upon the giving of a notice of arbitration of the counterclaim or similar claim by any party hereto, the litigation of the counterclaim shall be stayed and the counterclaim shall be submitted to binding arbitration hereunder. The parties hereby waive the right to trial by jury of all disputes, controversies and claims which they have hereby agreed to resolve by arbitration whether or not the dispute, claim or controversy is submitted to arbitration or is decided by a court.

9. NO ADDITIONAL OR DIFFERENT TERMS. If Purchaser has sent or hereafter sends Seller a purchase order, order acknowledgement, or other writing that states terms additional to or different from those contained in this order, any acceptance of this order by Seller is expressly made conditional on Purchaser's acceptance of the terms and conditions of this order, and Seller hereby gives notification of its objection to any additional or different terms proposed by Purchaser.

10. Notice of Thompson Tractor Co., Inc. and Caterpillar, Inc. Customer Data and Telematics

Data Privacy Statements Customer Data

We collect information about specific machines or products (e.g., configuration or consumption of parts and services by serial number) or groups of machines or products and customer information allows for identifying and contacting a customer such as name, address, phone number and email address.

Telematics Data

In the event this machine is equipped with telematics devices such as VisionLink, data concerning this machine, its condition, and its operation is being collected and transmitted to Caterpillar Inc., its affiliates, and or Thompson Tractor Co., Inc.
https://digitalauthorizationtool.cat.com/

Thompson Tractor Co., Inc. recognizes and respects customer privacy. The Thompson Tractor Co., Inc. Customer Data Privacy Statement and the Telematics Data Privacy Statement (the "Privacy Statement") describe the categories of information collected, the purposes of the processing of the information, and how the information is shared. The Privacy Statements are available online at www.thompsontractor.com.

Initial: _____




420D
713
Bobcat



Agenda Item Summary

Item No. 8 c 7

Council Meeting Date	November 3, 2026
Department	Environmental Services
Submitted By	Catrina Cook
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:
Toter, LLC
841 Meacham Road
Statesville, NC 28677

Description of item under consideration
Resolution authorizing the purchase of 1,248 ninety-six gallon roll-out garbage carts under Sourcewell Contract Number 120324-TOT vendor Toter, LLC and the contract price of $89,706. The carts will be used as replacements for those that are damaged beyond repair and new residences. The carts will be used for household garbage collection by the Solid Waste Division.

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: Catrina W. Cook, Environmental Services Director

DATE: October 23, 2026

SUBJECT: Ninety-Six Gallon Roll Out Garbage Carts

I am recommending the purchase of 1,248 ninety-six gallon roll-out garbage carts. The vendor and price are established under Sourcewell Contract Number 120324-TOT as follows:

VENDOR	**CONTRACT PRICE**
Toter, LLC 841 Meacham Road Statesville, NC 28677	$89,706.00

The carts will be used as replacements for those that are damaged beyond repair and new residences. The carts will be used for household garbage collection by the Solid Waste Division.

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 1,248 ninety-six gallon roll-out carts to be used by the Solid Waste Division of the Environmental Services Department; and

WHEREAS, Sourcewell contract number 120324-TOT establishes the price of the roll-out carts at $89,706 through Toter, LLC.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama, does hereby authorize the City Manager to execute a contract with Toter, LLC to purchase 1,248 ninety-six gallon roll-out carts at the total price of $89,706.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 3rd day of November 2026.

_____
Mayor

ATTEST:

_____
City Manager

Toter®

Sourcewell Awarded Contract

Contract # 120324-TOT

841 Meacham Rd, Statesville, NC, 28677
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10399856

Sell To:

Contact Name	LaKen Reese	Ship To Name	City of Auburn AL
Bill To Name	City of Auburn AL	Ship To	4277 Wire Rd Ste 100 Auburn, AL 36832 USA
Bill To	4277 Wire Rd Ste 100 Auburn, AL 36832 USA	Quick Ship	☐
Email	lreese@auburnalabama.org		
Phone	(334) 501-3097		

Quote Information

Salesperson	Steve Swanson	Expiration Date	10/27/2026
Salesperson Email	sswanson@wastequip.com	Quote Number	WQ-10399856 Please Reference Quote Number on all Purchase Orders

Product	Product Description	Product Notes	Selected Option	Quantity	Sales Price	Total Price
**Plastics - 79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart		---Body Color - (940) Green ---Lid Color - (940) Green ---Body Hot Stamp on Both Sides (Existing) in (Not provided) ---Lid Hot Stamp Insert - Read from Street (Existing) in (Not provided) ---Wheels - 10in Snap-on ---Customer Serial Number Hot Stamped on Front of Cart Body in White ---Ultra High Frequency RFID Tag ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed	1,248.00	$67.25	$83,928.00
99 Plastics-Op-Die-Body	---One Time Die Charge for New Body Hot Stamp	New BHS logo		1.00	$300.00	$300.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	$84,228.00
Shipping Terms	FOB Origin	Shipping	$5,478.00
		Tax	$0.00
		Grand Total	$89,706.00

Additional Information

Additional Terms: Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you accept this Quote and expressly agree to the Wastequip Terms & Conditions of Sale ("Wastequip's Terms") as of the date set forth in Section 1(b) of the Wastequip Terms, and no other terms. The Wastequip Terms are located at: https://www.wastequip.com/terms-conditions-sale, and

841 Meacham Rd, Statesville, NC, 28677
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10399856

Sourcewell Awarded Contract
Contract # 120324-TOT

	are made a part of this Quote and any subsequent Purchase Order(s). The Wastequip Terms may be updated from time to time and are available by hard copy upon request. Any changes or deviations to the terms of this Quote, including any proposed or different terms in a Purchase Order submitted by you, are not effective and are rejected by Wastequip unless expressly agreed upon in writing by you and Wastequip.
Additional Information	Pricing is based on your acceptance prior to the expiration of this Quote. Any differences to this Quote, including product specifications, quantities, and timing, may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us, regardless of whether such increase is due to any factor within or beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change. Pursuant to California Section 26275 of the Health and Safety Code, certain trash receptacles and storage containers must be marked with reflectors. Customers must disclose if such receptacles and containers are intended for use in California – if not disclosed, the receptacles and containers are not intended for use in California.
Special Contract Information	Sourcewell – Pricing and Products/Services offerings are based on the Sourcewell Co-Operative Contract with Toter, LLC (#120324-TOT, eff. 4/4/2025), and such Contract terms and conditions are incorporated herein by reference. Pricing and Products/Services changes may occur at any time with proper documentation, and subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability and Remedies, and Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

Agenda Item Summary

Item No. 8 c 8

Council Meeting Date	November 3, 2026
Department	Environmental Services
Submitted By	Catrina Cook
Agenda Section	Consent

Name and address of person(s) or business(es) this item affects:
Toter, LLC
841 Meacham Road
Statesville, NC 28677

Description of item under consideration
Resolution authorizing the purchase of 1,248 ninety-six gallon roll-out recycling carts under Sourcewell Contract Number 120324-TOT for $97,705.20. Purchase will be reimbursed by ADEM's Alabama Recycling Fund Grant.

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

Is this a budgeted item?: Yes

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

THROUGH: Keith Williams, Public Services Executive Director

FROM: Catrina W. Cook, Environmental Services Director

DATE: October 23, 2026

SUBJECT: Ninety-Six Gallon Roll Out Recycling Carts

I am recommending the purchase of 1,248 ninety-six gallon roll-out recycling carts. The vendor and price are established under Sourcewell Contract Number 120324-TOT as follows:

VENDOR	**CONTRACT PRICE**
Toter, LLC 841 Meacham Road Statesville, NC 28677	$97,705.20

The carts will be utilized to replace carts that are damaged beyond repair and to provide carts for newly established residential accounts. These carts will support households participating in the City's residential recycling collection program administered by the Recycling Division.

The purchase will be reimbursed to the City by the Alabama Department of Environmental Management (ADEM) through the Alabama Recycling Fund Grant, pursuant to the grant agreement previously approved by City Council.

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 1,248 ninety-six gallon roll-out carts to be used by the Recycling Division of the Environmental Services Department; and

WHEREAS, Sourcewell contract number 041521-TOT establishes the price of the roll-out carts at $97,705.20 through Toter, LLC.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama, does hereby authorize the City Manager to execute a contract with Toter, LLC to purchase 1,248 ninety-six gallon roll-out carts at the total price of $97,705.20.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 3rd day of November 2026.

_____
Mayor

ATTEST:

_____
City Manager

Toter®

Sourcewell
Awarded Contract
Contract # 120324-TOT

841 Meacham Rd, Statesville, NC, 28677
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10394913

Sell To:

Bill To Name	City of Auburn AL	Ship To Name	City of Auburn AL
Bill To	4277 Wire Rd Ste 100 Auburn, AL 36832 USA	Ship To	4277 Wire Rd Ste 100 Auburn, AL 36832 USA
Email	qbyrd@auburnalabama.org	Quick Ship	☐
Phone	334.501.3085		

Quote Information

Salesperson	Steve Swanson	Expiration Date	10/21/2026
Salesperson Email	sswanson@wastequip.com	Quote Number	WQ-10394913 Please Reference Quote Number on all Purchase Orders

Product	Product Description	Product Notes	Selected Option	Quantity	Sales Price	Total Price
**Plastics - 79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	BHS: 8453, LHS: S6486 (D), IML: M1144(H)	---Body Color - (705) Blue ---Lid Color - (705) Blue ---Body Hot Stamp on Both Sides (Existing) in (Not provided) ---Lid Hot Stamp Insert - Read from Street (Existing) in (Not provided) ---Lid Graphic (IML) Position - Center of Lid, Read from Street Number of Col ---Wheels - 10in Snap-on ---Customer Serial Number Hot Stamped on Front of Cart Body in White ---Ultra High Frequency RFID Tag ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed	1,248.00	$73.90	$92,227.20

Payment Terms	Net 30 Days if credit has been established	Subtotal	$92,227.20
Shipping Terms	FOB Origin	Shipping	$5,478.00
		Tax	$0.00
		Grand Total	$97,705.20

Additional Information

Additional Terms

Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you accept this Quote and expressly agree to the Wastequip Terms & Conditions of Sale (“Wastequip’s Terms”) as of the date set forth in Section 1(b) of the Wastequip Terms, and no other terms. The Wastequip Terms are located at: https://www.wastequip.com/terms-conditions-sale, and are made a part of this Quote and any subsequent Purchase Order(s). The Wastequip Terms may be updated from time to time and are available by hard copy upon request.
Any changes or deviations to the terms of this Quote, including any proposed or different terms in a Purchase Order

841 Meacham Rd, Statesville, NC, 28677
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10394913

Sourcewell Awarded Contract
Contract # 120324-TOT

	submitted by you, are not effective and are rejected by Wastequip unless expressly agreed upon in writing by you and Wastequip.
Additional Information	Pricing is based on your acceptance prior to the expiration of this Quote. Any differences to this Quote, including product specifications, quantities, and timing, may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us, regardless of whether such increase is due to any factor within or beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change. Pursuant to California Section 26275 of the Health and Safety Code, certain trash receptacles and storage containers must be marked with reflectors. Customers must disclose if such receptacles and containers are intended for use in California – if not disclosed, the receptacles and containers are not intended for use in California.
Special Contract Information	Sourcewell – Pricing and Products/Services offerings are based on the Sourcewell Co-Operative Contract with Toter, LLC (#120324-TOT, eff. 4/4/2025), and such Contract terms and conditions are incorporated herein by reference. Pricing and Products/Services changes may occur at any time with proper documentation, and subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability and Remedies, and Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

Agenda Item Summary

Item No. 8 d 1

Council Meeting Date	November 3, 2026
Department	Office of the City Manager
Submitted By	Megan McGowen
Agenda Section	Consent

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

Description of item under consideration
Resolution appointing one (1) individual to the Parks and Recreation Advisory Board for a term of office beginning December 1, 2026, and ending November 30, 2030.

Why is Council action needed?
Council appoints members of the Parks and Recreation Advisory Board per Section 2-96(a) of the Auburn City Code.

Is this a budgeted item?: N/A

Resolution No. _____

BE IT RESOLVED by the City Council of the City of Auburn, Alabama, in accordance with the provisions of Section 2-96(a) of the Code of the City of Auburn, that _____ is hereby appointed a member of the **Parks and Recreation Advisory Board** for a term of office beginning December 1, 2026, and ending November 30, 2030.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 3rd day of November 2026**.**

_____
Mayor

ATTEST:

_____
City Manager

Agenda Item Summary

Item No. 8 d 2

Council Meeting Date	November 3, 2026
Department	Office of the City Manager
Submitted By	Megan Crouch
Agenda Section	Consent

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

Description of item under consideration
Resolution appointing three (3) individuals to the Tree Commission for terms beginning November 8, 2026, and ending November 7, 2029.

Why is Council action needed?
Members of the Tree Commission are appointed by the City Council per Section 2-111 of the Auburn City Code.

Is this a budgeted item?: N/A

RESOLUTION NO._____

BE IT RESOLVED by the City Council of the City of Auburn, Alabama, in accordance with Section 2-111 of the Auburn City Code that _____, _____ and _____ are hereby appointed members of the **Auburn Tree Commission** for terms of office beginning November 8, 2026, and ending November 7, 2029.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 3rd day of November 2026.

_____
Mayor

ATTEST:

_____
City Manager

Agenda Item Summary

Item No. 9 a

Council Meeting Date	November 3, 2026
Department	Engineering Services
Submitted By	Michael Griffin
Agenda Section	Ordinances

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

Description of item under consideration
Ordinance establishing four-way stop signs at all approaches to the intersection of Hemlock Drive and West Glenn Avenue. Staff reviewed the intersection following concerns from citizens about the sight distance of both the north and south-bound entrances to the intersection on Hemlock Drive and determined that the all-way stop control is justified based upon the Department of Transportation's Manual on Uniform Traffic Control Devices, 11th Edition All-Way Stop Control Warrant E factor, found in Section 2B.17. Warrant E allows all-way stop signs to be installed at an intersection when an engineering study shows they are needed due to unique conditions not covered by other all-way stop warrants.

Why is Council action needed?
City Council must approve traffic control signals by ordinance per Chapter 22 of the City Code. Section 2-4 of the City Code and Section 11-43A-24 of the Code of Alabama requires unanimous consent of the City Council to pass an ordinance at the same meeting at which it is introduced.

Is this a budgeted item?: Yes

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE #1499 TO RATIFY, CONFIRM, AND ESTABLISH TRAFFIC CONTROL SIGNS AND DEVICES WITHIN THE CITY OF AUBURN.

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

Section 1. That the following traffic control devices and signs are hereby ratified, confirmed and established within the City of Auburn at locations as designated on that certain map or plat identified and attached hereto and made a part of reference:

To establish and set four (4) traffic control signs at the intersection of Hemlock Drive and West Glenn Avenue to establish a four-way stop control scenario at the intersection. This will enable the City to install:

Two (2) stop signs on West Glenn Avenue at Hemlock Drive.
Two (2) stops sign on Hemlock Drive at West Glenn Avenue.

Section 2. Should any section, provision, or part of this Ordinance be declared to be unconstitutional or invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other section, provision or part thereof.

Section 3. All ordinances or parts of ordinances in all sections of the Code of the City of Auburn in conflict herewith, are to the extent of such conflict, hereby repealed.

Section 4. This Ordinance shall be effective upon its passage but shall nevertheless be published as required by law.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 3rd day of November 2026.

