AUBURN
ALABAMA

October 2025
Meeting Schedule

1	**Board of Zoning Adjustment**, 4:30 p.m., Council Chamber, 141 North Ross Street
2	**City Council Agenda Review,** 4 p.m., City Manager's Conference Room, 144 Tichenor Avenue
3	**Tree Commission,** 11:30 a.m., Harris Center, 425 Perry Street
6	**Planning Commission Packet Meeting,** 12 p.m., DSB Conference Room, 171 North Ross Street
	Cemetery Advisory Board, 4 p.m., Harris Center, 425 Perry Street
7	**Parks & Recreation Advisory Board**, 11:45 a.m., Harris Center, 425 Perry Street
	Downtown Design Review Committee, 4 p.m., DSB Conference Room, 171 North Ross Street
	Committee of the Whole, TBD, Council Chamber, 141 North Ross Street
	City Council, 6:00 p.m., Council Chamber, 141 North Ross Street
9	**Planning Commission,** 5 p.m., Council Chamber, 141 North Ross Street
14	**Historic Preservation Commission,** 4 p.m., DSB Conference Room, 171 North Ross Street
16	**City Council Agenda Review,** 4 p.m., City Manager's Conference Room, 144 Tichenor Avenue
21	**Auburn Public Library Board**, 11 a.m., Auburn Public Library, 749 E. 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
23	**Water Works Board,** 4 p.m., Water Board Conference Room, 1501 West Samford Avenue
30	**City Council Agenda Review,** 4 p.m., City Manager's Conference Room, 144 Tichenor Avenue

Meeting times and places are subject to change.

For more information, including a map of City meeting locations,
please visit www.auburnalabama.org/boards.

COMMITTEE OF THE WHOLE

AGENDA

October 7, 2025

5:55 PM

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

2. **MINUTES**. September 16, 2025.

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

4. **ADJOURNMENT**.

CITY OF AUBURN

COMMITTEE OF THE WHOLE

September 16, 2025

MINUTES

The City Council of the City of Auburn met in the Council Chamber of the Auburn Public Safety Building at 141 North Ross Street as a Committee of the Whole on Tuesday, September 16, 2025, at 5:55 PM.

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

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

2. **MINUTES**. September 2, 2025.

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

3. **INDUSTRIAL DEVELOPMENT BOARD**. Mayor Pro Tem Witten.
Two (2) vacancies. Terms begin October 10, 2025, and October 9, 2031.
Incumbents: Bill Ham (1 full term) and Laura Cooper (2 full terms).

Councilmember Griswold moved to postpone the item to October 7 to allow Councilmember Parsons to contribute to the discussion.
Councilmember Moreman seconded the motion, and the following members voted aye: Moreman, Griswold, and Taylor. Voting no: Adams, Coblentz, Dawson, Witten, and Mayor Anders.

Mayor Pro Tem Witten nominated Bill Ham to the Industrial Development Board.
Councilmember Adams seconded the motion.

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

Mayor Anders said Bill Ham would be appointed on the regular agenda.

Mayor Pro Tem Witten nominated Cristen Herring to the Industrial Development Board.
Councilmember Coblentz seconded the motion.

Councilmember Griswold nominated Walt Buie to the Industrial Development Board.
Councilmember Moreman seconded the motion.

Upon the vote for Cristen Herring the following Councilmembers voted aye: Adams, Coblentz, Dawson, Witten and Mayor Anders.

Mayor Anders said Cristen Herring would be appointed on the regular agenda.

4. **LEE COUNTY YOUTH DEVELOPMENT CENTER**. Mayor Pro Tem Witten.
One (1) vacancy. Term begins October 1, 2025, and ends September 30, 2029.
Incumbent: Dolly Marshall (1 full term).

Mayor Pro Tem Witten nominated Dolly Marshall to the Lee County Youth Development Center.
Councilmember Adams seconded the motion.

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

Mayor Anders said Dolly Marshall would be appointed on the regular agenda.

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

None.

6. **ADJOURNMENT**.

There being no further business, the meeting was adjourned at 6:12 PM.

_____
Mayor

ATTEST:

_____
City Manager

Auburn City Council
October 7, 2025
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

Damion Barry	Police

Service Awards

Dekelvin Spinks	Environmental Services	5 years
Robert Hollingshead	Parks and Recreation	5 years
Joshua Blackwood	Police	5 years
Kolby Lee	Police	5 years
Shontavius Smith	Police	5 years
Mike Brogan	Economic Development	10 years
Ivey Culver	Environmental Services	10 years
Jeremy Powers	Water Resource Management	10 years
Heather Dean	Police	10 years
Brad Perry	Police	10 years
Kari Carpenter	Library	15 years
Francis West	Public Works	15 years
Brad Griffith	Engineering Services	20 years
Amy Gilbert	Finance	20 years
Teresa Frazier	Public Works	20 years
Jeffery Nolen	Water Resource Management	20 years
Montary Smith	Environmental Services	25 years
Mikel Thompson	Water Resource Management	25 years

Richard Hudmon	Water Resource Management	30 years
Retiree:		
Freddie Baker	Environmental Services	36 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 announcements. Parks and Recreation Advisory Board. Two (2) vacancies. Terms begin December 1, 2025, and end November 30, 2029. Appointments November 4, 2025.

8. **CONSIDERATION OF CONSENT AGENDA.**

a. Minutes. September 16, 2025.

b. Alcohol beverage licenses.

1. B and B Sigma Chi. 140 – Special Events Retail ABC License. 737 West Magnolia Avenue.

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

3. Plainsman Park. 140 – Special Events Retail alcohol beverage licenses. 351 South Donahue Drive.

4. Plainsman Park. 140 – Special Events Retail ABC License. 351 South Donahue Drive.

c. Taxpayer penalty waiver requests.

1. Hilton Garden Inn.

2. Scheel's All Sports, LLC.

d. Contracts and agreements.

1. 68V Greenwood Village 2026, LLC. Infrastructure development agreement. Greenwood Village.

2. Alabama Department of Transportation. Funding Agreement. Project No. CRPAU-4126( ) for fiber installation. $176,000.

3. C Spire Business. Cisco voice services renewal.$107,921.52.

4. CARE Humane Society. Animal sheltering services for FY 2026. $228,408.

5. Cleveland Brothers, Inc. Infrastructure development agreement. Woodson Hills.

6. Evergreen Landscaping Company. Interchange Landscape Maintenance Exit 50 and Exit 57. $80,000.

7. Floyd Service Company, Inc. Musco Sports Lighting System installation on the baseball field at Martin Luther King Park. $31,980.

8. Headley Construction Corporation. Resurface 16 Hydro Clay Courts. Yarbrough Tennis Center. $127,000.

9. Headley Construction Corporation. Resurface 12 Hard Courts. Yarbrough Tennis Center. $98,000.

10. Hise Contracting Solutions. 358 Estate Avenue Storm Sewer Extension. $113,942.68.

11. Kronos SaaShr, Inc., A UKG Company. Purchase UKG timeclocks for time and attendance software. $188,595.

12. McSweeney Auto. Purchase one (1) 2026 Chevrolet Crew Cab 4x2 pickup truck. Parks and Recreation Department. $30,471.24.

13. North America Fire Equipment Company (NAFECO). Purchase one (1) Paratech Rescue Kit. $57,549.

14. Stivers Ford Lincoln. Purchase one (1) 2025 Ford F-150 Supercrew 4x2 pickup truck. Parks and Recreation Department. $39,912.

15. Structural Restoration Solutions, Inc. Reconstruction of pedestrian bridge enclosure in the Gay Street Parking Deck. $93,280.

16. Stryker Medical. Purchase one (1) Life Pak 35 heart monitor. Fire Department. $58,350.70.

e. Easements.

1. Cary Crossing, LLC. Accept public drainage and utility easements as shown on the plat, "Pick Estates Subdivision South, A Redivision of Lot 4, Redivision of Lot 4-A and 4-B, Revision of Lot 4-B-1." 2811 East University Drive.

2. Coach's Corner 2025, LLC. Accept public drainage and utility easement as shown on the plat, "Wire Road Commercial Park, Revision to Lot 2" (AS-2025-078). 652 Haley Lane.

3. The Industrial Development Board of the City of Auburn. Accept various rights-of-way. Webster Road Subdivision. 460 Lee Road 0053 (Webster Road).

9. **ORDINANCES.**

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

1. Establish one (1) stop sign, one (1) 25 MPH speed limit sign, four (4) one-way signs, four (4) regulatory roundabout yield/circulation signs and four (4) roundabout circulation signs. Woodward Oaks Subdivision, Phase 5.

2. Establish traffic signs in various subdivisions.

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

1. Greenwood Village Pre-zoning DDH. Pre-zoning approximately 53.5 acres. Property located on West Farmville Road between Pepperwood Trail and Auburn Lake Road.

2. Greenwood Village Pre-zoning PDD. Pre-zoning approximately 53.5 acres. Property located on West Farmville Road between Pepperwood Trail and Auburn Lakes Road.

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

1. Hickory Creek Annexation. Annexation of approximately 68.5 acres. Property located on the south side of Sandhill Road, across from Mill Creek Road.

2. Samples Property. Approximately 53.5 acres. Property located on West Farmville Road between Pepperwood Trail and Auburn Lakes Road.

d. Franchise agreement. Uniti Fiber GulfCo LLC. Unanimous consent necessary. Public hearing recommended.

10. **RESOLUTIONS.**

a. Contracts and agreements.

1. JACOBS Engineering Group, Inc. Task Order 02-2026: Professional Consulting Engineering Services to the City of Auburn – Northside WPCF Pump Station and Flow Equalization Project – Phase 2. $701,800.

2. Sunbelt Fire. Purchase one (1) E-One Custom Pumper Truck. Fire Department. $873,071.

b. Business license revocation. Wildcat Investments, LLC. d/b/a Jimmy Johns.

11. **OTHER BUSINESS.**

12. **CITIZENS' OPEN FORUM.**

13. **ADJOURNMENT.**

The City Council of the City of Auburn, Alabama, met in regular session on Tuesday, September 16, 2025, at 6:12 PM in the Council Chamber of the Auburn Public Safety Building at 141 North Ross Street.

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

Mayor Anders called the meeting to order.

2. **ROLL CALL.**

The following Councilmembers were present: Tyler Adams, Max Coblentz, Tommy Dawson, Kelley Griswold, Sonny Moreman, Connie Taylor, Beth Witten, and Mayor Ron Anders. Absent: Bob Parsons. 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 Griswold said he visited the Tunnels to Towers traveling 9/11 exhibit.

Councilmember Taylor announced a Ward 1 meeting will be held at Boykin Community Center on Monday, September 22 at 6 p.m. with guest speaker State Representative Pebblin Warren.

Councilmember Moreman said Hey Day is October 15.

Councilmember Witten thanked Fire Chief Matt Cain for showing the Council the new tiller truck.

5. **AUBURN UNIVERSITY COMMUNICATIONS.**

Auburn University SGA Assistant Director of City Relations Evelyn Cherry updated the Council about events at Auburn University.

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

None.

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

a. Board vacancy announcements. Appointments October 21, 2025.

1. Tree Commission. Four (4) vacancies. One (1) unexpired term begins upon appointment and ends November 7, 2026, and three (3) terms begin November 8, 2025, and end November 7, 2028.

2. Education Building Authority. One (1) vacancy. Term begins November 12, 2025, and ends November 11, 2031.

City Manager Crouch announced vacancies on the Tree Commission and Education Building Authority.

8. **CONSIDERATION OF CONSENT AGENDA.**

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

Councilmember Moreman removed items 8c2 & 8c3.

Councilmember Coblentz removed item 8b1.

Councilmember Moreman moved that the items on the consent agenda be adopted.
Councilmember Coblentz seconded the motion, and all members voted aye.
Mayor Anders declared the consent agenda approved.

a. Minutes. September 2, 2025 **Approved**
September 11, 2025 Special Called Meeting **Approved**

b. Alcohol beverage licenses.

1. Alcohol Beverage License. Downtown Entertainment, LLC d/b/a EN Alumni Event UGA Gameday. 140 – Special Events Retail ABC License. 715 West Magnolia Avenue.

This item was removed from the consent agenda.

2. Alcohol Beverage License. Downtown Entertainment, LLC d/b/a KA Alumni Event UGA Gameday. 140 – Special Events Retail ABC License. 940 Lem Morrison Drive. **Approved**

3. Alcohol Beverage License. Downtown Entertainment, LLC d/b/a KA Alumni Event Missouri Gameday. 140 – Special Events Retail ABC License. 940 Lem Morrison Drive. **Approved**

c. Contracts and agreements.

1. CSL Services, Inc. Long-term sanitary sewer flow monitoring initiative. $127,492. **Resolution No. 25-182**

2. Koul Properties, Inc. CityCare lease renewal.

This item was removed from the consent agenda.

3. North America Fire Equipment Company. Upfitting equipment for new tiller truck. Fire Department. $50,138.

This item was removed from the consent agenda.

d. Easement. Carol E. Dillard. 906 Janet Drive. Accept a public sanitary sewer easement and authorize payment of $9,960. **Resolution No. 25-185**

e. Board appointments.

1. Industrial Development Board. Two (2) positions. Terms begin October 10, 2025, and end October 9, 2031. **Resolution No. 25-186 (Bill Ham & Cristen Herring)**

2. Lee County Youth Development Center Board of Directors. One (1) position. Term begins October 1, 2025, and ends September 30, 2029. **Resolution No. 25-187 (Dolly Marshall)**

f. Penalty waiver request. Acushnet Company. **Approved**

b. Alcohol beverage licenses.

1. Alcohol Beverage License. Downtown Entertainment, LLC d/b/a EN Alumni Event UGA Gameday. 140 – Special Events Retail ABC License. 715 West Magnolia Avenue.

City Manager Crouch said Downtown Entertainment, LLC d/b/a EN Alumni Event UGA Gameday is seeking approval for a 140 – Special Events Retail alcohol beverage license.

Councilmember Coblentz said he removed this item to abstain from the vote.

Councilmember Witten moved that the request be granted.
Councilmember Adams seconded the motion, and the following members voted aye: Adams, Dawson, Griswold, Moreman, Taylor, Witten and Mayor Anders. Voting no: none. Abstaining: Coblentz.
Mayor Anders declared the motion carried.

c. Contracts and agreements.

2. Koul Properties, Inc. CityCare lease renewal.

City Manager Crouch said this resolution authorizes the city manager to execute a contract with Koul Properties, Inc.

Councilmember Moreman said CityCare is a good thing for employees.

Councilmember Coblentz moved that the resolution be adopted.
Councilmember Witten seconded the motion, and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 25-183

3. North America Fire Equipment Company. Upfitting equipment for new tiller truck. Fire Department. $50,138.

City Manager Crouch said this resolution authorizes the city manager to execute a contract with North America Fire Equipment Company.

Councilmember Moreman said this item is for equipment that goes on the truck and asked questions about the equipment.

Fire Chief Matt Cain provided an overview of the equipment used on the truck.

Councilmember Witten moved that the resolution be adopted.
Councilmember Coblentz seconded the motion, and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 25-184

9. **ORDINANCES.**

a. FY2026-FY2027 Biennial Budget. Second reading.

City Manager Crouch said this ordinance approves the FY2026-FY2027 biennial budget and added that this was the second reading of the item.

Councilmember Witten moved that the ordinance be adopted.
Councilmember Adams seconded the motion.

Upon roll call vote, the following Council members voted aye: Taylor, Witten, Adams, Coblentz, Dawson, Moreman, and Mayor Anders. Voting no: None. Abstaining: Griswold.
Mayor Anders declared the ordinance adopted.
Ordinance No. 3544

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

1. Persimmon Drive Property Annexation. Approximately 5.83 acres. Property located at 301 Lee Road 15 (Persimmon Drive).

City Manager Crouch said this ordinance annexes approximately 5.83 acres.

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

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

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

Upon roll call vote, the following Council members voted aye: Taylor, Witten, Adams, Coblentz, Dawson, Griswold, Moreman, and Mayor Anders. Voting no: None.
Mayor Anders declared the ordinance adopted.
Ordinance No. 3545

2. Barrons Mobile Home Park Annexation. Approximately 22 acres. Property located at 2045 Lee Road 137 (Wire Road).

City Manager Crouch said this ordinance annexes approximately 22 acres.

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

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

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

Councilmember Griswold asked about the agreement that was in place with the previous owner.

City Manager Crouch answered the questions.

Upon roll call vote, the following Council members voted aye: Witten, Adams, Coblentz, Dawson, Griswold, Moreman, Taylor, and Mayor Anders. Voting no: None.
Mayor Anders declared the ordinance adopted.
Ordinance No. 3546

c. Zoning. Planning Commission recommendations. Unanimous consent necessary. Public hearings required.

1. Persimmon Drive Property Rezoning. Rezone approximately 5.83 acres from Rural (R) to Industrial (I). Property located at 301 Lee Road 15 (Persimmon Drive).

City Manager Crouch said this ordinance rezones approximately 5.83 acres. She added that a public hearing was required.

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

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

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

Mayor Anders opened the public hearing.

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

Upon roll call vote, the following Council members voted aye: Adams, Coblentz, Dawson, Griswold, Moreman, Taylor, Witten, and Mayor Anders. Voting no: None.
Mayor Anders declared the ordinance adopted.
Ordinance No. 3547

2. 306 Persimmon Drive Rezoning. Rezone approximately 10.08 acres from Rural (R) to Industrial (I). Property located at 306 Persimmon Drive.

City Manager Crouch said this ordinance rezones approximately 10.08 acres. She added that a public hearing was required.

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

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

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

Mayor Anders opened the public hearing.

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

Upon roll call vote, the following Council members voted aye: Coblentz, Dawson, Griswold, Moreman, Taylor, Witten, Adams, and Mayor Anders. Voting no: None.
Mayor Anders declared the ordinance adopted.
Ordinance No. 3548

3. Wrights Mill Road Rezoning. Rezone approximately 10.1 acres from Rural (R) to Development District Housing (DDH). Property located on the west side of Wrights Mill Road, just south of I-85. Postponed from July 8, 2025, City Council meeting.

City Manager Crouch said this ordinance rezones approximately 10.1 acres. She added that a public hearing was required and this item was postponed from the July 8, 2025, City Council meeting. She added that a motion and second were made at the July 8 meeting.

Mayor Anders opened the public hearing.

William Fowler (1425 Cloverbrook Circle) spoke in opposition of the development.

Authorized Representative Brett Basquin said the development contains 19 single-family lots.

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

Upon roll call vote, the following Council members voted aye: Dawson, Griswold, Moreman, Taylor, Witten, Adams, Coblentz, and Mayor Anders. Voting no: None.
Mayor Anders declared the ordinance adopted.
Ordinance No. 3549

4. The Orchard PDD. Apply the Planned Development District (PDD) designation to approximately 10.1 acres. Property located on the west side of Wrights Mill Road, just south of I-85. **Ord. 3550**

City Manager Crouch said this ordinance applies the Planned Development District designation to approximately 10.1 acres. She added that a public hearing was required.

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

Mayor Anders opened the public hearing.

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

Upon roll call vote, the following Council members voted aye: Griswold, Moreman, Taylor, Witten, Adams, Coblentz, Dawson, and Mayor Anders. Voting no: None.
Mayor Anders declared the ordinance adopted.
Ordinance No. 3550

10. **RESOLUTIONS.**

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

1. 406 North Donahue MUD. Performance residential use (8-unit multiple-unit development). Property located at 406 North Donahue Drive.

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

Mayor Anders opened the public hearing.

Authorized Representative Lee Tharp said he was in attendance to answer questions.

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

Councilmember Coblentz moved that the resolution be adopted.
Councilmember Witten seconded the motion, and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 25-188

2. Persimmon Drive Development Project. Commercial support use (contractor warehouses and offices). Property located at 301 Lee Road 15 (Persimmon Drive).

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

Mayor Anders opened the public hearing.

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

Councilmember Dawson moved that the resolution be adopted.
Councilmember Coblentz seconded the motion, and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 25-189

3. 306 Persimmon Drive Development Project. Commercial support use (contractor office, warehouse, and storage yard). Property located at 306 Persimmon Drive.

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

Mayor Anders opened the public hearing.

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

Councilmember Dawson moved that the resolution be adopted.
Councilmember Adams seconded the motion, and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 25-190

4. Pyongsan America INC. Industrial use (automotive manufacturing facility). Property is located at 760 West Veterans Boulevard.

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

Mayor Anders opened the public hearing.

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

Councilmember Dawson moved that the resolution be adopted.
Councilmember Coblentz seconded the motion, and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 25-191

5. Centre Comm. Type 1 Federal Firearms License. Property located at 1937 Whatley Road.

City Manager Crouch said this resolution authorizes conditional use approval for a Type 1 Federal Firearms License. She added that a public hearing was required.

Mayor Anders opened the public hearing.

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

Councilmember Witten moved that the resolution be adopted.
Councilmember Adams seconded the motion, and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 25-192

b. Tax abatement. Pyongsan America, Inc. 760 West Veterans Boulevard.

City Manager Crouch said this resolution authorizes a tax abatement for Pyongsan America, Inc.

Councilmember Dawson moved that the resolution be adopted.
Councilmember Adams seconded the motion, and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 25-193

11. **OTHER BUSINESS.**

None.

12**.** **CITIZENS' OPEN FORUM.**

William Fowler (1425 Cloverbrook Circle) requested repairs to sidewalks around amenity lakes owned by the Industrial Development Board and Technology Park Property Owners Associations.

13. **ADJOURNMENT.**

Councilperson Witten moved that the meeting be adjourned.
Councilperson Adams seconded the motion, and all members voted aye.
The meeting was adjourned at 6:58 PM.

_____
Mayor

ATTEST:

_____
City Manager

Agenda Item Summary

Item No. 8 b 1

Council Meeting Date	October 7, 2025
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Consent

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

Greenawalt Hospitality, LLC d/b/a
B and B Sigma Chi
737 West Magnolia Avenue
Auburn, AL 36832

Description of item under consideration

B and B Sigma Chi ABC License. Approval of a 140 – Special Events Retail alcohol beverage license for property located at 737 West Magnolia Avenue (Sigma Chi Fraternity) for a special event to be held on the Auburn University campus on October 17, 2025. The application is consistent with the provisions of Chapter 3 of the City Code, which provides licensing requirements for establishments engaged in the sale of alcoholic beverages.

Why is Council action needed?

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

Is this a budgeted item?: N/A

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250922162643958

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

Type License: **State:** **County:**

Trade Name: B AND B SIGMA CHI **Filing Fee:** $50.00

Applicant: GREENAWALT HOSPITALITY LLC **Transfer Fee:**

Location Address: 737 WEST MAGNOLIA AVENUE AUBURN, AL 36832

Mailing Address: 209 ALABAMA STREET AUBURN, AL 36832

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

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: BK LR20095 PG 18907

Do you sell Draft Beer?:

Date Incorporated: 05/14/2009 **State incorporated:** AL **County Incorporated:**

Date of Authority:

Federal Tax ID: 26-4154069 **Alabama State Sales Tax ID:** R009012098

Name:	Title:	Date and Place of Birth:	Residence Address:
BOBBY THELIN GREENAWALT 7304690 - AL	PRESIDENT	04/17/1986 GOSHEN IN	4157 CREEKVIEW COURT AUBURN, AL 36832

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: JONATHAN MEADOR **Home Phone:** 863-557-3198
Business Phone: 863-557-3198 **Cell Phone:**
Fax: **E-mail:** JONATHAN@BEVERAGEMGMT.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250922162643958

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: SIGMA CHI FRATERNITY 334-734-2468
What is lessors primary business? FRATERNITY
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Will the business require an age restriction for all patrons/customers to be 21 years of age or older?
Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 10000 Display Square Footage:
Building seating capacity: 500 Does Licensed premises include a patio area? YES
License Structure: SINGLE STRUCTURE License covers: OTHER
Number of licenses in the vicinity: Nearest:
Nearest school: Nearest church: Nearest residence: 0 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250922162643958

Initial each — **Signature page**

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

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

BG In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

BG In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

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

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

BG In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

BG The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

BG I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Bobby Greenawalt

Signature of Applicant: [signature]

Notary Name (print): Kimberly Angell Hatton

Notary Signature: [signature]

KIMBERLY ANGELL HATTON NOTARY PUBLIC SHELBY COUNTY, ALABAMA

Commission expires: My Commission Expires November 25th, 2028

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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250922162643958

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

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

Special Retail
Is it for 30 days or less?
More than 30 days?

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

Special Events / Special Retail (7 days or less)
Starting Date: 10/17/2025 Ending Date: 10/17/2025
Special terms and conditions for special event/special retail:
ONE DAY EVENT ON 10/17/25. OUTDOOR EVENT IN THE YARD AREA OF THE SIGMA CHI FRATERNITY HOUSE WITH A TEMPORARY POS. THEY WILL BE SERVING BEER, WINE, AND LIQUOR.

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: HOLDS MULTIPLE ABC LICENSES ACROSS THE STATE.
License Covers: OUTDOOR EVENT IN THE YARD AREA OF THE SIGMA CHI FRATERNITY HOUSE WITH A TEMPORARY POS.
Are there any special restrictions, instructions, and/or conditions for this license?: ONE DAY EVENT ON 10/17/25. OUTDOOR EVENT IN THE YARD AREA OF THE SIGMA CHI FRATERNITY HOUSE WITH A TEMPORARY POS. THEY WILL BE SERVING BEER, WINE, AND LIQUOR.

ABC Application Business License and Zoning Verification Form

Date: 9.29.2025

Applicant name and address: Greenawalt Hospitality, LLC
209 Alabama Street
Auburn, AL 36832

Trade Name and event location: B and B Sigma Chi
737 West Magnolia Avenue
Auburn, AL 36832

Alabama ABC Board License Confirmation Number: **20250922162643958**

Finance Department – Business License Verification

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

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

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

Planning Department – Zoning Verification

Type of License Requested: 140 – Special Events Retail

Zoning Classification: Holding District (HD)

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

Date of Conditional Use approval: n/a

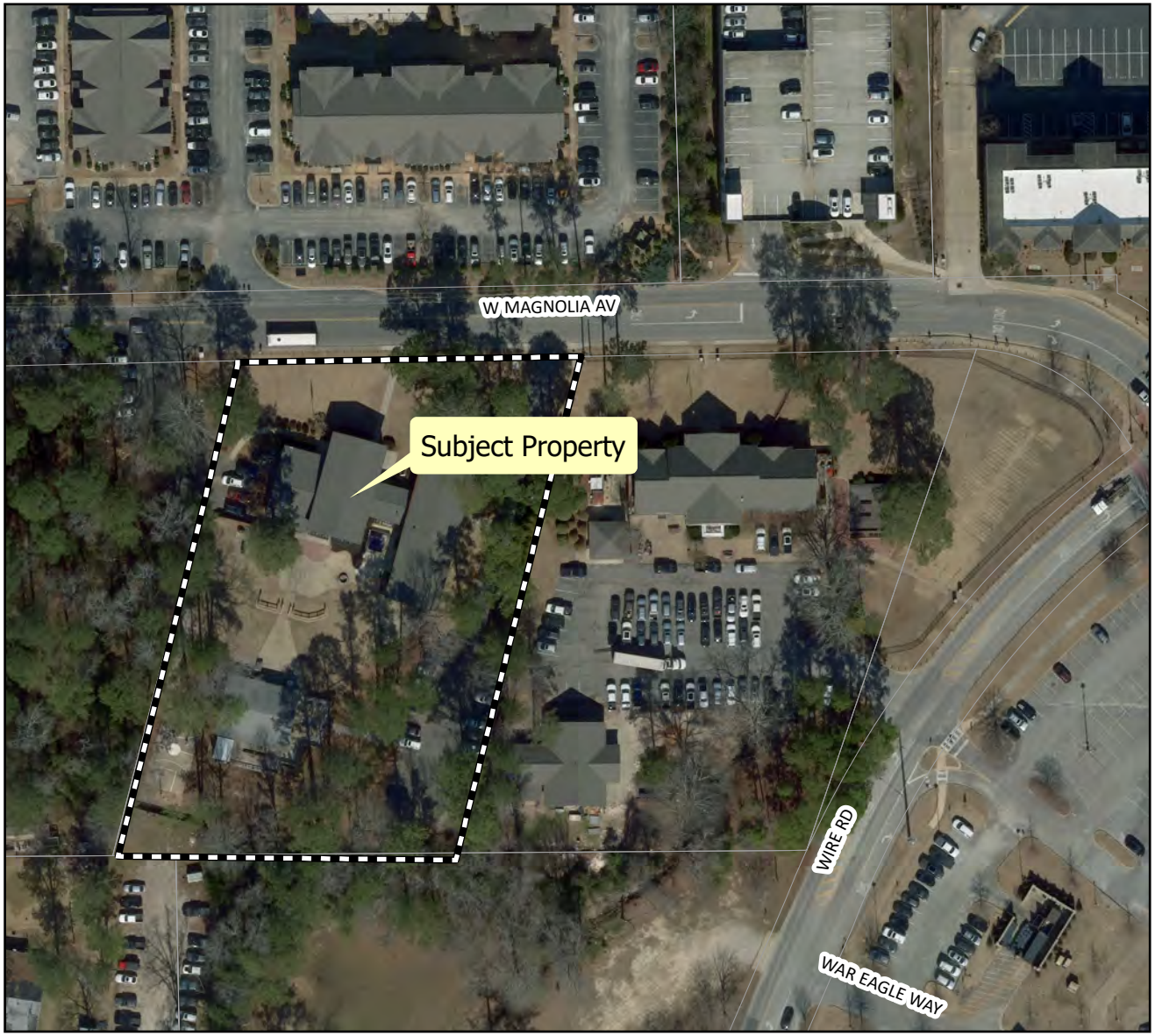
Comments: This license is for an event scheduled to take place on Auburn University property at 737 West Magnolia Avenue (Sigma Chi Fraternity) on October 17, 2025. The property is State-owned; therefore, it is not subject to the City's zoning regulations.

Planning review by: Amber English Date: September 29, 2025

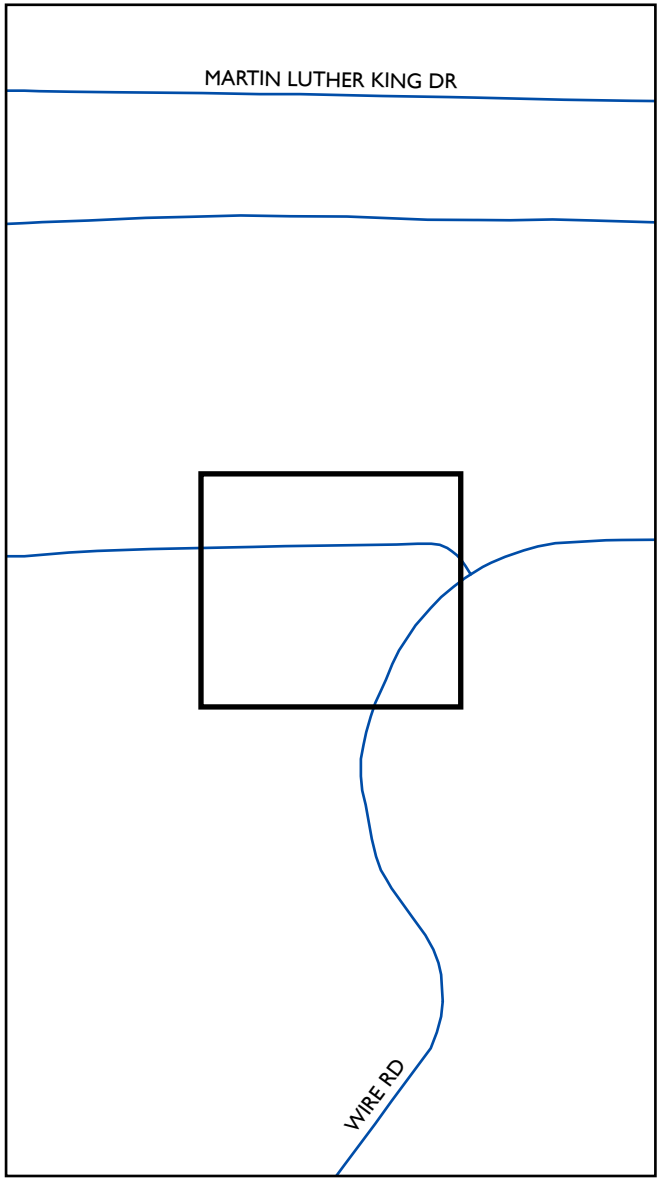
B and B Sigma Chi

ABC License

Special Events Retail



Vicinity Map



Subject Property

0 45 90 180

Feet

The applicant is seeking approval for a Special Events Retail alcohol beverage license located at 737 West Magnolia Avenue (Sigma Chi Fraternity House) in the Holding District (HD) zoning district. The special event is scheduled to be held October 17, 2025.

N

Planning Dept.
09/29/2025

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

Agenda Item Summary

Item No. 8 b 2

Council Meeting Date	October 7, 2025
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Consent

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

Friendship Foods, Inc d/b/a
Country's Barbecue
P.O. Box 1443
Auburn, AL 36830

Description of item under consideration

Friendship Foods, Inc. d/b/a Country's Barbecue ABC Licenses. Approval of 150 – Special Retail License – 30 Days or Less alcohol beverage licenses for property located at 350 Duncan Drive Green Space for special events to be held on the Auburn University campus on October 11-18, 2025, and November 1, 22 and 29, 2025. The application is consistent with the provisions of Chapter 3 of the City Code, which provides licensing requirements for establishments engaged in the sale of alcoholic beverages.

Why is Council action needed?

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

Is this a budgeted item?: N/A

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250918090112748

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

Type License: **State:** **County:**

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

Applicant: FRIENDSHIP FOODS INC **Transfer Fee:**

Location Address: 350 DUNCAN DRIVE GREEN SPACE AUBURN, AL 36830

Mailing Address: P O BOX 1443 AUBURN , AL 36830

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

Product Type: **Type Ownership:** CORPORATION

Book, Page, or Document info: BK 1195 PG 679

Do you sell Draft Beer?:

Date Incorporated: 03/11/1985 **State incorporated:** AL **County Incorporated:** LEE

Date of Authority: 03/11/1985

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

Name:	Title:	Date and Place of Birth:	Residence Address:
LARRY DAVID WILSON 3668792 - AL	OWNER	3/29/1960 PHENIX CITY, AL	842 N CARY DRIVE AUBURN , AL 36830

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: LARRY WILSON
Business Phone: 334-444-5713
Fax:

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

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250918090112748

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: AUBURN UNIVERSITY 334-703-1836
What is lessors primary business? UNIVERSITY
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Will the business require an age restriction for all patrons/customers to be 21 years of age or older?
Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? NO
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 500 Display Square Footage:
Building seating capacity: 16 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: OTHER
Number of licenses in the vicinity: Nearest:
Nearest school: Nearest church: Nearest residence: 0 miles
Location is within: POLICE JURISDICTION Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250918090112748

Initial each | **Signature page**

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

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

[ ] In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

[ ] In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

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

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

[ ] In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

[ ] The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

[ ] I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

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

Applicant Name (print): Larry W. Isom

Signature of Applicant: [signature]

Notary Name (print): Jessica Wilson Coiro

Notary Signature: Jessica Wilson Coiro Commission expires: 10/06/2026

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**

Submitted to Local Government: **Received from Local Government:**

Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250918090112748

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

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

Special Retail
Is it for 30 days or less? YES
More than 30 days? NO

Franchisee or Concessionaire of above? NO
Other valid responsible organization: YES
Explanation:
TENTED AREA IN GREEN SPACE. NO ALCOHOL DELIVERIES TO TENTS. PATRON MUST PICK UP ALCOHOL FROM THE LICENSEES TENT.

Special Events / Special Retail (7 days or less)
Starting Date: 10/11/2025 Ending Date: 10/18/2025
Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: A RESTAURANT.
License Covers: TENTED AREA ON THE GREEN SPACE.
Are there any special restrictions, instructions, and/or conditions for this license?: NO ALCOHOL DELIVERIES TO TENTS. PATRON MUST PICK UP ALCOHOL FROM THE LICENSEES TENT.

Receipt Confirmation Page

Receipt Confirmation Number: 20250918090112748

Application Payment Confirmation Number: 112510780

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

License Payment Confirmation Number:

Payment Summary			
Payment Item	**County Fee**	**State Fee**	**Total Fee**
150 - SPECIAL RETAIL LICENSE - 30 DAYS OR LESS	$100.00	$100.00	$200.00
			$0.00
Total Amount to be Charged	$100.00	$100.00	$200.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 150 - SPECIAL RETAIL LICENSE - 30 DAYS OR LESS
License Type 2:
License County: LEE
Business Type: CORPORATION
Trade Name: **COUNTRYS BARBECUE**
Applicant Name: **FRIENDSHIP FOODS INC**
Location Address: 350 DUNCAN DRIVE GREEN SPACE
AUBURN, AL 36830

Mailing Address: P O BOX 1443
AUBURN , AL 36830

Contact Person: LARRY WILSON
Contact Home Phone: 334-444-5713
Contact Business Phone: 334-444-5713
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:
Contact Relationship to Applicant: OWNER

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250918091653999

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

Type License: **State:** **County:**

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

Applicant: FRIENDSHIP FOODS INC **Transfer Fee:**

Location Address: 350 DUNCAN DRIVE GREEN SPACE AUBURN, AL 36830

Mailing Address: P O BOX 1443 AUBURN , AL 36830

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

Product Type: **Type Ownership:** CORPORATION

Book, Page, or Document info: BK 1195 PG 679

Do you sell Draft Beer?:

Date Incorporated: 03/11/1985 **State incorporated:** AL **County Incorporated:** LEE

Date of Authority: 03/11/1985

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

Name:	Title:	Date and Place of Birth:	Residence Address:
LARRY DAVID WILSON 3668792 - AL	OWNER	3/29/1960 PHENIX CITY, AL	842 N CARY DRIVE AUBURN , AL 36830

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: LARRY WILSON
Business Phone: 334-444-5713
Fax:

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

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250918091653999

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Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? NO
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 500 Display Square Footage:
Building seating capacity: 16 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: OTHER
Number of licenses in the vicinity: Nearest:
Nearest school: Nearest church: Nearest residence: 0 miles
Location is within: POLICE JURISDICTION Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250918091653999

Initial each | **Signature page**

- [ ] In reference to law violations, I attest to the truthfulness of the responses given within the application.
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- [ ] The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

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- [ ] I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true, correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Larry W. Jr.

Signature of Applicant:

Notary Name (print): Jessica Wilson Cairo

Notary Signature: Jessica Wilson Cairo

Commission expires: 10/06/2026

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

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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250918091653999

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

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

Special Retail
Is it for 30 days or less? YES
More than 30 days? NO

Franchisee or Concessionaire of above? NO
Other valid responsible organization: YES
Explanation:
TENTED AREA IN GREEN SPACE FOR EVENTS ON 11/01/25, 11/22/25, AND 11/29/25. NO ALCOHOL DELIVERIES TO TENTS. PATRON MUST PICK UP ALCOHOL FROM THE LICENSEES TENT.

Special Events / Special Retail (7 days or less)
Starting Date: 11/01/2025 Ending Date: 11/29/2025
Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: A RESTAURANT.
License Covers: TENTED AREA ON THE GREEN SPACE.
Are there any special restrictions, instructions, and/or conditions for this license?: NO ALCOHOL DELIVERIES TO TENTS. PATRON MUST PICK UP ALCOHOL FROM THE LICENSEES TENT.

Receipt Confirmation Page

Receipt Confirmation Number: 20250918091653999

Application Payment Confirmation Number: 112511014

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

License Payment Confirmation Number:

Payment Summary			
Payment Item	**County Fee**	**State Fee**	**Total Fee**
150 - SPECIAL RETAIL LICENSE - 30 DAYS OR LESS	$100.00	$100.00	$200.00
			$0.00
Total Amount to be Charged	$100.00	$100.00	$200.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 150 - SPECIAL RETAIL LICENSE - 30 DAYS OR LESS
License Type 2:
License County: LEE
Business Type: CORPORATION
Trade Name: **COUNTRYS BARBECUE**
Applicant Name: **FRIENDSHIP FOODS INC**
Location Address: 350 DUNCAN DRIVE GREEN SPACE
AUBURN, AL 36830

Mailing Address: P O BOX 1443
AUBURN , AL 36830

Contact Person: LARRY WILSON
Contact Home Phone: 334-444-5713
Contact Business Phone: 334-444-5713
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:
Contact Relationship to Applicant: OWNER

ABC Application Business License and Zoning Verification Form

Date: 9.18.2025

Applicant name and address: Friendship Foods, Inc.
P.O. Box 1443
Auburn, AL 36830

Trade Name and location of business: Country's Barbecue
350 Duncan Drive Green Space
Auburn, AL 36830

Alabama ABC Board License Confirmation Number: **20250918090112748**
20250918091653999

Finance Department – Business License Verification

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

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

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

Planning Department – Zoning Verification

Type of License Requested: 150 – Special Retail License – 30 Days or Less

Zoning Classification: Holding District (HD)

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

Date of Conditional Use approval: n/a

Comments: This license is for events scheduled to take place on Auburn University property at 350 Duncan Drive Green Space on October 11-18, 2025, and November 1-29, 2025. The property is State-owned; therefore, it is not subject to the City's zoning regulations.

Planning review by: Amber English Date: September 18, 2025

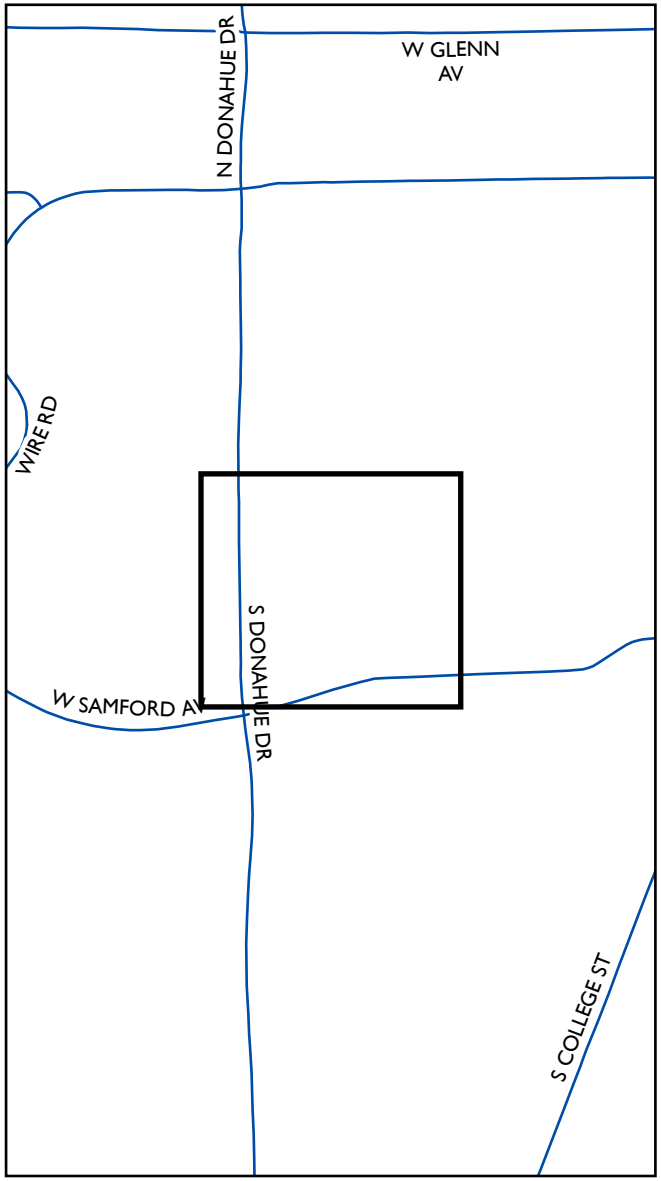
Country's Barbecue

ABC Licenses

Special Events Retail - 30 Days or Less



Vicinity Map



Subject Property

0 90 180 360

Feet

The applicant is seeking approval for Special Events Retail alcohol beverage licenses located at 350 Duncan Drive Green Space in the Holding District (HD) zoning district. The special events are scheduled to be held October 11-18, 2025, and November 1-29, 2025.

N

Planning Dept.
08/18/2025

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

Agenda Item Summary

Item No. 8 b 3

Council Meeting Date	October 7, 2025
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Consent

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

Aramark Educational Services, LLC
d/b/a Plainsman Park
351 South Donahue Drive
Auburn, AL 36849

Description of item under consideration

Plainsman Park ABC Licenses. Approval of 140 – Special Events Retail alcohol beverage licenses for property located at 351 South Donahue Drive (Plainsman Park and the surrounding area, including the parking lot) for special events to be held on the Auburn University campus on October 10-11, 2025, October 17-18, 2025, and October 31-November 1, 2025. The application is consistent with the provisions of Chapter 3 of the City Code, which provides licensing requirements for establishments engaged in the sale of alcoholic beverages.

Why is Council action needed?

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

Is this a budgeted item?: N/A

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250912142828290

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

Type License: **State:** **County:**

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

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

Location Address: 351 SOUTH DONAHUE DRIVE SURROUNDING AREAS INCLUDING PARKING LOT AUBURN, AL 36849

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

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

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: SRV070398122-0440908

Do you sell Draft Beer?:

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

Date of Authority: 04/18/2007

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

Name:	Title:	Date and Place of Birth:	Residence Address:
JAMES JOHN TARANGELO T05353837104732 - NJ	TREASURER	04/19/1973 EAST BRUNSWICK, NJ	39 MIDDLETON ROAD MOORESTOWN , NJ 08057
JOHN ROBERT DONOVAN 2156873237 - FL	MEMBER	09/03/1958 ALBANY, GA	660 13TH AVENUE SOUTH NAPLES, FL 34102

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

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

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

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250912142828290

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: AUBURN UNIVERSITY 334-844-1216
What is lessors primary business? EDUCATIONAL INSTITUTION
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Will the business require an age restriction for all patrons/customers to be 21 years of age or older?
Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? NO
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 1000 Display Square Footage:
Building seating capacity: 16 Does Licensed premises include a patio area? YES
License Structure: SINGLE STRUCTURE License covers: OTHER
Number of licenses in the vicinity: 0 Nearest:
Nearest school: Nearest church: Nearest residence: 0 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250912142828290

Initial each — **Signature page**

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

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

RB In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

RB In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

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

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

RB In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

RB The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

RB I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Raymond Bell

Signature of Applicant: [signature]

Notary Name (print): Beth Rogers

Notary Signature: Beth Rogers

BETH ROGERS
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR. 27, 2027

Commission expires: 4/27/2027

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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250912142828290

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

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

Special Retail
Is it for 30 days or less?
More than 30 days?

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

Special Events / Special Retail (7 days or less)
Starting Date: 10/10/2025 Ending Date: 10/11/2025
Special terms and conditions for special event/special retail:
THE EVENT WILL BE HELD ON 10/10/2025-10/11/2025 IN THE PARKING LOT OF PLAINSMAN PARK. THE BEER GARDEN POP UP WILL SERVE BEER.

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: ARAMARK EDUCATIONAL SERVICES LLC HOLDS MULTIPLE LIQUOR LICENSES ACROSS THE STATE.
License Covers: BASEBALL STADIUM AND SURROUNDING AREAS INCLUDING PARKING LOT.
Are there any special restrictions, instructions, and/or conditions for this license?: THE EVENT WILL BE HELD ON 10/10/2025-10/11/2025 IN THE PARKING LOT OF PLAINSMAN PARK. THE BEER GARDEN POP UP WILL SERVE BEER.

Receipt Confirmation Page

Receipt Confirmation Number: 20250912142828290

Application Payment Confirmation Number: 112373128

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

License Payment Confirmation Number:

Payment Summary			
Payment Item	**County Fee**	**State Fee**	**Total Fee**
140 - SPECIAL EVENTS RETAIL	$75.00	$150.00	$225.00
			$0.00
Total Amount to be Charged	$75.00	$150.00	$225.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 140 - SPECIAL EVENTS RETAIL
License Type 2:
License County: LEE
Business Type: LLC
Trade Name: **PLAINSMAN PARK**
Applicant Name: **ARAMARK EDUCATIONAL SERVICES LLC**
Location Address: 351 SOUTH DONAHUE DRIVE SURROUNDING AREAS INCLUDING PARKING LOT
AUBURN, AL 36849
Mailing Address: 317 EAST CARSON STREET SUITE 333
PITTSBURGH, PA 15219
Contact Person: RAYMOND BELL
Contact Home Phone: 251-300-6293
Contact Business Phone: 251-300-6293
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:
Contact Relationship to Applicant: LIQUOR COUNSEL

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250912145649095

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

Type License: **State:** **County:**

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

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

Location Address: 351 SOUTH DONAHUE DRIVE SURROUNDING AREAS INCLUDING PARKING LOT AUBURN, AL 36849

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

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

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: SRV070398122-0440908

Do you sell Draft Beer?:

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

Date of Authority: 04/18/2007

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

Name:	Title:	Date and Place of Birth:	Residence Address:
JAMES JOHN TARANGELO T05353837104732 - NJ	TREASURER	04/19/1973 EAST BRUNSWICK, NJ	39 MIDDLETON ROAD MOORESTOWN , NJ 08057
JOHN ROBERT DONOVAN 2156873237 - FL	MEMBER	09/03/1958 ALBANY, GA	660 13TH AVENUE SOUTH NAPLES, FL 34102

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

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

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

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250912145649095

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: AUBURN UNIVERSITY 334-844-1216
What is lessors primary business? EDUCATIONAL INSTITUTION
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Will the business require an age restriction for all patrons/customers to be 21 years of age or older?
Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? NO
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 1000 Display Square Footage:
Building seating capacity: 16 Does Licensed premises include a patio area? YES
License Structure: SINGLE STRUCTURE License covers: OTHER
Number of licenses in the vicinity: 0 Nearest:
Nearest school: Nearest church: Nearest residence: 0 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250912145649095

Initial each — **Signature page**

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

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

RB In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

RB In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

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

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RB The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

RB I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Raymond Ball

Signature of Applicant: RB

Notary Name (print): Beth Rogers

Notary Signature: Beth Rogers

BETH ROGERS
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR. 27, 2027

Commission expires: 4/27/2027

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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250912145649095

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

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

Special Retail
Is it for 30 days or less?
More than 30 days?

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

Special Events / Special Retail (7 days or less)
Starting Date: 10/17/2025 Ending Date: 10/18/2025
Special terms and conditions for special event/special retail:
THE EVENT WILL BE HELD ON 10/17/2025-10/18/2025 IN THE PARKING LOT OF PLAINSMAN PARK. THE BEER GARDEN POP UP WILL SERVE BEER.

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: ARAMARK EDUCATIONAL SERVICES LLC HOLDS MULTIPLE LIQUOR LICENSES ACROSS THE STATE.
License Covers: BASEBALL STADIUM AND SURROUNDING AREAS INCLUDING PARKING LOT.
Are there any special restrictions, instructions, and/or conditions for this license?: THE EVENT WILL BE HELD ON 10/17/2025-10/18/2025 IN THE PARKING LOT OF PLAINSMAN PARK. THE BEER GARDEN POP UP WILL SERVE BEER.

Receipt Confirmation Page

Receipt Confirmation Number: 20250912145649095

Application Payment Confirmation Number: 112374692

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

License Payment Confirmation Number:

Payment Summary			
Payment Item	**County Fee**	**State Fee**	**Total Fee**
140 - SPECIAL EVENTS RETAIL	$75.00	$150.00	$225.00
			$0.00
Total Amount to be Charged	$75.00	$150.00	$225.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 140 - SPECIAL EVENTS RETAIL
License Type 2:
License County: LEE
Business Type: LLC
Trade Name: **PLAINSMAN PARK**
Applicant Name: **ARAMARK EDUCATIONAL SERVICES LLC**
Location Address: 351 SOUTH DONAHUE DRIVE SURROUNDING AREAS INCLUDING PARKING LOT
AUBURN, AL 36849
Mailing Address: 317 EAST CARSON STREET SUITE 333
PITTSBURGH, PA 15219
Contact Person: RAYMOND BELL
Contact Home Phone: 251-300-6293
Contact Business Phone: 251-300-6293
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:
Contact Relationship to Applicant: LIQUOR COUNSEL

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250912152743567

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

Type License: **State:** **County:**

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

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

Location Address: 351 SOUTH DONAHUE DRIVE SURROUNDING AREAS INCLUDING PARKING LOT AUBURN, AL 36849

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

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

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: SRV070398122-0440908

Do you sell Draft Beer?:

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

Date of Authority: 04/18/2007

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

Name:	Title:	Date and Place of Birth:	Residence Address:
JOHN ROBERT DONOVAN 2156873237 - FL	MEMBER	09/03/1958 ALBANY, GA	660 13TH AVENUE SOUTH NAPLES, FL 34102
JAMES JOHN TARANGELO T05353837104732 - NJ	TREASURER	04/19/1973 EAST BRUNSWICK, NJ	39 MIDDLETON ROAD MOORESTOWN , NJ 08057

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

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

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

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250912152743567

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: AUBURN UNIVERSITY 334-844-1216
What is lessors primary business? EDUCATIONAL INSTITUTION
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Will the business require an age restriction for all patrons/customers to be 21 years of age or older?
Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? NO
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 1000 Display Square Footage:
Building seating capacity: 16 Does Licensed premises include a patio area? YES
License Structure: SINGLE STRUCTURE License covers: OTHER
Number of licenses in the vicinity: 0 Nearest:
Nearest school: Nearest church: Nearest residence: 0 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250912152743567

Initial each — **Signature page**

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

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

RB In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

RB In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

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

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

RB In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

RB The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

RB I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Daymd Bell

Signature of Applicant: [signature]

Notary Name (print): Beth Rogers

Notary Signature: Beth Rogers

BETH ROGERS
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR. 27, 2027

Commission expires: 4/27/2027

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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250912152743567

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

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

Special Retail
Is it for 30 days or less?
More than 30 days?

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

Special Events / Special Retail (7 days or less)
Starting Date: 10/31/2025 Ending Date: 11/01/2025
Special terms and conditions for special event/special retail:
THE EVENT WILL BE HELD ON 10/31/2025-11/01/2025 IN THE PARKING LOT OF PLAINSMAN PARK. THE BEER GARDEN POP UP WILL SERVE BEER.

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: ARAMARK EDUCATIONAL SERVICES LLC HOLDS MULTIPLE LIQUOR LICENSES ACROSS THE STATE.
License Covers: BASEBALL STADIUM AND SURROUNDING AREAS INCLUDING PARKING LOT.
Are there any special restrictions, instructions, and/or conditions for this license?: THE EVENT WILL BE HELD ON 10/31/2025-11/01/2025 IN THE PARKING LOT OF PLAINSMAN PARK. THE BEER GARDEN POP UP WILL SERVE BEER.

Receipt Confirmation Page

Receipt Confirmation Number: 20250912152743567

Application Payment Confirmation Number: 112374504

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

License Payment Confirmation Number:

Payment Summary			
Payment Item	**County Fee**	**State Fee**	**Total Fee**
140 - SPECIAL EVENTS RETAIL	$75.00	$150.00	$225.00
			$0.00
Total Amount to be Charged	$75.00	$150.00	$225.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 140 - SPECIAL EVENTS RETAIL
License Type 2:
License County: LEE
Business Type: LLC
Trade Name: **PLAINSMAN PARK**
Applicant Name: **ARAMARK EDUCATIONAL SERVICES LLC**
Location Address: 351 SOUTH DONAHUE DRIVE SURROUNDING AREAS INCLUDING PARKING LOT
AUBURN, AL 36849

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

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

ABC Application Business License and Zoning Verification Form

Date: 9.16.2025

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

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

Alabama ABC Board License Confirmation Number: **20250912142828290**
20250912145649095
30250912152743567

Finance Department – Business License Verification

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

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

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

Planning Department – Zoning Verification

Type of License Requested: 140 – Special Events Retail

Zoning Classification: Holding District (HD)

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

Date of Conditional Use approval: n/a

Comments: This license is for events scheduled to take place on Auburn University property at 351 South Donhaue Drive (Plainsman Park and the surrounding area, including the parking lot) on October 10-11, 2025, October 17-18, 2025, and October 31-November 1, 2025. The property is State-owned; therefore, it is not subject to the City's zoning regulations.