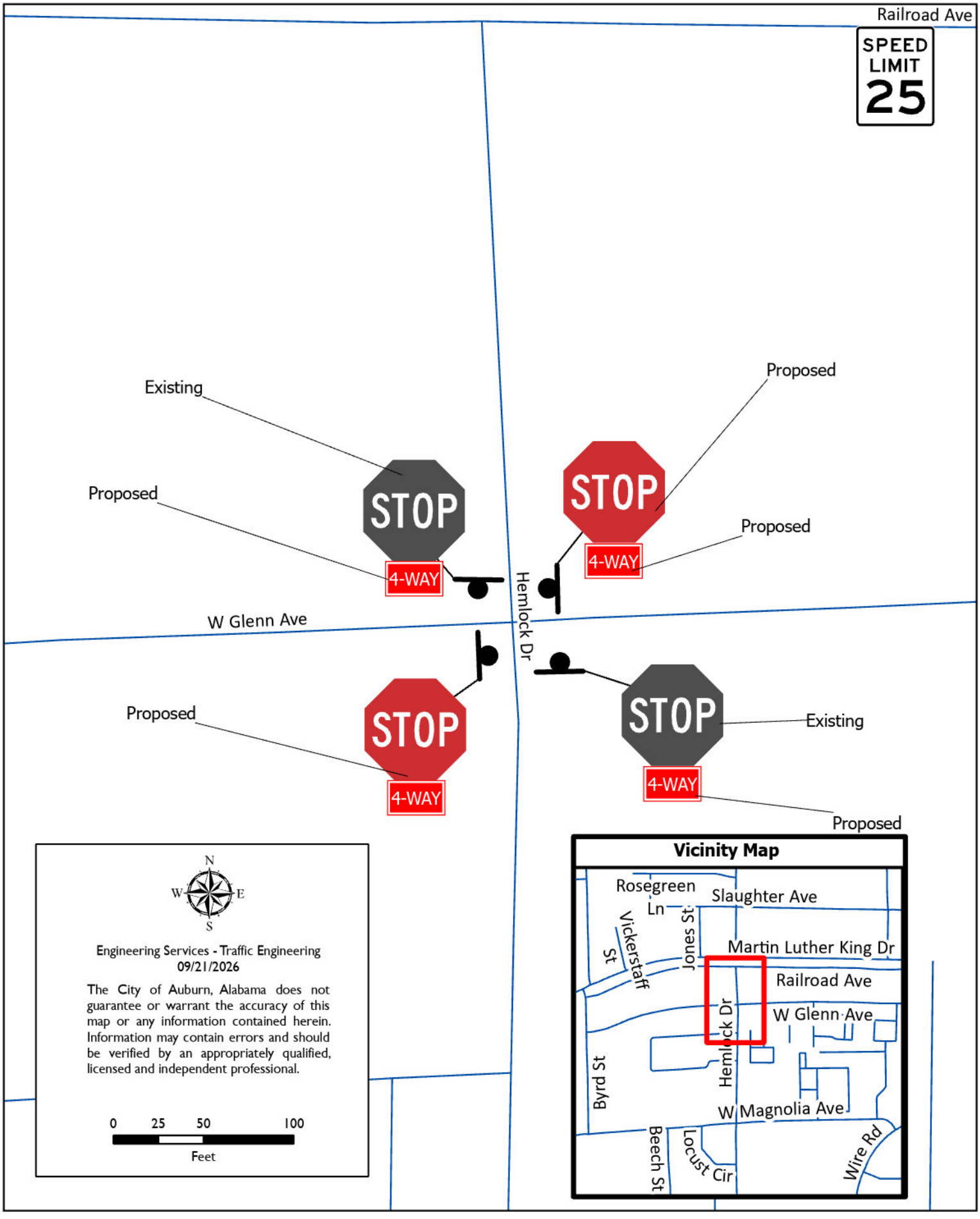
_____
Mayor

ATTEST:

_____
City Manager

West Glenn Avenue And Hemlock Drive
4 - WAY STOP CONTROL

Exhibit A



Agenda Item Summary

Item No. 10 a

Council Meeting Date	November 3, 2026
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Resolutions

Public Hearing Required

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

David Slocum
Pinnacle Design Group, Inc.
106 West Veterans Boulevard
Auburn, AL 36832

Description of item under consideration

Shelton Mill Phase 4 (Case CU-2025-011). Six-month extension of the conditional use approval for a performance residential development (multiple-unit development). The subject property is located at 580 Shelton Mill Road in the Comprehensive Development District (CDD) and Development District Housing (DDH) zoning districts.

This use was initially recommended for approval by the Planning Commission on May 8, 2025, and was subsequently approved by the City Council on May 20, 2025 (Resolution 25-105), and will expire on November 20, 2026.

The Planning Commission recommended approval of this conditional use extension request by a vote of 8-0 at its October 8, 2026 meeting.

Why is Council action needed?

City Council action is needed to authorize the City Manager to execute an extension of a conditional use approval. Section 803.05 of the Zoning Ordinance provides that City Council, upon recommendation by the Planning Commission, may make an extension of conditional use permit approval for a single period of up to six (6) months from the date when a conditional use permit would otherwise expire.

Is this a budgeted item?: N/A

AUBURN
ALABAMA

MEMORANDUM

TO: Auburn Planning Commission Members

FROM: Katie Robison, Principal Planner

DATE: October 2, 2026

SUBJECT: Conditional Use Approval Extension Request – Shelton Mill, Phase 4

This request is for an extension of the conditional use approval for a performance residential use, (multiple-unit development) located at 580 Shelton Mill Road in the Comprehensive Development District (CDD) and the Development District Housing (DDH) zoning districts.

On May 8, 2025, the Planning Commission recommended that the City Council approve a conditional use application for a multiple-unit development consisting of 102 units. The City Council subsequently approved the application at their May 20, 2025, regular meeting. For the Commission's information, the Planning Commission Resolution (Exhibit #1), the City Council Resolution (Exhibit #2), and the conceptual site plan for development of the subject property (Exhibit #3), are attached.

The conditional use approval is set to expire on November 20, 2026. However, according to Section 803.05 of the City of Auburn Zoning Ordinance, there is an opportunity for a single six (6) month extension to be granted by the City Council, upon recommendation by the Planning Commission.

"An extension may be granted only if the City Council concludes that the applicant or developer has proceeded with due diligence and in good faith, and that conditions have not changed substantially so as to warrant a new application. All such requests for extensions must be submitted in writing not less than 30 days before the expiration of the conditional use permit stating the reason for the time extension request."

PINNACLE

September 14, 2026

Justice Wahid Cotton, AICP
Planning Director
City of Auburn Planning Services
171 N Ross St
Auburn, AL 36830

RE: Shelton Mill 4
Application # CU-2025-011
Request for 6 Month Extension of Conditional Use Approval

Dear Mr. Cotton:

We are writing on behalf of Mr. Charles Pick to request a 6-month extension of the Conditional Use Approval for Shelton Mill 4 to be added to the next Planning Commission and City Council meeting agendas.

The reason for the extension request is that the project has not gone out to bid. The developer anticipates receiving bids later this fall.

If you have any questions or concerns regarding this matter, please feel free to give me a call anytime at 334-703-8860.

Sincerely,

David A. Slocum, P.E.
President

On behalf of Charles Pick

RESOLUTION NO. _____

CONDITIONAL USE APPROVAL

WHEREAS, the Auburn Planning Commission has considered a request to extend the approval of a conditional use application for a six (6) month period, in accordance with the regulations given in Article VIII, "Conditional Uses," of the Zoning Ordinance; and

WHEREAS, the Auburn Planning Commission recommends this conditional use approval extension because it is in compliance with all City ordinances and regulations and will have no adverse impacts on the community; and

WHEREAS, the City Council of the City of Auburn has also considered a request to extend the approval of a conditional use application for a six (6) month period consistent with the standards set forth for conditional uses in Article VIII of the Zoning Ordinance and that the request will have no adverse impact on the general health, safety, and welfare of the community.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Auburn that the request for a six (6) month extension to the conditional use approval granted on May 20, 2025, Resolution No. 25-105, for a performance residential development (multiple-unit development) located at 580 Shelton Mill Road is approved, as shown in Planning Commission Resolution CU-2025-011, dated October 8, 2026.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 3rd day of November 2026.

_____
Mayor

ATTEST:

_____
City Manager

RESOLUTION
OF THE
AUBURN PLANNING COMMISSION

Case: Shelton Mill Phase 4 (Case CU-2025-011)

Subject: Recommendation to City Council for a six-month extension of the conditional use approval for a performance residential development (multiple-unit development)

Location: 580 Shelton Mill Road

Applicant: David Slocum, Pinnacle Design Group, Inc.

Property Zoned: Development District Housing (DDH) & Comprehensive Development District (CDD)

-

Commission Action

BE IT RESOLVED by the Planning Commission of the City of Auburn that the request for a recommendation to City Council for a six-month extension of the conditional use approval for a performance residential development (multiple-unit development), marked "Received" September 9, 2026, Auburn Planning Commission Case CU-2025-011, 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 October 8, 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 8th day of October 2026.

Justice Wahid Cotton, AICP, Director of Planning

City of Auburn Planning Commission
Conditional Use
Case CU-2025-011
Shelton Mill Phase 4

Meeting Date: May 8, 2025

Applicant: David Slocum, Pinnacle Design Group, Inc.

Request: Conditional use approval for a performance residential development (multiple-unit development)

Zoning Ordinance Requires: Section 803.02.B of the City of Auburn Zoning Ordinance requires that a public hearing shall be held by the Planning Commission after adjoining property owners have been notified of the public hearing by certified mail and signs announcing the public hearing have been erected on the property in question.

Adjoining property owners have been mailed notices regarding the public hearing, and required sign has been properly placed on the property.

Section 803.02.E states further that following a public hearing, the City Council shall either approve, or disapprove, the application and shall establish the specific conditions under which the application is approved.

Location: 580 Shelton Mill Road

Discussion: The applicant is proposing a multiple-unit development consisting of 102 performance residential units.

Reviewed by: John Whitlow, Planner

Current Zoning: Development District Housing (DDH) & Comprehensive Development District (CDD)

Surrounding Zoning:

Direction	Zoning	Land Use
North	CDD	Undeveloped & Commercial (Tiger on the Green)
South	DDH	Single-family residential (Shelton Mill)
East	CDD	Single-family residential (Shelton Park)
West	DDH	Single-family residential (Shelton Mill)

Property Description: The proposed multiple family development is defined by Lot 3-A of the Shelton Mill Subdivision and comprises 16.87 acres. The property is located at 580 Shelton Mill Road. Currently, the development site is undeveloped and heavily wooded.

Previous Action Related to this Site:

Date	Action
February 16, 1960	Property was annexed into city limits of Auburn (Ordinance Number: 227).
June 10, 2016	The Planning Commission recommended conditional use approval for a performance residential (36-unit multiple-unit development for Shelton Mill Phase 2-A). (PL-2016-00427)
June 21, 2016	The City Council granted conditional use approval for a performance residential (36-unit multiple-unit development for Shelton Mill Phase 2-A). (Res No. 16-137)

Greenway/Greenspace & Bike Plan Facilities Impact: According to the Greenway and Greenspace Master Plan, a proposed bike path is found along Shelton Mill Road and East University Drive, but there are no proposed greenways contained within the site.

Major Street Plan Impact: None.

Future Land Use Plan Designation: The Future Land Use Map in CompPlan 2030 designates this property as Low-Density Residential. The average density is four (4) dwelling units per acre. Permitted uses include single-family detached houses and duplexes.

The subject property is split zoned with 14.41 acres being within the DDH zoning district and 2.45 acres being within the CDD zoning district. The maximum density within the DDH zoning district is 5.50 units per acre which would allow for a maximum of 79 units while the maximum density within the CDD zoning district is 9.5 units per acre which would allow for a maximum of 23 units, making the maximum number of units allowed 102. The applicant is proposing to construct a total of 102 units for phase 4 of development, which is not exceeding the maximum allowed.

Analysis:
Conditional Use Purpose and Standards: Section 803.04 of the Auburn Zoning Code regarding General Use Standards for Conditional Uses requires consistency with the following criteria:

A. The proposed use shall be in harmony with the general purpose, goals, objectives, and standards of this Ordinance, or any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice, by the City.

Staff Comment

The proposed conditional use request appears to be consistent with the intent of the DDH zoning district. The proposed density for this zone is low to moderate and it provides a transition between NC and CDD zoning districts. The proposed development will include one hundred and two (102) multiple family development units. The previous phases of development to the west consist of 145 total multiple family development units. There are a variety of performance residential developments along Shelton Mill Road.

The proposed multi-unit development is a performance residential which is a conditional use in the DDH zoning district. The permitted density in DDH is 5.5 du/ac., which would allow for a maximum of 102 total units. The applicant is proposing to construct a total of 102 units for phase 4 of development, not exceeding the maximum allowed.

B. The proposed use at the proposed location shall not result in a substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvements, public sites or rights-of-way, or other matters affecting the public health, safety, and general welfare; either as they now exist or as they may in the future be developed as a result of the implementation of provisions and policies of this Ordinance, or any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice, by the City or other governmental agency having jurisdiction to guide growth and development.

Staff Comment

The proposed development is of similar intensity when compared to the adjoining property to both the east and the properties to the west that contain multiple-family developments. The proposed uses should minimally impact the adjacent properties and surrounding existing development. The proposed development is an increase to the existing number of bedrooms in the neighborhood; however, staff does not foresee any adverse effects on adjacent properties by the proposed development. The property is internal to the Shelton Mill Subdivision and is surrounded by property with a similar Future Land Use designation as the subject property.

C. The proposed use will be adequately served by and will not impose an undue burden on any of the improvements, facilities, utilities, and services specified in this subsection. Where any such improvements, facilities, utilities, or services are not available or adequate to service the proposed use in the proposed location, the applicant shall, as part of the application and as a condition to approval of the proposed conditional use permit, be responsible for establishing ability, willingness, and bind commitment to provide such improvements, facilities, utilities, and services in sufficient time and in a manner consistent with this Ordinance, and other plans, programs, maps, and ordinances adopted by the City to guide its growth and development. The approval of the conditional use permit shall be conditioned upon such improvements, facilities, utilities, and services being provided and guaranteed by the applicant.

Staff Comment

Utilities are available in this area. This development does not pose any undue burden on any public systems. Standard development review and the satisfaction of Engineering, Inspection Services, Planning, and Water Resource Management departments will be required prior to any construction.

D. The Planning Commission may attach recommendations for conditional use approval, additional criteria dealing with bufferyards, parking, lighting, building materials, or any other aspect of site plan approval necessary to mitigate the impact of the proposed conditional use on the surrounding property.

No Conditions of Approval.

General Staff Comments:

Planning:

1. *A formal site plan review will be conducted upon submission of a complete site plan as part of the city's administrative development review process (DRT). Bufferyards, required plantings, open space requirements and parking will be confirmed at that time.*
2. *A landscape plan is required as part of the DRT submittal.*

3. *The project is subject to special development standards listed in Section 408.02.C. These development standards must be met in addition to any other conditions of approval placed on the conditional use request.*
4. *Bufferyard requirements must be met on the north, east, and south property lines according to Tables 4-4, 4-5, & 4-7.*
5. *The property will be visible from Harper Avenue, which is an arterial road by designation. Any building façade that is visible to pedestrian and vehicular traffic on an arterial road needs to follow the Exterior Building Materials Guidelines of the Corridor Overlay Area Regulations as indicated in Section 429.05.A.*
6. *Ensure dumpsters and mechanical equipment are screened from public view, public rights-of-way and from abutting properties according to all standards outlined in the Zoning Ordinance.*

Development Standards

The Impervious Surface Ratio (ISR), Floor Area Ratio (FAR), and building height, are the main determinants of land use intensity and are found in Table 4-4 of the zoning code.

Maximum/ Proposed ISR	Maximum/ Proposed FAR	Land Use Intensity Class
0.75 / 0.36	0.85 / 0.20	VII

Parking Required:

Multiple Unit Developments require one (1) space per bedroom plus one (1) visitor parking space per ten (10) bedrooms within the project. There are 238 bedrooms proposed with this phase of development:

262 total spaces required (238 bedrooms)
290 total spaces provided (272 town home spaces, 18 community amenity spaces)

Lighting

Standard lighting regulations will address any impacts to neighboring properties.

Engineering:

1. *An engineering certification has been submitted.*
2. *A traffic impact study is required. Any improvements recommended in the study must be installed with the development.*
3. *A connection to Chickasaw Avenue should be provided, unless the traffic impact study indicates acceptable levels of service without it. Additionally, the connection may be required for public safety reasons, which will be evaluated during the DRT review process.*

Water Resource Management:

1. *A new administrative plat shall be submitted with updated public infrastructure easements. This administrative plat shall include all phases of the Shelton Mill Townhomes development. The location of the easements shall be determined during DRT.*
2. *The Water Works Board of the City of Auburn can provide water service to this area.*
3. *The City of Auburn can provide sanitary sewer service to this area.*
4. *A secondary water feed may be necessary to provide adequate water supply to the development. A second feed off of Chickasaw Avenue will be evaluated during DRT. Costs associated with this second feed are the responsibility of the Developer.*
5. *Streams and wetlands are present. Wetland delineation shall be provided during DRT.*
6. *WRM has no issue with this conditional use request.*

RESOLUTION
OF THE
AUBURN PLANNING COMMISSION

Case:	Shelton Mill Phase 4 (Case CU-2025-011)
Subject:	Recommendation to City Council for conditional use approval for a performance residential development [multiple-unit development].
Location:	580 Shelton Mill Road
Applicant:	David Slocum, Pinnacle Design Group, Inc.
Property Zoned:	Development District Housing (DDH) & Comprehensive Development District (CDD)

-

Commission Action

BE IT RESOLVED by the Planning Commission of the City of Auburn that the request for a recommendation to City Council for conditional use approval for a performance residential development [multiple-unit development], marked "Received" April 9, 2025, Auburn Planning Commission Case CU-2025-011, 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 May 8, 2025, 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 8th day of May, 2025.



Justice Wahid Cotton, AICP, Director of Planning

RESOLUTION NO. 25-105

CONDITIONAL USE APPROVAL

WHEREAS, the Auburn Planning Commission has held a public hearing, before which the adjoining property owners were notified by certified mail and signs announcing the public hearing were erected on the property in question, in accordance with the regulations given in Article VIII, "Conditional Uses," of the Zoning Ordinance; and

WHEREAS, the Auburn Planning Commission recommends this conditional use request because it is in compliance with all City ordinances and regulations and will have no adverse impacts on the community; and

WHEREAS, the City Council of the City of Auburn has also held a public hearing and found that the request is consistent with the standards set forth for conditional uses in Article VIII of the Zoning Ordinance and that the request will have no adverse impact on the general health, safety, and welfare of the community.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Auburn that the request for conditional use approval for a performance residential development (multiple-unit development) to be located at 580 Shelton Mill Road is approved, as shown in Planning Commission Resolution CU-2025-011, dated May 8, 2025.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 20th day of May 2025.