Planning review by: Amber English Date: September 16, 2025

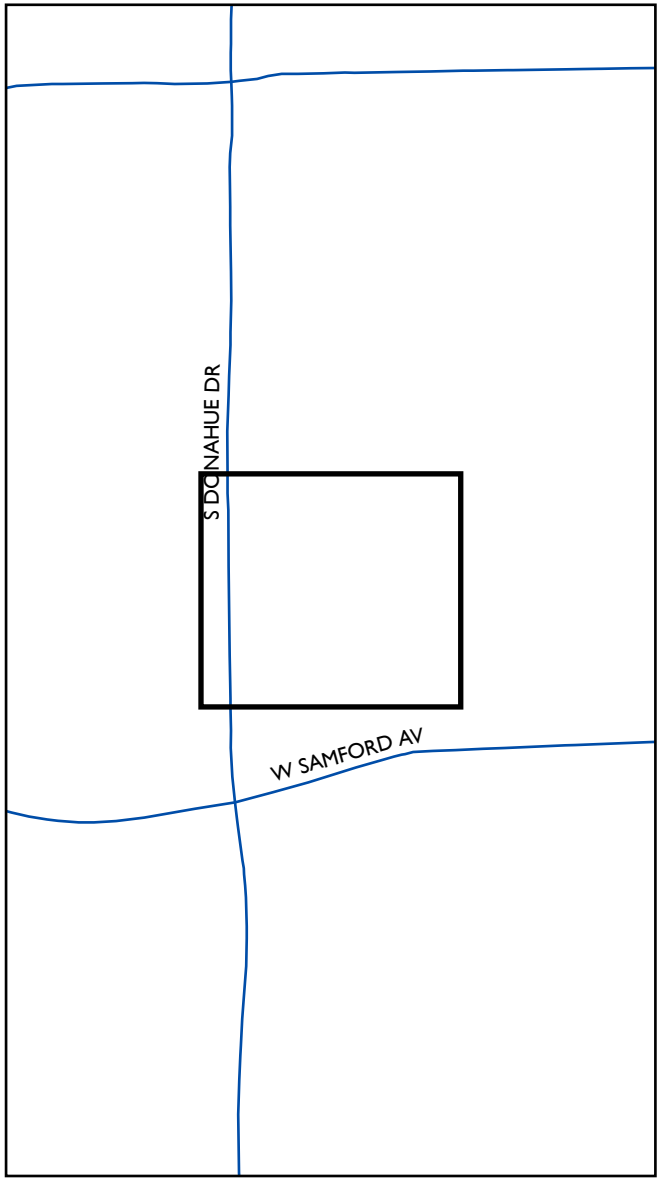
Plainsman Park

ABC Licenses

Special Events Retail



Vicinity Map



Subject Property

0 65 130 260

Feet

The applicant is seeking approval for Special Events Retail alcohol beverage licenses located at 351 South Donahue Drive (Plainsman Park and the surrounding area, including the parking lot) in the Holding District (HD) zoning district. The special events are scheduled to be held October 10-11, 2025, October 17-18, 2025, and October 31-November 1, 2025.

N

Planning Dept.
08/27/2025

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

Agenda Item Summary

Item No. 8 b 4

Council Meeting Date	October 7, 2025
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Consent

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

Aramark Educational Services, LLC d/b/a Plainsman Park
351 South Donahue Drive
Auburn, AL 36849

Description of item under consideration

Plainsman Park ABC License. Approval of a 140 – Special Events Retail alcohol beverage license for property located at 351 South Donahue Drive (Plainsman Park and the surrounding area, including the parking lot) for a special event to be held on the Auburn University campus on October 24-25, 2025. The application is consistent with the provisions of Chapter 3 of the City Code, which provides licensing requirements for establishments engaged in the sale of alcoholic beverages.

Why is Council action needed?

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

Is this a budgeted item?: N/A

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250923083037487

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

Type License: **State:** **County:**

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

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

Location Address: 351 SOUTH DONAHUE DRIVE SURROUNDING AREAS INCLUDING PARKING LOT AUBURN, AL 36849

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

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

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: SRV070398122-0440908

Do you sell Draft Beer?:

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

Date of Authority: 04/18/2007

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

Name:	Title:	Date and Place of Birth:	Residence Address:
JOHN ROBERT DONOVAN 2156873237 - FL	MEMBER	09/03/1958 ALBANY, GA	660 13TH AVENUE SOUTH NAPLES, FL 34102
JAMES JOHN TARANGELO T05353837104732 - NJ	TREASURER	04/19/1973 EAST BRUNSWICK, NJ	39 MIDDLETON ROAD MOORESTOWN , NJ 08057

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: RAYMOND BELL **Home Phone:** 251-300-6293
Business Phone: 251-300-6293 **Cell Phone:**
Fax: **E-mail:** RBELL@MAYNARDNEXSEN.COM

PREVIOUS LICENSE INFORMATION: Previous License Number(s)
Trade Name: License 1:
Applicant: License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250923083037487

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner lessor and phone number: AUBURN UNIVERSITY 334-844-1216
What is lessors primary business? EDUCATIONAL INSTITUTION
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Will the business require an age restriction for all patrons customers to be 21 years of age or older?
Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? NO
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 1000 Display Square Footage:
Building seating capacity: 16 Does Licensed premises include a patio area? YES
License Structure: SINGLE STRUCTURE License covers: OTHER
Number of licenses in the vicinity: 0 Nearest:
Nearest school: Nearest church: Nearest residence: 0 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250923083037487

Initial each — **Signature page**

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

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

JT — In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

JT — In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

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

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

JT — In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

JT — The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

JT — I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Apparent Educational Services, LLC

Signature of Applicant:

Notary Name (print): Steven Everett

Notary Signature:

Commission expires:

Commonwealth of Pennsylvania - Notary Seal
STEVEN W EVERETT - Notary Public
Allegheny County
My Commission Expires October 21, 2026
Commission Number: 1194054

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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250923083037487

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

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

Special Retail
Is it for 30 days or less?
More than 30 days?

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

Special Events / Special Retail (7 days or less)
Starting Date: 10/24/2025 Ending Date: 10/25/2025
Special terms and conditions for special event/special retail:
THE EVENT WILL BE HELD ON 10/24/2025-10/25/2025 IN THE PARKING LOT OF PLAINSMAN PARK. THE BEER GARDEN POP UP WILL SERVE BEER.

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: ARAMARK EDUCATIONAL SERVICES LLC HOLDS MULTIPLE LIQUOR LICENSES ACROSS THE STATE.
License Covers: BASEBALL STADIUM AND SURROUNDING AREAS INCLUDING PARKING LOT.
Are there any special restrictions, instructions, and/or conditions for this license?: THE EVENT WILL BE HELD ON 10/24/2025-10/25/2025 IN THE PARKING LOT OF PLAINSMAN PARK. THE BEER GARDEN POP UP WILL SERVE BEER.

Receipt Confirmation Page

Receipt Confirmation Number: 20250923083037487

Application Payment Confirmation Number: 112664884

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

License Payment Confirmation Number:

Payment Summary			
Payment Item	**County Fee**	**State Fee**	**Total Fee**
140 - SPECIAL EVENTS RETAIL	$75.00	$150.00	$225.00
			$0.00
Total Amount to be Charged	$75.00	$150.00	$225.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 140 - SPECIAL EVENTS RETAIL
License Type 2:
License County: LEE
Business Type: LLC
Trade Name: **PLAINSMAN PARK**
Applicant Name: **ARAMARK EDUCATIONAL SERVICES LLC**
Location Address: 351 SOUTH DONAHUE DRIVE SURROUNDING AREAS INCLUDING PARKING LOT
AUBURN, AL 36849
Mailing Address: 317 EAST CARSON STREET SUITE 333
PITTSBURGH, PA 15219
Contact Person: RAYMOND BELL
Contact Home Phone: 251-300-6293
Contact Business Phone: 251-300-6293
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:
Contact Relationship to Applicant: LIQUOR COUNSEL

ABC Application Business License and Zoning Verification Form

Date: 9.25.2025

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

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

Alabama ABC Board License Confirmation Number: **20250923083037487**

Finance Department – Business License Verification

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

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

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

Planning Department – Zoning Verification

Type of License Requested: 140 – Special Events Retail

Zoning Classification: Holding District (HD)

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

Date of Conditional Use approval: n/a

Comments: This license is for an event scheduled to take place on Auburn University property at 351 South Donhaue Drive (Plainsman Park and the surrounding area, including the parking lot) on October 24-25, 2025. The property is State-owned; therefore, it is not subject to the City's zoning regulations.

Planning review by: Amber English Date: September 25, 2025

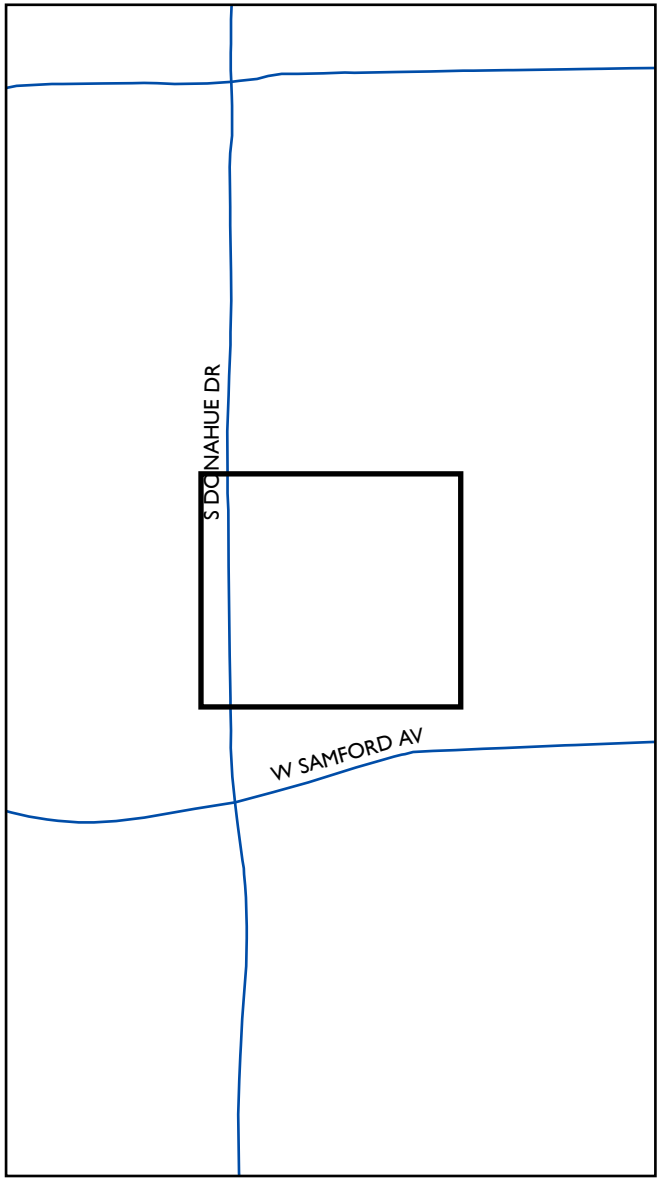
Plainsman Park

ABC License

Special Events Retail



Vicinity Map



Subject Property

0 65 130 260

Feet

The applicant is seeking approval for a Special Events Retail alcohol beverage license located at 351 South Donahue Drive (Plainsman Park and the surrounding area, including the parking lot) in the Holding District (HD) zoning district. The special event is scheduled to be held October 24-25, 2025.

N

Planning Dept.
08/27/2025

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

Agenda Item Summary

Item No. 8 c 1

Council Meeting Date	October 7, 2025
Department	Finance
Submitted By	Allison Edge
Agenda Section	Consent

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

Hilton Garden Inn
2555 Hilton Garden Inn Dr
Auburn, AL 36830

Description of item under consideration

Hilton Garden Inn is requesting a waiver of $3,039.98 in penalties from late payment of sales and lodging taxes. All associated taxes and interest have been paid, and this company has not requested a waiver of penalty previously.

Why is Council action needed?

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

Is this a budgeted item?: N/A

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch

THROUGH: Allison D. Edge, Finance Director/Treasurer

FROM: LaTrice K. Mose, Revenue Manager

DATE: September 29, 2025

SUBJECT: Hilton Garden Inn – Penalty Waiver Request

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

Hilton Garden Inn is requesting a penalty waiver in the amount of $3,039.98 pursuant to Ordinance 2816. This waiver is for penalties assessed from late payment of sales taxes and lodging taxes. All associated taxes and interest have been paid. Hilton Garden Inn has never been granted a "one-time waiver" of penalties.

Finance department staff recommends approval of this penalty waiver in accordance with the current rules set forth in Ordinance 2816. This ordinance requires that all penalty waivers greater than $1,000 be approved by the City Council. The penalty waiver request will be presented to the Council for consideration at the October 7, 2025, meeting.

City of Auburn

Taxpayer Waiver Request to City Council

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

Council agenda of October 7, 2025

Taxpayer's name and address Hilton Garden Inn 2555 Hilton Garden Dr. Auburn, AL 36830

Amount of waiver requested in writing by taxpayer $ 3,039.98

Taxpayer's due diligence documented ☑ Yes ☐ No

Taxpayer has previously received a penalty waiver ☐ Yes ☑ No

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

Finance Director's recommendation ☑ Approval ☐ Denial

City Manager's recommendation ☑ Approval ☐ Denial

Waiver request reviewed and submitted by

LaTrice K. Mose 9/29/2025

LaTrice Mose, Revenue Manager Date

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

*Taxpayer Signature 9/29/2025 Date

Council action ____ Approval ____ Denial

Agenda Item Summary

Item No. 8 c 2

Council Meeting Date	October 7, 2025
Department	Finance
Submitted By	Allison Edge
Agenda Section	Consent

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

Scheel's All Sports, Inc.
1707 Gold Drive South
Fargo, ND 58103

Description of item under consideration

Scheel's All Sports, LLC is requesting a waiver of $1,391.96 in penalties from late payment of sales taxes. All associated sales taxes and interest have been paid, and this company has not requested a waiver of penalty previously.

Why is Council action needed?

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

Is this a budgeted item?: N/A

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch

THROUGH: Allison D. Edge, Finance Director/Treasurer

FROM: LaTrice K. Mose, Revenue Manager

DATE: September 29, 2025

SUBJECT: Scheel's All Sports, Inc. – Penalty Waiver Request

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

Scheel's All Sports, Inc. is requesting a penalty waiver in the amount of $1,391.96 pursuant to Ordinance 2816. This waiver is for penalties assessed from late payment of sales taxes. All associated taxes and interest have been paid. Scheel's All Sports, LLC has never been granted a "one-time waiver" of penalties.

Finance department staff recommends approval of this penalty waiver in accordance with the current rules set forth in Ordinance 2816. This ordinance requires that all penalty waivers greater than $1,000 be approved by the City Council. The penalty waiver request will be presented to the Council for consideration at the October 7, 2025, meeting.

City of Auburn

Taxpayer Waiver Request to City Council

Penalty waivers in excess of $1,000.00 require City Council approval

Council agenda of October 7, 2025

Taxpayer's name and address Scheels All Sports, Inc 1707 Gold Drive South, Fargo ND 58103

Amount of waiver requested in writing by taxpayer $ 1,391.96

Taxpayer's due diligence documented X **Yes** ____ **No**

Taxpayer has previously received a penalty waiver ____ **Yes** X **No**
City ordinance authorizes the granting of one waiver to each taxpayer within 3 year period.

Finance Director's recommendation X **Approval** ____ **Denial**

City Manager's recommendation X **Approval** ____ **Denial**

Waiver request reviewed and submitted by

LaTrice K Mose 09/15/2025

LaTrice Mose, Revenue Manager Date

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

Mary Meek 05-15-25

*Taxpayer Signature Date

Council action ____ Approval ____ Denial

Agenda Item Summary

Item No. 8 d 1

Council Meeting Date	October 7, 2025
Department	Development Services
Submitted By	Scott Cummings
Agenda Section	Consent

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

68V Greenwood Village 2026, LLC
707 Belrose Ave
Daphne, AL 36526

Description of item under consideration

Authorization is requested for the City of Auburn to execute an infrastructure development agreement with 68V Greenwood Village 2026, LLC for public infrastructure improvements associated with the proposed Greenwood Village, a mixed unit development that includes a single-family detached residential subdivision with commercial lots located along Farmville Road east of Pepperwood Trail and north of Farmville Road. The agreement describes how the developer would provide a financial contribution toward the construction of the intersection improvements at Farmville Road and North Donahue Drive. As well as improve Pepperwood Trail along the western boundary of the development. The developer must acquire a drainage and utility easement(s) from Farmville Road southward to the existing sanitary sewer system and dedicate the easement(s) to the City as well as construct a gravity sanitary sewer pipe to provide service to the development. The attached memorandum and infrastructure development agreement provide further details as to the requirements and obligations of the developer for the proposed development.

Why is Council action needed?

City Council action is needed to authorize the City Manager to execute a development agreement for activities related to the development of Greenwood Village mixed use development.

Is this a budgeted item?: N/A

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

FROM: Scott Cummings, Development Services Executive Director

DATE: September 25, 2025

SUBJECT: Greenwood Village Infrastructure Development Agreement

Staff have been meeting for months with representatives for the Greenwood Village mixed use development that includes commercial and residential uses. The property located on Farmville Road east of North Donahue Drive and adjacent to Pepperwood Trail, would require annexation and rezoning actions to support the proposed density and uses. This infrastructure development agreement acknowledges infrastructure improvements required in order to support the development of this property as proposed.

The development agreement defines the requirements of the developer to contribute a pro rata share of its traffic load on North Donahue Drive toward improvements of the road and Farmville Road intersection. The developer would also be required to make improvements to Pepperwood Trail to bring the segment adjacent to the property up to a paved public street standard and dedicate any necessary right-of-way consistent with the City's street standards. The developer would also be required to dedicate additional right-of-way along Farmville Road to support future improvements.

In addition to the street infrastructure improvements summarized above, the developer will be required to secure a drainage and utility easement from Farmville Road to the existing sanitary sewer system across private property and dedicate the easement(s) to the City. In addition to acquiring the easement(s), the developer shall construct a gravity sanitary sewer from its new development to the existing public sewer system prior to being able to receive building permits in the development.

RESOLUTION NO. _____

BE IT RESOLVED by the City Council of the City of Auburn, Alabama, that for the certain Development Agreement for Greenwood Village attached hereto and made a part hereof by reference by and between the City of Auburn, Alabama and 68V Greenwood Village 2026, LLC (Developer), is hereby duly accepted and approved and that the City Manager be and is hereby duly authorized, directed, and empowered to execute the Development Agreement for and on behalf of the City of Auburn.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of October 2025.

_____
Mayor

ATTEST:

_____
City Manager

State of Alabama)
Lee County)

AUBURN

INFRASTRUCTURE DEVELOPMENT AGREEMENT

This Agreement made and entered into on this the ____ day of _____, 20__, by and between the City of Auburn, Alabama, a municipal corporation (hereinafter referred to as the "City") 68V Greenwood Village 2026, LLC (hereinafter referred to as the "Developer").

STATEMENT OF BACKGROUND INFORMATION

1. The Developer owns, or plans to purchase, real property described in Exhibit A.

2. The real property described by the legal description in Exhibit A is proposed to be developed into a 146-lot single-family detached residential subdivision with two commercial outparcels located along Farmville Road known as "Greenwood Village" (the "Development") with its master plan shown in Exhibit B.

3. The Developer and the City have negotiated certain matters pertaining to the Developer's upgrade/expansion of public infrastructure necessary to support the Development 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 the agreements contained herein, the parties do hereby agree as follows:

SECTION I
GENERAL REQUIREMENTS

A. The Developer shall provide adequate public access during construction along and within the property for City of Auburn public safety and inspection personnel.

B. The Development shall be planned and constructed in accordance with all requirements and standards set by the City of Auburn in addition to any requirements agreed to by the City and Developer as set forth herein.

C. 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.

SECTION II
TRANSPORTATION INFRASTRUCTURE

A. The Developer proposes to construct a residential development with a commercial product located along Farmville Road as shown in Exhibit B. The proposed development will impact the intersection of Farmville Road and North Donahue Drive that is planned for future improvements. As a result, the developer should contribute $146,000 as a pro rata share of the peak traffic volume predicted to influence North Donahue and its intersection with Farmville Road. Payment terms are described herein Section IV below. To accommodate the intersection widening required transition and taper lengths, 20 feet additional right-of-way shall be platted along Farmville Road and dedicated with the final plat.

B. As part of the Development, the Developer shall improve Pepperwood Trail along the western boundary of the Development from Farmville Road to the northmost boundary of the Development adjacent to Pepperwood Trail. This includes the western entrance to the Development. The improved section of Pepperwood Trail shall be built to local residential design standard, including the sidewalk from the development entrance to Farmville Road. Any additional right-of-way needed to maintain the design standard through this section along Pepperwood Trail shall be platted and dedicated with the final plat.

SECTION III
SANITARY SEWER INFRASTRUCTURE

The Developer shall obtain all easements to cross private property to construct a new gravity sanitary sewer main to extend the existing sanitary sewer system to connect to and serve the Development. The Developer shall have constructed the gravity sewer extension to the Development with that being inspected and approved prior to final plat approval for any new residence or commercial establishment in the Development. Easements shall be public drainage and utility easements deeded to the City of Auburn.

SECTION IV
SUMMARY OF PAYMENT

The Developer shall pay the City a lump sum total of $146,000 as a pro rata share for improvements to North Donahue Drive and its intersection with Farmville Road. Payment shall be made with the final plat (or final plat for first phase if a phased development if platted in phases).

SECTION VI
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:

(1) all the requirements of the Developer described herein above have been completed and accepted by the City, or,

(2) 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 VII
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 VIII
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 IX
BINDING EFFECT

This Agreement shall be recorded in the office of the Judge of Probate of Lee County, Alabama, and shall run with the land and the binding upon the parties hereto, their successors and assigns.

*****THE REMAINDER OF THIS PAGE IS INTENTIALLY LEFT BLANK*****

WHEREOF, this Agreement has been executed by the parties hereto in duplicate, each of which shall constitute an original on this the ____ day of _____, 20____.

CITY OF AUBURN, A MUNICIPAL CORPORATION,

BY: _____
MEGAN MCGOWEN CROUCH
Its: CITY MANAGER

ATTEST:

By: _____
LINDSAY MANLEY
Its: ASSISTANT CITY CLERK

_____

By: _____
Name: _____
Its: _____

ATTEST:

By: _____

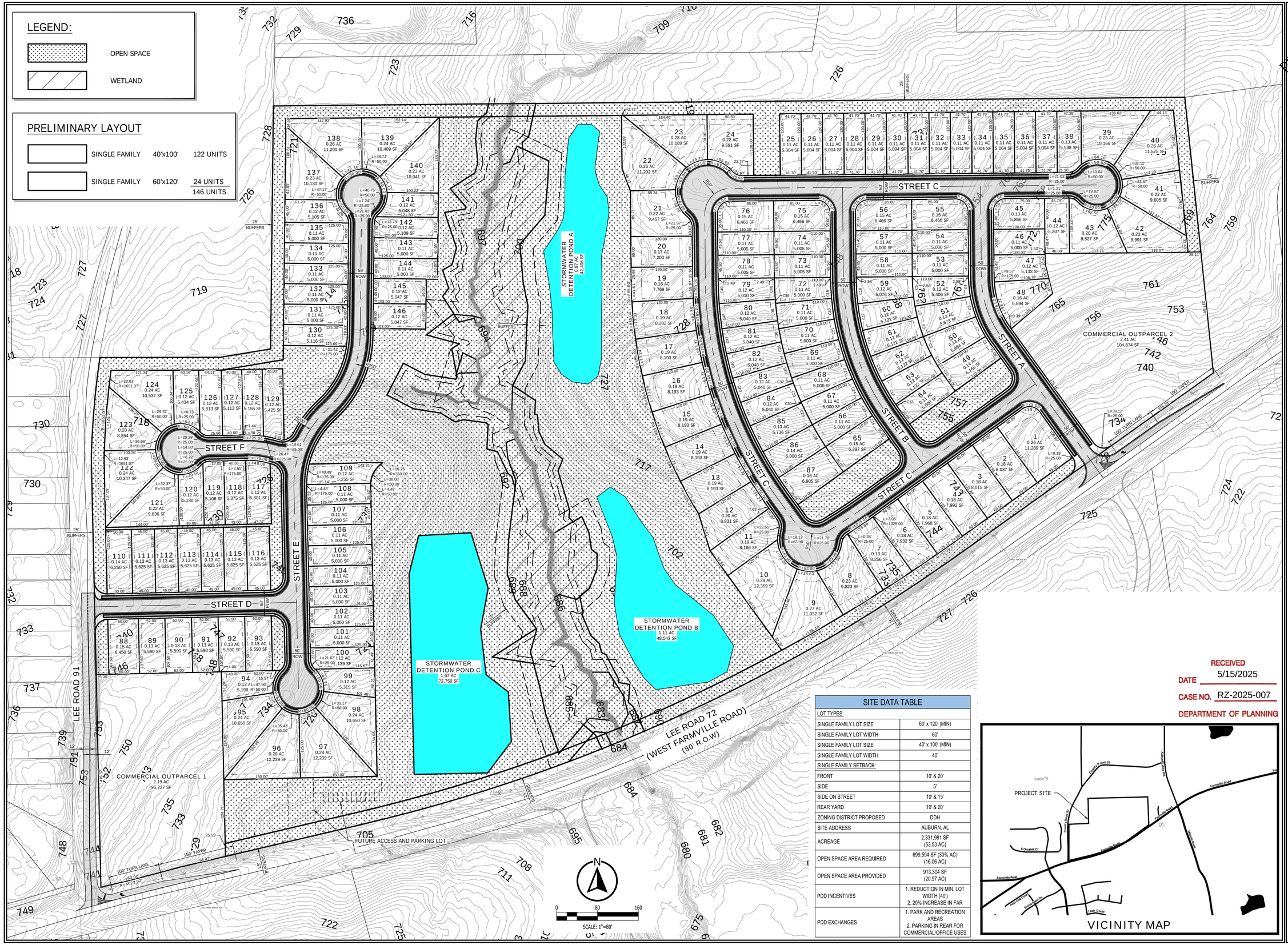
Exhibit A
Legal Description

Commencing at a found ½" rebar at the Northeast corner of Lot 26, Highlands Subdivision, Sector 1 as recorded in plat book 27 at page 17 in the Office of the Judge of Probate for Lee County, Alabama, thence North 88'50'28"; east, 10.29 feet to a found 1.2" rebar in the Western Right of Way for Lee Road 091; thence North 89'41'15" East, 41.09 feet to a found ¾" open top iron pin by T. Richard Fuller (TRF), said pin is at the Northwestern corner of the Samples Property and is the Point of Beginning of said property escribed herein: from the POINT OF BEGINNING, then North 89'54'33" Esat, a distance of 235.31 feet to a found ½" rebar by Zack D Sprayberry (ZDS); thence North 80'34'20" East, a distance of 100.00 feet to a found ½" rebar at a fence corner; thence North 00'39'19" East, a distance of 475.65 feet to a found 1" open top pin (disturbed) at the Southwest corner of Lot 1, Golden Subdivision (plat book 36, page 197); thence along Lot 1, North 89'2711" East, a distance of 1783.30 feet to a found ¾" open top iron pin (disturbed); thence along the West line of the Landreth Property South 05'55'28" East, a distance of 542.45 feet to a found ¾" open top iron pin in the North right of way of Lee Road 72 (Farmville Road); thence along the North right of way of said road South 54'30'38" West, a distance of 610.18 feet to a set ½" rebar by Precision Surveying (CA788) at the accepted road station 24+12.22 to the beginning of the curve concave to the northwest, having a radius of 3324.67 feet and a chord of South 65'38'18" West, 1283.29 feet to a found concrete right of way monument at sta 11+03.40; thence South 76'45'57" west tangent to said curve, a distance of 362.24 feet to a concrete right of way monument sta 7+40; thence along the curve of the North right of way for Lee Road 72 along a curve concave to the south having a radius of 4623.92 feet and a chord which bears South 75'44'51" west 162.99 feet for an arc distance of 163.00 feet to a set ½" rebar (CA788); thence along a curve concave to the east having a radius of 1676.07 feet and a chord which bears North 04'53'44" East 196.21 feet for an arc distance of 1296.32 feet to the Point of Beginning.

Said parcel is referenced as being described in deed book 2623, page 535 and is bounded on the West by Lee Road 91, the Northwest by Auburn University property, on the North by Golden Subdivision, Lot 1, on the East by the Landreth property, on the south be Lee Road 72. Containing 53.53 acres, more or less and lying in Section 2, Township 19 North, Range 25 Eat, Auburn, Lee County, Alabama.

Exhibit B

[See the next page]



SITE DATA TABLE	
LOT TYPES:	
SINGLE FAMILY LOT SIZE	60' x 120' (MIN)
SINGLE FAMILY LOT WIDTH	60'
SINGLE FAMILY LOT SIZE	40' x 100' (MIN)
SINGLE FAMILY LOT WIDTH	40'
SINGLE FAMILY SETBACK:	
FRONT	10' & 20'
SIDE	5'
SIDE ON STREET	10' & 15'
REAR YARD	10' & 20'
ZONING DISTRICT PROPOSED	DDH
SITE ADDRESS	AUBURN, AL
ACREAGE	2,331,981 SF (53.53 AC)
OPEN SPACE AREA REQUIRED	699,594 SF (30% AC) (16.06 AC)
OPEN SPACE AREA PROVIDED	913,304 SF (20.97 AC)
PDD INCENTIVES	1. REDUCTION IN MIN. LOT WIDTH (40') 2. 20% INCREASE IN FAR
PDD EXCHANGES	1. PARK AND RECREATION AREAS 2. PARKING IN REAR FOR COMMERCIAL/OFFICE USES

VICINITY MAP

RECEIVED
DATE 5/15/2025
CASE NO. RZ-2025-007
DEPARTMENT OF PLANNING

PRELIMINARY NOT FOR CONSTRUCTION

KADRE ENGINEERING
BIRMINGHAM · AUBURN · ORANGE BEACH

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No.	Revision	Date
-	-	--/--/--

GREENWOOD VILLAGE
68VENTURES
AUBURN, AL

SHEET TITLE:
PRELIMINARY LAYOUT
CONCEPT #1

DRAWN BY: INITIALS
CHECKED BY: INITIALS
DATE: 05-16-25
PROJECT NUMBER: 24036
SCALE: 1"=80'
SHEET NUMBER: C1.0
01 of 01

Agenda Item Summary

Item No. 8 d 2

Council Meeting Date	October 7, 2025
Department	Engineering Services
Submitted By	Brandy Ezelle
Agenda Section	Consent

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

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

Description of item under consideration

Resolution authorizing the City Manager to execute a Preliminary Engineering and Construction Agreement with the Alabama Department of Transportation for Project No. CRPAU-4126( ) for fiber installation along N. Dean Rd. from Annalue Dr. to Opelika Rd. and along Opelika Rd. from N. Dean Rd. to Mall Pkwy. The estimated cost of preliminary engineering is $80,000 and the estimated cost of construction is $800,000. The total estimated cost of the project is $880,000 with federal funding through the Federal Carbon Reduction Program of $704,000 (80%) and City match funding of $176,000 (20%).

Why is Council action needed?

City Council action is needed to authorize the Mayor and the City Manager to execute a preliminary engineering and construction agreement for a federal aid project with the Alabama Department of Transportation to install fiber along North Dean Road from Annalue Dr. to Opelika Road from Dean Rd. to Mall Parkway 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: Brandy Ezelle, Interim Engineering Services Director/City Engineer

DATE: September 15, 2025

SUBJECT: Alabama Department of Transportation

Preliminary Engineering and Construction Agreement for a Federal Aid Project – Project # CRPAU-4126( ); CPMS Ref# 100080867 and 100080868 – Fiber Installation

The City of Auburn is working to expand our fiber network to provide reliable connectivity from the City's Traffic Management Center (TMC) to strategic signalized intersections and corridors. The TMC provides a backbone for communications and central software which allows for implementation of coordinated signal timing plans which reduce delays and mitigate congestion. The TMC has many other added benefits such as deficiency monitoring for equipment failures which also affects signal performance. A fiber connection provides a more reliable connection and provides the necessary bandwidth for remote video capabilities.

We have received federal authorization to fund the design and construction of the FY27 Fiber Project through the Carbon Reduction Program administered by the Alabama Department of Transportation. The funding for this project will follow an 80/20 cost-sharing structure, with 80 percent ($704,000) of the total cost covered by federal funds. The agreement outlines the tasks that are eligible for reimbursement. The City will be responsible for payment of any work not eligible for reimbursement. The 20 percent ($176,000) local match, ineligible items, and overruns will be funded through the proposed Capital Improvement Program (CIP) FY27 Fiber Expansion project budget ($500,000).

Our priority for the FY27 project is to expand fiber along North Dean Road from Annalue Drive to Opelika Road and along Opelika Road to the highly congested commercial area around the Village Mall. This project scope will be designed in coordination with the Dean Road/Opelika Road Intersection Improvement project approved in the City's FY26-27 budget.

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 install fiberoptic communications along N. Dean Rd. from Annalue Dr. to Opelika Rd. and along Opelika Rd. from N. Dean Rd. to Mall Pkwy; and

WHEREAS, the fiber installation along N. Dean Rd. from Annalue Dr. to Opelika Rd. and along Opelika Rd. from N. Dean Rd. to Mall Pkwy. was selected for federal funding through the Federal Carbon Reduction Program (CRP) Funds; and

WHEREAS, the Alabama Department of Transportation requests that the City of Auburn sign a Preliminary Engineering and Construction Agreement to initiate the project for design.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama authorizes the Mayor and the City Manager to execute a Preliminary Engineering and Construction Agreement with the Alabama Department of Transportation, including payment of $176,000 (City match), to install fiber along N. Dean Rd. from Annalue Dr. to Opelika Rd. and along Opelika Rd. from N. Dean Rd. to Mall Pkwy.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of October 2025.

_____
Mayor

ATTEST:

_____
City Manager

PRELIMINARY ENGINEERING
AND
CONSTRUCTION
AGREEMENT
FOR A
FEDERAL AID
PROJECT

BETWEEN THE STATE OF ALABAMA
AND
CITY OF AUBURN
Lee County

Project No. CRPAU-4126( )
CPMS Ref# 100080867 & 100080868

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 the fiber installation on (Site 1) N. Dean Rd. from Annalue Dr. to Opelika Rd.; (Site 2) along Opelika Rd. from N. Dean Rd. to Mall Pkwy.; Project# CRPAU-4126( ); CPMS Ref# 100080867 and 100080868.

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

PART TWO (2): FUNDING PROVISIONS

A. **Project Funding:** Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to $704,000.00 Federal Carbon Reduction Program (CRP) 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
Federal Funds	$ 64,000.00
City Funds	$ 16,000.00
TOTAL (Incl Indirect Cost)	$ 80,000.00

CONSTRUCTION

FUNDING SOURCE	ESTIMATED COSTS
Federal Funds	$ 640,000.00
City Funds	$ 160,000.00
TOTAL (Incl CE&I & Indirect Cost)	$ 800,000.00

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 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 or state funding and the refund of any federal or state 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 on CITY right-of-way and the STATE will assume full ownership and responsibility for the project work on STATE right-of way 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

RESOLUTION NUMBER_____

BE IT RESOLVED, by the City of Auburn as follows:

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Fiber installation on (Site 1) N. Dean Rd. from Annalue Dr. to Opelika Rd.; (Site 2) along Opelika Rd. from N. Dean Rd. to Mall Pkwy.; Project# CRPAU-4126( ); CPMS Ref# 100080867 and 100080868.

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and acting Clerk of the City of Auburn, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the _____day of _____, 20____ , and that such resolution is on file in the City Clerk's Office.

ATTESTED:

_____ _____

City Clerk Mayor

_____day of _____, 20_____, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this_____day of _____, 20_____ .

_____

City Clerk

(AFFIX SEAL)

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);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 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., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), 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 take affirmative action to ensure that applicants are employed, and 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

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein 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 Number 26. It is further agreed that 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.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

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.

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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

Agenda Item Summary

Item No. 8 d 3

Council Meeting Date	October 7, 2025
Department	Information Technology
Submitted By	Greg Nelson
Agenda Section	Consent

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

C Spire Business
201 Summit Parkway
Homewood, AL 35209

Description of item under consideration

Resolution authorizing the City Manager to execute a contract with C Spire Business for Cisco Flex licensing at a total three-year cost of $107,921.52 with annual payments of $35,973.84. These licenses provide for the City's core voice and telephony services that have been utilized since the City went to an IP phone system in 2001. The three-year agreement provides the advantage of fixing the renewal costs over those same years. This purchase will be facilitated through Alabama State Master Agreement MA 999 210000000007.

Why is Council action needed?

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

Is this a budgeted item?: Yes

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Auburn recognizes that it is in the best interest of the City of Auburn to renew the City's Cisco Flex licensing for the City's core telephony services; and

WHEREAS, Alabama State Master Agreement MA 999 210000000007 establishes the total cost of a three-year agreement at $107,921.52 through C Spire Business with annual payments of $35,973.84.

BE IT RESOLVED that the City Council of the City of Auburn, Alabama, does hereby authorize the City Manager to execute a contract with C Spire Business for Cisco Flex licensing at a total cost of $107,921.52 with annual payments of $35,973.84, for the renewal of the City's core telephony services.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this 7th day of October 2025.

_____
Mayor

ATTEST:

_____
City Manager

Physical Address:
201 Summit Parkway
Homewood, AL 35209
Phone: 205.314.6600
Fax: 205.940.9067

QUOTATION

www.cspire.com/business

Remittance Address:
C Spire Business
PO Box 748168
Atlanta GA 30374-8168

Date: 09/11/25 Quote #: AAAQ156038-36 Sales Rep: kchandler

Quote To:

City of Auburn
Greg Nelson
144 Tichenor Avenue

Auburn AL 36830
Phone: (334) 501-7208

Here is the quote you requested.

Ship To:

City of Auburn
Greg Nelson
144 Tichenor Avenue

Auburn AL 36830

Qty	Part #	Description	Unit Price	Ext. Price
		36 Month FLEX Renewal		
		MA 999 210000000007, VC000056565		
		*3 Annual Payments of $35,973.84		
1	A-FLEX-3	Collaboration Flex Plan 3.0	$0.00	$0.00
1	SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	$0.00	$0.00
532	A-FLEX-EAPL	EntW On-Premises Calling	$202.86	$107,921.52
1	A-FLEX-SME-S	Session Manager (1)	$0.00	$0.00
1,064	A-FLEX-SRST-E	SRST Endpoints (1)	$0.00	$0.00
639	A-FLEX-P-EA	On-Premises Smart License - EA (1)	$0.00	$0.00
107	A-FLEX-P-ACC	Access Smart License (1)	$0.00	$0.00
266	A-FLEX-P-CA	Common Area Smart License (1)	$0.00	$0.00
639	A-FLEX-P-UCXN	Unity Connection Smart License (1)	$0.00	$0.00
1,596	A-FLEX-P-ER	Emergency Responder Smart License (1)	$0.00	$0.00
1	A-FLEX-EXP-PAK	Expressway Product Authorization Key (1)	$0.00	$0.00
1	A-FLEX-SW-11.5-K9	On-Premises & Partner Hosted Calling SW Bundle v11.5 (1)	$0.00	$0.00
639	A-FLEX-C-DEV-ENT	Cloud Device Registration Entitlement	$0.00	$0.00
639	A-FLEX-MSG-ENT	Messaging Entitlement	$0.00	$0.00
12,768	A-FLEX-FILESTG-ENT	File Storage Entitlement	$0.00	$0.00
639	A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	$0.00	$0.00
107	A-FLEX-EXP-RMS	Expressway Rich Media Session (1)	$0.00	$0.00

Total $107,921.52

This Quote (i) hereby incorporates by reference the terms and conditions of the Master Terms and Conditions ("MTC"), and the purchase Terms and Conditions ("PTC") located at http://www.cspire.com/business, (ii) applies only to the Services or Products covered by this Quote and not to Services or Products covered by any other quote, statement of work, or order, and (iii) does not amend or supplement the terms of any other agreement. This Quote, the MTC, PTC, and any other written documents attached hereto or incorporated herein are the "Agreement." Capitalized terms not defined herein shall have the respective meanings ascribed to such terms in the MTC.

This Quote is valid for no more than sixty (60) days from the date the Quote was issued. CSB reserves the right to cancel orders arising from pricing or other errors. Taxes, shipping, handling and other fees may apply.
By signing below you acknowledge that you have read, accepted, and agree to be bound by this Agreement.

Customer Signature _____ Date _____

Agenda Item Summary

Item No. 8 d 4

Council Meeting Date	October 7, 2025
Department	Environmental Services
Submitted By	Catrina Cook
Agenda Section	Consent

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

CARE Humane Society
1140 Ware Drive
Auburn, AL 36832

Description of item under consideration

Resolution authorizing the City Manager to execute a two (2) year contract with CARE Humane Society for animal sheltering services. The contract is in the amount of $228,408 for FY 2026 and an amount to be negotiated for FY 2027 based on the City's pro rata share of animals submitted to CARE Humane Society.

Why is Council action needed?

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

Is this a budgeted item?: Yes

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

THROUGH: Keith Williams, Public Services Executive Director

FROM: Catrina W. Cook, Environmental Services Director

DATE: September 26, 2025

SUBJECT: CARE Humane Society

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

The contract is in the amount of $228,408 for FY 2026 and an amount to be negotiated for FY 2027 based on the city's pro rata share of animals submitted to CARE Humane Society. The funds for the contract are included in the Environmental Services Department's FY 2026-2027 biennial budget.

RESOLUTION NO._____

WHEREAS, the City Council of the City of Auburn, Alabama, recognizes that it is in the best interest of the City of Auburn to enter into a contract for animal sheltering services; and

WHEREAS, the City of Auburn desires to enter into a two (2) year contract with CARE Humane Society, Inc. in the amount of $228,408 for FY 2026 and an amount to be determined for FY 2027 based upon the City's pro rata share of animals submitted to CARE Humane Society, Inc.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama, does hereby authorize the City Manager to execute a contract with CARE Humane Society, Inc. in the amount of $228,408 for FY 2026 and an amount to be determined for FY 2027 based upon the City's pro rata share of animals submitted to CARE Humane Society, Inc.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of October 2025.

_____
Mayor

ATTEST:

_____
City Manager

City of Auburn
Contract Title: Animal Shelter Services

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

STATEMENT OF BACKGROUND INFORMATION

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

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

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

PURPOSE OF CONTRACT

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

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

WHEREAS, funds for this purpose are authorized through the annual CITY budget and the Auburn City Council authorized this contract with the effective date of October 1, 2025.

STATEMENT OF AGREEMENT

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

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

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

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

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

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

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

    Disposition of animals shall include:

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

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

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

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

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

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

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

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

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

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

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

c. At the time the animal is released, CARE shall complete said citation(s) for the animal apprehended. Prior to the end of the 7 day hold period, the animal shall be released only to the owner as verified by the owner providing either a photo

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

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

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

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

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

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

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

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

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

3. **Compensation**

a. In consideration of CARE performing the Services, the CITY agrees to pay fees beginning October 1, 2025, of $228,408 to perform the duties and obligations set forth herein during budget year October 1, 2025 through September 30, 2026, with said sums to be paid as follows: Equal monthly payments of $19,304 made on or before the 15th day of each month. CARE will submit a budget request to the CITY no later than April 30, 2026 for consideration during the budget evaluation process. The CARE budget request shall include information and calculations to justify the requested amount. CARE shall include its proposed budget for fiscal year 2027 and its audited financial statements for fiscal year 2025 in the budget request for fiscal year 2027. The City shall notify CARE of the contract services fee amount included in the City Manager's proposed budget or budget amendment.

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

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

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

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

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

4. **Conditions of Contract**

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

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

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

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

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

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

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

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

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

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

THE CITY OF AUBURN, ALABAMA

_____
Its City Manager

CARE HUMANE SOCIETY™

_____
Its President, Board of Directors

Exhibit A

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

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

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

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

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

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

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

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

8. CARE agrees to indemnify, hold harmless, and defend the City, its officials, representatives, agents, servants, and employees from and against any and all claims, actions, lawsuits, damages, judgments, liability, and expense, including attorneys' fees

and litigation expenses arising out CARE's activities in connection with the work to be performed under this contract. This obligation shall survive the payment of any losses by CARE's insurance carrier.

Agenda Item Summary

Item No. 8 d 5

Council Meeting Date	October 7, 2025
Department	Development Services
Submitted By	Scott Cummings
Agenda Section	Consent

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

Cleveland Brothers, Inc.
611 East Glenn Ave
Auburn, AL 36831-3310

Description of item under consideration

Authorization is requested for the City of Auburn to execute an infrastructure development agreement with Cleveland Brothers, Inc. for public infrastructure improvements associated with the Woodson Hills residential development. The agreement describes how the developer will construct a new internal street connection with Bonny Glenn Road to provide public street access to Hamilton Road through the Woodson Hills street network. The City concedes that the first phase of the Development does not mandate that a singular form of ingress is necessary. However, this connection to Bonny Glen Road will be necessary in next phase of development or within five (5) years. This agreement would memorialize the timing associated with this connection.

Why is Council action needed?

City Council action is needed to authorize the City Manager to execute an infrastructure development agreement for activities related to the development of Woodson Hills.

Is this a budgeted item?: N/A

RESOLUTION NO. _____

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

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of October 2025.

_____
Mayor

ATTEST:

_____
City Manager

State of Alabama)
Lee County)

INFRASTRUCTURE DEVELOPMENT AGREEMENT

This Agreement made and entered into on this the ____ day of _____, 2025, by and between the City of Auburn, Alabama, a municipal corporation (hereinafter referred to as the "City") and Cleveland Brothers, Inc. (hereinafter referred to as the "Developer").

STATEMENT OF BACKGROUND INFORMATION

1. The Developer owns, or has rights to purchase, real property described as follows:

   See Exhibit A

2. The real property described by the legal description in Exhibit A is being developed into a residential subdivision known as "Woodson Hills" (the "Development") with its master development plan shown in Exhibit B.

3. The Developer and the City have negotiated certain matters pertaining to the Developer's use of certain public rights-of-way and upgrade/expansion of public infrastructure necessary to support the Development 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 the agreements contained herein, the parties do hereby agree as follows:

SECTION I
GENERAL REQUIREMENTS

A. The Developer shall provide adequate public access during construction along and within the property for City of Auburn public safety and inspection personnel.

B. The Development shall be planned and constructed in accordance with all requirements and standards set by the City of Auburn in addition to any requirements agreed to by the City and Developer as set forth herein.

C. 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.

SECTION II
TRANSPORTATION INFRASTRUCTURE

A. The Development proposes a street network that will provide a connection to an existing street, Bonny Glen Road. With the proximity of the proposed entrance to the Development and the existing intersection of Bonny Glen Road with Hamilton Road, there can only be one access to Bonny Glen Road to be consistent with the street standards for Hamilton Road. The Developer is required to connect the new internal street network to Bonny Glen Road as shown in Exhibit B in order to provide one public street access to Hamilton Road.

B. The City recognizes that the first phase of the Development does not mandate that a singular form of ingress to the area is necessary and concedes to delay the connection to Bonny Glen Road as shown on Exhibit B until the next phase of development or within five years of the execution of this Infrastructure Development Agreement.

C. Postponing this street network interconnectivity is satisfactory due to the phasing of the development to permit the Developer to complete infrastructure and initiate house construction before the connection to Bonny Glen Road is made. After such time as the Development's street network is connected to Bonny Glen Road, the City will close Bonny Glen Road at Hamilton Road in favor of the access for the Development to eliminate conflicting movements of drivers with two street intersections in close proximity.

D. The Developer shall construct the new public street connection with Bonny Glen Road as shown in Exhibit B upon the earlier to occur of the next phase of the Development, or the date which is five years from the date of the execution of this Agreement. Developer agrees and understands that no additional development will be approved by the City beyond that of Phase 1 until the proposed public street connection with Bonny Glen Road is complete as shown in Exhibit B. Notwithstanding the foregoing, the City agrees that the Developer may subdivide the property located west of Woodson Hill Road and south of Fleetwood Street without triggering the requirement to construct the new public street connection with Bonny Glen Road.

SECTION III
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:

(1) all the requirements of the Developer described herein above have been completed and accepted by the City, or,

(2) ten (10) years from the date of approval of this Agreement by the City Council unless an extension is approved by the City Council of the City of Auburn.

If the Developer has satisfied its obligations hereunder prior to the expiration of 10 years, the City Manager may issue a statement to certify that the provisions of this Agreement have been satisfied.

SECTION IV
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 V
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 VI
BINDING EFFECT

This Agreement shall be recorded in the office of the Judge of Probate of Lee County, Alabama, and shall run with the land and the binding upon the parties hereto, their successors and assigns.

*****THE REMAINDER OF THIS PAGE IS INTENTIALLY LEFT BLANK*****

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto in duplicate, each of which shall constitute an original on this the ____ day of _____, 20____.

CITY OF AUBURN, A MUNICIPAL CORPORATION,

BY: _____
MEGAN MCGOWEN CROUCH
Its: CITY MANAGER

ATTEST:

By: _____
LINDSAY MANLEY
Its: ASSISTANT CITY CLERK

By: _____
Name: William A Cleveland
Its: Secretary

ATTEST:

By: _____

Exhibit A
Legal Description

Lot 1-A-A of Redivision of Lot 1-A, Woodson-Brentwood Subdivision, according to and as shown on the plat of said subdivision of record in Town Plat Book 52, at Page 51, in the Office of the Judge of Probate of Lee County, Alabama.

Exhibit B

[on following page]

LOT SUMMARY	
TOTAL SITE AREA:	47.51 AC.
SINGLE FAMILY ESTATE LOTS:	36 LOTS

WOODSON HILL ROAD

HAMILTON ROAD

FLEETWOOD STREET

ATWOOD LANE

HARTWOOD STREET

FUTURE STREET

BONNY GLEN ROAD

FUTURE DEVELOPMENT
4.89 Ac
(212,909 sf)

FUTURE DEVELOPMENT
6.55 Ac
(285,331 sf)

FUTURE DEVELOPMENT
2.25 Ac
(97,969 sf)

OPEN SPACE
7.95 Ac
(346,162 sf)

1 0.55 Ac (23,941 sf)
2 0.93 Ac (40,360 sf)
3 0.87 Ac (37,818 sf)
4 0.39 Ac (16,784 sf)
5 0.49 Ac (21,546 sf)
6 0.57 Ac (24,884 sf)
7 0.58 Ac (25,389 sf)
8 0.59 Ac (25,750 sf)
9 0.60 Ac (25,288 sf)
10 0.61 Ac (26,525 sf)
11 0.61 Ac (26,628 sf)
12 0.61 Ac (26,731 sf)
13 0.59 Ac (25,600 sf)
14 0.61 Ac (26,572 sf)
15 0.87 Ac (37,860 sf)
16 0.68 Ac (29,518 sf)
17 0.61 Ac (26,673 sf)
18 0.57 Ac (24,774 sf)
19 0.50 Ac (21,924 sf)
20 0.51 Ac (22,143 sf)
21 0.50 Ac (21,735 sf)
22 0.49 Ac (21,327 sf)
23 0.50 Ac (21,685 sf)
24 0.50 Ac (21,704 sf)
25 0.49 Ac (21,327 sf)
26 0.50 Ac (21,735 sf)
27 0.51 Ac (22,143 sf)
28 0.48 Ac (20,702 sf)
29 0.84 Ac (36,429 sf)
30 0.57 Ac (24,790 sf)
31 0.64 Ac (28,009 sf)
32 0.57 Ac (24,806 sf)
33 0.53 Ac (23,009 sf)
34 0.53 Ac (23,012 sf)
35 0.53 Ac (23,015 sf)
36 0.53 Ac (23,018 sf)

WOODSON HILLS

CONCEPTUAL MASTER PLAN

FORESITE group

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

130.042 | JAN-28-2025

Agenda Item Summary

Item No. 8 d 6

Council Meeting Date	October 7, 2025
Department	Public Works
Submitted By	Dan Ballard
Agenda Section	Consent

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

Evergreen Landscaping Company
505 North Lanier Avenue
Lanett, Alabama 36863

Description of item under consideration

The Public Works Department is requesting City Council approval to enter into a contract with Evergreen Landscaping Company at a cost of $80,000, for the provision of landscape maintenance services at the I-85 Interchanges at Exit 50 (Cox Road) and Exit 57 (Bent Creek Road). Landscape maintenance at these interchanges is necessary to comply with an existing cooperative maintenance agreement with the Alabama Department of Transportation, and are necessary to maintain safe and aesthetically pleasing gateways and corridors to the City.

Why is Council action needed?

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

Is this a budgeted item?: Yes

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

THROUGH: Keith Williams, Public Services Executive Director

FROM: Daniel Ballard, Public Works Director

DATE: September 26, 2025

SUBJECT: Landscape Maintenance of I-85 Interchanges at Exits 50 & 57

The Public Works Department is requesting City Council approval to enter into a contract with Evergreen Landscaping Company, for the provision of landscape maintenance services at the I-85 Interchanges at Exit 50 (Cox Road) and Exit 57 (Bent Creek Road). Landscape maintenance at these interchanges is necessary to comply with an existing cooperative maintenance agreement with the Alabama Department of Transportation, and are necessary to maintain safe and aesthetically pleasing gateways and corridors to the City.

The City of Auburn solicited bids from area contractors for the costs of labor, equipment, and materials necessary to complete the annual Landscape Maintenance of I-85 Interchanges at Exit 50 and Exit 57. The following responsive and responsible bids were received on September 25, 2025:

Contractor:	**Total Bid Price (Base Bid + Alternates):**
Bodine's Landscape Services	$139,715
Cutting Edge Lawn Service	$158,250
Evergreen Landscaping Company	$80,000
Outdoor Concepts	$109,470
Outdoor Solutions	$121,400

In consideration of the bids received, the Public Works Department recommends execution of a contract with Evergreen Landscaping Company in the amount of $80,000/year for these services. Furthermore, I recommend authorizing an additional ten (10) percent of the contract amount ($8,000) as contingency for unforeseen conditions. The contract is for services rendered annually between October 1 through September 30, and the contract allows for two one-year renewal terms.

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Auburn has determined that it is in the best interest of the City of Auburn to maintain safe and attractive landscaping on its interstate interchanges, for the purpose of enhancing the aesthetic quality of the City's principal corridors and gateways; and

WHEREAS, the City Council of the City of Auburn authorized a cooperative maintenance agreement with the Alabama Department of Transportation, committing the City of Auburn to maintaining the I-85 interchanges at Exit 50 and Exit 57 in a clean and attractive appearance; and

WHEREAS, the City Council of the City of Auburn has solicited sealed bids, as required under Alabama law, for the costs of labor, materials, and equipment necessary to complete the annual Landscape Maintenance of I-85 Interchanges at Exit 50 and Exit 57; and

WHEREAS, Evergreen Landscaping Company submitted the lowest responsive bid, with a base bid of $58,500 and alternates totaling $21,500, for a total bid of $80,000.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama does hereby authorize the City Manager to execute a landscape maintenance contract with Evergreen Landscaping Company to provide comprehensive landscape maintenance services at the I-85 interchanges of Exit 50 and Exit 57 for an annual cost not to exceed $80,000, and further authorizes up to ten percent (10%) of the annual contract amount ($8,000) as contingency to be used for unforeseen conditions.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this 7th day of October 2025.

_____
Mayor

ATTEST:

_____
City Manager

PROPOSAL

TO: CITY OF AUBURN, ALABAMA

Submitted: September 25, 2025.

The undersigned, as Bidder, hereby declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the plans and specifications for the work and contractual documents relative thereto; and has read all Special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the City of Auburn, Alabama, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to and to complete

LANDSCAPE MAINTENANCE OF I-85 INTERCHANGES AT EXITS 50 & 57

in full and complete accordance with the shown, noted, described and reasonably intended requirements of the plans, specifications and contract documents, to the full and entire satisfaction of the City of Auburn, Alabama, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents, for the unit prices listed opposite each item in the attached schedule of estimated quantities and bid prices.

It is agreed that the description under each item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals as constitute Bidder's obligations as described in the specifications and any details not specifically mentioned, but evidently included in the contract shall be compensated for in the item which most logically includes it.

The quantities for bid items listed on the proposal sheets are estimated quantities only for the purpose of comparing bids. Any difference between these estimated quantities and actual quantities required for construction shall not be taken as a basis for claims by the Contractor for extra compensation. Compensation will be based on the unit prices and actual construction quantities.

The Bidder further proposes and agrees hereby to commence the work with an adequate force, materials, and equipment at the time stated in the notice to the Contractor from the City to proceed and fully complete performance of the base bid work and any elected alternate bid work within three hundred sixty-five **(365)** calendar days from and after the date stated in said notice.

The undersigned further agrees that, in case of failure on his part to execute the said contract and the bonds within ten **(10)** consecutive calendar days after written notice being given of the award of the contract, the check or proposal bond in the amount of 5%, (not to exceed $10,000.00) and the monies payable thereon, shall be paid into the funds of the City of Auburn, Alabama as liquidated damages for such failure; otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.