Mayor

ATTEST:

City Manager

RESOLUTION
OF THE
AUBURN PLANNING COMMISSION

Case:	Shelton Mill Phase 4 (Case CU-2025-011)
Subject:	Recommendation to City Council for conditional use approval for a performance residential development [multiple-unit development].
Location:	580 Shelton Mill Road
Applicant:	David Slocum, Pinnacle Design Group, Inc.
Property Zoned:	Development District Housing (DDH) & Comprehensive Development District (CDD)

Commission Action

BE IT RESOLVED by the Planning Commission of the City of Auburn that the request for a recommendation to City Council for conditional use approval for a performance residential development [multiple-unit development], marked "Received" April 9, 2025, Auburn Planning Commission Case CU-2025-011, 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 May 8, 2025, and as same appears of record in the Official Minutes of said Commission.

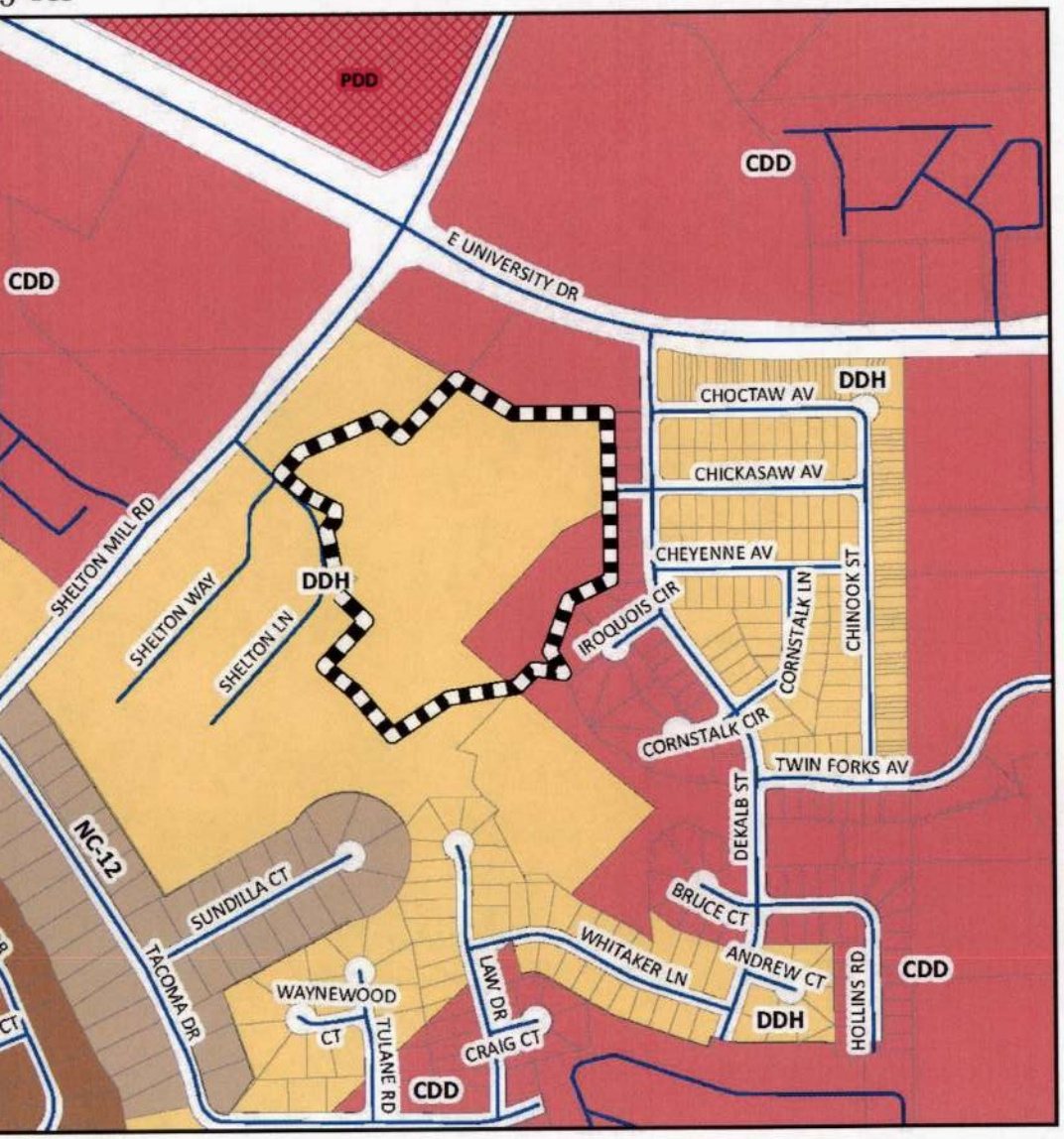
GIVEN UNDER MY HAND AND OFFICIAL SEAL of the Auburn Planning Commission this the 8th day of May, 2025.

Justice Wahid Cotton, AICP, Director of Planning

ll Phase 4

e Request

5-011



ubject Property

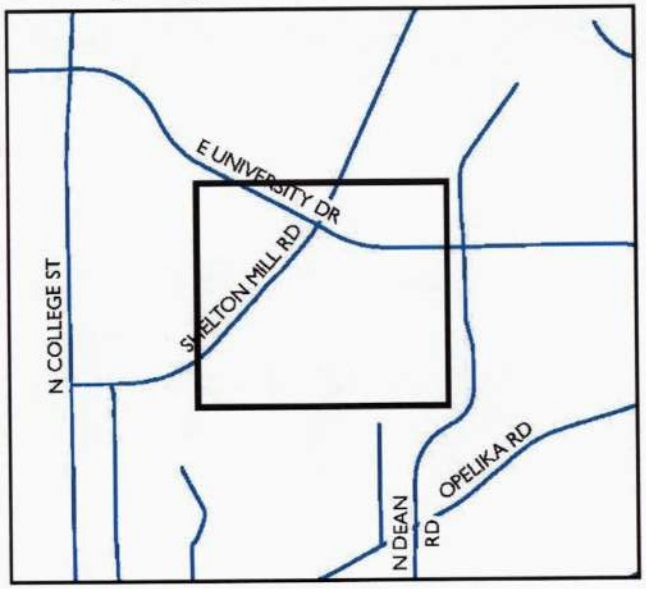
40 880

eet

The applicant is seeking conditional use approval for a performance residential use (multiple-unit development) to be located between Shelton Mill Road and Dekalb Street, south of East University Drive, in the Development District Housing (DDH) and the Comprehensive Development District (CDD) zoning districts.

Vicinity Map

AUBURN



PUBLIC HEARING NOTICE

The Planning Commission will meet **05/08/2025** in the Council Chambers at 141 N. Ross St. at **5:00 PM.** Please call **John Whitlow** with the City of Auburn Planning Department at **(334)501-3040** for additional information.

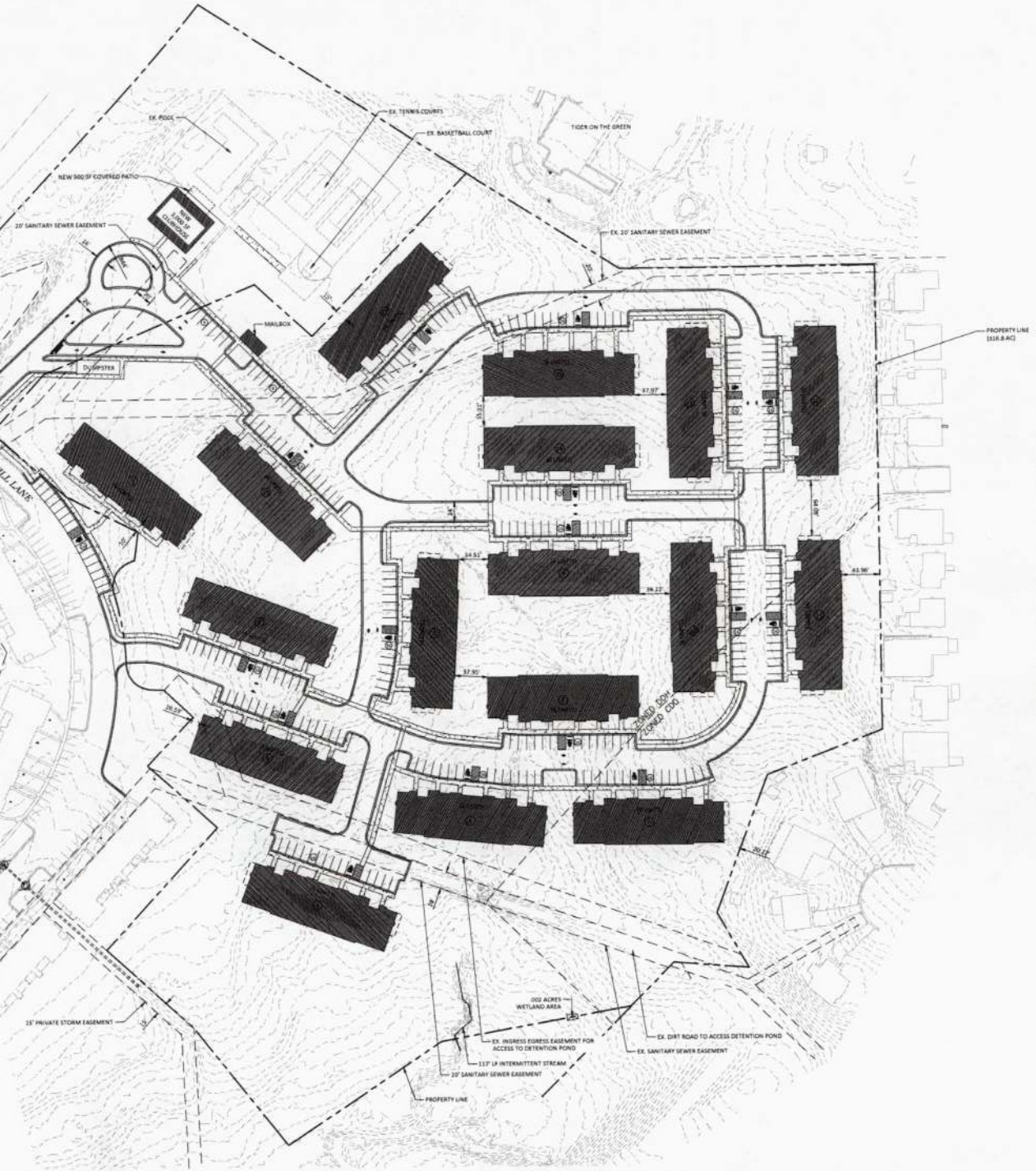
The entire Planning Commission packet can be found at www.auburnalabama.org no less than five (5) days prior to the public meeting date. There is a direct link at http://www.auburnalabama.org/pc/

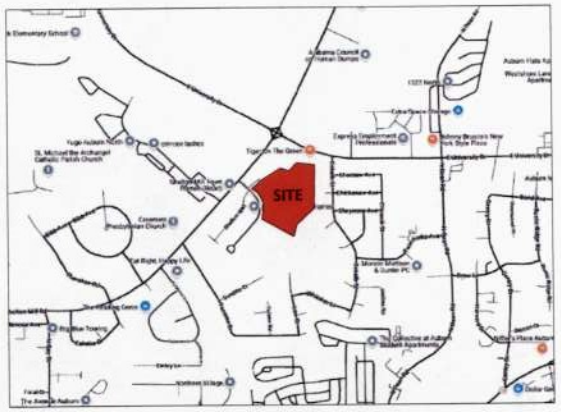
N

Planning Dept.
04/21/2025

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.

Received: 4/9/2025
CU-2025-011





VICINITY MAP

PROPERTY INFORMATION		
EXISTING LAND USE	VACANT	
PROPOSED LAND USE	MULTI-FAMILY	
ZONING	DDH / CDD	
ADJACENT ZONING	N: CDD	E: CDD
	S: DDH	W: SHELTON MILL RD

AREA CALCULATIONS	
TOTAL GROSS PROPERTY PARCEL AREA	±16.8 AC

BUILDING INFORMATION
PROPOSED BUILDING SIZE: 6,600 SF PER BUILDING
PROPOSED NUMBER OF ROOMS: 14 BEDROOMS X 17 BUILDINGS = 238 BEDROOMS

PROPERTY INFORMATION		
EXISTING LAND USE	VACANT	
PROPOSED LAND USE	MULTI-FAMILY	
ZONING	DDH / CDD	
ADJACENT ZONING	N: CDD	E: CDD
	S: DDH	W: SHELTON MILL RD

MAX. IMPERVIOUS SURFACE RATIO:
PROPOSED IMPERVIOUS SURFACE RATIO: 35% = 264,158 SF

MAX. FLOOR AREA RATIO:
PROPOSED FLOOR AREA RATIO: 20% = 146,707 SF

DENSITY:
DDH AREA = 14.41 AC X 5.5 /AC = 79
CDD AREA = 2.45 X 9.5 /AC = 23
TOTAL UNITS = 102

REQUIRED OPEN SPACE: 30% = 5.04 AC
PROPOSED OPEN SPACE: 36% = 6.01

PARKING DATA		
RATIO	TOTAL REQUIRED	TOTAL PROVIDED
1.1/BR	262 TOTAL SPACES	272 TOWNHOME SPACES 260 TOTAL SPACES

PROPOSED MULTI-FAMILY LAYOUT FOR SHELTON MILL AUBURN, AL

4-10-25

SCALE: 1"=50'

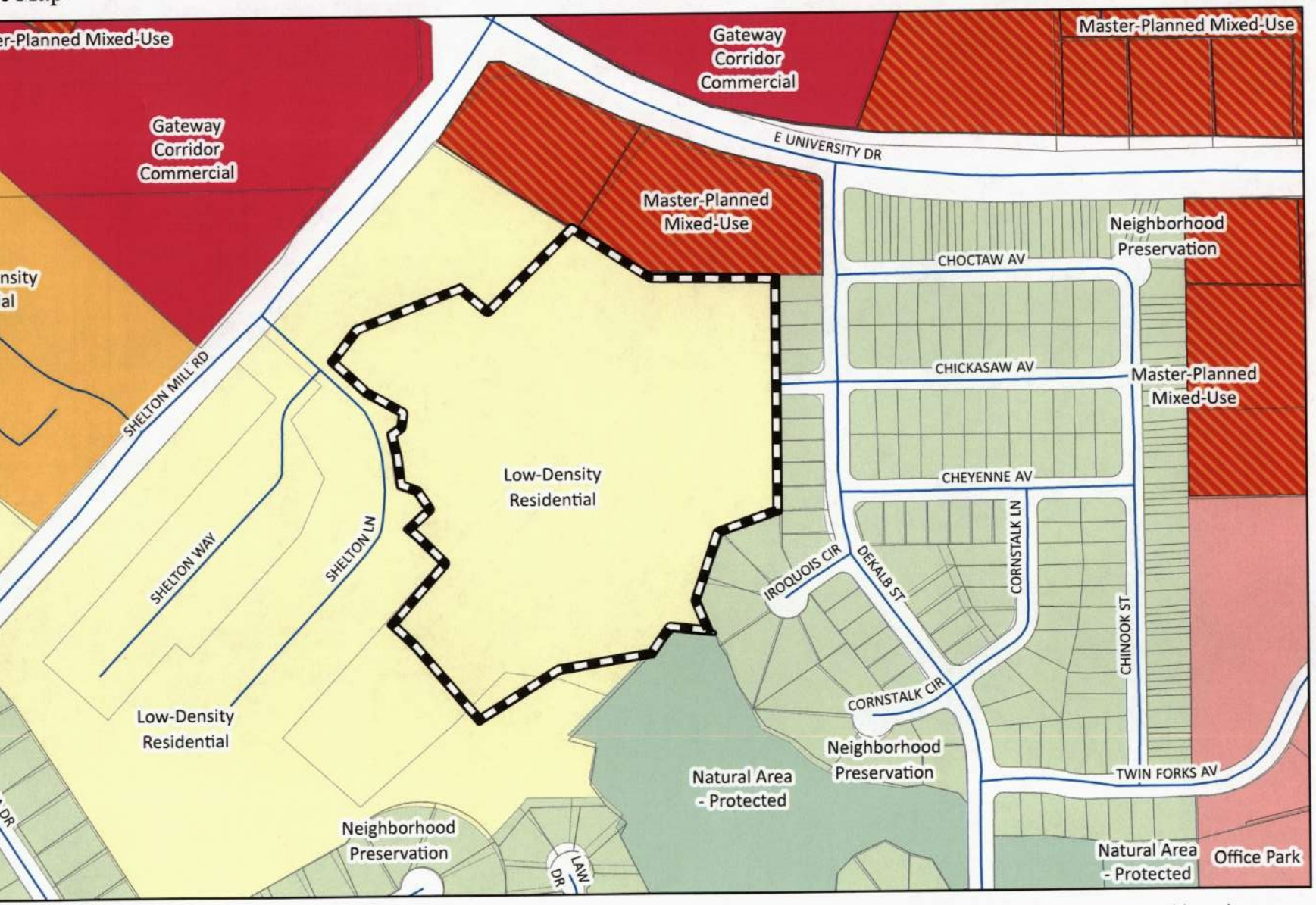
INC.