Attached hereto is a certified or cashier's check on the South State Bank

or bid bond for the sum of four thousand dollars ($ 4000.00)
(5% of AMOUNT BID (not to exceed $10,000.00))
made payable to the City of Auburn, Alabama.

Base Bid: Fifty-eight thousand five hundred dollars
(in words)

TOTAL LUMP SUM BID PRICE: $ 58,500.00

TOTAL LUMP SUM ALTERNATES PRICE: $ 21,500.00

EXCEPTIONS: If "none", so state here: none.
If any exceptions of Owner's specifications are offered, attach full explanations to this bid.

BY: [signature]

PRINTED NAME Jeff Leavins

TITLE Owner

CONTRACTOR Evergreen Landscaping Services

ADDRESS: 505 North Lanier Avenue

CITY Lanett

STATE Alabama 36863

General Contractor S-60826 Landscape Lic. # 6000192
CONTRACTOR'S LICENSE NUMBER

704-590 3317
TELEPHONE NUMBER

LANDSCAPE MAINTENANCE OF I-85 INTERCHANGES AT EXITS 50 & 57

BASE BID PROPOSAL
SCHEDULE OF ESTIMATED QUANTITIES AND BID PRICES

ITEM	DESCRIPTION	UNIT	QUANTITY	COST	TOTAL COST
01	Growing Season Landscape Maintenance - Includes bi-weekly mowing of all grassed areas, edging of all landscape beds, trimming/weed-eating of grass around all vertical objects, and blowing of pine straw around all landscape beds to establish a well-defined rolled/tucked bedline within the service areas identified in the attached figures between the dates of April 1 and September 30 of the contract year.	$40,500.00 Lump Sum	12 1	$3,375.00	$40,500.00
02	Dormant Season Landscape Maintenance – Includes mowing of all grassed areas, edging of all landscape beds, trimming/weed-eating of grass around all vertical objects, and blowing of pine straw around all landscape beds to establish a well-defined rolled/tucked bedline within the service area identified in the attached figures as-needed to maintain a clean and manicured appearance between October 1 and March 31 of the contract year. At a minimum, these services shall be performed once per month during this period, and at no point shall the grass height exceed 12 inches.	$18,000.00 Lump Sum	6 1	$3,000.00	$18,000.00
03	All necessary traffic and safety control measures.	— Lump Sum	0 1	0	0
TOTAL BASE BID					
Fifty-eight thousand five hundred dollars. (IN WORDS)					

ALTERNATES

ITEM	DESCRIPTION	UNIT	QUANTITY	COST	TOTAL COST

04	Two seasonally appropriate pre-emergent herbicide applications per year within all landscape beds, one occurring in October and one occurring in February. The contractor may adjust the dates of these applications at the approval of the City. All applications shall follow the recommended application rate specified by the manufacturer.	$2,250.00 Lump Sum	2 1	$1,125.00	$2,250.00	
05	Use of post-emergent herbicide application as necessary to control weeds within all landscape beds during the service period.	$1,500.00 Lump Sum	12 1	$125.00	$1,500.00	
06	Two longleaf pine straw applications per year, one occurring in April and one occurring in September. Longleaf pine straw shall be applied at a depth of 3" to 4". The contractor may adjust the dates of these applications at the approval of the City.	$12,000.00 Lump Sum	600 1	$20.00	$12,000.00	
07	Pruning of all shrubs once during the annual service period. All pruning is to be conducted using methods appropriate to each species, pruning shall be performed to improve the appearance, health, and vigor of the shrubs, and shall be performed at a seasonally appropriate time.	$2,250.00 Lump Sum	2 1	$1,125.00	$2,250.00	
08	Branch pruning of all trees as directed by the City. The trees will be evaluated annually by the City, and the City will coordinate all necessary branch pruning with the contractor. Pruning will be performed in accordance with International Society of Arboriculture and ANSI A300 standards and will be limited to pruning that can be performed from the ground with power tools and hand tools (pole saws, pruners, etc.).	$1,250.00 Lump Sum	1 1	$1250.00	$1,250.00	
09	Litter collection, removal, and disposal. All visible litter within the defined service area will be collected, removed, and properly disposed offsite during each service visit.	$2,250.00 Lump Sum	18 1	$125.00	—	$2,250.00

TOTAL ALTERNATES BID

Twenty-one thousand five hundred dollars.

(IN WORDS)

CONTRACTOR'S NAME:	Jeff Leavins
COMPANY'S NAME:	Evergreen Landscaping Company
PHYSICAL ADDRESS:	505 North Lanier Avenue
MAILING ADDRESS:	505 North Lanier Avenue
CITY/STATE/ZIP CODE:	Lanett, Alabama 36863
TELEPHONE NUMBER:	706-590-3317
FAX NUMBER:	None —
E-MAIL ADDRESS (OPTIONAL):	jeffe evergreenlandscaping.biz

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____

as Principal, and _____

as Surety, are held and firmly bound to the City of Auburn, Alabama hereinafter called "Obligee" or "City" in the penal sum of _____

_____ Dollars ($_____) for the payment of which we hereby jointly and severally bind ourselves, successors and assigns. Signed this the _____ day of _____, 2025.

The Condition of the above obligation is such that whereas the Principal has submitted to the City a certain Proposal, attached hereto and hereby made a part hereof to enter into a Contract in writing, for the:

LANDSCAPE MAINTENANCE OF I-85 INTERCHANGES AT EXITS 50 & 57

THEREFORE,

(a) If said Proposal shall be rejected, or in the alternative,

(b) If said Proposal shall be accepted and the Principal shall execute and deliver the Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall appear in all other respects perform the agreement created by the acceptance of said Proposal,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way impaired or affected by an extension of the time within which the City may accept such Proposal; and said Surety does hereby waive notice of any such extension.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceedings thereon that is instituted later than one year after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Act No. 39, General Laws of Alabama, approved February 8, 1935, entitled "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

Executed in three (3) counterparts

SIGNED, SEALED AND DELIVERED THIS _____ day of _____ 2025.

_____
PRINTED NAME OF CONTRACTOR

WITNESS TO SIGNATURE
OF PRINCIPAL:

_____
PRINTED NAME OF PRINCIPAL

_____ BY_____

_____
TITLE

WITNESS TO SIGNATURE
OF SURETY:

_____
SURETY

_____ BY_____

_____
TITLE

Countersigned:

_____
Resident Agent

_____
Address

_____
Telephone Number

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

CONTRACT

THIS AGREEMENT made and entered into by and between Evergreen Landscaping hereinafter called the CONTRACTOR and the City of Auburn, Alabama,

WITNESSETH:

That the CONTRACTOR for the consideration fully set out hereby agrees with the CITY as follows:

That the CONTRACTOR shall furnish all labor, materials and/or equipment and perform all of the work in the manner and form as provided by the following: Advertisement for Bids, Instructions to Bidders, the Proposal, General Conditions, Special Conditions, Specifications, Performance Bond, Drawings, Labor and Material Payment Bond, Schedule of Estimated Quantities and Bid Prices, and Addenda, which are attached hereto and made a part hereof, as if fully contained herein:

LANDSCAPE MAINTENANCE OF I-85 INTERCHANGES AT EXIT 50 & 57

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.

Any subcontractor who works on this project or service must be enrolled in E-Verify. By signing this contract, you are acknowledging your understanding of the requirement and have a system for assuring compliance.

By signing this agreement, the CONTRACTOR hereby attests that it is currently in compliance with Alabama Legislative Act 2016-312 (the "Act"). The CONTRACTOR hereby agrees to maintain compliance with the Act during the term of this Agreement. The CONTRACTOR understands and agrees that should it violate the Act during the term of this agreement, such violation will be an Event of Default, giving the City the right to immediately terminate this Agreement and to seek damages, including, but not limited to, consequential, special, indirect damages and liquidated damages.

ARTICLE 1 - ENGAGEMENT AND SCOPE

1.1 The City hereby engages the CONTRACTOR to provide landscape maintenance services in accordance with the Contract Documents (defined in Section 4.1 hereof), including the CONTRACTOR's "Proposal", which is attached hereto and made a part hereof, with respect to landscape maintenance services for the project named above, and the tasks described in Section 1.2 hereof (the "Work"), and the CONTRACTOR hereby accepts such engagement, upon the terms and conditions hereinafter set forth.

the CONTRACTOR shall prepare and submit to the City within five (5) calendar days of the occurrence a written report of its assessment of the occurrence and any proposed amendment to the Term. The CONTRACTOR shall proceed with due diligence to alleviate any such delay and shall continue in the performance of its obligations hereunder. The City may determine, in its sole discretion, after the receipt of such notice of delay from the CONTRACTOR, whether to terminate this Agreement in accordance with Article 9 hereof or extend the Term by Change Order for such time as the City may determine.

ARTICLE 3 - COMPENSATION AND METHOD OF PAYMENT

3.1 The City shall pay the CONTRACTOR a fee for completion of the work determined in accordance with the Cost Proposal. The fee payable to the CONTRACTOR hereunder shall not exceed the "Contract Price" of **VALUE IN WRITTEN WORD ($XX.XX)** unless the CONTRACTOR has requested, and the City has authorized in writing, an increased amount. Should the CONTRACTOR anticipate exceeding the Contract Price, the CONTRACTOR shall notify the City in writing and request a Change Order stating in detail the reasons why the Contract Price will be exceeded and the CONTRACTOR's best estimate of the number of hours and additional expenses the CONTRACTOR will require to complete the work. If a request to increase the Contract Price is made but not accepted, the CONTRACTOR shall still be obligated to continue providing services until the work is completed. If the City and the CONTRACTOR agree upon a modification to the Contract Price, a Change Order shall be issued with respect thereto.

3.2 The CONTRACTOR shall submit an invoice to the City for the work performed upon completion of the project task. Each such invoice shall also contain the CONTRACTOR's certification that the task or portion of the work described in the invoice has been completed in accordance with the Contract Documents, that the amount of all items due has been paid, and that the amount of such invoice is due to the CONTRACTOR.

3.3 If, however, the City objects to all or any portion of any invoice, the City shall so notify the CONTRACTOR of the same, stating the reasons for the objection. The City shall be entitled to withhold payment of any amounts in dispute. The parties shall immediately make every effort to settle any disputed portion of the invoice.

ARTICLE 4 - CONTRACT DOCUMENTS

4.1 The Contract Documents consist of this Agreement, CONTRACTOR's proposal, and attached Exhibit(s), all Amendments and all accepted Change Orders. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by anyone shall be deemed to be required by all. In the event of any conflict between the terms of this Agreement and the other Contract Documents, the terms of this Agreement shall control.

ARTICLE 5 - CITY RESPONSIBILITIES

5.1 The City shall direct its officers, agents, other CONTRACTORs and employees to render all reasonable assistance and provide available data to the CONTRACTOR in connection with its performance of the Work under this Agreement. The City agrees to furnish to the CONTRACTOR copies of any previous reports, data and drawings which may be available and are pertinent to the Work. All such data provided shall remain the property of the City and shall be returned to the City promptly.

5.2 The City shall respond to all submitted request for information within two (2) business days.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND RESPONSIBILITIES

6.1 The CONTRACTOR represents and warrants to the City that it has the authority to enter into this Agreement and to perform the Work, and that it is licensed to do business within the City of Auburn and authorized to conduct business in the State of Alabama. The CONTRACTOR further represents and warrants that all Work performed by it hereunder (a) will be in conformance with the terms of the Contract Documents; (b) will be performed in a skillful and workmanlike manner; (c) will be performed by the proper number of experienced, skilled and licensed personnel, qualified by education and experience to perform their assigned tasks; and (d) will conform to the standard of care, skill and diligence exercised by professionals performing the same or similar services.

CONTRACTOR is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation applicable federal, state, and local laws and regulations, and all other contingencies or considerations.

CONTRACTOR's responsibilities under this section shall not be delegated. CONTRACTOR shall be responsible to City for acts, errors, or omissions of the CONTRACTOR's.

CONTRACTOR is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work and shall prepare plans, reports, and/or other work products in such a way that additional costs will not be incurred beyond a project budget approved or amended by the City Manager or his or her designee.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the CONTRACTOR is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and shall not relieve the CONTRACTOR of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful

misconduct of CONTRACTOR.

6.2 The CONTRACTOR shall at all times enforce strict discipline and good order among its employees and shall not employ for the work (a) any person, CONTRACTOR or corporation not skilled and licensed, if required, in the task assigned to him, or (b) anyone who might endanger himself, others or the project. The CONTRACTOR shall be responsible to the City for the acts and omissions of its employees, agents, and other persons performing any of the Work for the CONTRACTOR. The City reserves the absolute right to require the immediate removal of any such unskilled, untrained or unfit person, CONTRACTOR or corporation from participation in the Work.

ARTICLE 7 - PROTECTION OF PERSONS AND PROPERTY

7.1 The CONTRACTOR agrees to advise fully all of its employees and others working for the CONTRACTOR concerning environmental, safety and health procedures required by applicable state or federal law, regulation or order or required by the City; and to take the steps necessary to assure that such procedures are complied with.

ARTICLE 8 - INSURANCE AND HOLD HARMLESS AGREEMENT

The CONTRACTOR will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance, and workers' compensation insurance. Limits of liability for automobile liability insurance shall be, at a minimum, $1,000,000.00 combined single limit. Limits of liability for general liability insurance shall be, at a minimum, $1,000,000.00 per occurrence, $1,000,000.00 personal and advertising injury, $1,000,000.00 general aggregate and $1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability and the application of herbicides and pesticides. If the general liability insurance is on a claims made basis, the CONTRACTOR will maintain coverage in force for a period of two (2) years following completion of the work specified in the Agreement at the limits of coverage specified in this paragraph. Workers' compensation insurance shall provide statutory workers' compensation insurance and employers' liability coverage with limits of, at a minimum, $500,000.00 each accident, $500,000.00 disease – each employee and $500,000.00 disease policy limit. If the Contractor is not required to provide workers compensation insurance the Contractor further acknowledges that Contractor is responsible for any similar type of benefits. The CONTRACTOR is responsible for the payment of any deductibles or self-insured retentions. The CONTRACTOR's insurance is primary and non-contributory. If the CONTRACTOR carries higher coverage limits than those specified above, the higher coverage limits will apply.

The certificate of insurance shall provide the City of Auburn, Alabama (City) with thirty (30) days written notice of cancellation of any of the coverage named in said certificate except for nonpayment of premium for which ten (10) days written notice of cancellation will be provided. The certificate of insurance will evidence waivers of subrogation in favor of the City for the coverages listed.

The City will be named as an additional insured under the CONTRACTOR's general liability insurance and automobile liability insurance policies.

The CONTRACTOR shall require certificates of insurance from subcontractors. Subcontractors will carry limits of insurance equal to or greater than those carried by the CONTRACTOR. These certificates shall evidence waivers of subrogation in favor of the CONTRACTOR and the City, and shall be made available to the City upon request.

The CONTRACTOR agrees, to indemnify, defend and hold harmless the City, its officials, representatives, agents, servants, and employees (collectively, City) from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including reasonable attorneys' fees and litigation expenses, to the extent caused by the CONTRACTOR's negligent performance of the work under this Agreement and that of its sub-contractors or anyone for whom the CONTRACTOR is legally liable. This obligation will survive the payment of any losses by the CONTRACTOR's insurance company.

ARTICLE 9 – TERMINATION

9.1 If either party is of the opinion that the other party has breached the terms of Agreement, it may give the other party thirty (30) days written notice of such breach. The other party shall have thirty (30) days to cure such breach and if it fails to do so, and it has in fact breached the Agreement, then the party giving such notice may terminate this Agreement. Upon completion of the Work, as accepted by the City, or upon receipt of the aforesaid notice of termination, CONTRACTOR shall deliver to the City all of the following:

(a) Executed Release of Liens and Claims by stating that all bills have been paid and no claims exist against the City.

(b) Final itemized invoice for payment. The CONTRACTOR shall be paid for services performed that are not in dispute in accordance with the Contract Documents to the date of termination less any setoffs which the City may have.

ARTICLE 10 – MISCELLANEOUS

10.1 CONTRACTOR shall only take instructions from the person or persons who are authorized in writing by the City to give the same.

10.2 The Work shall be performed by CONTRACTOR in such a manner and at such times so as to not interfere or interrupt the City's operations.

10.3 This Agreement does not and shall not be construed to create any partnership or agency whatsoever.

10.4 This Agreement shall be subject to and governed by the laws of the State of Alabama. The

Work and performance of same shall comply with all applicable City, county, state and federal codes, rules, regulations and orders.

10.5 Failure to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provision hereof.

10.6 This Agreement may not be modified except by Change Order or written Amendment executed by the parties hereto.

10.7 The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.

10.8 Legal actions arising from this agreement will be filed in the Circuit Court of Lee County, Alabama, located in Opelika, Alabama or the Federal District Court for the Middle District of Alabama – Eastern Division located in Opelika, Alabama.

10.9 The CONTRACTOR may not assign this agreement without the written permission of the City.

10.10 During the performance of services under this Agreement, CONTRACTOR may gain access to and use City information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the City. CONTRACTOR agrees that it will not use any information obtained as a consequence of the performance of services under this Agreement for any purpose other than fulfillment of CONTRACTOR's scope of work , to protect all City Information and treat it as strictly confidential and proprietary to City, and that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party, other than its own employees, agents who have a need for the City Information for the performance of services under this Agreement, without the prior written consent of City, or as required by law. CONTRACTOR shall treat all records and work product prepared or maintained by CONTRACTOR in the performance of this Agreement as confidential.

A violation by CONTRACTOR of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

CONTRACTOR's obligations under this section shall survive the completion of services, expiration or termination of this Agreement.

(The rest of this page left intentionally blank)

IN WITNESS, THEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three copies each of which shall be deemed an original on the date first above written.

Made and entered into this _____ day of _____ 2025.

_____
WITNESS TO PRINCIPAL'S SIGNATURE

_____
SIGNATURE OF PRINCIPAL

_____
PRINCIPAL

_____
NAME OF CONTRACTOR

_____
CONTRACTOR'S BUSINESS

_____
CITY, STATE

_____
TELEPHONE

(SEAL)

THE CITY OF AUBURN, ALABAMA
A Municipal Corporation

ATTEST:

BY: _____

Lindsay Manley
Assistant City Clerk

BY: _____

Megan McGowen Crouch
ITS CITY MANAGER

LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____, as Principal, and _____as Surety are held and firmly bound unto the City of Auburn, Alabama, hereinafter called the "Obligee" or "City", in the penal sum of _____ _____ Dollars ($_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain contract with said Obligee, dated _____, 2025, hereinafter called the "Contract" for the

LANDSCAPE MAINTENANCE OF I-85 INTERCHANGES AT EXITS 50 & 57

which Contract and the specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal and all Subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Principal and of such Subcontractors shall promptly make payment to all persons supplying him or them with labor, materials, feed-stuffs or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits or said bond, then the above obligation shall be void; otherwise to remain in full force and effect. PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, feed-stuffs or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract is to be performed or in any county in which said Principal or Surety does business. Such right of action shall be asserted in a proceedings instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment entered thereon.

(b) The Principal and Surety hereby designate and appoint _____ as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under Workers' Compensation or Employer's Liability Statute.

Agenda Item Summary

Item No. 8 d 7

Council Meeting Date	October 7, 2025
Department	Parks and Recreation
Submitted By	Alison Hall
Agenda Section	Consent

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

Floyd Service Company, Inc.
600 Lee Road 10
Auburn, AL 36830

Description of item under consideration

Resolution authorizing the City Manager to execute a contract with Floyd Service Company, Inc. of Auburn, Alabama, in the amount of $31,980 for the cost of labor and materials necessary to complete the Musco Sports Lighting System installation on the baseball field at Martin Luther King Park. At the August 5, 2025 meeting, City Council approved Resolution No. 25-156 authorizing the purchase of the Musco Lighting system for this project.

Why is Council action needed?

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

Is this a budgeted item?: Yes

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

THROUGH: Keith Williams, Public Services Executive Director

FROM: Alison S. Hall, Parks and Recreation Director

DATE: September 29, 2025

SUBJECT: 2025 MLK Park Field Lighting Installation

The Auburn Parks and Recreation Department is requesting City Council approval to enter a contract with Floyd Service Company, Inc., for installation of the Musco Sports Lighting System for the baseball field at Martin Luther King Park.

At the August 5, 2025, City Council meeting, Council approved Resolution No. 25-156 authorized the purchase of the Musco Sports Lighting System for this project. Bids for installation were opened on September 18, 2025. Floyd Service Company, Inc. was the lowest bidder that met all bid requirements.

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

Contract Price:
$31,890

In consideration of the bid received, the approved budget, and the necessity of this work, I recommend execution of a contract with Floyd Service Company, Inc. in the amount of $31,890 for these services. I also recommend approval for up to ten percent (10%) of the contract amount ($3,189.00) as contingency to be used for unforeseen conditions.

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 install the Musco Sports Lighting System on the baseball field at Martin Luther King Park; and

WHEREAS, the Parks and Recreation Department of the City of Auburn, Alabama solicited sealed bids as required by Alabama law for the installation of LED lights at the MLK Park baseball field; and

WHEREAS, Floyd Service Company, Inc. submitted the lowest responsive bid in the amount of $31,890.00; and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama, does hereby authorize the City Manager to execute a contract with Floyd Service Company, Inc. for the installation of the LED lights at the baseball field at Martin Luther King Park in the amount of $31,890.00, and further authorizes up to ten percent (10%) of the contract amount ($3,189.00) as contingency for unforeseen conditions.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of October, 2025.

_____
Mayor

ATTEST:

_____
City Manager

City of Auburn
MLK PARK LIGHTING INSTALLATION PROJECT
THURSDAY, SEPTEMBER 18, 2025, 2:00PM CST
Finance Conference Room

Bidder	State License #	Total Base Bid	Bid Bond	Comments/Exceptions/Information Needed
Evergreen Site Works	47909	92,500	✓	
Armstrong Electrical Contractors	52702	162,900	✓	Exception: Rock Removal
Thalamus	60009	78,300	✓	
Complete Construction	39629	127,355	✓	
Inline	55186	214,175.71	✓	
Floyd Service Co.	20578	31,890	✓	

Dawson Neuma
Opened By

Morgan Blackwell
Witnessed By

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

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

Bid Submittal Form

TO: CITY OF AUBURN, ALABAMA

Submitted: September 18, 2025 , (Date)

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

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

Base Bid: Thirty One Thousand , Eight Hundred and Ninety Dollars (in words)

TOTAL LUMP SUM BID PRICE: $ 31,890.00

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

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

BY: [signature]

TITLE: Vice-President

GC LICENSE NUMBER: 20578

ADDRESS: 660 Lee Road 10

CITY Auburn STATE Alabama

TELEPHONE NUMBER 334-826-0198

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Floyd Service Company, Inc. as Principal, and Harco National Insurance Company as Surety, are held and firmly bound to the City of Auburn, Alabama hereinafter called "Obligee" or "City" in the penal sum of five percent (5%) of the principal's bid , but in no event more than Ten-thousand Dollars---------- Dollars ($10,000----------) for the payment of which we hereby jointly and severally bind ourselves, successors and assigns. Signed this the 15th day of September, 2025.

The Condition of the above obligation is such that whereas the Principal has submitted to the City a certain Proposal, attached hereto and hereby made a part hereof to enter into a Contract in writing, for the:

MLK PARK LIGHTING INSTALLATION PROJECT

THEREFORE,

(a) If said Proposal shall be rejected, or in the alternative,

(b) If said Proposal shall be accepted and the Principal shall execute and deliver the Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall appear in all other respects perform the agreement created by the acceptance of said Proposal,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way impaired or affected by an extension of the time within which the City may accept such Proposal; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Floyd Service Company, Inc.
PRINTED NAME OF CONTRACTOR

William A Floyd
PRINTED NAME OF PRINCIPAL

SEAL

BY: _____

ITS: President

Harco National Insurance Company
SURETY

SEAL

BY: _____

ITS: Attorney-in-Fact

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

POWER OF ATTORNEY

Bond # 2025-198

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

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

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

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

Montgomery, AL

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

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

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

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2024

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

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

On this 31st day of December, 2024 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

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

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

CERTIFICATION

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

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, 15th September, 2025

A00749

Irene Martins, Assistant Secretary

Agenda Item Summary

Item No. 8 d 8

Council Meeting Date	October 7, 2025
Department	Parks and Recreation
Submitted By	Alison Hall
Agenda Section	Consent

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

Headley Construction Corporation
44 East Washington Street
Newnan, GA 30263

Description of item under consideration

Resolution authorizing the City Manager to execute a contract with Headley Construction Corporation for the amount of $127,000 to resurface 16 Hydro Clay Tennis Courts at the Yarbrough Tennis Center.

Why is Council action needed?

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

Is this a budgeted item?: Yes

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

THROUGH: Keith Williams, Public Services Executive Director

FROM: Alison S. Hall, Parks and Recreation Director

DATE: September 29, 2025

SUBJECT: Resurfacing of 16 Hydro Clay Courts at Yarbrough Tennis Center

The Parks and Recreation Department is requesting City Council approval to enter a contract with Headley Construction Corporation for the resurfacing of 16 Hydro Clay Courts at the Yarbrough Tennis Center. The resurfacing is required to replenish lost surface material due to wear and weather, maintain a consistent and safe playing surface, restore proper moisture retention and drainage, and ensure optimal performance.

The City of Auburn solicited bids from contractors for the costs of labor, equipment, and materials necessary to resurface 16 Hydro Clay Courts at the Yarbrough Tennis Center. Bids for resurfacing were opened on September 25, 2025. Headley Construction Corporation was the lowest bidder that met all bid requirements.

Contractor:
Headley Construction Corporation
44 East Washington Street
Newnan, GA 30263

Contract Price:
$127,000

In consideration of the bid received, the approved budget, and the necessity of this work, I recommend execution of a contract with Headley Construction Corporation in the amount of $127,000 for these services. I also recommend approval for up to ten percent (10%) of the contract amount ($12,700) as contingency to be used for unforeseen conditions.

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Auburn, Alabama, has determined that it is in the best interest of the City of Auburn to resurface the 16 Hydro Clay Courts at the Yarbrough Tennis Center; and

WHEREAS, the City Council of the City of Auburn has solicited bids for the costs of labor, materials, and equipment necessary to resurface the 16 Hydro Clay Courts at the Yarbrough Tennis Center; and

WHEREAS, Headley Construction Corporation submitted the lowest responsive bid in the amount of $127,000.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama, hereby authorizes the City Manager to execute a contract with Headley Construction Corporation for the resurfacing of 16 Hydro Clay Courts at the Yarbrough Tennis Center at a cost of $127,000, and further authorizes up to ten percent (10%) of the contract amount ($12,700) as contingency for unforeseen conditions.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of October, 2025.

_____
Mayor

ATTEST:

_____
City Manager

City of Auburn
RESURFACING OF YARBROUGH TENNIS COURTS (CLAY COURTS)
THURSDAY, SEPTEMBER 25, 2025, 3:00PM CST
City Meeting Room

Bidder	State License #	Total Base Bid	Bid Bond	Comments/Exceptions/Information Needed
Headley Construction	13231	127,000	✓	see attached
Mor - sports Group	60392	128,184.56	✓	

Dawson Neuman — Opened By

Morgen Blackwell — Witnessed By

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

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

The Bidder proposes and agrees, if this proposal is accepted, to complete as specified resurfacing of the tennis courts at Yarbrough Tennis Center.

Base Bid (for sixteen outdoor courts): _____

One Hundred Twenty Seven Thousand Dollars & 00/100**
_____ (in words)

BASE BID PRICE (for sixteen outdoor courts): $ 127,000.00

EXCEPTIONS: If "none", so state here: See Clarifications Attached

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

BY: _____ V.P.
Christopher Gilliam

TITLE: VP of Preconstruction

ADDRESS: 44 East Washington Street

CITY: Newnan STATE: Georgia

TELEPHONE NUMBER: 770/253-8027

CONTRACTOR QUALIFICATIONS

The contractor shall have minimum of five (5) years' experience in resurfacing hydro-grid clay tennis court surfaces and shall be approved by the manufacturer of the materials to be used.

WEATHER

No aspect of resurfacing will be conducted during rainfall or when rain is imminent. Temperature must be within the manufacturer's limits, which must be submitted with bid.

GENERAL SPECIFICATIONS

1. All work specified will be warranted against defective materials and workmanship for a minimum period of one (1) year. The date of commencement of the warranty period shall be the date of the acceptance.

2. All materials will be F.O.B. AUBURN, ALABAMA.

3. Contractor shall only resurface 1 to 3 courts at a time, leaving all other courts operational. Contractor shall complete the resurfacing of a bank of 3 courts and reopen them before proceeding with the resurfacing of the next bank of courts.

4. Resurfacing of the sixteen outdoor courts must be complete by **November 21, 2025**.

CITY OF AUBURN, ALABAMA

Submitted: (Date) September 25, 2025

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

Resurfacing of Yarbrough Tennis Courts (Clay Courts)

Clarifications

1. Remove existing lines and dispose
2. Remove all dead material and growth from courts and smooth out where old lines existed
3. Scarify and patch courts in preparation for resurfacing
4. Apply a total of 44.8 tons of lee hydro blend material over 16 courts (2.8 tons per court)
5. Water and condition courts until ready for lines
6. Install new pre-punched lee herringbone line tapes with 3" hand driven nails on 16 courts
7. Sand and paint net posts, re-hang nets and clean work site thoroughly

8. Headley Construction will contract and directly supervise **Signature Tennis Courts** for the resurfacing of the 16 clay courts at Yarborough Tennis Center.
9. Headley Construction will use owner's dumpster for disposal of all trash and disposal of existing lines.
10. Headley Construction will require the use of the tennis clubs roller to roll the courts.
11. Headley Construction will require the use of the tennis clubs utility cart to remove the debris and dead material from the courts.
12. All debris and dead material will be disposed of onsite. Headley Construction does not include removal of any debris or dead material offsite.
13. Inclement weather can and will affect the completion of this project.

Agenda Item Summary

Item No. 8 d 9

Council Meeting Date	October 7, 2025
Department	Parks and Recreation
Submitted By	Alison Hall
Agenda Section	Consent

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

Headley Construction Corporation
44 East Washington Street
Newnan, GA 30263

Description of item under consideration

Resolution authorizing the City Manager to execute a contract with Headley Construction Corporation for the amount of $98,000 to resurface 12 Outdoor Hard Tennis Courts at Yarbrough Tennis Center.

Why is Council action needed?

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

Is this a budgeted item?: Yes

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

THROUGH: Keith Williams, Public Services Executive Director

FROM: Alison S. Hall, Parks and Recreation Director

DATE: September 29, 2025

SUBJECT: Resurfacing of 12 Outdoor Hard Courts at Yarbrough Tennis Center

The Parks and Recreation Department is requesting City Council approval to enter a contract with Headley Construction Corporation for the resurfacing of 12 Outdoor Hard Courts at the Yarbrough Tennis Center. The resurfacing is required to address surface wear from weather and play, preventing issues like cracks, unevenness, and fading lines that can lead to injuries and unpredictable ball bounce. The resurfacing also restores the proper traction for players, preserves the court's base structure, and improves its overall safety, performance, and aesthetic appeal.

The City of Auburn solicited bids from contractors for the costs of labor, equipment, and materials necessary to resurface 12 Outdoor Hard Courts at Yarbrough Tennis Center. Bids for resurfacing were opened on September 25, 2025. Headley Construction Corporation was the lowest bidder that met all bid requirements.

Contractor:
Headley Construction Corporation
44 East Washington Street
Newnan, GA 30263

Contract Price:
$98,000

In consideration of the bid received, the approved budget, and the necessity of this work, I recommend execution of a contract with Headley Construction Corporation in the amount of $98,000 for these services. I also recommend approval for up to ten percent (10%) of the contract amount ($9,800) as contingency to be used for unforeseen conditions.

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Auburn, Alabama, has determined that it is in the best interest of the City of Auburn to resurface the 12 Hard courts at the Yarbrough Tennis Center; and

WHEREAS, the City Council of the City of Auburn has solicited bids for the costs of labor, materials, and equipment necessary to resurface 12 Hard Courts at the Yarbrough Tennis Center; and

WHEREAS, Headley Construction Corporation submitted the lowest responsive bid in the amount of $98,000.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama, hereby authorizes the City Manager to execute a contract with Headley Construction Corporation for resurfacing of 12 Hard Courts at the Yarbrough Tennis Center at a cost of $98,000, and further authorizes up to ten percent (10%) of the contract amount ($9,800) as contingency for unforeseen conditions.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of October, 2025.

_____
Mayor

ATTEST:

_____
City Manager

City of Auburn
RESURFACING OF YARBROUGH TENNIS CENTER (HARD COURTS)
THURSDAY, SEPTEMBER 25, 2025, 3:00PM CST
City Meeting Room

Bidder	State License #	Total Base Bid	Addendum	Bid Bond	Comments/Exceptions/Information Needed
Headley General contractor	13231	98,000	✓	✓	attached clarifications
MOR-Sports Group	60392	152,150.40	X	✓	

Dawson Newman
Opened By

Morgeno Blanchard
Witnessed By

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

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

Resurfacing of Yarbrough Tennis Courts (Hard Courts) Bid Submission

CITY OF AUBURN, ALABAMA

Submitted: (Date) September 25, 2025

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

The Bidder proposes and agrees, if this proposal is accepted, to complete as specified resurfacing of the tennis courts at Yarbrough Tennis Center.

Base Bid (for twelve outdoor courts and AU Logos on all 12 courts):

Ninety Eight Thousand Dollars & 00/100***

_____ (in words)

BASE BID PRICE (for twelve outdoor courts and AU logos on all 12 courts):

$ 98,000.00

EXCEPTIONS: If "none", so state here: See Clarifications Attached

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

BY: _____ V.P.

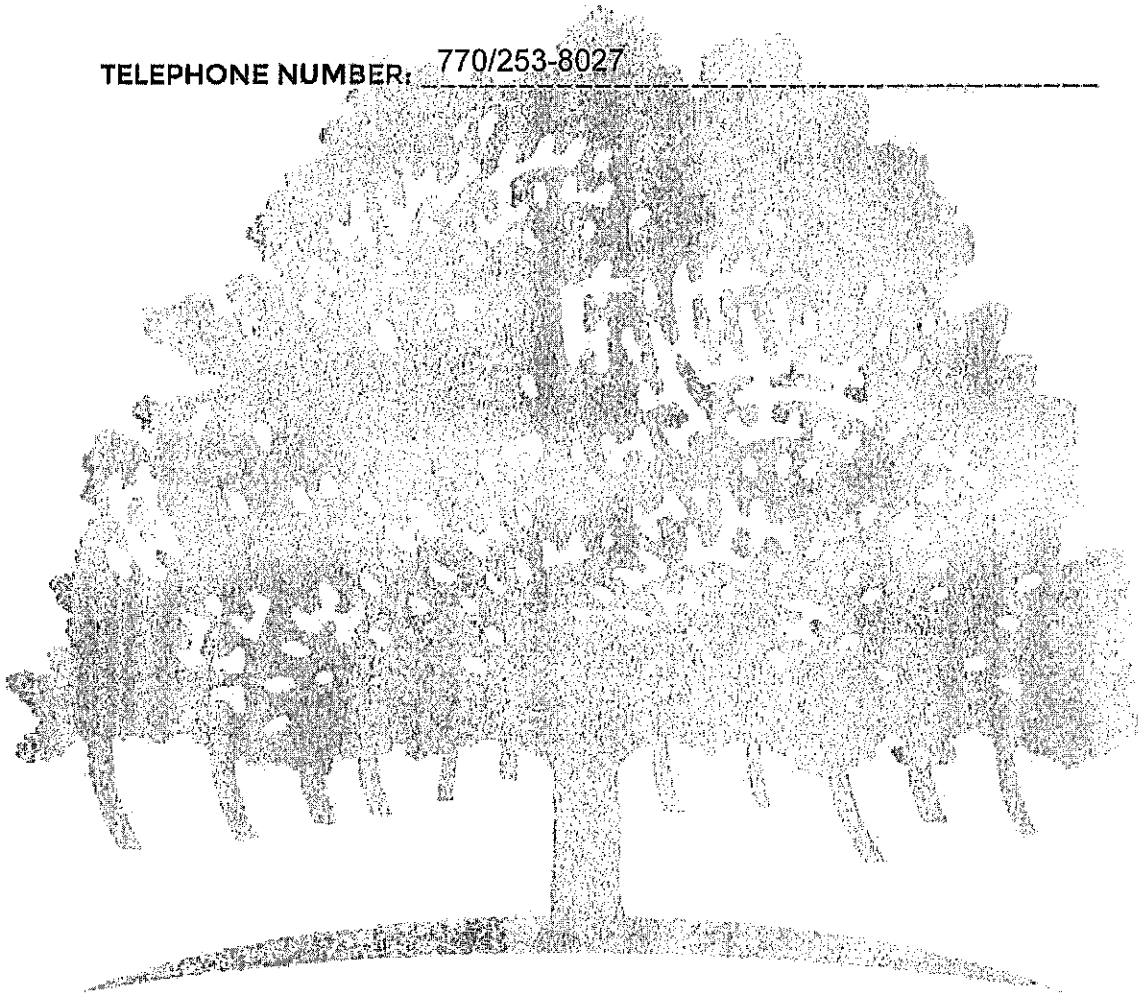
Christopher Gilliam

TITLE: VP of Preconstruction

ADDRESS: 44 East Washington Street

CITY: Newnan **STATE:** Georgia

TELEPHONE NUMBER: 770/253-8027



Resurfacing of Yarbrough Tennis Courts (Hard Courts)

Clarifications

1. Clean courts as necessary
2. Fill all structural cracks with e330 crack filler and install 7 layered rite way crack repair system over all structural cracks (1/16" or larger). The rite way product will not bubble, has no hollow sound and incorporates a micro sealant moisture barrier over the cracks.
3. Fill all low-lying areas and paving joints with acrylic patch binder
   Note: these areas will improve but will not be perfect
4. Apply 3 coats of acrytech full acrylic playing surface
   (colors will remain the same as existing)
5. Stripe 12 regulation tennis courts with one coat of primer and two coats of texturized white line paint
6. Sand and paint net posts, re-hang nets and clean work site thoroughly

7. Headley Construction will contract and directly supervise **Signature Tennis Courts** for the resurfacing of the 12 tennis courts at Yarborough Tennis Center.
8. A 5 year warranty is included on all existing structural cracks covered with rite way. If any areas fail, the cracks will be re-done and area will be re-color coated. This warranty does not include any new cracks that may develop in the future.
9. If there are any hollow sounding areas in the courts, this may indicate old fabric system that may need removed. If you would like the hollow areas removed and replaced with rite way, please add $22 per linear foot.
10. Owner must provide water and electricity within close proximity of courts.
11. Headley Construction will use owner's dumpster for disposal of all trash.
12. Inclement weather can and will affect the completion of this project.

Agenda Item Summary

Item No. 8 d 10

Council Meeting Date	October 7, 2025
Department	Public Works
Submitted By	Dan Ballard
Agenda Section	Consent

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

Hise Contracting Solutions
1033 Walker Gray Court
Opelika, AL 36801

Description of item under consideration

Resolution authorizing the City Manager to execute a contract with Hise Contracting Solutions in the amount of $113,942.68 to extend a storm pipe within an existing drainage and utility easement at 358 Estate Avenue in order to prevent further erosion and possible damage to the nearby residential structure.

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: September 25, 2025

SUBJECT: Storm Sewer Extension – 358 Estate Avenue

The Public Works Department was notified on March 19, 2025, about a storm sewer issue at 358 Estate Avenue, where a 36" concrete storm pipe within the right-of-way discharges into a City drainage and utility easement. Upon investigation, it was determined that significant erosion of the stream channel within the easement has created an 8-foot vertical embankment in close proximity to the home. Due to concerns about further lateral migration of the stream channel toward the residential structure located at 358 Estate Avenue as well as extremely limited options for stabilization of the existing open channel, Public Works engaged with Foresite Group, LLC to perform a hydraulic and hydrologic assessment of the site. Upon completion of the assessment, it was agreed that the safest and most economical long-term solution was to upsize the storm pipe to a 42" pipe to meet capacity needs and extend the storm pipe within the easement to a location downstream of the footprint of the home (a distance of approximately 175 feet). Foresite Group was subsequently asked to develop the construction drawings necessary for this project and to assist in obtaining the requisite United States Army Corp of Engineers Permit.

The City of Auburn solicited bids from local contractors for the costs of all labor, equipment, and materials necessary to extend the storm pipe at 358 Estate Avenue in accordance with the plans and specifications provided by Foresite Group, LLC, and the following responsible and responsive bids were received on September 25, 2025:

Contractor:	**Base Bid Price:**
Beasley Construction Services, Inc.	$233,568.00
Crawford Grading & Pipeline, Inc.	$177,656.00
JLD Enterprises, LLC	$149,940.16
Hudmon Construction Company, Inc.	$147,080.00
Hise Contracting Solutions	$113,942.68*

*Hise Contracting Solutions submitted a valid bid (attached) that contained unit price summation errors. It has been corrected to reflect the accurate total bid.

I recommend execution of a Construction Contract with Hise Contracting Solutions in the amount of $113,942.68 for this project. Furthermore, I recommend authorizing an additional ten (10) percent of the contract amount ($11,394.27) as contingency for unforeseen conditions.

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 maintain a safe, functional, and durable municipal separate storm sewer system for the purpose of managing stormwater runoff; and

WHEREAS, plans and specifications for a proposed storm sewer extension at 358 Estate Avenue for the purpose of repairing erosion were developed by Foresite Group, LLC, in coordination with the Public Works Department; and

WHEREAS, the Public Works Department of the City of Auburn has solicited sealed bids, as required under Alabama law, for the costs of all labor, materials, and equipment necessary to extend the existing 36" storm sewer pipe with approximately 175 feet of 42" storm sewer pipe at 358 Estate Avenue; and

WHEREAS, Hise Contracting Solutions submitted the lowest responsive bid in the amount of $113,942.68.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama does hereby authorize the City Manager to execute a construction contract with Hise Contracting Solutions to extend a 36" storm sewer pipe with approximately 175 feet of 42" storm sewer pipe at 358 Estate Avenue at a not-to-exceed cost of $113,942.68, and further authorizes up to ten percent (10%) of the contract amount ($11,394.27) as a contingency to be used for unforeseen conditions.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of October 2025.

_____
Mayor

ATTEST:

_____
City Manager

AUBURN

STORM SEWER EXTENSION – 358 ESTATE AVENUE

Addendum No. 1

September 23, 2025

The following, as clarifications, corrections, or changes to the Contract Documents, will be included into any agreement for the following project:

Storm Sewer Extension – 358 Estate Avenue

and must be taken into account in preparing and submitting a Bid for the work. No other provisions or conditions are waived or changed hereby.

Acknowledgement of receipt of this addendum is required to be included within the prospective Bidder's sealed bid submitted by 9:00 AM, local time, on Thursday, September 25, 2025.

General Comments:

1. A revised Base Bid Sheet has been attached to this Addendum and shall be used by the Bidder. The Base Bid Sheet in the contract documents shall be disregarded by the Bidder.

I acknowledge receipt of Addendum No. 1 to Storm Sewer Extension – 358 Estate Avenue

Scott Hise (Hise Contracting Solutions)

(Name)

9-24-25

(Date)

Storm Sewer Extension - 358 Estate Avenue

BASE BID
SCHEDULE OF ESTIMATED QUANTITIES AND BID PRICES

ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
1	Mobilization	Lump Sum	5,000	1	5,000.00
2	Clearing and Grubbing (Approx. 0.10 AC)	Lump Sum	3,500	1	3,500.00
3	Borrow Excavation (Approx. 400 CY)	Lump Sum	14,500	1	14,500.00
4	Riprap, Class 2 with Filter Fabric	Tons	156.54	42	~~6,575.00~~ 6,574.68
5	42" HDPE Pipe	Linear Feet	326.00	168	~~54,780.00~~ 54,768
6	Junction Box	Each	5,500.00	1	5,500.00
7	Junction Box with Area Inlet	Each	7,000.00	1	7,000.00
8	42" RCP Winged Headwall	Each	3,000.00	1	3,000.00
9	Removing Existing 36" RCP Winged Headwall	Each	2,850.00	1	2,850.00
10	Solid Sodding (Bermuda)	Square Yard	15.00	560	8,400.00
11	Temporary Seeding and Mulching	Lump Sum	2,850.00	1	2,850.00

Total Base Bid: ~~$113,955.00~~ $113,942.68 (RW)

TOTAL BASE BID FOR Storm Sewer Extension - 358 Estate Avenue:
One Hundred Thirteen Thousand Nine Hundred fifty Five

(IN WORDS)

CONTRACTOR NAME: Scott Hise

COMPANY NAME: Hise Contracting Solutions

ADDRESS: 1033 Walker Gray Ct

MAILING ADDRESS: 1033 Walker Gray Ct

CITY/STATE/ZIP CODE: Opelika, AL 36801

TELEPHONE NUMBER: 334-744-7763

FAX NUMBER: N/A

EMAIL ADDRESS: Scotthise@gmail.com

Agenda Item Summary

Item No. 8 d 11

Council Meeting Date	October 7, 2025
Department	Human Resources
Submitted By	Elinda Dannar
Agenda Section	Consent

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

Kronos SaaShr, Inc., A UKG Company
3040 Route 22 West, Suite 200
Branchburg, NJ 08876

Description of item under consideration

Resolution authorizing the City Manager to execute a contract with Kronos SaaShr, Inc., A UKG Company, for the purchase of 33 timeclocks for the City's time and attendance software, with a quoted price $188,595, which includes $5,382 for each clock and one-year support for $10,989.

Why is Council action needed?

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

Is this a budgeted item?: Yes

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

FROM: Elinda Dannar, Human Resources Director

DATE: September 17, 2025

SUBJECT: Purchase of UKG timeclocks

In October of 2024, with the City Council's approval, we found it to be in the best interest of the City to migrate from Kronos to the company's new platform, UKG, which was required by all customers. Our current timeclocks will no longer be supported on the new platform in 2026. The cost associated with the replacement clocks was included in the initial determination when comparing products. Our automated time and attendance system is crucial in streamlining and enhancing the capturing of hours worked, leave taken, and overtime accrual to ensure compliance with state and federal regulations.

We have 33 clocks that need to be replaced. The quoted amount of $188,595 includes 33 clocks at $5,382 each and a one-year support fee of $10,989. I also recommend approval for up to 10 percent of the total amount ($18,859.50) as contingency to be used for unforeseen conditions.

These timeclocks are instrumental in our ability to stay compliant and track hours worked for our expanding workforce. I am recommending we purchase the new timeclocks to ensure the smooth transition in our migration project and keep all timekeeping live and tracked.

RESOLUTION NO. _____

WHEREAS the City Council of the City of Auburn, Alabama, recognizes it is in the best interest of the City of Auburn to purchase UKG timeclocks for our time and attendance software and support service; and

WHEREAS our current clocks will not be supported past 2026 with our migration to the UKG platform which was selected by the City in 2024 to ensure proper tracking of work time of employees to stay compliant with applicable laws and regulation; and

WHEREAS, OMNIA Partners Purchasing Cooperative #24-6833 has established the price of $5,382 per unit with a twelve-month support service cost of $10,989, for a total combined cost of $188,595 for 33 new timeclocks and support.

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 Kronos SaaShr, Inc., a UKG Company, for the purchase of 33 timeclocks and support for a total cost of $188,595 and further authorizes an additional 10 percent of the contract amount ($18,859.50) as contingency for unforeseen conditions.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this 7th day of October 2025.

_____
Mayor

ATTEST:

_____
City Manager

ORDER FORM

Quote#: Q-366219
Expires: 11 Oct, 2025
Sales Executive: Nikki Haselden
Effective Date: Effective as of the date of last signature of this Order

Order Type: Quote
Date: 11 Sep, 2025

Customer Legal Name:
CITY OF AUBURN

Customer Legal Address:
144 TICHENOR AVE, AUBURN, AL 36830 USA

Bill To: CITY OF AUBURN
144 TICHENOR AVE
AUBURN, AL 36830 USA

Ship To: CITY OF AUBURN
144 TICHENOR AVE
AUBURN, AL 36830 USA

Bill To Contact:

Ship To Contact: Michelle Lee Wall

Ship to Phone: (334) 501-7244
Ship to Mobile:
Contact: Michelle Wall
Email: mwall@auburnal.gov

Currency: USD
Customer PO Number:
Solution ID: 6096571
Term: Co-Term
Uplift Percent: 8 %

Shipping Terms: Shipping Point
Ship Method: FedEx Ground
Freight Term: Prepay & Add
Renewal Term: 12 months
Payment Terms: Net 30 Days

Billing Start Date: Upon Signature of Order Form

Equipment Purchase

Billing Frequency: Invoiced Upon signature of the Order form

Item	Quantity	Unit Price	Total Price
UKG INTOUCH DX G2,B/C	33	USD 4,045.50	USD 133,501.50
TOUCH ID PLUS OPTION FOR INTOUCH DX/DX G2	33	USD 1,336.50	USD 44,104.50
Total Price			**USD 177,606.00**

Hardware Support

Billing Frequency: Invoiced Upon signature of the Order form

Item	Duration(Months)	Total Price
Depot Repair Support Service	12	USD 10,989.00
Total Price		**USD 10,989.00**

Accessories

Billing Frequency: Invoiced Upon the Signature of the order form

Item	Quantity	Unit Price	Total Price
NORTH AMERICA POWER ADAPTER FOR EXTERNAL OUTLET, INTOUCH DX/DX G2	33	USD 0.00	USD 0.00
Total Price			**USD 0.00**

Quote Summary

Item	Total Price
Total Equipment Purchase and Accessories Fee	USD 177,606.00

Item	Total Price
Total Support Fee	USD 10,989.00

Order Notes:

This Order is subject to the Master Agreement No 24-6833 entered into between Cobb County Board of Commissioner ("Lead Agency") and UKG Kronos Systems, LLC ("UKG") effective as of July 14th, 2025 (the " Omnia Master Agreement No. 24-6833 ") and used by Customer as an Omnia Participating Public Agency.

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

CITY OF AUBURN		**Kronos SaaShr, Inc.**	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term. If you are tax exempt, please email a copy of your "Tax Exempt Certificate" to TaxExemption@ukg.com along with the quote number otherwise this order is subject to applicable taxes. The actual tax amount to be paid by Customer will be shown on Customer's invoice.

Agenda Item Summary

Item No. 8 d 12

Council Meeting Date	October 7, 2025
Department	Parks and Recreation
Submitted By	Alison Hall
Agenda Section	Consent

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

McSweeney Auto
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) 2026 Chevrolet Colorado Crew Cab 4x2 Pickup Truck from McSweeney Auto for a total cost of $30,471.24. This vehicle will be sourced via State Contract T191, Contract number MA240000004917. This is a replacement for vehicle 1914.

Why is Council action needed?

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

Is this a budgeted item?: Yes

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

THROUGH: Keith Williams, Public Services Executive Director

FROM: Alison S. Hall, Parks and Recreation Director

DATE: September 29, 2025

SUBJECT: Purchase of 2026 Chevrolet Colorado Crew Cab 4x2 Pickup Truck

The Parks and Recreation Department is requesting approval to purchase one (1) 2026 Chevrolet Colorado Crew Cab 4x2 Pickup Truck to replace vehicle 1914 which is a 2009 Ford Escape.

Vehicle 1914 was originally purchased on July 25, 2008. The repairs over the life of the vehicle are $9,028, including repair costs of $2,019 over the last two years and the mileage is 57,922. Further, in recent years Vehicle 1914 has experienced repeated electrical failures that have both stranded drivers and resulted in extended periods of being placed out of operation.

This purchase is made available through the State of Alabama – State Contract T191, Contract Number MA240000004917. I recommend purchasing the 2026 Chevrolet Colorado Crew Cab 4x2 Pickup Truck from McSweeney Auto of Clanton, Alabama in the amount of $30,471.24. I also recommend approval for up to ten percent (10%) of the contract amount ($3,047.12) as contingency to be used for unforeseen conditions.

Contractor:
McSweeney Auto
86 Peach Tower Road
Clanton, AL 35045

Contract Price:
$30,471.24

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 Chevrolet Colorado Crew Cab 4x2 Pickup Truck to be used by the Parks and Recreation Department's Programs Division; and

WHEREAS, State Contract T191, Contract Number MA220000004917 establishes the price of the 2026 Chevrolet Colorado Crew Cab 4x2 Pickup Truck at $30,471.24.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama, hereby authorizes the City Manager to execute a contract with McSweeney Auto of Clanton, Alabama to purchase one (1) 2026 Chevrolet Colorado Crew Cab 4x2 Pickup Truck in the amount of $30,471.24 and further authorizes up to ten percent (10%) of the contract amount ($3,047.12) as contingency to be used for unforeseen conditions.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of October 2025.

_____
Mayor

ATTEST:

_____
City Manager

McSweeney Auto
Dustin Manning | 256-605-4967 | dmanning@mcsweeneyauto.com

City of Auburn

Prepared For: Emily Bryant

334-501-3096

ebryant@auburnalabama.org

Vehicle: [Fleet] 2026 Chevrolet Colorado (14C43) 2WD Crew Cab WT

Selected Model and Options

MODEL

CODE	MODEL	Invoice
14C43	2026 Chevrolet Colorado 2WD Crew Cab WT	

COLORS

CODE	DESCRIPTION
GAZ	Summit White

OPTIONS

CODE	DESCRIPTION	Invoice
2WT	Work Truck Preferred Equipment Group includes standard equipment	$0.00
A50	Seats, front bucket (STD)	$0.00
FE9	Emissions, Federal requirements	$0.00
GAZ	Summit White	$0.00
GU6	Rear axle, 3.42 ratio	$0.00
H1T	Jet Black, Cloth seat trim	$0.00
L3B	Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD)	$0.00
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

McSweeney Auto

Dustin Manning | 256-605-4967 | dmanning@mcsweeneyauto.com

Vehicle: [Fleet] 2026 Chevrolet Colorado (14C43) 2WD Crew Cab WT (Complete)

OPTIONS

CODE	DESCRIPTION	Invoice
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
	Options Total	**$0.00**

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Data Version: 26544. Data Updated: Sep 22, 2025 6:45:00 PM PDT.

McSweeney Auto
Dustin Manning | 256-605-4967 | dmanning@mcsweeneyauto.com

Vehicle: [Fleet] 2026 Chevrolet Colorado (14C43) 2WD Crew Cab WT (Complete)

Price Summary

PRICE SUMMARY

MCSWEENEY

CHEVROLET GMC WE ARE PROFESSIONAL GRADE

VIN #:		**Bill To:**	City of Auburn
Year:	2026	**Trim Level:**	WT
Description:	Chevrolet Colorado Crew Cab 2WD	**Bid:**	MA240000004917

2026 Chevrolet Colorado Crew Cab 2WD

Description		Invoice
Base Price (AL State Bid)	**$**	**30,471.24**
Package Upgrade	$	-
Diesel Engine Upgrade	$	-
Factory Options	$	-
Subtotal	$	30,471.24
Upfit	$	-
Title	$	-
Delivery ($2/mile)	$	-
Total Sales Price	**$**	**30,471.24**

86 Peach Tower Rd, Clanton AL 35045 1-205-287-2464

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McSweeney Auto
Dustin Manning | 256-605-4967 | dmanning@mcsweeneyauto.com

Vehicle: [Fleet] 2026 Chevrolet Colorado (14C43) 2WD 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 (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (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
	Rear 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
	Frame, fully-boxed
	GVWR, 6049 lbs. (2744 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
	Wheel, spare, 17 x 8" (43.2 cm x 20.3 cm) steel

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McSweeney Auto

Dustin Manning | 256-605-4967 | dmanning@mcsweeneyauto.com

Vehicle: [Fleet] 2026 Chevrolet Colorado (14C43) 2WD Crew Cab WT (Complete)

Exterior	
	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. Some features require GM connected vehicle services.)
	Wireless phone projection, for Apple CarPlay and Android Auto
	Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Interior	
	Seats, front bucket (STD)
	Seat trim, Cloth
	Seat adjuster, driver 6-way manual

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McSweeney Auto
Dustin Manning | 256-605-4967 | dmanning@mcsweeneyauto.com

Vehicle: [Fleet] 2026 Chevrolet Colorado (14C43) 2WD Crew Cab WT (Complete)

Interior	
	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
	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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McSweeney Auto

Dustin Manning | 256-605-4967 | dmanning@mcsweeneyauto.com

Vehicle: [Fleet] 2026 Chevrolet Colorado (14C43) 2WD Crew Cab WT (Complete)

Interior	
	OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, 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. See onstar.com for details and limitations.)
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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Data Version: 26544. Data Updated: Sep 22, 2025 6:45:00 PM PDT.