NORTH

l Phase 4

e Map

AUBURN



Subject Property

N

0 200 400 800

Feet

Planning Dept.
04/21/2025

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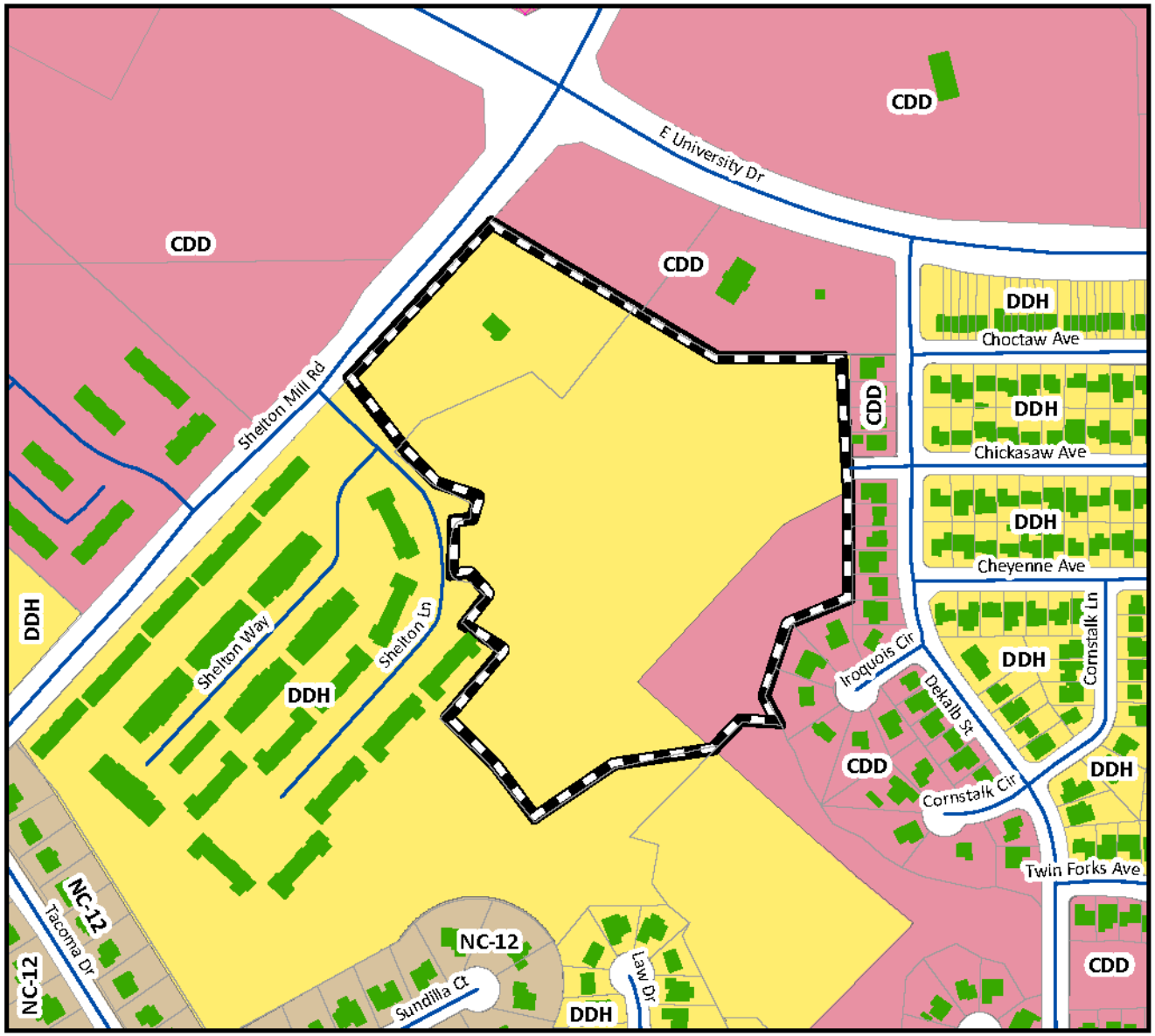
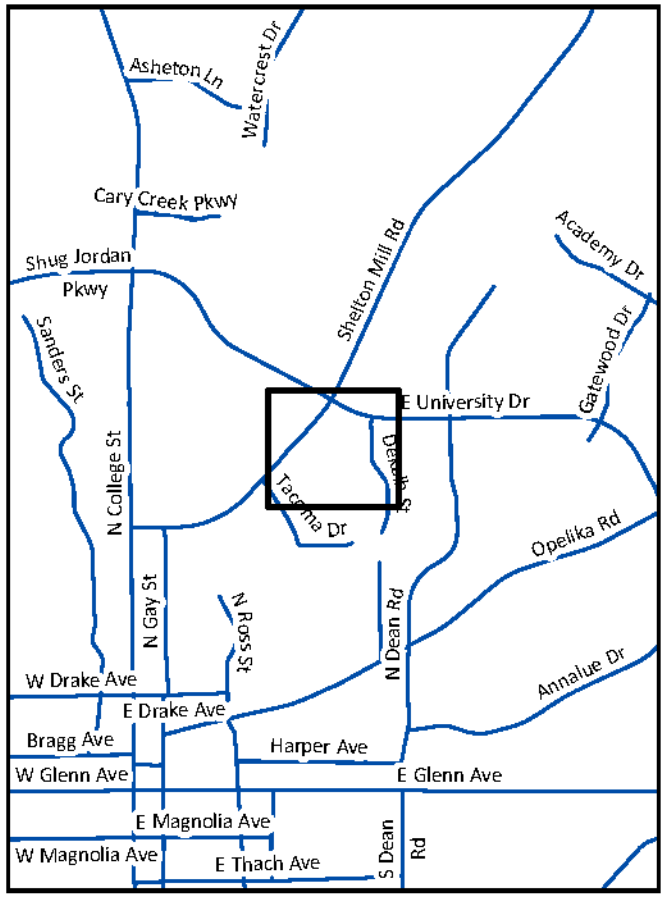
Shelton Mill, Phase 4 EXTENSION

Conditional Use Request

Case #CU-2025-011



Vicinity Map



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Subject Property

0 95 190 380

Feet

1 inch equals 739 feet

The applicant is seeking an extension to the conditional use approval for a performance residential use (multiple unit development) to be located at south of East University Drive and East of Shelton Mill Road in the Development District Housing (DDH) and Comprehensive Development District (CDD) zoning districts. Previously approved on May 8, 2025.

N

Planning Dept.

09/25/2026

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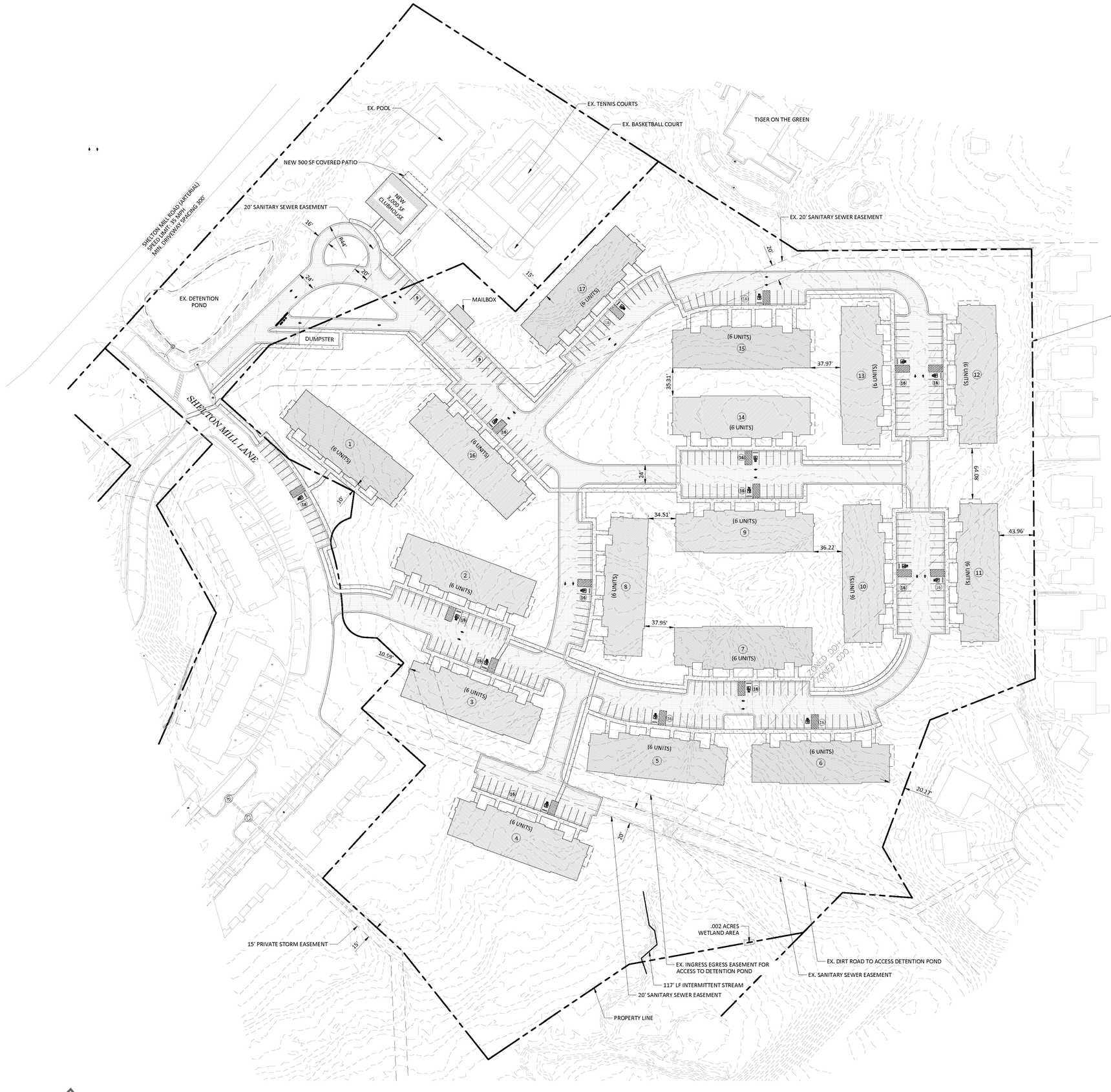
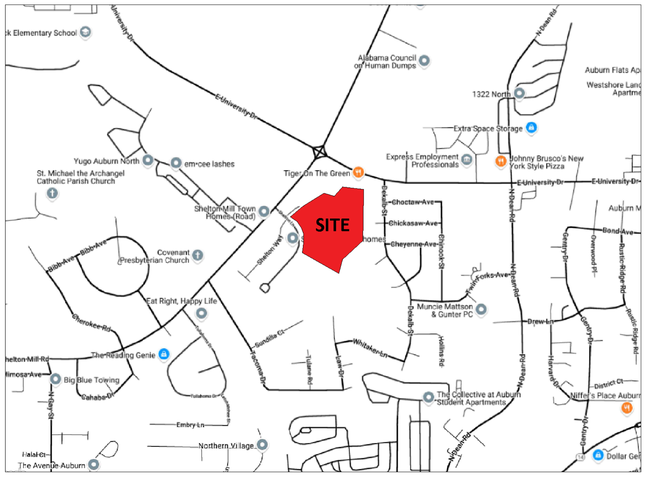
Exhbit #3





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PROPOSED LAND USE:	MULTI-FAMILY	
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ADJACENT ZONING:	N: CDD	E: CDD
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PROPOSED OPEN SPACE: 36% = 6.01

PARKING DATA		
BASIS	TOTAL REQUIRED	TOTAL PROVIDED
1.1/BR	262 TOTAL SPACES	272 TOWNHOME SPACES
		290 TOTAL SPACES

PINNACLE DESIGN GROUP, INC.

NORTH

PROPOSED MULTI-FAMILY LAYOUT FOR SHELTON MILL AUBURN, AL

4-10-25

0 50 100
25 75
SCALE: 1"=50'

Agenda Item Summary

Item No. 10 b 1

Council Meeting Date	November 3, 2026
Department	Engineering Services
Submitted By	Michael Griffin
Agenda Section	Resolutions

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

Alabama Department of Transportation
Capitol Commerce Center
100 Capitol Commerce Boulevard, Suite 210, Building B
Montgomery, AL 36117

Description of item under consideration

Resolution authorizing the Mayor and City Manager to execute a preliminary engineering and construction agreement with the Alabama Department of Transportation for replacing the bridge on South Gay Street over Town Creek (BIN 008664); Project No. STPSU-4126 ( ); CPMS Ref# 100081253 & 100081251 in the City of Auburn. The total cost of the project is estimated to be $3,738,686.50. Please see the attached Memo for the breakdown of the total cost and the City's 20% matching fund contribution.

Why is Council action needed?

Council action is needed to authorize the Mayor and the City Manager to execute a preliminary engineering and construction agreement with the Alabama Department of Transportation for replacing the bridge on South Gay St. over Town Creek (BIN 008664); Project No. STPSU-4126 ( ); CPMS Ref# 100081253 & 100081251 in the City of Auburn.

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 T. Griffin, Director of Engineering Services – City Engineer

DATE: October 29, 2026

SUBJECT: ALDOT Preliminary Engineering and Construction Agreement – Replacing the Bridge on South Gay Street

The purpose of this memorandum is to summarize a request for the City Council to authorize the Mayor and City Manager to execute a preliminary engineering and construction agreement with the Alabama Department of Transportation (ALDOT) to replace the bridge on South Gay Street over Town Creek. This project was anticipated in the City's Capital Improvement Plan in cooperation with funds through ALDOT as budgeted through the Lee-Russell Council of Governments. The total cost of the project is estimated to be $3,738,868.50 with the City providing 20% matching funds and the Auburn/Opelika Area Metropolitan Planning Organization (MPO) providing the remaining 80% in federal funding, the breakdown is below.

	Preliminary Engineering	Construction	Total	Percent
Federal Funding	$269,468.00	$2,721,626.80	$2,991,094.80	80%
City Funding	$67,367.00	$680,406.70	$747,773.70	20%
Total Cost	$336,835.00	$3,402,033.50	$3,738,868.50	100%

As outlined in the Preliminary Engineering and Construction Agreement with ALDOT, any costs exceeding the amount defined therein will be the responsibility of the City to pay without a cost share. There are provisions by which we could petition to increase federal funding and share of the cost through the Auburn/Opelika Area Metropolitan Planning Organization.

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 replace the bridge on South Gay Street over Town Creek; and

WHEREAS, the Alabama Department of Transportation requests that the City Manager and Mayor execute a preliminary engineering and construction agreement for the design and construction of the bridge on South Gay Street over Town Creek for a total cost of $3,738,868.50; and

WHEREAS, the City Council of the City of Auburn does find that it is in the best interest of the City to execute the preliminary engineering and construction agreement for the design and construction to replace the bridge on South Gay Street over Town Creek with the Alabama Department of Transportation.

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

That the City enters into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for: Replacing the bridge on South Gay St. over Town Creek (BIN 008664); Project No. STPSU-4126 ( ); CPMS Ref# 100081253 & 100081251 in the amount of $3,738,868.50. The City agrees to contribute 20% matching funds in the amount of $747,773.70, with the remaining 80%, $2,991,094.80, being funded through federal funds from the Lee-Russell Council of Governments - Auburn/Opelika Area Metropolitan Planning Organization (MPO).

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama this the 3rd day of November 2026.

_____
Mayor

ATTEST:

_____
City Manager

PRELIMINARY ENGINEERING
AND
CONSTRUCTION
AGREEMENT
FOR A
FEDERAL AID
PROJECT

BETWEEN THE STATE OF ALABAMA
AND THE
CITY OF AUBURN
Lee County

Project No. STPSU-4126( )
CPMS Ref# 100081253 & 100081251

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Auburn, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in replacing the bridge on South Gay St. over Town Creek (BIN 008664); Project# STPSU-4126( ); CPMS Ref# 100081253 and 100081251.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

A. **Project Funding:** The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to $2,991,094.80 Federal funds unless the Auburn/Opelika Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Auburn/Opelika Area sufficient to pay 80% of the project cost. Any overruns not covered by the MPO will be borne by the CITY from CITY funds. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.

B. The estimated cost and participation by the various parties is as follows:

PRELIMINARY ENGINEERING

FUNDING SOURCE	ESTIMATED COSTS
STP Funds (Auburn/Opelika Area Dedicated)	$ 269,468.00
City Funds	$ 67,367.00
TOTAL (Incl Indirect Cost)	$ 336,835.00

CONSTRUCTION

FUNDING SOURCE	ESTIMATED COSTS
STP Funds (Auburn/Opelika Area Dedicated)	$ 2,721,626.80
City Funds	$ 680,406.70
TOTAL (Incl CE&I & Indirect Cost)	$ 3,402,033.50

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA) or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the CITY.

C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Board and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

A. The CITY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the CITY. In cases where property is leased or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

The CITY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in

CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

B. The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.

C. The CITY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with CITY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will be an eligible cost as part of this Agreement.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the CITY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All cost for which the CITY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the CITY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The CITY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the CITY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the CITY that failure of the CITY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal funding and the refund of any federal funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for ***Procedures for Processing State and Industrial Access Funded County and City Projects***, and attached hereto as a part of this Agreement prior to the CITY letting the contract.

D. The CITY will furnish all construction engineering for the project with CITY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.

E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The CITY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.

B. Associated Construction cost will be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the CITY, the CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The CITY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the CITY will provide all bids to the STATE with a recommendation for award. The CITY shall not award the contract until it has received written approval from the STATE.

For projects with approval by the STATE to use CITY Forces, the Construction for the project will be performed by the CITY at actual costs for labor, materials, and equipment, as approved by the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The CITY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

   The CITY will secure all permits and licenses of every nature and description applicable to the project in any manner and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), to the maximum extent permitted by Alabama law and the Constitution of the State of Alabama, the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees , caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding,

compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.

F. The CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.

G. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law.

PART FIVE (5): ACCOUNTING PROVISIONS

A. The CITY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The CITY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.

B. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.

C. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

The CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

D. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.

E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.

F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

A. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.

B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.

C. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

D. No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.

E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.

F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

City of Auburn, Alabama **ATTEST:**

By: _____ **By:** _____

As Mayor (Signature) **Clerk (Signature)**

_____ _____

Print Name of Mayor **Print Name of Clerk**

(AFFIX SEAL)

This contract has been legally reviewed and approved as to form.

By: _____

Legal Counsel for

Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

_____ _____

Joshua W. Kervin, P.E. **Bradley B. Lindsey, P.E.**

Southeast Region Engineer **State Local Transportation Engineer**

_____

Edward N. Austin, P. E.

Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH

THE ALABAMA DEPARTMENT OF TRANSPORTATION

_____

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND SIGNED BY THE GOVERNOR ON THIS _____DAY OF _____, 20_____.

_____

KAY IVEY

GOVERNOR, STATE OF ALABAMA

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.

b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:

   1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

   2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

a. This contract shall be binding upon the successors and assigns of the respective parties hereto.

b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

The CITY agrees to ensure that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

CITYS' CERTIFICATIONS

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non-salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U.
S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31,
U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

NON-APPROPRIATION AND PRORATION

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and, to the extent permissible by law, the CITY shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose.

In the event that proration of appropriated funds from which the State is to pay the CITY is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the CITY shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts, or terminating the contract. In all circumstances, it is agreed that the terms and commitments of this contract shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.

NO CONFLICT WITH APPLICABLE LAW

If any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

ALTERNATIVE DISPUTE RESOLUTION

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this AGREEMENT which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CITY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
The CITY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION

SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL ACCESS FUNDED COUNTY AND CITY PROJECTS

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

1-20

Rev. 10/2017

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL: _____

BUREAU CHIEF/REGION ENGINEER

APPROVAL: _____

CHIEF ENGINEER

APPROVAL: _____ NOVEMBER 1, 2017

TRANSPORTATION DIRECTOR **DATE**

1-20

Rev. 10/2017

South Gay Street Bridge Replacement

Exhibit A

AUBURN



Legend

Project Area

N

0 150 300 600

Feet

1 inch equals 633 feet

Engr Services

10/28/2026

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. 10 b 2

Council Meeting Date	November 3, 2026
Department	Engineering Services
Submitted By	Michael Griffin
Agenda Section	Resolutions

Name and address of person(s) or business(es) this item affects:
Barge Design Solutions, Inc.
500 Corporate Parkway, Suite 100
Hoover, AL 35242

Description of item under consideration
Resolution authorizing the City Manager to execute a task order with Barge Design Solutions, Inc. for surveying and civil engineering design services for the South Gay Street Bridge Replacement over Town Creek (Task Order ENG 03-2026) for an amount not to exceed $457,103. This project is partially funded by a grant through ALDOT with ALDOT paying for 80% of the costs and the City paying for 20% up to a total estimated cost of $336,835. The agreement with Barge Design Solutions is the appropriate scope and fee for delivery of the work and within the funds budgeted for this project in the Capital Improvement Plan.

Why is Council action needed?
City Council action is required to authorize the City Manager to execute all contracts 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 enlist surveying and civil engineering design services for the South Gay Street Bridge Replacement over Town Creek; and

WHEREAS, Barge Design Solutions, Inc. was selected as the company best able to provide the surveying and civil engineering design services needed.

WHEREAS, the City of Auburn requests a contract with Barge Design Solutions, Inc. for Task Order ENG 03-2026: Surveying and Civil Engineering Design Services for the South Gay Street Bridge Replacement over Town Creek in an amount not to exceed $457,103.00.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama does hereby authorize the City Manager to execute this Task Order ENG 03-2026 with Barge Design Solutions, Inc. for professional services associated with Surveying and Civil Engineering Design Services for the South Gay Street Bridge Replacement over Town Creek in the amount of $457,103.00 and further authorizes a contingency of ($45,710.30) for unforeseen circumstances associated with executing these services.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 3rd day of November 2026.

_____
Mayor

ATTEST:

_____
City Manager

City of Auburn

TASK ORDER No. ENG 03-2026

Barge Design Solutions, Inc., (Firm) agrees to perform and complete the following work for the City of Auburn, Alabama, (City) for the **South Gay Street Bridge Replacement over Town Creek** in accordance with the terms and conditions of the Master Agreement for Professional Services (Agreement) dated September 6, 2006, 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 after receipt of an acceptable invoice reflecting services provided and deliverables executed in accordance with the approved scope of work described in Exhibit A.

SCOPE OF WORK

See attached Exhibit A, Scope of Work.

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 03-2026.

City of Auburn, AL	**Barge Design Solutions, Inc.**
_____	_____
(Signature)	(Signature)
Megan McGowen Crouch, City Manager	_____
(Printed Name)	(Printed Name)
Date: _____	Date: _____

BARGE
DESIGN SOLUTIONS

July 17, 2026

Mr. Michael Griffin, PE
Director of Engineering Services - City Engineer
161 North Ross Street
Auburn, Alabama 36830

RE: Scope of Work and Fee Proposal
South Gay Street Bridge Replacement over Town Creek
Auburn, Alabama

Dear Mr. Griffin,

Please find attached the scope of work and fee estimate for the proposed Engineering Services for the subject project. This scope of work and fee estimate are based on our understanding of the conversations we had with the City.

Please feel free to call and discuss any of the information contained in this proposal. We look forward to discussing this with you and receiving the Notice to Proceed.

We are excited for the opportunity to assist the City with this important project.

Sincerely,

Barge Design Solutions, Inc.

Ben Adams, PE
Client Service Lead

Matthew Williams, PE
Sr. Project Manager

c: Michael Davis, PE, Alabama Bridge Practice Leader

Attachments: Attachment A – Scope of Work and Fee Estimate

500 CORPORATE PARKWAY // SUITE 100 // HOOVER // ALABAMA // 35242 // 205-298-6074 // BARGEDESIGN.COM

Barge Design Solutions, Inc. (Barge) will provide the following scope of services for the City of Auburn, AL (Client) for the South Gay Street Bridge Replacement over Town Creek (Project), in accordance with the Professional Services Agreement (Agreement) dated September 6, 2006.

The scope of work is presented in the following elements:

I. Project Description
II. Scope of Services, Deliverables and Assumptions
III. Time of Performance
IV. Owner's Responsibilities
V. Compensation

I. Project Description

Barge Design Solutions, Inc. (Barge) is proposing to provide surveying and civil engineering design services to the City of Auburn (Client) for the replacement of the existing bridge on Town Creek at South Gay Street (Project) in Auburn, Alabama.

It is our understanding that the primary purpose of the bridge replacement is due to the insufficient load rating of the existing infrastructure. According to the City of Auburn memorandum dated May 4, 2010, the existing bridge was constructed in 1965 with a design life of approximately 75 years. It is noted that the superstructure could be replaced to increase the load rating, but doing so would not increase the service life. The substructure is made of wood piers that are 60 years into a 75-year design life, which is the controlling factor in the life span of the bridge. Additionally, the existing bridge's load rating prohibits large load vehicles, including the City's fleet of fire trucks, from crossing the structure. To increase the load rating and extend the service life, replacing the entire structure is recommended.

The Client has requested Barge to consider various options for the bridge replacement on South Gay Street. Options for the bridge replacement will either maintain traffic throughout the construction of the replacement or require a road closure of limited duration.

A potential alternative improvement to the design includes the addition of a pedestrian crossing underneath the roadway to provide a grade-separated crossing for an existing pedestrian trail running along Town Creek. If a working concept for a grade-separated pedestrian path is developed in the Structural Alternate Evaluation project, Barge will further develop that concept in this project and provide construction details in the Roadway Plans and Bridge Plans. The existing pedestrian trail running along Town Creek does already have an at-grade crossing at South Gay Street.

II. Scope of Services, Deliverables and Assumptions

The scope of services is summarized into the following major tasks:

Task 1 – Environmental Document
Task 2 – Geotechnical Investigations
Task 3 – Utility Coordination
Task 4 – Water and Sanitary Sewer Relocation Plans
Task 5 – Roadway Plans
Task 6 – Bridge Plans
Task 7 – Grade-Separated Pedestrian Crossing
Task 8 – Construction Phase Services

The following sections provide a description of the purpose, activities, and deliverables anticipated for each of the tasks.

Task 1 – Environmental Document

Barge proposes the following Scope of Services related to the above-noted project:

- NEPA (Categorical Exclusion)
  Barge anticipates that a NEPA C-List Categorical Exclusion (CE) document would be appropriate for the proposed work. Barge will obtain agency concurrences and produce supplemental information to attach to the CE forms. The required figures and resource maps will be produced or obtained by Barge and will be attached to the CE. The CE forms, and supplemental information, including attachments, will be sent to the City for review and approval prior to submitting to ALDOT. Barge will incorporate comments and submit the updated CE to ALDOT for review. Barge will address ALDOT and FHWA comments and prepare a final version of the CE and supplemental documentation. If the ALDOT point-of-contact (POC)/technical reviewer provides any additional comments, these comments will also be incorporated into the CE for final ALDOT and FHWA approval. This Scope assumes up to two (2) review cycles by the City, ALDOT, and FHWA.

  In addition to the CE document and associated correspondence, it is anticipated that the above subject project could result in ALDOT/FHWA requiring technical studies for Archaeology/Cultural Resources, Ecology, and Phase I Environmental Site Assessment (ESA). As a part of the NEPA phase, the need for certain technical studies will be determined. The potential need for specific technical studies has been identified and included in this scope of work. They include the following:

  - Ecological Review
    Prior to beginning fieldwork, available literature will be reviewed to gain an understanding for the areas of interest. We will also review pertinent data from

previous ALDOT projects near the corridor. National Wetlands Inventory (NWI) maps, U.S. Geological Survey (USGS) topographic maps, infrared aerial photographs, the U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) soils maps, and aerial imagery will be reviewed to determine the potential presence and likelihood of waters of the U.S., including wetlands. Additionally, review of the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) database will be conducted to determine if there are any potential federally listed threatened or endangered species or critical habitat that may exist within or near the project area.

During field work, ecologists certified in wetland and waterbody delineation methodologies will perform a Natural Resources Technical Review of the project study area. A knowledgeable scientist will identify and delineate all waters of the US (i.e., wetlands and streams) and perform a hydrologic determination of any questionable headwater channels.

For the threatened and endangered species survey, data available from the U.S. Fish and Wildlife Service (USFWS) will be reviewed to determine if there are any species of concern that may exist within the project area. Following desktop review, Barge ecologists will traverse the site for potential protected species of concern and/or their habitat. Because some forested areas occur within the project area, it is expected that there could be concerns for the potential species; therefore, ecologists will need to evaluate the site for the presence of potential habitat for listed species. Land features indicative of suitable habitat will first be identified during a preliminary desktop analysis using GIS land coverage and property data. Specialized presence and/or absence surveys will be conducted by permitted specialists.

In addition to potentially jurisdictional waters, as a subconsultant to Barge, AST Environmental will provide an Aquatic Species Survey for the proposed project.

The conclusions of the studies listed above for ecological review will be included in the Wetlands and Other Waters Delineation Report and a Rare, Threatened and Endangered Species Report for the project

- Cultural Review
  Task 1 – Historic Resources Survey
  As a subconsultant to Barge, Edwards-Pitman will provide a Phase 1 Cultural Resources Survey (CRS). Additional fees may be required in the event the scope increases beyond stated assumptions. See attached proposal.

- Environmental Review
  Barge will prepare a Phase I Environmental Site Assessment (ESA) for a linear property spanning approximately 130 feet along Gay Street, crossing Town Creek in Auburn, Alabama. The linear property is within the right-of-way and does not

encompass any tax parcels. Barge will complete this Phase I ESA in accordance with the Alabama Department of Transportation Standard Practice for Phase I Environmental Site Assessments and in general accordance with the ASTM Standard E1527-21 Standard Practice for Phase I Environmental Site Assessments. The scope of services will include a Site visit conducted by a qualified environmental professional to review and document the condition of the Site, review of records from environmental databases and governmental agencies, identification of Recognized Environmental Conditions (RECs), if present, and electronic delivery of a Phase I ESA report. If recognized environmental conditions are encountered at the Site, Barge will submit a proposal for additional assessment activities with the Phase I ESA report.

- USACE Nationwide Permit #14
  Barge anticipates that the proposed project could result in unavoidable impacts to jurisdictional Waters of the U.S.. Based on anticipated impacts, §404 authorizations are assumed required. A USACE Nationwide Permit (NWP) # 14 – Linear Transportation Projects and Pre-Construction Notification (PCN) could be required for the project.

  Barge will prepare the NWP application and submit it on the behalf of the client to the local USACE district. No application fees are associated with the NWP. It is possible that USACE will require stream and/or wetland mitigation to offset proposed impacts. If required, Barge will coordinate a mitigation bank purchase for the Client. The Client will pay for any required credit purchases.

  Once the permit applications have been submitted, Barge will contact the respective agency project managers to track the permitting review process. Barge will respond to one request for additional information from each agency. If additional studies or field work are requested by the agencies during the review process, an additional services contract will be required.

Deliverables:

The following deliverables will be provided as part of this task:

- Categorical Exclusion (CE) document
  - Ecological Review
    i. Waters and Wetlands Delineation Report
    ii. Threatened and Endangered Species Report
    iii. Aquatic Species Survey (AST Environmental)
  - Phase I Cultural Resources Survey Report (Edwards-Pitman)
  - Phase I Environmental Site Assessment Report
  - USACE Nationwide Permit #14

Assumptions:

The following assumptions are applicable to the above scope of services:

- Barge will have access to the site and adjoining areas, as required.
- Permittee Responsible Mitigation (PRM) site reconnaissance and design is excluded from this proposal.
- Tricolored bat (*Perimyotis subflavus*) is listed for the project area by USFWS and is currently listed as "Proposed Endangered". Due to proposed status with USFWS this species currently has no formal protection. If the species becomes federally protected prior to project completion, an additional services contract can be provided.
- Services resulting from significant changes in general scope or character of the project or its design, particularly those resulting from differing field conditions discovered during construction such as, but not limited to, soil conditions, environmental issues, etc..

Task 2 – Geotechnical Investigations

As a subconsultant to Barge, Building & Earth will perform Geotechnical Investigations and provide the necessary data for the design of the bridge substructure. See attached proposal.

Task 3 – Utility Coordination

Barge will facilitate coordination with utility owners as related to the design of this project. This task includes identifying utility owners, gathering available utility data, distributing information to and from utility owners, identifying apparent conflicts between existing utilities and proposed construction, and monitoring and documenting utility coordination efforts for the purpose of obtaining utility relocation agreements between the City and the utility owner(s). Utility relocation design for water and sanitary sewer infrastructure is detailed in Task 4. Any other utility relocation design is not included in this scope of work.

Deliverables:

The following deliverables will be provided as part of this task:

- Utility Owner Contact Matrix
- Coordination documentation
- Utility Agreements, if necessary

Assumptions:

The following assumptions are applicable to the above scope of services:

- Utility owners will respond and/or provide relevant information in a timely manner.
- Utility relocation design, except for water and sanitary sewer relocation, is not included in this task.

Task 4 – Water and Sanitary Sewer Relocation Plans

Barge will prepare water and sanitary sewer relocation plans to be included in the Construction Documents. Barge's effort will consist of the following:

- Coordinate with the Client's Water Resource Management (WRM) staff to collect data on the existing water and sanitary sewer infrastructure within the project limits. A review of Client records and plans as well as a site visit to determine water and sanitary sewer conflicts in relation to the roadway and bridge construction.
- Coordinate with WRM staff to deconflict utilities.
- Submit Preliminary Utility Relocation Drawings for the Client's review.
- Submit Detailed Utility Relocation Drawings included in the Construction Documents and Summary of Relocation Costs.
    - The water and sanitary sewer relocation drawings are estimated to have 5 sheets, including plan and profile sheets, detail sheets, quantities sheet, and notes sheets.
    - Barge will prepare details and profiles as required for the Project.
    - Barge will review the Client's WRM specifications. No supplemental specifications are anticipated to be developed by Barge. Any revisions to standard specifications will be included as notes on the drawings.