McSweeney Auto

Dustin Manning | 256-605-4967 | dmanning@mcsweeneyauto.com

Vehicle: [Fleet] 2026 Chevrolet Colorado (14C43) 2WD 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 2026 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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Data Version: 26544. Data Updated: Sep 22, 2025 6:45:00 PM PDT.


1914
AUBURN
ALABAMA

Agenda Item Summary

Item No. 8 d 13

Council Meeting Date	October 7, 2025
Department	Public Safety
Submitted By	Will Mathews
Agenda Section	Consent

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

North America Fire Equipment Company (NAFECO)
2601 Beltline Road
Decatur, AL 35602-2928

Description of item under consideration

Resolution authorizing the City Manager to execute a contract with North America Fire Equipment Company (NAFECO) for the purchase of one (1) Paratech Rescue Kit for the Fire Department. The total purchase price for the equipment is $57,549.

Why is Council action needed?

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

Is this a budgeted item?: Yes

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

FROM: Will Mathews, Public Safety Executive Director

DATE: September 29, 2025

SUBJECT: Purchase of Paratech Rescue Kit

The Fire Department is requesting to purchase one (1) Paratech Rescue Kit. The equipment in this kit will enhance the department's technical rescue capabilities, particularly in the stabilization of vehicles during motor vehicle accidents and complex extrication incidents.

This kit will be purchased from North America Fire Equipment Company (NAFECO) at a total price of $57,549. This pricing is based on the National Purchasing Partners (NPPGov) PS20045/1910 purchasing cooperative contract. This purchase is budgeted for FY26.

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) Paratech Rescue Kit to be used by the Fire Department; and

WHEREAS National Purchasing Partners (NPPGov) PS20045/1910 purchasing cooperative contract establishes the price of this equipment at $57,549 through North America Fire Equipment Company (NAFECO).

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama, authorizes the City Manager to execute a contract with NAFECO to purchase one (1) Paratech Rescue Kit at a total price of $57,549.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of October 2025.

_____
Mayor

ATTEST:

_____
City Manager

NAFECO
Mailing: P.O. Box 2928
Physical: 2601 Beltline Road
Decatur, AL 35602-2928
(800) 628-6233
info@nafeco.com

Quotation

Q0325092419173

Date: 2025-09-24
Expires: 2025-10-24
FOB: Origin

Customer Number: AUB050
Customer Information: CITY OF AUBURN
Address: 359 MAGNOLIA AVENUE
CHIEF CAIN 334-849-7098
TAG: PO-
AUBURN, AL 36830

Attention: EDWARD RAY
Phone: 3345013162
Email: eray@auburnalabama.org
Prepared By: John Wilson

Qty	Item #	Description	Each	Total
1	/22-88HVEKCK-	22-88HVEKCK-	$56,899.00	$56,899.00
			Subtotal	**$56,899.00**
			Freight	**$650.00**
			Total	**$57,549.00**

Notes: NPPGov PS20045/1910

tax to be determined

Thank you for your business!

NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: nafeco.com

Agenda Item Summary

Item No. 8 d 14

Council Meeting Date	October 7, 2025
Department	Parks and Recreation
Submitted By	Alison Hall
Agenda Section	Consent

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

Stivers Ford Lincoln
4000 Eastern Blvd.
Montgomery, AL 36116

Description of item under consideration

Resolution authorizing the City Manager to execute a contract to purchase one (1) 2025 Ford F-150 Supercrew 4x2 pickup truck from Stivers Ford Lincoln for a total cost of $39,912. This vehicle will be sourced via State Contract T191, Contract number MA220000003128-14. This is a replacement for vehicle 1903.

Why is Council action needed?

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

Is this a budgeted item?: Yes

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

THROUGH: Keith Williams, Public Services Executive Director

FROM: Alison S. Hall, Parks and Recreation Director

DATE: September 29, 2025

SUBJECT: Purchase of 2025 Ford F-150 Supercrew 4x2 Pickup Truck

The Parks and Recreation Department is requesting approval to purchase one (1) 2025 Ford F-150 Supercrew 4x2 Pickup Truck to replace vehicle 1903 which is a 2007 Chevrolet Colorado Pickup Truck.

Vehicle 1903 was originally purchased on September 27, 2006. The repairs over the life of the vehicle are $10,420, including repair costs of $1,280 over the last two years, and the mileage is 86,489. Additionally, vehicle 1903 has body deterioration and a persistent water leak in the cabin.

This purchase is made available through the State of Alabama – State Contract T191, Contract Number MA220000003128-14. I recommend purchasing the 2025 Ford F-150 Supercrew 4x2 Pickup Truck from Stivers Ford Lincoln of Montgomery, Alabama in the amount of $39,912. I also recommend approval for up to ten percent (10%) of the contract amount ($3,991.20) as contingency to be used for unforeseen conditions. The truck is in stock at the dealership and ready for delivery.

Contractor:
Stivers Ford Lincoln
4000 Eastern Blvd.
Montgomery, AL 36116

Contract Price:
$39,912

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) 2025 Ford F-150 Supercrew 4x2 Pickup Truck to be used by the Parks and Recreation Department's Parks and Facilities Division; and

WHEREAS, State Contract T191, Contract Number MA220000003128-14 establishes the price of the 2025 Ford F-150 Supercrew 4x2 Pickup Truck at $39,912.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama, hereby authorizes the City Manager to execute a contract with Stivers Ford Lincoln of Montgomery, Alabama to purchase one (1) 2025 Ford F-150 Supercrew 4x2 Pickup Truck in the amount of $39,912, and further authorizes up to ten percent (10%) of the contract amount ($3,991.20) as contingency to be used for unforeseen conditions.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of October 2025.

_____
Mayor

ATTEST:

_____
City Manager

Government Department
334-613-5000

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

9/23/2024
Version 25.0

2025 FORD F150 SUPERCREW 4x2 PICKUP -- STATE CONTRACT T191 G474

CONTRACT NUMBER: MA220000003128-14 **CONTRACT AMOUNT: $38,467**

INCLUDES: 2.7L EcoBoost V6 Engine, 10-Spd Auto, 4x2, 145" Wheelbase, 5.5' Bed, Class IV Trailer Hitch w/ 4/7 Pin Connector, Power Windows, Power Door Locks w/ Integrated Key Transmitter Keyless Entry, Power Tailgate Lock, Cruise Control, Black Vinyl Flooring, 17" Silver Steel Wheels, Ford Co-Pilot 360 2.0, 36 Gallon Fuel Tank

EQUIPMENT GROUP OPTIONS

W1K	101A XL Equipment Group (Base Equipment Group on Contract)	$ 38,467	X
AS	Seats Vinyl 40/ 20 /40 - Medium Dark Slate Gray	NC	X
CS	Seats Cloth 40/ 20 /40 - Medium Dark Slate Gray	NC	
W1K	103A XL Equipment Group: 17" Silver Aluminum Wheels, Chrome Bumpers, & Fog Lamps	$ 1,195	
AS	Seats Vinyl 40/ 20 /40 - Medium Dark Slate Gray	NC	
CS	Seats Cloth 40/ 20 /40 - Medium Dark Slate Gray	NC	
W2K	200A STX Equipment Group: 20" Dark Gray Machined Aluminum Wheels, 275/60/20 BSW All Terrain Tires, Rear Privacy Glass, Black & Dark Gray Grill, LED Fog Lamps w/ LED Cornering Lamp, STX Box Side Decal, Front/Rear Body-Color Bumpers, Electronic Rear Window Defroster , Color-Coordinated Carpet Mats	$ 4,505	
DB	Seats Unique Sport Cloth 40/Console/40 - Black (Only Choice for STX 200A)	NC	
191	STX Black Appearance Package: Includes 6" Black Running Boards, 20" Gloss Black Wheels, Black Exterior Badging	$ 1,585	
W3K	302A XLT Equipment Group: Request Specs on 302A Package	$ 9,595	
FB	Seats Sport 40/Console/40 Black *Required to Order 19P XLT Black Appearance Pkg Plus*	NC	
US	Seats Cloth 40/Console/40 - Medium Dark Slate Gray *Required To Order 50M Mobile Office*	NC	
7B	SeatsCloth 40/Console/40 - Black *Required To Order 50M Mobile Office*	NC	
W3K	303A XLT Equipment Group: Request Specs on 303A Package	$ 13,667	
3B	Seats Activex 40/Console/40 Black *Required to Order 19P XLT Black Appearance Pkg Plus*	NC	
US	Seats Cloth 40/Console/40 - Medium Dark Slate Gray	NC	
7B	SeatsCloth 40/Console/40 - Black	NC	
19P	XLT Black Appearance Package Plus: Includes 20" Gloss Black Painted Aluminum Wheels, 6" Black Running Boards, Body Color Front & Rear Bumpers, Black Exterior Badging, Floor Shifter, Black Grille, Dual Exhaust w/ Black Tips, Dark Interior Appliques, & Activex Seating Material on 303A. *19P NOT AVAILABLE WITH 3.5L ECOBOOST*	$ 2,200	

EXTERIOR COLOR OPTIONS:

YZ	Oxford White		HX	Anitmatter Blue		X	B1	School Bus Yellow	($660)		XLT Only
UM	Agate Black		B3	Atlas Blue			AT	Yellow	($660)		
JS	Iconic Silver		GR	Green	($660)		E4	Vermillion Red	($660)		
M7	Carbonized Gray		MB	Orange	($660)		D4	Rapid Red Tinted	($495)		

DRIVE TRAIN OPTIONS:

99P	2.7L V6 EcoBoost Engine	NC	X
X19	3.55 Regular Axle	NC	X
XL9	3.55 Electronic Locking Axle	$ 470	
998	3.5L V6 Ecoboost Engine - *3.5L NOT AVAILABLE W/ STX 200A*	$ 1,660	
X27	3.31 Regular Axle	NC	
XL3	3.31 Electronic Locking Axle	$ 420	
995	5.0L V8 Engine	$ 1,660	
X15	3.15 Regular Axle	NC	
XL3	3.31 Electronic Locking Axle	$ 420	
XL6	3.73 Electronic Locking Axle	$ 570	

Government Department
334-613-5000

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

9/23/2024
Version 25.0

OPTIONS:

18B	Black Platform Running Boards - XL	$	250	X
67T	Trailer Brake Controller - w/ 2.7L EcoBoost Only	$	275	
53T	Tow Haul Package - Requires 3.5L EcoBoost or 5.0L V8 Engine - Includes Trailer Brake Controller	$	785	
63T	Tailgate Step	$	445	
924	Privacy Glass	$	100	
85H	Back-up Alarm	$	220	
91P	Power 8-Way Driver Seat - N/A w/ Code AS Vinyl 40/20/40	$	350	
KEY	2 Extra Keys	$	600	X
PI2	Power Invertor	$	465	
50M	Mobile Office Package - For STX Trim Level	$	535	
50M	Mobile Office Package - For XLT 301A Trim Level	$	1,045	

STIVERS OPTIONS:

LED	4 Corner LED Strobe Lights	$	699	
WT1	All Weather Rubber Mats	$	199	
TB1	Tool Box - Standard (15")	$	549	
TB2	Tool Box - Deep Well (18")	$	539	
BL6	Bed Liner - Drop In (5-1/2")	$	315	
SL1	Spray-in Bed Liner (5-1/2" bed)	$	595	X
TNT	WINDOW TINT	$	499	
TN1	Tonneau Cover - Non Folding Hardshell	$	1,995	
TN2	Tonneau Cover - Retractable	$	1,645	
TN3	Tonneau Cover - Tri Fold	$	1,395	
CAM	Camper Shell		Request	
BS	Bed Slide	$	1,595	
BG	Brush Guard w/ Wraps over Headlamps and Winch	$	2,949	
MX1	Liftgate - Maxon		Request	

DELIVERY: State Contract Provisions for $2.00 / mile one-way $

Delivery Address: _____

TOTAL VEHICLE (*Required*) $ 39,912

Customer: _____

Contact: _____

Phone: _____

Email: _____

STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (*Required*) _____

DATE (*Required*): _____

PURCHASE ORDER NUMBER: (*Required*) _____ **QUANTITY** 1


1903
AUBURN
ALABAMA

Agenda Item Summary

Item No. 8 d 15

Council Meeting Date	October 7, 2025
Department	Public Works
Submitted By	Dan Ballard
Agenda Section	Consent

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

Structural Restoration Solutions, Inc.
9164 Eastchase Parkway, #216
Montgomery, AL 36117

Description of item under consideration

Resolution authorizing the City Manager to execute a contract with Structural Restoration Solutions, Inc. to replace the damaged enclosure for the pedestrian bridge at the Gay Street Municipal Parking Deck in order to maintain this facility in a safe and functional condition in the amount of $93,280.

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: September 24, 2025

SUBJECT: Gay Street Parking Deck – Reconstruction of Pedestrian Bridge Enclosure

The pedestrian bridge spanning between the Gay Street Parking Deck and the Magnolia Plaza building was struck by a box truck that exceeded the posted vertical clearance height on April 1, 2025. The impact from this event completely destroyed the enclosure of the pedestrian bridge and warranted further investigation to determine if damage was caused to any structural elements. Public Works engaged with Walker Consultants to perform a structural condition assessment of the bridge and to produce construction documents necessary for the reconstruction of the enclosure. The structural condition assessment found no damage to the integrity of the bridge steel elements/superstructure or anchoring. Upon completion of that assessment, Walker Consultants developed the plans to restore the enclosure, which is the purpose of this project.

The City of Auburn solicited bids from local contractors for the costs of all labor, equipment, and materials necessary to restore the stucco enclosure of the Gay Street Parking Deck pedestrian bridge in accordance with the plans and specifications provided by Walker Consultants, and the following responsible and responsive bids were received on September 18, 2025:

Contractor:	**Base Bid Price:**
Pound-Clark General Contractors, LLC	$99,775
Structural Restoration Solutions, Inc.	$93,280

In consideration of the information provided, and the necessity of the work, I recommend execution of a Construction Contract with Structural Restoration Solutions, Inc. in the amount of $93,280 for this project. Furthermore, I recommend authorizing an additional ten (10) percent of the contract amount ($9,328) as contingency for unforeseen conditions. The City has filed a claim through the responsible party's insurance provider and anticipates full reimbursement for the costs of these repairs.

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 pedestrian bridge enclosure at the Gay Street Municipal Parking Deck that was damaged on April 1, 2025, in order to maintain this facility in a safe and functional condition; and

WHEREAS, plans and specifications for the proposed repair were developed by Walker Consultants, in coordination with the Public Works Department; and

WHEREAS, the Public Works Department of the City of Auburn has solicited sealed bids, as required under Alabama law, for the costs of all labor, materials, and equipment necessary to replace the damaged pedestrian bridge enclosure; and

WHEREAS, Structural Restoration Solutions, Inc., submitted the lowest responsive bid in the amount of $93,280.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama, does hereby authorize the City Manager to execute a construction contract with Structural Restoration Solutions, Inc., to replace the damaged pedestrian bridge enclosure at the Gay Street Municipal Parking Deck at a not-to-exceed cost of $93,280, and further authorizes up to ten percent (10%) of the contract amount ($9,328) as a contingency to be used for unforeseen conditions.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of October 2025.

_____
Mayor

ATTEST:

_____
City Manager

BID

TO: CITY OF AUBURN, ALABAMA

Submitted: September 18th, 2025.

The undersigned, as Bidder, hereby declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the plans and specifications for the work and contractual documents relative thereto; and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this bid is accepted, to contract with the City of Auburn, Alabama, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to and to complete

Gay Street Parking Deck – Reconstruction of Pedestrian Bridge Enclosure

in full and complete accordance with the shown, noted, described and reasonably intended requirements of the plans, specifications and contract documents, to the full and entire satisfaction of the City of Auburn, Alabama, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents, for the unit prices listed opposite each item in the attached schedule of estimated quantities and bid prices.

It is agreed that the description under each item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals as constitute Bidder's obligations as described in the specifications and any details not specifically mentioned, but evidently included in the contract shall be compensated for in the item which most logically includes it.

The quantities for bid items listed on the bid sheets are estimated quantities only for the purpose of comparing bids. Any difference between these estimated quantities and actual quantities required for construction shall not be taken as a basis for claims by the Contractor for extra compensation. Compensation will be based on the unit prices and actual construction quantities.

The Bidder further proposes and agrees hereby to commence the work with an adequate force, materials and equipment at the time stated in the notice to the Contractor from the Project Manager to proceed and fully complete performance of the base bid work within forty-five **(45)** or less consecutive calendar days from and after the date stated in said notice.

The undersigned further agrees that, in case of failure on his part to execute the said contract and the bonds within ten **(10)** consecutive calendar days after written notice being given of the

award of the contract, the check or bid bond in the amount of 5%, (not to exceed $10,000.00) and the monies payable thereon, shall be paid into the funds of the City of Auburn, Alabama as liquidated damages for such failure; otherwise, the check or bid bond accompanying this bid shall be returned to the undersigned.

Attached hereto is a certified or cashier's check on the _____

or bid bond for the sum of Four Thousand Six Hundred Sixty Four dollars ($ 4,664.00)
(5% of AMOUNT BID (not to exceed $10,000.00)
made payable to the City of Auburn, Alabama.

Base Bid: Ninety Three Thousand Two Hundred Eighty Dollars
(in words)

TOTAL LUMP SUM BID PRICE: $ 93,280.00

EXCEPTIONS: If "none", so state here: None
If any exceptions of Owner's specifications are offered, attach full explanations to this bid.

BY: 

PRINTED NAME Thomas Andrews

TITLE Alabama Branch Manager

CONTRACTOR Structural Restoration Solutions, Inc.

ADDRESS: 9164 Eastchase Parkway, #216

CITY Montgomery

STATE Alabama

52447
CONTRACTOR'S LICENSE NUMBER

334-819-6441
TELEPHONE NUMBER

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Structural Restoration Solutions, Inc. as Principal, and National American Insurance Company as Surety, are held and firmly bound to the City of Auburn, Alabama hereinafter called "Obligee" or "City" in the penal sum of (Five Percent of Amount Bid********** ********** Dollars ($ 5% of Amount Bid***) for the payment of which we hereby jointly and severally bind ourselves, successors and assigns. Signed this the 18th day of September, 2025.

The Condition of the above obligation is such that whereas the Principal has submitted to the City a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing, for the:

Gay Street Parking Deck – Reconstruction of Pedestrian Bridge Enclosure

THEREFORE,

(a) If said Bid shall be rejected, or in the alternative,

(b) If said Bid shall be accepted and the Principal shall execute and deliver the Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall appear in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by an extension of the time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Structural Restoration Solutions, Inc.
PRINTED NAME OF CONTRACTOR

Kathy Kisla
PRINTED NAME OF PRINCIPAL

SE

BY: _____

ITS: CEO

National American Insurance Company
SURETY

SEAL

BY: _____
A.M. DiGeronimo

ITS: Attorney-In-Fact

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY

FOR BID BOND USE ONLY

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

A.M. DiGeronimo, Colin Y. Tumy, Michael R. DiGeronimo

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

To bind the company for bonds, not to exceed $6,000,000.00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.

NATIONAL AMERICAN INSURANCE COMPANY

W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 28th day of July, 2025, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.

Crystal Earp

Notary Public
My Commission Expires August 27, 2029
Commission #13007877

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler. **Dated the** 18th **day of** September, 2025

R. Patrick Gilmore

R. Patrick Gilmore, Secretary

Gay Street Parking Deck – Reconstruction of Pedestrian Bridge Enclosure

BASE BID
SCHEDULE OF ESTIMATED QUANTITIES AND BID PRICES

ITEM	DESCRIPTION	UNIT	QUANTITY	TOTAL COST
1	Construction of the stucco enclosure in accordance with the owner provided construction drawings and specifications.	Lump Sum	1	$93,280.00

Total Base Bid: $93,280.00

TOTAL BASE BID FOR Gay Street Parking Deck – Reconstruction of Pedestrian Bridge Enclosure:

Ninety Three Thousand Two Hundred Eighty Dollars

(IN WORDS)

CONTRACTOR NAME: Thomas Andrews

COMPANY NAME: Structural Restoration Solutions, Inc.

ADDRESS: 9164 Eastchase Parkway, #216

MAILING ADDRESS:

CITY/STATE/ZIP CODE: Montgomery, Alabama, 36117

TELEPHONE NUMBER: 334-819-6441

FAX NUMBER:

EMAIL ADDRESS: ThomasA@Structural-RS.com

Agenda Item Summary

Item No. 8 d 16

Council Meeting Date	October 7, 2025
Department	Public Safety
Submitted By	Will Mathews
Agenda Section	Consent

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

Stryker Medical
21343 Network Place
Chicago, IL 60673-1213

Description of item under consideration

Resolution authorizing the City Manager to execute a contract with Stryker Medical for the purchase of one (1) Life Pak 35 heart monitor for the Fire Department. The total purchase price of this equipment is $58,350.70.

Why is Council action needed?

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

Is this a budgeted item?: Yes

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

FROM: Will Mathews, Public Safety Executive Director

DATE: September 29, 2025

SUBJECT: Purchase of Heart Monitor

The Fire Department is requesting to purchase one (1) Life Pak 35 heart monitor. This monitor will be utilized on emergency response vehicles to improve operational effectiveness with the implementation to Advanced Life Support (ALS) services.

This monitor will be purchased from Stryker Medical at a total price of $58,350.70. This pricing is based on the Sourcewell 041823-STY purchasing cooperative contract. This purchase is budgeted for FY26, utilizing available opioid reimbursement funds.

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) Life Pak 35 heart monitor to be used by the Fire Department; and

WHEREAS Sourcewell 041823-STY cooperative purchasing contract establishes the price of this equipment at $58,350.70 through Stryker Medical.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama authorizes the City Manager to execute a contract with Stryker Medical to purchase one (1) Life Pak 35 heart monitor at a total price of $58,350.70.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of October 2025.

_____
Mayor

ATTEST:

_____
City Manager

stryker

Auburn FD - LP35 (1) 9.19.25

Quote Number: 11183165

Version: 1

Prepared For: AUBURN FIRE DEPT

Attn:

GPO: SOURCEWELL 041823-STY

Quote Date: 09/19/2025

Expiration Date: 12/18/2025

Contract Start: 09/19/2025

Contract End: 09/18/2026

Remit to:
Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep: Taylor Riggs

Email: taylor.riggs@stryker.com

Phone Number: (334) 752-2047

Mobile: (334) 752-2047

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	AUBURN FIRE DEPT	Name:	AUBURN FIRE DEPT	Name:	CITY OF AUBURN
Account #:	20080165	Account #:	20080165	Account #:	20026036
Address:	359 E MAGNOLIA AVE	Address:	359 E MAGNOLIA AVE	Address:	144 TICHENOR AVE AUBURN STE 6
	AUBURN		AUBURN		AUBURN
	Alabama 36830-4801		Alabama 36830-4801		Alabama 36830-4784

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/ CELL/LN/CPRIN,STD,BT	1	$47,288.00	$47,288.00
2.0	11140-000102	LIFEPAK FLEX Battery Charger	1	$2,550.00	$2,550.00
3.0	11140-000131	AC Power Cord (North America, hospital grade)	1	$91.80	$91.80
4.0	11335-000001	LIFEPAK FLEX Lithium-Ion Battery	2	$850.00	$1,700.00
5.0	11111-000041	LIFEPAK 3-wire extended precordial ECG cable	1	$102.00	$102.00
6.0	11160-000011	Reusable Cuff, Infant, 8-14 cm	1	$24.80	$24.80
7.0	11160-000013	Reusable Cuff, Pediatric, 13-20 cm	1	$28.00	$28.00
8.0	11160-000021	Reusable Cuff, Small, Adult, 18-26 cm	1	$34.00	$34.00
9.0	11160-000015	Reusable Cuff, Adult, 26-35 cm	1	$33.60	$33.60
10.0	11160-000019	Reusable Cuff, X-Large, Adult, 35-44 cm	1	$55.20	$55.20
11.0	11335-000008	LIFEPAK 35 Storage Bag Kit	1	$510.00	$510.00
12.0	11260-000073	Shoulder Strap	1	$63.75	$63.75
13.0	11996-000519	LNCS-II Reusable rainbow 8-wavelength Adult Sensor	1	$622.30	$622.30
14.0	11171-000062	RD SET Disposable Sensor, Infant (20/box)	1	$428.40	$428.40
15.0	11335-000005	LIFEPAK Printer Kit	1	$2,550.00	$2,550.00

PENDING APPROVAL

stryker

Auburn FD - LP35 (1) 9.19.25

Quote Number:	11183165	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1		
Prepared For:	AUBURN FIRE DEPT	Rep:	Taylor Riggs
	Attn:	Email:	taylor.riggs@stryker.com
		Phone Number:	(334) 752-2047
		Mobile:	(334) 752-2047
GPO:	SOURCEWELL 041823-STY		
Quote Date:	09/19/2025		
Expiration Date:	12/18/2025		
Contract Start:	09/19/2025		
Contract End:	09/18/2026		

Equipment Total:	$56,081.85

Data Solutions:

#	Product	Description	Qty	Sell Price	Total
16.0	11150-000020	LIFEPAK Cellular Modem, North America	1	$1,275.00	$1,275.00

Data Solutions Total:	$1,275.00

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Shipping and Handling:	$993.85
Grand Total:	$58,350.70

Prices: In effect for 30 days

Terms: Net 30 Days

Shipping & Handling Includes:
Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

PENDING APPROVAL

Agenda Item Summary

Item No. 8 e 1

Council Meeting Date	October 7, 2025
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Consent

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

Charles Pick
Cary Crossing, LLC
PO Box 2523
Auburn, AL 36830

Description of item under consideration

Resolution accepting public easements as shown on the plat: Pick Estates Subdivision South, A Redivision of Lot 4, Redvision of Lot 4-A and 4-B, Revision of Lot 4-B-1 (AS-2025-071), located at 2811 East University Drive.

Why is Council action needed?

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

Is this a budgeted item?: N/A

RESOLUTION NO. _____

WHEREAS it is in the best interest of the City of Auburn to accept various public easements as shown on the plat: “Pick Estates Subdivision South, A Redivision of Lot 4, Redivision of Lot 4-A and 4-B, Revision of Lot 4-B-1” (AS-2025-071), located at 2811 East University Drive; and

WHEREAS the owner of said property, Cary Crossing, LLC, desires to dedicate the same.

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

That the City of Auburn does hereby accept public easements as shown on the plat: “Pick Estates Subdivision South, A Redivision of Lot 4, Redivision of Lot 4-A and 4-B, Revision of Lot 4-B-1” (AS-2025-071), located at 2811 East University Drive.