Deliverables:

The following deliverables will be provided as part of this task:

- Preliminary Utility Relocation Drawings (DWG and PDF format)
- Detailed Utility Relocation Drawings

  - Construction drawings in PDF format (one black and white sealed set and one half size, unsealed color set)
- Summary of Relocation Costs

Assumptions:

The following assumptions are applicable to the above scope of services:

- Utility relocation design is for water and sanitary sewer only.
- The information on existing utilities available from the utility owners is expected to be sufficient information for design purposes. If after further review this information is not adequate, then Subsurface Utility Engineering (SUE) services may be needed. If SUE services are needed, this service can be added through a supplemental agreement.
- Utility relocation is assumed to occur within the right-of-way. Providing any type of property or boundary surveys, preparing legal descriptions, or related engineering services or assistance needed for the transfer of interest in real property or acquisition of easements and rights-of-way are not included in the scope of services.
- It is assumed the water and sanitary sewer utilities to be relocated will maintain the same size and specifications. No modeling or size calculations are included in the scope of services.
- It is assumed Barge will address one set of review comments on the preliminary drawings and one set of review comments on the detailed drawings.

Task 5 – Roadway Plans

Barge will prepare Roadway Plans as described:

- Complete roadway design plans for letting in general conformance with current ALDOT road standards utilizing the ALDOT Local Public Agency (LPA) Road Design Policy approved on 4/20/22 or as modified and documented by the Client.
- Develop a design criteria for approval from the Client.
- Coordinate with the Client to include a pavement buildup for required widening and overlay at the newly constructed bridge end.

- Prepare Final Sealed Construction Plans and Engineer's OPCC. This deliverable will address comments received on the 100% plans from the Client's Development Review Team (DRT).

Deliverables:

The following deliverables will be provided as part of this task:

- Roadway Construction Plans (30%, PIH, PS&E, FBC, CB, and OE submittals)
- CADD files for each plan submittal outlined above
- Opinion of Probable Construction Costs (OPCC) for each plan submittal outlined above
- Disposition of comments from the prior review if applicable.

Assumptions:

The following assumptions are applicable to the above scope of services:

- Traffic Impact Study is not required.
- Roadway landscaping and lighting are not included in this scope of work.
- Design will not be phased, and one set of construction documents will be produced.
- Utility relocation design is excluded except for Water and Sanitary Sewer Relocation provided in this proposal.
- The project will be based upon the hydraulic report prepared by Barge in the Structural Alternate Evaluation project. No hydraulic modeling efforts are included under this task.
- ALDOT standard design procedures, standard drawings, and specifications will be used in the development of the construction documents.
- Barge will use Client's specifications, supplemented with ALDOT specifications for developing a Project Manual for Bidding purposes.
- The City will facilitate the Bidding process. Bid Phase Services are not included in this scope of work.
- All property, land acquisition, platting, and zoning issues are assumed to have been resolved, unless noted herein. Right-of-way and/or Easement documents are not included in this scope of work.

- Client understands that Barge has no control over the cost or availability of labor, equipment materials, over-market conditions, or the Contractor's method of pricing, and that Barge's OPCC is made on the basis of Barge's professional judgment and experience. Barge makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from Barge's OPCC.

Task 6 – Bridge Plans

Barge will provide the following services:

- Barge will provide structural engineering and bridge detailing services compliant with current AASHTO LRFD Bridge Design standards, and ALDOT standards.
- Upon selection of a bridge span configuration by the Client during the Structural Alternate Evaluation project, Barge will begin preparing Type, Size, and Location (TS&L) 30% Inspection Plans for the bridge. This will be a Plan, Elevation, and typical section showing the bridge crossing.
- *Final Bridge Design (60%, 95%, and 100% design effort):*
    - Barge will prepare Final Design phase documents for the bridge according to the ALDOT's Structural Detailing Manual to the maximum extent practical.
    - As required by the Structural Design Manual, Barge will prepare a Bridge Load Rating model for the selected design utilizing AASHTOWare and will submit both the model and summary for review.
- Prepare Final Sealed Construction Plans and Engineer's OPCC. This deliverable will address comments received on the 100% plans from the Client's Development Review Team (DRT).

Deliverables:

The following deliverables will be provided as part of this task:

- Bridge TS&L submittal, Bridge Construction Plans (60%, 95%, 100% plan submittals).
- CADD files for each plan submittal outlined above.
- Construction Cost Estimates for each plan submittal outlined above.
- Disposition of comments from the prior review if applicable.

Assumptions:

The following assumptions are applicable to the above scope of services:

- Structural bridge design and detailing will be in general conformance with current AASHTO LRFD Bridge Design Specifications and ALDOT road and bridge standards utilizing the ALDOT Local Public Agency (LPA) Road Design Policy approved on 4/20/22 or as modified and documented by the Client.
- All bridge submittals will be made using electronic submittals and will include the plans, review checklist and QC form, comment disposition (if applicable), and updated OPCC. Beginning at the 60% submittal, Bridge plans will be submitted with the Roadway plans.
- Comments are expected to be combined and delivered in one document after the Client reviews the plans.
- If the Client selects a prestressed superstructure system, along with the final sealed construction plans a calculated load rating will be provided by Barge. If another superstructure system is chosen, a special note will be included on the plans for the manufacturer to provide the calculated load rating of the structure as part of their package.
- Review Contractor submittals for compliance with the specifications and Drawings. Barge's review shall be for general conformity to the construction contract documents and shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs incident thereto. It has been assumed that review time will be limited to the initial submittal and one resubmittal for each separately submitted item. For budgeting purposes, we have assumed up to 4 contractor submittals. Submittals will be review within 5 business days.
- Respond to Contractor Requests For Information (RFIs) and issue clarifications and interpretations of the Contract Documents as necessary and maintain an RFI log. For budgeting purposes, we have assumed up to 6 RFIs. RFI's will be answered within 5 business days.

Task 7 – Grade-Separated Pedestrian Crossing

Barge will provide the following services to support the design of a grade-separated pedestrian crossing if developed in the Structural Alternate Evaluation (SAE) project:

- Barge will provide lighting and electrical design and plans for a grade-separated pedestrian crossing and to support the use of security cameras. Lighting design will be illuminated to IES requirements.

- Barge will provide wayfinding signage at the approaches to the grade-separated pedestrian crossing at up to 2 locations along the trail.

Deliverables:

The following deliverables will be provided as part of this task:

- Lighting and Electrical Plans and Details
- Wayfinding Signing Plans and Details
- Construction Cost Estimates

Assumptions:

The following assumptions are applicable to the above scope of services:

- The pedestrian crossing will be set an elevation above normal water surface elevation to avoid the use of pumps. Pump design and specialized drain systems are not included in this scope of work.
- Any required retaining walls will be contractor-designed. Barge will provide the horizontal and vertical limits of the retaining walls.
- Utility power is available for electrical service.
- Security camera selection, connection to the City network, integration into existing City systems, and/or creation of a new system for monitoring security camera photos/video will be performed by the City.
- Landscaping is not included in this scope of work.
- In the event MPO funding does not allow for the grade-separated pedestrian crossing, Barge will provide the Quantities and Cost Estimates associated with the grade-separated pedestrian crossing separately to be 100% City-funded.

Task 8 – Construction Phase Services

The following construction phase support services are anticipated, to assist the Client in implementing the construction contract:

- Attend pre-construction meeting with Client and the Contractor's representatives.
- Attend monthly construction progress meetings with Contractor and Client.
- Review Contractor's monthly pay applications.
- Perform a pre-final inspection and prepare construction punch-list at Substantial Completion.

- Conduct a final inspection to verify completion of punch list and other items.
- Incorporate Contractor's red-line markups into the electronic drawing files to capture field changes or adjustments made during the execution of the work.

Deliverables:

The following deliverables will be provided as part of this task:

- Contract correspondence.
- Punch-list at Substantial Completion.
- Record drawings – electronic versions, PDF and OpenRoads formats. This document will be prepared based on the contractor's red line markings.

Assumptions:

The following assumptions are applicable to the above scope of services:

- Resident Project Representative (RPR) services are not included in this proposal but can be added as an additional service.
- Client or Contractor directed changes that require design support during construction are not anticipated, such services can be provided as additional services to this proposal.
- Field construction stake-out surveying or as-built surveying are not in included in this scope.
- By performing the construction phase services, Barge shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences or procedures of construction. Barge shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work.
- Barge shall not be responsible for the acts or omissions of the Contractor, or of any subcontractor or supplier, or any of the Contractor's or subcontractor's or supplier's agents or employees or any other persons (except Barge's employees or agents) at the site or otherwise furnishing or performing any of the Contractor's work.

III. Time of Performance

A detailed project schedule will be developed in coordination with the City.

Barge and Client are aware that many factors outside Barge's control may affect Barge's ability to complete the services to be provided under this Scope of Services. Barge will perform these services with reasonable diligence and expediency, consistent with sound professional practices.

IV. Owner's Responsibilities

Barge strives to work closely with our clients. For the project team to function efficiently, certain information is needed to be provided by the City and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

A. Provide information as required to support development of Barge's scope, as required in the project agreement for services.
B. Provide field survey for the project in sufficient detail, limits and format to be readily useable in project design and plans development.
C. Provide a combined package of review comments for each milestone review in a timely manner.
D. Provide single point of contact for project coordination purposes.

V. Compensation

The compensation to be paid to Barge for providing the requested services is provided in the Fee Summary Table below. Client agrees to pay Barge on a Lump Sum basis.

The not to exceed cost to complete this task is estimated to be **$457,103.00**. The project status will be summarized monthly in our progress report and invoice submittal.

Fee Summary Table			
Task	**Scope Item**	**Fee Type**	**Fee Amount**
1	Categorical Exclusion Environmental Document	Lump Sum	$ 67,544.00
	Phase I Cultural Resources Survey (Edwards-Pitman)	Lump Sum	$ 13,364.00
	Aquatic Species Survey (AST Environmental)	Lump Sum	$ 4,200.00
2	Geotechnical Investigations (Building & Earth)	Lump Sum	$ 43,617.00
3	Utility Coordination	Lump Sum	$ 19,956.00
4	Water and Sanitary Sewer Relocation Plans	Lump Sum	$ 31,116.00
5	Roadway Plans	Lump Sum	$ 64,697.00
6	Bridge Plans	Lump Sum	$ 158,297.00
7	Grade-Separated Pedestrian Crossing	Lump Sum	$ 12,489.00
8	Construction Phase Services	Lump Sum	$ 41,823.00
TOTAL		**Lump Sum**	**$ 457,103.00**

Barge will be permitted to move budget between tasks so long as the total fee is not exceeded. Barge will notify the Client if the work is projected to exceed the cost ceiling for this project and will request a contact amendment as appropriate.

We appreciate the opportunity to work with you on this project. If you have any questions or need any additional information, please contact us.

City of Auburn

Replacing Bridge of South Gay Street over Town Creek (BIN 008664)

Project No. STPNU-4126( )

10/30/2026

Legend

- City of Auburn / ALDOT (reviewing agency)
- Barge Design Solutions
- Subconsultant(s) to Barge

| | 10/30/2026 | 11/6/2026 | 11/13/2026 | 11/20/2026 | 11/27/2026 | 12/4/2026 | 12/11/2026 | 12/18/2026 | 12/25/2026 | 1/1/2027 | 1/8/2027 | 1/15/2027 | 1/22/2027 | 1/29/2027 | 2/5/2027 | 2/12/2027 | 2/19/2027 | 2/26/2027 | 3/5/2027 | 3/12/2027 | 3/19/2027 | 3/26/2027 | 4/2/2027 | 4/9/2027 | 4/16/2027 | 4/23/2027 | 4/30/2027 | 5/7/2027 | 5/14/2027 | 5/21/2027 | 5/28/2027 | 6/4/2027 | 6/11/2027 | 6/18/2027 | 6/25/2027 | 7/2/2027 | 7/9/2027 | 7/16/2027 | 7/23/2027 | 7/30/2027 | 8/6/2027 | 8/13/2027 | 8/20/2027 | 8/27/2027 | 9/3/2027 | 9/10/2027 | 9/17/2027 | 9/24/2027 | 10/1/2027 | 10/8/2027 | 10/15/2027 | 10/22/2027 | 10/29/2027 | 11/5/2027 | 11/12/2027 | 11/19/2027 | 11/26/2027 | 12/3/2027 | 12/10/2027 | 12/17/2027 | 12/24/2027 | 12/31/2027 | 1/7/2028 | 1/14/2028 | 1/21/2028 | 1/28/2028 | 2/4/2028 | 2/11/2028 | 2/18/2028 | 2/25/2028 | 3/3/2028 | 3/10/2028 | >> | 11/3/2028 | 11/10/2028 | 11/17/2028 | 11/24/2028 | 12/1/2028 |
|---|---|---

South Gay Street Bridge Replacement

Exhibit A

AUBURN



Legend

Project Area

N

0 150 300 600

Feet

1 inch equals 633 feet

Engr Services

10/28/2026

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. 10 b 3

Council Meeting Date	November 3, 2026
Department	Water Resource Management
Submitted By	Eric Carson
Agenda Section	Resolutions

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

Hazen and Sawyer
100 North Gay Street
Auburn, AL 36830

Description of item under consideration

Resolution authorizing the City Manager to execute contract Amendment No. 1 in the amount of $43,125 with Hazen and Sawyer for the Town Creek Sewer Basin Sanitary Sewer Evaluation Survey (SSES) - Phase II project. This Amendment No. 1 will increase the scope and fee of the Agreement to add the video inspection of approximately 115 sanitary sewer service laterals. The original Professional Services Agreement with Hazen and Sawyer was $248,000 as awarded by City Council Resolution No. 26-187 at its July 7, 2026, meeting.

Why is Council action needed?

Council action is needed to authorize the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Hazen and Sawyer.

Is this a budgeted item?: Yes

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Auburn recognized that it was in the best interest of the City of Auburn to perform a Sanitary Sewer Evaluation Survey (SSES) of the City's sewer infrastructure in the Town Creek sewer sub-basin; and

WHEREAS, on July 7, 2026, the City Council of the City of Auburn awarded the contract for this project to Hazen and Sawyer for $248,000 (Resolution No. 26-187); and

WHEREAS, a contract amendment (Amendment No. 1) is necessary to increase the scope and cost of the project to video a not-to-exceed amount of 115 sanitary sewer service laterals in order to determine if rehabilitation is needed to reduce inflow and infiltration into the City's sanitary sewer collection system.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama, approves and authorizes the City Manager to execute Amendment No. 1 in the amount of $43,125 to increase the City's contract with Hazen and Sawyer for the Town Creek Sewer Basin Sanitary Sewer Evaluation Survey (SSES) – Phase II project as authorized on July 7, 2026, by Resolution No. 26-187.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 3rd day of November 2026.

_____
Mayor

ATTEST:

_____
City Manager

First Amendment to the
Agreement for Professional Services
("Amendment")

City of Auburn ("Client") and Hazen and Sawyer, D.P.C. ("Hazen") previously entered into an Agreement for Professional Services dated July 7th, 2026 (together with any Previous Amendments listed below, the "Agreement"). This Amendment is effective on November 3rd 2026.

The Agreement has been previously amended by the following amendments ("Previous Amendments"): None

WHEREAS, the parties desire to amend Schedule A, Services and/or Schedule B, Fees of the Agreement.

IT IS AGREED:

1. **Defined terms.** Any terms used in this Amendment as defined terms, and which are not defined in this Amendment, shall have the meanings given to those terms in the Agreement.

2. **Schedule A, Services** of the Agreement is hereby modified as follows:

Closed Circuit Television (CCTV) will be performed for select sanitary sewer laterals in areas indicated by high RDII from previous flow monitoring. CCTV of the sanitary sewer laterals will take place by entering the sanitary sewer lateral from the sanitary sewer main. There are an assumed amount of 115 laterals to be CCTV'd.

3. **Fees**.
    a. Schedule B, Fees of the Agreement is hereby modified as follows:

CCTV of sewer laterals at $375.00/ CCTV of sewer laterals not to exceed 115 laterals

    b. This Amendment increases the Agreement maximum amount from $248,000.00 by $43,125.00 to a revised maximum amount of $291,125.00. The cost of the additional and/or changed services shall not exceed $43,125.00.
    c. Payments to Hazen will be made based upon work completed.

4. **Entire Agreement.** The Agreement, as amended by this Amendment, constitutes and contains the entire understanding and agreement of the parties. To the extent that the provisions of this Amendment are inconsistent with the Agreement, the terms of this

Amendment shall control. Except as expressly amended or modified in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect and this Amendment shall be binding upon the parties.

The parties signed this Agreement by their duly authorized representatives.

Client

_____
Name: _____
Title: _____
Date: _____

Hazen

_____
Name: Tom Harwell
Title: Associate Vice President
Date: insert date of signature

Hazen

_____
Name: insert name
Title: insert title
Date: insert date of signature

Agenda Item Summary

Item No. 10 b 4

Council Meeting Date	November 3, 2026
Department	Public Works
Submitted By	Dan Ballard
Agenda Section	Resolutions

Name and address of person(s) or business(es) this item affects:
Sansom Equipment Company
2800 Powell Avenue South
Birmingham, AL 35233

Description of item under consideration
The Public Works Department is requesting to purchase one (1) 2027 Elgin RegenX Street Sweeper for a total cost of $358,109. This street sweeper will replace vehicle number 1483, a 2019 Tymco 600 Street Sweeper assigned to the Landscape and Sustainability Division for use in street sweeping operations.

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

Is this a budgeted item?: Yes

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

THROUGH: Keith Williams, Public Services Executive Director

FROM: Daniel Ballard, Public Works Director

DATE: October 15, 2026

SUBJECT: Purchase One (1) 2027 Elgin RegenX Street Sweeper

The Public Works Department is requesting to purchase one (1) 2027 Elgin RegenX Street Sweeper. This street sweeper will replace vehicle number 1483, a 2019 Tymco 600 Street Sweeper assigned to the Landscape and Sustainability Division for use in street sweeping operations.

Equipment 1483 was purchased on February 1, 2019. The repair costs over the life of the equipment are $98,092, including repair costs of $21,364 over the last two years, and the operational hours are estimated to be 13,000 hours. Additionally, sweeper 1483 has an extensive amount of wear and tear within vital components, including the storage hopper and impeller, rendering it inoperable without substantial repairs. Equipment number 1483 will be surplused.

The Public Works Department recommends purchasing one (1) 2027 2027 Elgin RegenX Street Sweeper for use by the above-mentioned division. This equipment is to be purchased under Sourcewell Cooperative Purchasing Contract 062425-ELG.

VENDOR	CONTRACT PRICE
Sansom Equipment Company 2800 Powell Avenue South Birmingham, AL 35233	$358,109

In consideration of the information provided above, I recommend purchasing this equipment from Sansom Equipment Company for $358,109. Furthermore, I recommend approval for up to ten percent (10%) of the contract amount ($35,810.90) as contingency to be used for unforeseen conditions.

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 one (1) 2027 Elgin RegenX Street Sweeper to be used by the Public Works Department's Landscape and Sustainability Division; and

WHEREAS, Sourcewell Cooperative Purchasing Contract number 062425-ELG establishes the price of the 2027 Elgin RegenX Street Sweeper at $358,109.

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 Sansom Equipment Company to purchase one (1) 2027 Elgin RegenX Street Sweeper at a cost of $358,109, and further authorizes up to ten percent (10%) of the contract amount ($35,810.90) as contingency to be used for unforeseen conditions.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 3rd day of November 2026.

_____
Mayor

ATTEST:

_____
City Manager

QUOTE

Q-100153
Date: Oct 22, 2026
Generated 10/22/2026, 4:14:18 PM

Sourcewell Contract #: 062425-ELG
Sourcewell Customer #: 58923

Sales Rep: Jeff Bodiford
Valid Through: Dec 21, 2026
Delivery: 120-180 Days

QUOTED TO

City of Auburn (AL)

4277 Wire Rd #300
Auburn, AL, 36830

CONTACT

Kevin Callahan

Fleet Manager
334-501-3097
kcallahan@auburnalabama.org

QTY	DESCRIPTION
1	NEW ELGIN REGENX REGENERATIVE AIR STREET SWEEPER WITH 8.0 CUBIC YARD DEBRIS BODY, DUAL SIDE BROOMS AND JOHN DEER 4045 T4F AUXILIARY ENGINE
1	IN-CAB LEFT SIDE GUTTER BROOM TILT
1	IN-CAB RIGHT SIDE GUTTER BROOM TILT
1	SIDE BROOM SCRUB IN FRONT OF SWEEP HOOD
1	FRONT SPRAY BAR
1	RIGHT SIDE INSPECTION DOOR
1	LIFE LINER HOPPER SYSTEM W/ LIFETIME WARRANTY
1	ADDITIONAL WATER CAPACITY 350 GALLONS
1	IN-CAB HOPPER DUMP
1	TURBO II PRECLEANER
1	ELECTRIC AUXILIARY HYDRAULIC PUMP
1	HYDRAULIC OIL TEMPERATURE SHUT-DOWN
1	HYDRANT WRENCH
1	RIGHT SIDE TOOLBOX
1	(2) LED ALTERNATING REAR FLASHERS
1	(2) LED BEACONS
1	LED ARROW STICK
1	HOPPER DELUGE

QTY	DESCRIPTION
1	HYDRAULIC WANDERING HOSE
1	LEFT SIDE EXTENSION TUBES AND RACK
1	HIGH PRESSURE WASH-DOWN
1	HP WASH-DOWN HOSE REEL
1	SOURCEWELL CONTRACT DISCOUNT: -$6,834.00
1	NEW FREIGHTLINER M2 106 NON-CDL CHASSIS 26,000 GVWR
1	FREIGHT AND DELIVERY - AUBURN, AL

Subtotal	$355,609.00
Freight	$2,500.00
Total	**$358,109.00**

Quote valid through the expiration date shown above. Prices and availability subject to change.
State/Local/Federal taxes are not included unless shown as a line item in this quote.

Sansom Equipment Company
2800 Powell Avenue South
Birmingham, Alabama 35233
(205) 324-3104


REGENERATIVE AIR SYSTEMS
TYMCO
WACO, TEXAS
600
AIR SWEEPER
TYMCO
WACO
TEXAS
1483
AUBURN
ALABAMA
CAUTION



Agenda Item Summary

Item No. 10 c

Council Meeting Date	November 3, 2026
Department	Office of the City Manager
Submitted By	Megan Crouch
Agenda Section	Resolutions

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

Adare Development Group, LLC
Auburn, AL 36830

City of Auburn

Description of item under consideration

The City of Auburn ("City") currently owns an undeveloped parcel of approximately 61 acres at the corner of Society Hill Road and Moores Mill Road, commonly referred to as Society Hill Park. Recently, an adjacent property owner, Adare Development Group, LLC ("Adare") approached the City with a proposal to acquire the Society Hill Park property through a property exchange. Adare currently owns, and is offering to the City, a parcel ("Adare Parcel") within the Auburn city limits that has extensive frontage on West Farmville Road as well as access to Bud Black Road. The Adare Parcel, also known as the West Farmville property, constitutes approximately 134 acres of undeveloped rolling upland pasture interspersed with mature stands of hardwood trees.

Through the attached Real Estate Exchange Agreement, Adare has proposed the transaction as an equal land swap with the City; with neither party contributing additional capital or cash equalization. If approved, this transaction would net the City of Auburn a park property that is 73 acres larger than the Society Hill Park property and located in the northwestern quadrant of the city which remains a high-growth area but currently lacks existing or proposed park infrastructure.

Why is Council action needed?

Council action is needed for the Mayor and City Manager to execute the Real Estate Exchange Agreement.

Is this a budgeted item?: N/A

AUBURN
ALABAMA

MEMORANDUM

TO: Mayor and City Council

FROM: Megan McGowen Crouch, City Manager
Keith Williams, Public Services Executive Director
Alison S. Hall, Parks and Recreation Director

DATE: October 30, 2026

SUBJECT: Real Estate Exchange Agreement – Adare Development Group, LLC

The City of Auburn ("City") currently owns a parcel of approximately 61 acres at the corner of Society Hill Road and Moores Mill Road, commonly referred to as Society Hill Park. On October 3rd, 2000, the City Council approved resolution 00-131 to purchase the property for $425,000 with the anticipation the City would utilize the property for parks and recreation purposes.

Recently, an adjacent property owner Adare Development Group, LLC ("Adare") approached the City with a proposal to acquire the Society Hill Park property through a property exchange. Adare currently owns, and is offering to the City, a parcel ("Adare Parcel") within the Auburn city limits that has extensive frontage on West Farmville Road as well as access to Bud Black Road. The Adare Parcel, also known as the West Farmville property, constitutes approximately 134 acres of undeveloped rolling upland pasture interspersed with mature stands of hardwood trees.

Through the attached Real Estate Exchange Agreement, Adare has proposed the transaction as an equal land swap with the City; with neither party contributing additional capital or cash equalization.

In evaluating the merits of the property exchange agreement, staff collectively reviewed whether the transaction would benefit the City in serving its citizens. A number of key aspects were considered, including:

- **The location and orientation of the Society Hill Park property for use as a park.**
  The Society Hill Park property resides at the corner of Society Hill Road and Moores Mill Road in the extreme southeast portion of the City. Early concepts for the property considered constructing baseball, softball and multipurpose fields. However, City staff diverted from this concept as the demand for those facilities was programmed (or had already been constructed) elsewhere throughout the city. Further, developing athletic fields in this location would only serve to provide tertiary economic impacts (restaurant and hotel use) for businesses outside of Auburn. As a result, recent City staff discussions for the property had centered on use of the property as a cemetery.

- **Recent opening of multiple phases at Lake Wilmore Park.**
  Over the past three years the City has opened multiple phases of work at Lake Wilmore Park. Lake Wilmore Park is located just a short drive from the Society Hill Park property and has brought to the public a gymnasium, indoor walking track, fitness center, indoor pool, meeting spaces, covered pickleball, playground and lighted, artificial turf multipurpose fields. As a result, Lake Wilmore Park already serves, in close proximity, the residents of south and southeast Auburn with a robust and high-quality park facility.

- **The location and orientation of the West Farmville property.**
  The property the City is proposed to receive resides in the northwestern quadrant of the city. This portion of the City remains a high-growth area but currently lacks existing and proposed park infrastructure. Obtaining the West Farmville property represents a rare and highly valuable opportunity to serve nearby residents.

- **The net gain in useable acreage.**
  City staff conducted a site visit to the West Farmville property to carry out a cursory evaluation of the land. The property is an attractive undeveloped tract of land featuring pastures and stands of mature trees. Consisting of approximately 134 acres, the West Farmville property represents a net gain of 73 acres of land over the Society Hill property, vastly increasing the options for which the City might make use of the land.

The proposed Real Estate Exchange Agreement grants the City a 45-day due diligence period. Staff will utilize the due diligence period to further evaluate the property and to get appraisals for both the Society Hill Park property and the West Farmville/Adare Parcel to confirm the value of the parcels. If the parcel values are confirmed and there are no other concerns identified during the due diligence period, the City would proceed as identified in the Real Estate Exchange Agreement.

In consideration of the factors detailed above, staff recommends City Council approve proceeding with the execution of the proposed Real Estate Exchange Agreement, to exchange the City's 61-acre Society Hill property for the Adare 134-acre West Farmville property being offered.

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Auburn recognizes that it is in the best interest of the City of Auburn ("City") to own sufficient public park property in areas throughout the city; and

WHEREAS, Adare Development Group, LLC ("Adare") approached the City to acquire approximately 61 acres of property the City owns ("City Parcel") in exchange for approximately 134 acres of property Adare owns ("Adare Parcel") with neither party contributing additional capital or cash equalization; and

WHEREAS, the City recently completed improvements at Lake Wilmore Park which is in reasonable proximity to the City Parcel in the southeastern quadrant of the city; and

WHEREAS, the Adare Parcel is 73 acres larger than the City Parcel and located in the northwestern quadrant of the city which remains a high-growth area but currently lacks existing or proposed park infrastructure; and

WHEREAS, the terms and conditions of the property exchange are reflected in the Real Estate Exchange Agreement ("Agreement") attached hereto as Exhibit A.

N**OW THEREFORE, BE IT RESOLVED** that the City Council of the City of Auburn, Alabama, does hereby authorize the Mayor and City Manager to execute the attached Real Estate Exchange Agreement with Adare Development Group, LLC and any other documents necessary to facilitate the exchange of the property.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 3rd day of November 2026.

_____
Mayor

ATTEST:

_____
City Manager

Exhibit A

REAL ESTATE EXCHANGE AGREEMENT
(For the Exchange of Lands)

THIS REAL ESTATE EXCHANGE AGREEMENT (this "Agreement") is entered into as of the ___ day of November 2026 (the "Effective Date"), by and between Adare Development Group LLC, an Alabama limited liability company ("Adare"), and City of Auburn, Alabama, a municipal corporation ("City"). Adare and the City are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. Adare has certain contractual rights for the real estate situated in Auburn, Lee County, Alabama as more particularly described as Tax Parcel 43 08 02 04 2 000 001.000 (the "Adare Parcel") which entitle it to become the fee simple owner.

B. City is the owner of certain real estate situated in Auburn, Lee County, Alabama as more particularly described as Tax Parcel 43 18 01 02 0 000 082.000 (the "City Parcel").

C. The Adare Parcel and the City Parcel are referred to herein collectively as the "Exchange Parcels." The Parties have determined that the Adare Parcel and the City Parcel are of substantially equal fair market value, such that the exchange contemplated herein constitutes an exchange for full and adequate consideration and does not involve the grant, donation, or lending of public funds, property, or credit.

D. Adare desires to acquire the Adare Parcel and to convey the same to the City in exchange for the City Parcel, and the City desires to convey the City Parcel to Adare in exchange for the Adare Parcel, all on the terms set forth herein.

NOW THEREFORE, in consideration of the terms, covenants and conditions hereinafter set forth, to be kept and performed by the parties hereto, the Parties hereby agree as follows:

ARTICLE 1
THE EXCHANGE

SECTION 1.1 Exchange of Parcels. At Closing, and subject to the terms and conditions of this Agreement, (a) Adare shall convey the Adare Parcel to the City, and (b) the City shall convey the City Parcel to Adare. Each conveyance shall include all easements, licenses, rights of way, and appurtenances belonging or pertaining to the applicable Exchange Parcel, and all fixtures and improvements located thereon.

SECTION 1.2 Consideration; No Equalization Payment. The Parties acknowledge and agree that the Exchange Parcels are of substantially equal fair market value in the amount of $5,100,000.00 for each Exchange Parcel and that the conveyance of each Exchange Parcel constitutes full and adequate consideration for the conveyance of the other. No cash purchase price or equalization payment shall be payable by either Party at Closing.

SECTION 1.3 No Earnest Money. No earnest money or deposit shall be required of either Party.

SECTION 1.4 Reciprocal Convention. As used herein, with respect to each Exchange Parcel, the "Conveying Party" means the Party obligated to convey that Exchange Parcel (Adare as to the Adare Parcel; the City as to the City Parcel), and the "Receiving Party" means the Party entitled to receive that Exchange Parcel (the City as to the Adare Parcel; Adare as to the City Parcel). Provisions of this Agreement stated in terms of the Conveying Party and the Receiving Party apply separately and reciprocally to each Exchange Parcel.

SECTION 1.5 Simultaneous Closing. The conveyance of each Exchange Parcel is expressly conditioned upon the simultaneous conveyance of the other. Neither deed shall be delivered, released from escrow, or recorded unless and until Muncie Mattson & Gunter P.C. (the "Escrow Agent") is in a position to deliver and record both. If either conveyance fails for any reason, the other shall be of no force or effect, and the Escrow Agent shall return all documents and funds to the depositing Party.

ARTICLE 2
DUE DILIGENCE REVIEW

SECTION 2.1 Due Diligence Period. From the Effective Date until December 18, 2026 (the "Due Diligence Period"), each Receiving Party, at its sole cost and expense, may conduct a due diligence review of the Exchange Parcel it is to receive, including inspection of physical and environmental conditions, soils, utilities, access, zoning and entitlements, and all books, records, and files relating to that Exchange Parcel. On or before expiration of the Due Diligence Period, each Receiving Party may notify the other in writing of its approval or disapproval of its due diligence review, which may be disapproved in that Party's sole and absolute discretion. If a Party delivers notice of disapproval of its due diligence review during the Due Diligence Period, then this Agreement shall terminate.

SECTION 2.2 Title Commitment. Each Receiving Party shall obtain, at its sole cost and expense, a commitment for an ALTA owner's policy of title insurance on the Exchange Parcel it is to receive (each, a "Title Commitment"), issued by Stewart Title Guaranty Company through Plains Title & Escrow LLC, as issuing agent (the "Title Company"), in the amount of the value, deemed to be $5,100,000.00, of that Exchange Parcel.

SECTION 2.3 Survey. Each Receiving Party may obtain, at its sole cost and expense, a current ALTA/NSPS Land Title Survey of the Exchange Parcel it is to receive, prepared by a surveyor licensed in the State of Alabama.

SECTION 2.4 Title Objections and Cure. On or before the date that is ten (10) days prior to expiration of the Due Diligence Period, each Receiving Party shall notify the Conveying Party in writing of any matter shown on the Title Commitment or Survey to which it objects (an "Objection"). Matters not objected to shall be "Permitted Exceptions." The Conveying Party shall notify the Receiving Party within five (5) days whether it will cure each Objection. Mortgages, judgment liens, tax liens, mechanics' liens, and other monetary liens created by or through the Conveying Party shall be satisfied at or before Closing whether or not objected to. If the Conveying

Party declines or fails to cure a non-monetary Objection, the Receiving Party may (a) waive the Objection and proceed, or (b) terminate this Agreement.

SECTION 2.5 License to Enter. Each Conveying Party grants the other Party and its agents a license to enter upon the Exchange Parcel it conveys for purposes of conducting due diligence, subject to reasonable advance notice, compliance with applicable law, and maintenance of commercially reasonable liability insurance. Each entering Party shall restore any damage caused by its investigations and shall indemnify the other Party against claims arising from its entry, excluding claims arising from the mere discovery of a pre-existing condition. This Section shall survive termination. Notwithstanding the foregoing, Adare shall obtain the existing record owner's consent prior to City's entry upon the Adare Parcel.

ARTICLE 3
CONDITIONS PRECEDENT

SECTION 3.1 Mutual Conditions. The obligation of each Party to close is conditioned upon each of the following, any of which may be waived only in writing by both Parties:

(a) The Parties acknowledge that Adare does not hold record title to the Adare Parcel as of the Effective Date. Adare shall acquire fee simple title to the Adare Parcel from the record owner immediately prior to, and as a condition of, the conveyance of the Adare Parcel to the City at Closing.

(b) All ordinances, resolutions, findings, determinations, authorizations, consents, votes, notices, advertisements, publications, public hearings, and other actions or proceedings, if any, required to be adopted, taken, given, or obtained by the City under applicable law, the City's charter, and the City's ordinances and adopted procedures to authorize the City to enter into this Agreement and to lawfully convey the City Parcel shall have been duly completed in compliance with all applicable substantive and procedural requirements, shall remain in full force and effect as of Closing, and shall not have been rescinded, repealed, amended in any material respect, stayed, or enjoined.

(c) The simultaneous conveyance of both Exchange Parcels as provided in Section 1.5.

(d) Absence of any injunction, order, or pending proceeding restraining the exchange.

SECTION 3.2 Conditions in Favor of Each Receiving Party. The obligation of each Receiving Party to close is further conditioned upon each of the following, which may be waived in whole or in part by that Receiving Party in its sole discretion:

(a) Approval, or deemed approval, of its due diligence review under Article 2.

(b) The Title Company's irrevocable commitment to issue an ALTA owner's policy insuring the Receiving Party as owner of good and marketable fee simple title to the Exchange

Parcel it receives, subject only to the Permitted Exceptions, with the standard exceptions for mechanics' and materialmen's liens deleted.

(c) The truth and accuracy in all material respects, as of the Closing Date, of the Conveying Party's representations and warranties.

(d) Performance in all material respects by the Conveying Party of its obligations hereunder, and delivery of all closing deliveries required of it.

(e) No material adverse change in the physical or environmental condition of the Exchange Parcel it is to receive since expiration of the Due Diligence Period.

SECTION 3.3 Additional Condition in Favor of Adare. Adare's obligation to close is further conditioned upon the City Parcel being released or having assurances that such City Parcel is unencumbered by that certain right of repurchase held by Dixie Realty, LLC. Adare has entered into an agreement to release the right of repurchase with Dixie Realty, LLC and secured a recordable release of said right.

SECTION 3.4 Failure of Condition. If any condition set forth in this Article is not satisfied or waived by the Closing Date, the Party in whose favor the condition runs may, by written notice, (a) terminate this Agreement, or (b) waive the condition and proceed to Closing. Termination under this Section shall not constitute a default and shall not give rise to any liability, except where the failure of the condition results from a Party's breach of its obligations hereunder.

ARTICLE 4
CLOSING

SECTION 4.1 Closing Date, Time and Location. The closing of the transaction set forth herein (the "Closing") shall take place on or before February 15, 2027 (the "Closing Date") at the offices of Adare's counsel, Muncie Mattson & Gunter P.C., at a time mutually agreeable to the Parties, unless the Parties mutually agree on another date, time and location.

SECTION 4.2 Adare's Closing Deliveries. At Closing, Adare shall execute and deliver, or cause to be delivered:

(a) A statutory warranty deed conveying the Adare Parcel to the City, subject only to the Permitted Exceptions, in recordable form.
(b) An owner's affidavit and lien waiver affidavit from Adare, in form acceptable to the Title Company.
(c) A Real Estate Sales Validation Form (RT-1) for the deed to the City, and such other transfer tax documentation as the Judge of Probate requires.
(d) A settlement statement, and such further documents as the Title Company or the City may reasonably require.

SECTION 4.3 City's Closing Deliveries. At Closing, the City shall execute and deliver:

(a) A statutory warranty deed conveying the City Parcel to Adare, subject only to the Permitted Exceptions.
(b) An owner's affidavit in form acceptable to the Title Company, limited to the actual knowledge of the City Manager.
(c) A Real Estate Sales Validation Form (RT-1) for the deed to Adare.
(d) A settlement statement, and such further documents as the Title Company or Adare may reasonably require.

SECTION 4.4 Prorations. To the extent ad valorem taxes and assessments are assessed against an Exchange Parcel for the tax year in which Closing occurs, the same shall be prorated between the Conveying Party and the Receiving Party as of the Closing Date, with the Conveying Party responsible for the portion attributable to the period ending on the Closing Date and the Receiving Party responsible thereafter.

SECTION 4.5 Closing Costs. Each Party shall bear the fees of its own attorneys, appraisers, surveyors, and consultants. Each Receiving Party shall pay the premium for the owner's policy insuring the Exchange Parcel it receives, the cost of its own survey and environmental assessments, and the recording fees and deed tax for the deed conveying that Exchange Parcel to it. Each Conveying Party shall pay the cost of preparing its deed and the cost of curing title defects it is obligated to cure. Any closing or escrow fee charged by Escrow Agent shall be divided equally. Adare shall pay all costs of acquiring the Adare Parcel, including the deed tax and recording fees on the deed from the record owner to Adare.

SECTION 4.6 Possession. Each Conveying Party shall deliver exclusive possession of the Exchange Parcel it conveys at Closing, free of all tenancies and parties in possession, except as expressly permitted.

SECTION 4.7 Legal Description. For purposes of the statutory warranty deed and other documents to be delivered at Closing, the legal description of each Exchange Parcel shall be as set forth in the Title Commitment. To the extent that the Survey describes property in excess of such legal description, the excess will be conveyed by a quitclaim deed and other documents and instruments which are to be delivered at Closing.

ARTICLE 5
COMMISSIONS

Each Party represents that no broker's commission or fee is due upon Closing through it, and shall indemnify the other against any such claim, including defense costs. The City's indemnity is subject to any limitations applicable under Alabama law.

ARTICLE 6
MAINTENANCE OF PROPERTY PENDING CLOSING

Between the Effective Date and Closing, each Conveying Party, to the extent such Exchange Parcel is within its control, shall maintain the Exchange Parcel it conveys in substantially its present condition, shall not commit waste, and shall pay all taxes, assessments, and charges accruing prior to Closing.

ARTICLE 7
RISK OF LOSS FROM CASUALTY OR CONDEMNATION

Risk of loss to each Exchange Parcel remains with the Conveying Party until Closing. If material damage occurs to either Exchange Parcel prior to Closing, the Receiving Party may (a) terminate this Agreement, or (b) proceed to Closing and receive an assignment of all insurance proceeds and payment of any deductible. Because the exchange is reciprocal, termination by either Receiving Party terminates the entire Agreement.

If prior to Closing any portion of either Exchange Parcel is taken or threatened to be taken by condemnation by an authority other than the City, the Receiving Party may (a) terminate this Agreement, or (b) proceed to Closing and receive an assignment of the condemnation award. The City shall not initiate condemnation of the Adare Parcel during the term of this Agreement.

ARTICLE 8
REPRESENTATIONS, WARRANTIES AND COVENANTS

SECTION 8.1 Reciprocal Representations of Each Conveying Party. Each Conveying Party represents and warrants to the Receiving Party, as of the Effective Date and again as of the Closing Date, solely as to the Exchange Parcel it conveys:

(a) It has the right, power, and authority to enter into and perform this Agreement. Adare is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Alabama. The City is a municipal corporation duly organized and existing under the laws of the State of Alabama.

(b) Execution and performance of this Agreement do not violate and will not create a default under any instrument affecting the Exchange Parcel it conveys, any law or order binding upon it, or its governing documents.

(c) Except as disclosed in writing, it has granted no unrecorded option, right of first refusal, right of first offer, or other right to acquire the Exchange Parcel it conveys that remains in effect.

(d) There is no action, suit, or proceeding pending or, to its actual knowledge, threatened, that affects its right to convey the Exchange Parcel it conveys or the title thereto.

(e) It has received no written notice of any pending or threatened condemnation or eminent domain proceeding affecting the Exchange Parcel it conveys.

(f) It has received no written notice of any pending special assessment or proposed special assessment district affecting the Exchange Parcel it conveys.

(g) It has received no written notice of violation of any law, regulation, or ordinance affecting the Exchange Parcel it conveys that remains uncured.

(h) There are no unpaid bills or claims for labor or materials furnished to the Exchange Parcel it conveys that could give rise to a lien.

(i) There are no leases, licenses, occupancy agreements, or service contracts affecting the Exchange Parcel it conveys that will survive Closing, except as disclosed in writing during the Due Diligence Period.

(j) To its actual knowledge, no Hazardous Material has been generated, stored, released, or disposed of on the Exchange Parcel it conveys in violation of applicable environmental laws, and it has received no written notice of any such condition or of any underground storage tank located thereon.

"Hazardous Material" means, without limitation, any substance or material defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "acutely hazardous waste", "restricted hazardous waste", "toxic substances" (including toxic mold) or "known to cause cancer or reproductive toxicity" (or words of similar import), petroleum products (including crude oil or any fraction thereof) or any other chemical, substance or material which is prohibited, limited or regulated under any federal, state or local law, ordinance, regulation, order, permit, license, decree, common law, or treaty regulating, relating to or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health and safety, the environment, or natural resources. For purposes of this Section 8.1(j), laws and regulations shall include, but not be limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1901, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 901, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Oil Pollution Act of 1990, 33 U.S.C. § 2701, et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651, et seq.; and in the regulations adopted pursuant to such laws; and any substance or material which has been determined by a state, federal or local governmental authority with jurisdiction over the Exchange Parcel to be capable of posing a risk of injury to health or safety.

SECTION 8.2 Condition Precedent. The truth and accuracy of and continued compliance with the foregoing representations and warranties on the Closing Date shall be a condition precedent to the performance by each Party of its obligations under this Agreement.

ARTICLE 9
DEFAULT

SECTION 9.1 Notice and Cure. Neither Party shall be in default hereunder until it has received written notice of the asserted default and has failed to cure within five (5) days as to a monetary default or fifteen (15) days as to a non-monetary default.

SECTION 9.2 Remedies. Because each Exchange Parcel is unique and monetary damages would be inadequate, upon a default by either Party the non-defaulting Party may (a) terminate this Agreement and recover its actual out-of-pocket third-party costs incurred in connection with this transaction, not to exceed $10,000, or (b) seek specific performance of this Agreement, provided suit is filed within ninety (90) days after the Closing Date. Neither Party shall be liable for consequential, punitive, or speculative damages.

ARTICLE 10
MISCELLANEOUS

SECTION 10.1 Notices. All notices shall be in writing and delivered by hand, nationally recognized overnight courier, certified mail return receipt requested, or email with confirmed transmission followed by one of the foregoing methods, to:

If to Adare:
Adare Development Group LLC
472 N. Dean Road
Auburn, Alabama 36830
Attn: Colin Jones
Email: colin@caamrealestate.com

with a copy to:
Muncie Mattson & Gunter P.C.
987 Drew Lane
Auburn, Alabama 36830
Email: richmond@auburnfirm.com

If to the City:
City of Auburn, Alabama
144 Tichenor Avenue
Auburn, Alabama 36830
Attn: City Manager
Email: mmcgowen@auburnalabama.org

Escrow Agent:
Muncie Mattson & Gunter P.C.
987 Drew Lane
Auburn, Alabama 36830
Attn: Richmond Gunter

Each such notice or other communication shall be deemed given upon receipt or refusal to accept receipt. Notices by electronic means are deemed received upon confirmed delivery.

SECTION 10.2 Captions. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. This Agreement is the product of negotiation between the Parties and shall not be construed against either Party as drafter.

SECTION 10.3 Entire Agreement; Modification. This Agreement, together with its exhibits, constitutes the entire agreement of the Parties with respect to the Exchange Parcels and supersedes all prior oral and written agreements. No amendment or waiver is effective unless in writing and signed by both Parties.

SECTION 10.4 Binding Effect; Time of Essence. All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns. Time is of the essence of this Agreement. If any deadline falls on a Saturday, Sunday, or legal holiday, it is extended to the next business day.

SECTION 10.5 Attorneys' Fees. Each Party is responsible for the costs and expenses associated with its respective legal counsel. Muncie Mattson & Gunter P.C. shall act as closing and escrow agent hereunder. The Parties acknowledge and agree that Muncie Mattson & Gunter P.C. represents Adare in connection with this transaction and does not represent City.

SECTION 10.6 Governing Law. The Agreement shall be governed by and interpreted under the laws of the State of Alabama, without regard to its principles of conflicts of law.

SECTION 10.7 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which is an original and all of which constitute one instrument. Signatures delivered by electronic means are as effective as originals.

SECTION 10.8 Assignment. Adare may, without the City's consent, assign this Agreement to an entity that controls, is controlled by, or is under common control with Adare ("control" meaning the direct or indirect power to direct an entity's management and policies, whether through voting interests, by contract, or otherwise), upon written notice to the City delivered not less than ten (10) days prior to Closing, together with evidence reasonably satisfactory to the City of the control relationship. No such assignment shall release Adare, which shall remain jointly and severally liable hereunder, and the assignee shall assume all obligations in writing. Any other assignment by Adare requires the City's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. The City may not assign this Agreement without Adare's consent.

SECTION 10.9 Severability; No Third-Party Beneficiaries. If any provision is held invalid or unenforceable, the remainder shall continue in effect, provided the essential exchange of consideration is preserved. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns, and confers no rights on any other person.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ADARE:

ADARE DEVELOPMENT GROUP LLC,
an Alabama limited liability company

By: _____

Name: Colin Jones

Its: Manager

CITY:

CITY OF AUBURN, ALABAMA,
an Alabama municipal corporation

By: _____

Name: _____

Its: _____

Society Hill Park



Area of Interest

N

0 175 350 700

Feet

1 inch equals 700 feet

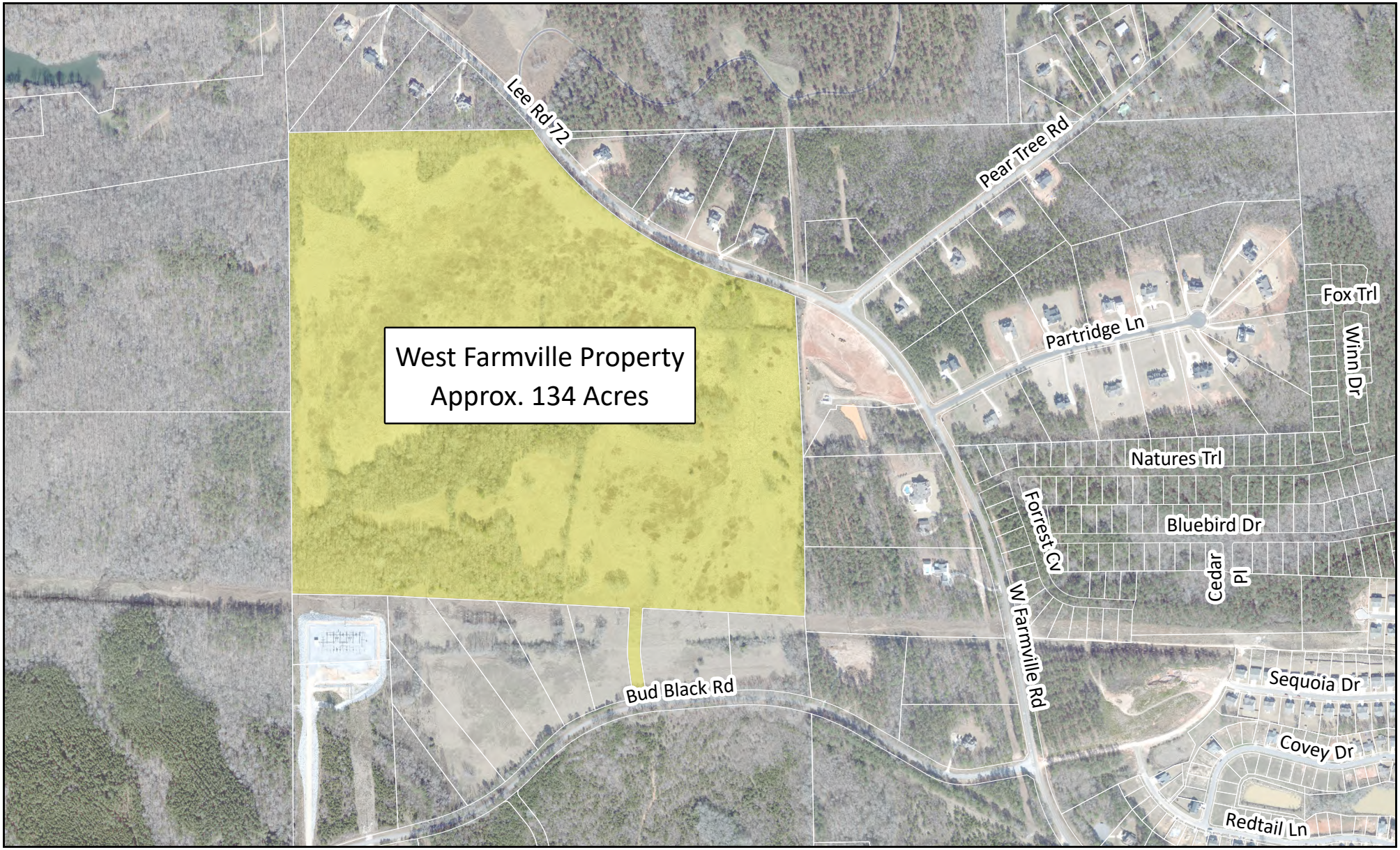
Development Services

10/30/2026

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.

West Farmville Property

AUBURN



Area of Interest

N

0 175 350 700

Feet

1 inch equals 700 feet

Development Services

10/30/2026

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