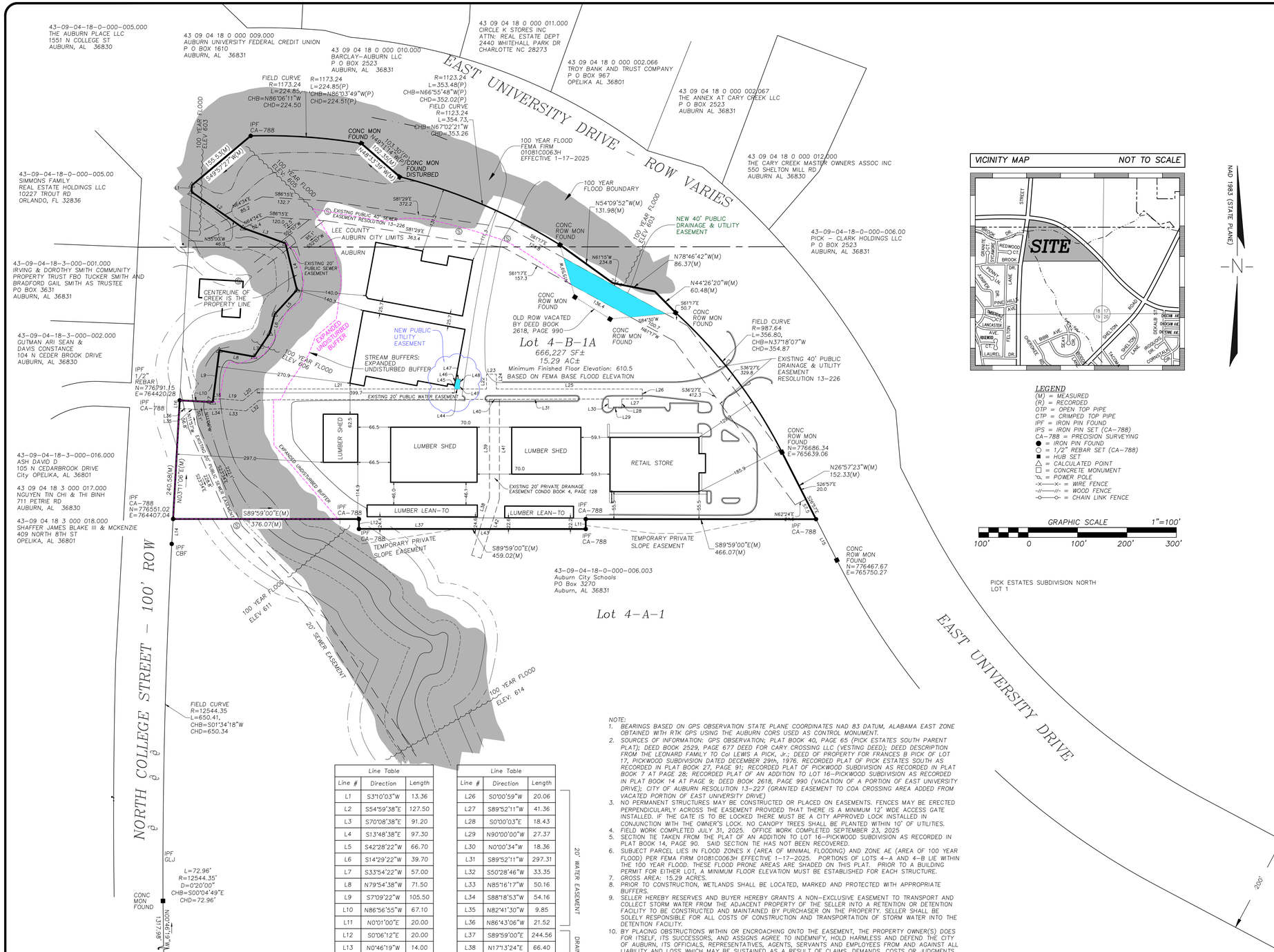
ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this 7th day of October 2025.

_____
Mayor

ATTEST:

_____
City Manager

PICK ESTATES SUBDIVISION SOUTH
A REDIVISION OF LOT 4
REDIVISION OF LOT 4-A AND 4-B
~REVISION OF LOT 4-B-1~
SECTION 18 T 19 N R 26 E
AUBURN, LEE COUNTY, ALABAMA



VICINITY MAP NOT TO SCALE

NAD 1983 (STATE PLANE)

N

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

GRAPHIC SCALE 1"=100'
100' 0 100' 200' 300'

Line Table		
Line #	Direction	Length
L1	S3°10'03"W	13.36
L2	S54°59'38"E	127.50
L3	S70°08'38"E	91.20
L4	S13°48'38"E	97.30
L5	S42°28'22"W	66.70
L6	S14°29'22"W	39.70
L7	S33°54'22"W	57.00
L8	N79°54'38"W	71.50
L9	S7°09'22"W	105.50
L10	N86°56'55"W	67.10
L11	N0°01'00"E	20.00
L12	S0°06'12"E	20.00
L13	N0°46'19"W	14.00
L14	S3°07'38"W	50.35
L15	N26°57'23"W	92.99
L16	N3°28'58"E	16.20
L17	N7°09'22"E	6.09
L18	N88°18'53"E	17.27
L19	S85°16'17"E	43.15
L20	N50°28'46"E	37.31
L21	S89°59'01"E	416.26
L22	N0°00'07"E	29.99
L23	S89°59'53"E	20.00
L24	S0°00'07"W	29.99
L25	S89°59'01"E	295.28

Line Table		
Line #	Direction	Length
L26	S0°00'59"W	20.06
L27	S89°52'11"W	41.36
L28	S0°00'03"E	18.43
L29	N90°00'00"W	27.37
L30	N0°00'34"W	18.36
L31	S89°52'11"W	297.31
L32	S50°28'46"W	33.35
L33	N85°16'17"W	50.16
L34	S88°18'53"W	54.16
L35	N82°41'30"W	9.85
L36	N86°43'06"W	21.52
L37	S89°59'00"E	244.56
L38	N17°13'24"E	66.40
L39	N0°00'56"E	199.13
L40	N89°52'11"E	20.00
L41	S0°00'56"W	202.21
L42	S17°13'24"W	63.24
L43	N89°59'00"W	20.94
L44	N89°59'01"W	10.39
L45	N0°00'59"E	7.83
L46	N10°28'54"E	13.51
L47	S79°31'06"E	9.92
L48	S10°28'54"W	10.00
L49	S0°00'59"W	9.48

20' WATER EASEMENT
DRAINAGE EASEMENT
NEW METER EASEMENT

NOTE:
1. *BEARINGS BASED ON GPS OBSERVATION STATE PLANE COORDINATES NAD 83 DATUM, ALABAMA EAST ZONE OBTAINED WITH RTK GPS USING THE AUBURN CORS USED AS CONTROL MONUMENT.*
2. *SOURCES OF INFORMATION: GPS OBSERVATION; PLAT BOOK 40, PAGE 65 (PICK ESTATES SOUTH PARENT PLAT); DEED BOOK 2529, PAGE 677 DEED FOR CARY CROSSING LLC (VESTING DEED); DEED DESCRIPTION FROM THE LEONARD FAMILY TO Col LEWIS A PICK, Jr.; DEED OF PROPERTY FOR FRANCES B PICK OF LOT 17, PICKWOOD SUBDIVISION DATED DECEMBER 29th, 1976. RECORDED PLAT OF PICK ESTATES SOUTH AS RECORDED IN PLAT BOOK 27, PAGE 91; RECORDED PLAT OF PICKWOOD SUBDIVISION AS RECORDED IN PLAT BOOK 7 AT PAGE 28; RECORDED PLAT OF AN ADDITION TO LOT 16–PICKWOOD SUBDIVISION AS RECORDED IN PLAT BOOK 14 AT PAGE 9; DEED BOOK 2618, PAGE 990 (VACATION OF A PORTION OF EAST UNIVERSITY DRIVE); CITY OF AUBURN RESOLUTION 13–227 (GRANTED EASEMENT TO COA CROSSING AREA ADDED FROM VACATED PORTION OF EAST UNIVERSITY DRIVE)*
3. *NO PERMANENT STRUCTURES MAY BE CONSTRUCTED OR PLACED ON EASEMENTS. FENCES MAY BE ERECTED PERPENDICULARLY ACROSS THE EASEMENT PROVIDED THAT THERE IS A MINIMUM 12' WIDE ACCESS GATE INSTALLED. IF THE GATE IS TO BE LOCKED THERE MUST BE A CITY APPROVED LOCK INSTALLED IN CONJUNCTION WITH THE OWNER'S LOCK. NO CANOPY TREES SHALL BE PLANTED WITHIN 10' OF UTILITIES.*
4. *FIELD WORK COMPLETED JULY 31, 2025. OFFICE WORK COMPLETED SEPTEMBER 23, 2025*
5. *SECTION TIE TAKEN FROM THE PLAT OF AN ADDITION TO LOT 16–PICKWOOD SUBDIVISION AS RECORDED IN PLAT BOOK 14, PAGE 90. SAID SECTION TIE HAS NOT BEEN RECOVERED.*
6. *SUBJECT PARCEL LIES IN FLOOD ZONES X (AREA OF MINIMAL FLOODING) AND ZONE AE (AREA OF 100 YEAR FLOOD) PER FEMA FIRM 01081C0063H EFFECTIVE 1–17–2025. PORTIONS OF LOTS 4–A AND 4–B LIE WITHIN THE 100 YEAR FLOOD. THESE FLOOD PRONE AREAS ARE SHADED ON THIS PLAT. PRIOR TO A BUILDING PERMIT FOR EITHER LOT, A MINIMUM FLOOR ELEVATION MUST BE ESTABLISHED FOR EACH STRUCTURE.*
7. *GROSS AREA: 15.29 ACRES.*
8. *PRIOR TO CONSTRUCTION, WETLANDS SHALL BE LOCATED, MARKED AND PROTECTED WITH APPROPRIATE BUFFERS.*
9. *SELLER HEREBY RESERVES AND BUYER HEREBY GRANTS A NON–EXCLUSIVE EASEMENT TO TRANSPORT AND COLLECT STORM WATER FROM THE ADJACENT PROPERTY OF THE SELLER INTO A RETENTION OR DETENTION FACILITY TO BE CONSTRUCTED AND MAINTAINED BY PURCHASER ON THE PROPERTY. SELLER SHALL BE SOLELY RESPONSIBLE FOR ALL COSTS OF CONSTRUCTION AND TRANSPORTATION OF STORM WATER INTO THE DETENTION FACILITY.*
10. *BY PLACING OBSTRUCTIONS WITHIN OR ENCROACHING ONTO THE EASEMENT, THE PROPERTY OWNER(S) DOES FOR ITSELF, ITS SUCCESSORS, AND ASSIGNS AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF AUBURN, ITS OFFICIALS, REPRESENTATIVES, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ALL LIABILITY AND LOSS WHICH MAY BE SUSTAINED AS A RESULT OF CLAIMS, DEMANDS, COSTS OR JUDGMENTS ARISING OUT OF THE LOCATION OF THE OBSTRUCTION WITHIN THE EASEMENT INCLUDING ITS REASONABLE COSTS IN DEFENDING AGAINST ANY SUCH CLAIMS AND FURTHER AGREES TO RELEASE AND DISCHARGE THE CITY OF AUBURN FROM ANY DAMAGES TO THE OBSTRUCTION ARISING FROM UTILITY MAINTENANCE WORK WITHIN THE EASEMENT OR ANY DAMAGES TO THE OBSTRUCTION RESULTING FROM ITS PLACEMENT IN THE EASEMENT.*
11. *BY PLACING ANY PORTION OF AN IRRIGATION SYSTEM WITHIN THE EASEMENTS OR RIGHT OF WAY, THE PROPERTY OWNER DOES FOR ITSELF , ITS SUCCESSORS AND ASSIGNS AGREES TO HOLD HARMLESS AND DEFEND THE CITY OF AUBURN, ITS OFFICIALS, REPRESENTATIVES, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ALL LIABILITY AND LOSS WHICH MAY BE SUSTAINED AS A RESULT OF CLAIMS, DEMANDS, COST OR JUDGMENTS ARISING OUT OF THE LOCATION OF THE OBSTRUCTION WITHIN THE EASEMENTS OR RIGHT OF WAY INCLUDING ITS REASONABLE COST IN DEFENDING AGAINST ANY SUCH CLAIMS. THE PROPERTY OWNER FURTHER AGREES TO RELEASE AND DISCHARGE THE CITY OF AUBURN FROM ANY DAMAGES TO THE IRRIGATION SYSTEM ARISING FROM ANY WORK OR MAINTENANCE WORK WITHIN THE GRANTED EASEMENT OR RIGHT OF WAY OR ANY DAMAGES TO THE IRRIGATIONS SYSTEM RESULTING FROM ITS PLACEMENT WITHIN THE EASEMENT OR RIGHT OF WAY. IRRIGATION SYSTEMS ARE LIMITED TO ONLY LATERALS BEING PLACED WITHIN ANY EASEMENTS OR RIGHT OF WAY.*
12. *PURPOSE OF THIS PLAT TO DEDICATE A PUBLIC WATER EASEMENT (SHADED BLUE) FOR A PUBLIC WATER EASEMENT FOR A WATER METER.*
13. *THE UNDISTURBED (STREAMSIDE) BUFFER WAS EXPANDED TO MITIGATE THE MANAGED USE AND UPLAND ZONE BUFFERS.*
14. *PARCEL LINE ON THE LEE COUNTY GIS AND THE CITY OF AUBURN GIS FOLLOW THE LAND CONDOMINIUM UNIT 1, 2 AND 3 LINES SET IN CONDOMINIUM BOOK 4, PAGE 128. THESE UNITS ARE NOT FEE SIMPLE LOTS.*

State of Alabama
Lee County

I, Michael T Maher, a Professional Licensed Land Surveyor of Alabama, hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of practice for surveying in the State of Alabama to the best of my knowledge, information, and belief.

In witness whereof, I have hereunto set my hand and seal on this

the _____ day of _____, 2025.

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

State of Alabama
Lee County

I, Cary Crossing LLC, owner of the real property shown on this plat, hereby join in the statement of Michael T Maher, and certify that it was and is my purpose to subdivide the lands so platted as shown,

In witness whereof, I, Charles C. Pick, Manager of Cary Crossing LLC., have hereunto set my hand on this

the ____ day of _____, 2025.

_____
Charles C. Pick, Manager of Cary Crossing LLC.

State of Alabama
Lee County

I, _____, a Notary Public, in and for said County in said State, hereby certify that Charles C. Pick, whose name as Manager OF Cary Crossing LLC is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she , as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I have hereunto set my hand and seal on this

the _____ day of _____, 2025.

Notary Public: _____ My commission expires: _____

State of Alabama
Lee County

I, Cary Crossing Storage LLC, owner of the real property shown on this plat, hereby join in the statement of Michael T Maher, and certify that it was and is my purpose to subdivide the lands so platted as shown,

In witness whereof, I, Charles C. Pick, Manager of Cary Crossing Storage LLC., have hereunto set my hand

on this the ____ day of _____, 2025.

_____
Charles C. Pick, Manager of Cary Crossing Storage LLC.

State of Alabama
Lee County

I, _____, a Notary Public, in and for said County in said State, hereby certify that Charles C. Pick, whose name as Manager OF Cary Crossing Storage LLC is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she , as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I have hereunto set my hand and seal on this the ____ day of _____, 2025.

Notary Public: _____ My commission expires: _____

State of Alabama
Lee County

AuburnBank, lieholder of the real property shown on this plat, hereby jois in the statement of Michael T Maher, and certify that it was and is its purpose to subdivide the lands so platted as shown,

In witness whereof, I, Robert Smith, as Loan Officer for AuburnBank, have hereunto set my hand on this

the ____ day of _____, 2025.

_____
Robert Smith as Loan Office for AuburnBank

State of Alabama
Lee County

I, _____, a Notary Public, in and for said County in said State, hereby certify that Robert Smith, whose name as Loan Officer for AuburnBank is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I have hereunto set my hand and seal on this the __ day of _____, 2025.

Notary Public: _____ My commission expires: _____

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

Planning Director: _____ Date: _____

Accepted by the Auburn City Council, Auburn, Alabama:

Mayor: _____ Date: _____

Approved by the Auburn City Engineer, Auburn, Alabama:

City Engineer: _____ Date: _____

CERTIFICATE OF APPROVAL BY THE COUNTY ENGINEER

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

this _____ day of _____ 2025.

_____
County Engineer
County of Lee, Alabama

Seal

Drawn By: MTM
Scale: 1"=100'
File Name: 17–805–SD EASE
Date: SEPTEMBER 23, 2025

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

Sheet Title: PICK ESTATES SUBDIVISION SOUTH, A REDIVISION OF LOT 4, A REDIVISION OF LOTS 4–A AND 4–B REDIVISION OF LOT 4–B–A – ADMINISTRATIVE PLAT

Agenda Item Summary

Item No. 8 e 2

Council Meeting Date	October 7, 2025
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Consent

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

Coach's Corner 2025, LLC
323 Airport Road, Suite A
Auburn, AL 36830

Description of item under consideration

Resolution accepting a public easement as shown on the plat: Wire Road Commercial Park, Revision to Lot 2 (AS-2025-078), located at 652 Haley Lane.

Why is Council action needed?

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

Is this a budgeted item?: N/A

RESOLUTION NO. _____

WHEREAS, it is in the best interest of the City of Auburn to accept a public easement as shown on the plat: "Wire Road Commercial Park, Revision to Lot 2" (AS-2025-078), located at 652 Haley Lane; and

WHEREAS, the owner of said property, Coach's Corner 2025, LLC, desires to dedicate the same.

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

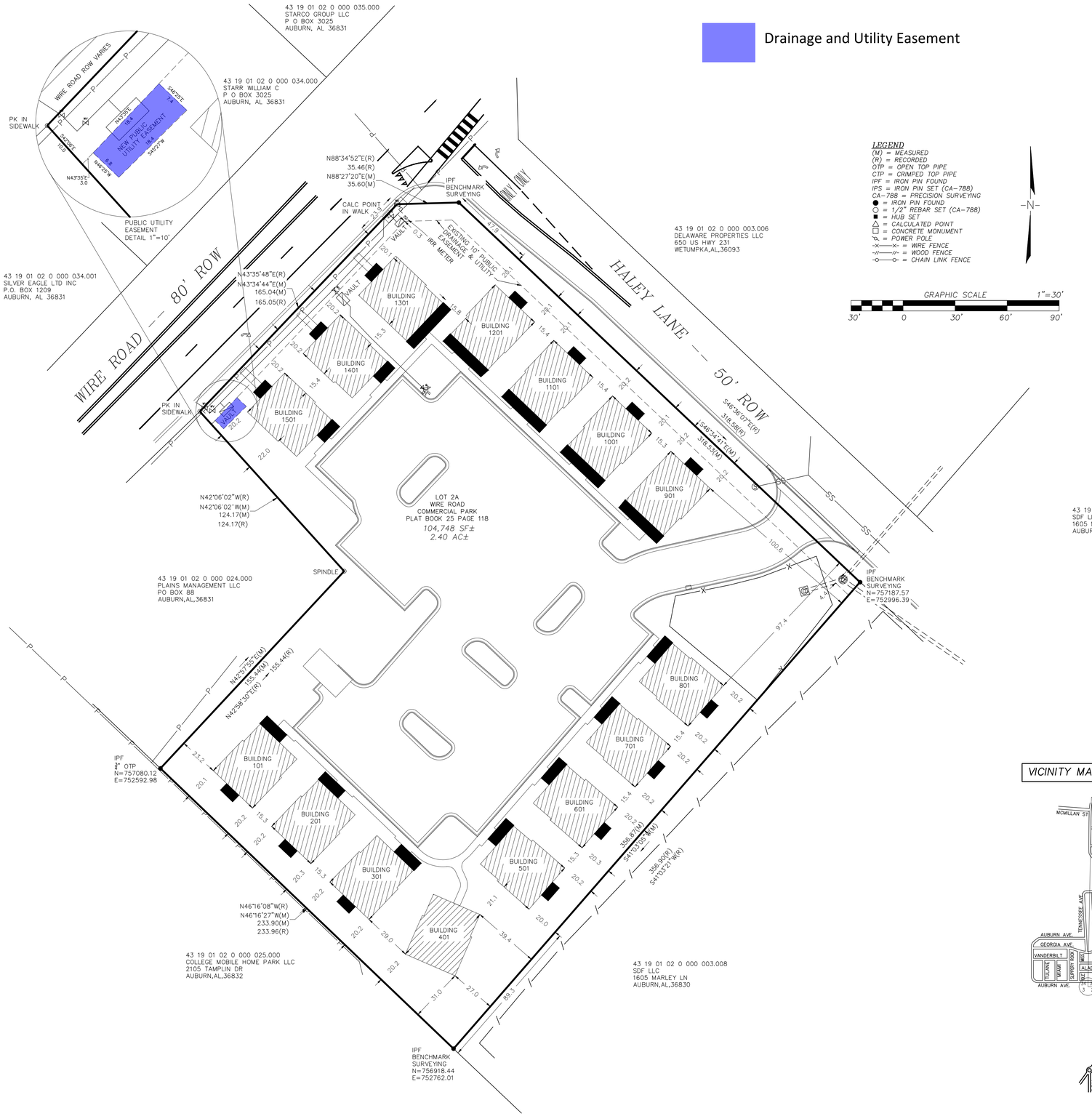
That the City of Auburn does hereby accept public easement as shown on the plat: "Wire Road Commercial Park, Revision to Lot 2" (AS-2025-078), located at 652 Haley Lane.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of October 2025.

_____
Mayor

ATTEST:

_____
City Manager



WIRE ROAD COMMERCIAL PARK

REVISION TO LOT 2

ADDITION OF A WATER EASEMENT
SECTION 2 T18N R25E
AUBURN LEE COUNTY ALABAMA

RECEIVED
DATE 9/23/2025
CASE NO. AS-2025-078
DEPARTMENT OF PLANNING

State of Alabama
Lee County

I, Michael T Maher, a Professional Licensed Land Surveyor of Alabama, hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of practice for surveying in the State of Alabama to the best of my knowledge, information, and belief.

In witness whereof, I have hereunto set my hand and seal on this

the _____ day of _____, 2025.

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

State of Alabama
Lee County

I, Coach's Corner 2025 LLC, owner of the real property shown on this plat, hereby join in the statement of Michael T Maher, and certify that it was and is my purpose to subdivide the lands so platted as shown,

In witness whereof, I, Russell Herring as registered agent of Coach's Corner 2025 LLC and with full authority of Coach's Corner 20025, LLC have hereunto set my hand

on this the ____ day of _____, 2025.

_____
Russell Herring as registered agent of Coach's Corner 2025 LLC

State of Alabama
Lee County

I, _____, a Notary Public, in and for said County in said State, hereby certify that Russell HHerring, whose name as registered agent OF Coach's Corner 2025 LLC is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she , as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I have hereunto set my hand and seal on this

the _____ day of _____, 2025.

Notary Public: _____ My commission expires: _____

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

Planning Director: _____ Date: _____

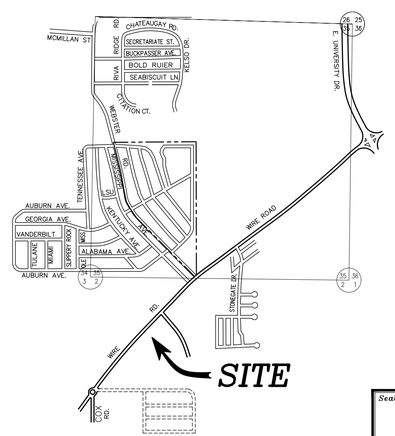
Accepted by the Auburn City Council, Auburn, Alabama:

Mayor: _____ Date: _____

NOTES:

1. BEARINGS BASED *ON STATE PLANE COORDINATES, NAD 1983, ALABAMA EAST ZONE, US FOOT. COORDINATES SET USING RTK GPS, ALDOT CORS AS CONTROL*
2. FIELD WORK COMPLETED 7-29-20205
3. OFFICE WORK COMPLETED 9-4-2025
4. SUBJECT TO ANY EASEMENTS, RIGHTS OF WAY OR RESTRICTIONS OF RECORD WHICH EXIST AS A MATTER OF RECORD OR EXIST DEFACTO.
5. NO PERMANENT STRUCTURES MAY BE CONSTRUCTED OR PLACED ON EASEMENTS. FENCES MAY BE ERECTED PERPENDICULARLY ACROSS THE EASEMENT PROVIDED THERE IS A MINIMUM TWELVE (12) FOOT WIDE ACCESS GATE INSTALLED. IF THE GATE IS TO BE LOCKED THERE MUST BE A CITY APPROVED LOCK INSTALLED IN CONJUNCTION WITH THE OWNERS LOCK. NO CANOPY TREES SHALL BE PLANTED WITHIN TEN (10) FEET OF UTILITIES.
6. BY PLACING OBSTRUCTIONS WITHIN OR ENCROACHING ONTO THE EASEMENT, THE PROPERTY OWNER(S) DOES FOR ITSELF, ITS SUCCESSORS, AND ASSIGNS AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF AUBURN, ITS OFFICIALS, REPRESENTATIVES, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ALL LIABILITY AND LOSS WHICH MAY BE SUSTAINED AS A RESULT OF CLAIMS, DEMANDS, COSTS OR JUDGMENTS ARISING OUT OF THE LOCATION OF THE OBSTRUCTION WITHIN THE EASEMENT INCLUDING ITS REASONABLE COSTS IN DEFENDING AGAINST ANY SUCH CLAIMS AND FURTHER AGREES TO RELEASE AND DISCHARGE THE CITY OF AUBURN FROM ANY DAMAGES TO THE OBSTRUCTION ARISING FROM UTILITY MAINTENANCE WORK WITHIN THE EASEMENT OR ANY DAMAGES TO THE OBSTRUCTION RESULTING FROM ITS PLACEMENT IN THE EASEMENT.
7. SOURCES OF INFORMATION: PLAT BOOK 35 , PAGE 118; DEED BOOK 2724 PAGE 865 .
8. GROSS AREA = 104,748 SQUARE FEET. NO. OF LOTS = 1 (15 ON A MULTI UNIT DEVELOPMENT)
9. THIS IS A PERFORMANCE SUBDIVISION. PDD WITH A CDD BASE ZONE.
10. BY PLACING ANY PORTION OF AN IRRIGATION SYSTEM WITHIN THE EASEMENTS OR RIGHT OF WAY, THE PROPERTY OWNER DOES FOR ITSELF , ITS SUCCESSORS AND ASSIGNS AGREES TO HOLD HARMLESS AND DEFEND THE CITY OF AUBURN, ITS OFFICIALS, REPRESENTATIVES, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ALL LIABILITY AND LOSS WHICH MAY BE SUSTAINED AS A RESULT OF CLAIMS, DEMANDS, COST OR JUDGMENTS ARISING OUT OF THE LOCATION OF THE OBSTRUCTION WITHIN THE EASEMENTS OR RIGHT OF WAY INCLUDING ITS REASONABLE COST IN DEFENDING AGAINST ANY SUCH CLAIMS. THE PROPERTY OWNER FURTHER AGREES TO RELEASE AND DISCHARGE THE CITY OF AUBURN FROM ANY DAMAGES TO THE IRRIGATION SYSTEM ARISING FROM ANY WORK OR MAINTENANCE WORK WITHIN THE GRANTED EASEMENT OR RIGHT OF WAY OR ANY DAMAGES TO THE IRRIGATIONS SYSTEM RESULTING FROM ITS PLACEMENT WITHIN THE EASEMENT OR RIGHT OF WAY. IRRIGATION SYSTEMS ARE LIMITED TO ONLY LATERALS BEING PLACED WITHIN ANY EASEMENTS OR RIGHT OF WAY.
11. THERE IS NO FLOOD PLAIN LOCATED ON THIS PROPERTY BASED ON FEMA FIRM PANEL 01081C0184H DATED 1-17-2025.
12. THE PURPOSE OF THIS PLAT IS TO RECORD AN EASEMENT FOR A WATER VAULT IN THE NORTHWEST CORNER OF LOT 2. NO LOT LINES, RIGHT OF WAYS OR OTHER EASEMENTS CHANGED BY THIS PLAT.

VICINITY MAP NOT TO SCALE



Seal	Drawn By: MTM Scale: 1"=30' File Name: 24-0807-SD1 2025 Date: 9-5-2025	PRECISION SURVEYING	2124 Moores Mill Road Suite 110 Auburn, Alabama 36830 Phone (334) 821-0105 www.precisionsurveying.biz
		Sheet Title: WIRE ROAD COMMERCIAL PARK REVISION TO LOT 2 – WATER EASEMENT ADMINSTRATIVE PLAT	

\\PRECISION-NAS\Precision\Jobs\2024\24-0807 ref 22-0789\24-0807 sd1 9 -16-25.dwg, 9/23/2025 11:22:09 AM, 1:30

Agenda Item Summary

Item No. 8 e 3

Council Meeting Date	October 7, 2025
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Consent

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

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

Description of item under consideration

Resolution accepting public rights-of-way and easement as shown on the plat: "Webster Road Subdivision" (AS-2025-060), located at 430 Webster Road.

Why is Council action needed?

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

Is this a budgeted item?: N/A

RESOLUTION NO. _____

WHEREAS, it is in the best interest of the City of Auburn to accept public rights-of-way and a sanitary sewer easement as shown on the plat: "Webster Road Subdivision" (AS-2025-060), located at 430 Webster Road; and

WHEREAS, the owner of said property, The Industrial Development Board of the City of Auburn, desires to dedicate the same.

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

That the City of Auburn does hereby accept public rights-of-way and a sanitary sewer easement as shown on the plat: "Webster Road Subdivision" (AS-2025-060), located at 430 Webster Road.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of October 2025.

_____
Mayor

ATTEST:

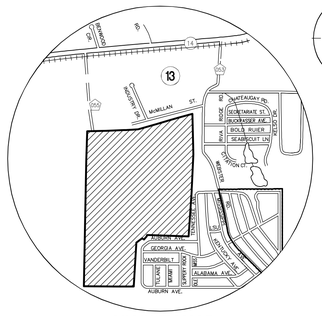
_____
City Manager

WEBSTER ROAD SUBDIVISION

AS-2025-060
Received 9/9/2025

Public Right-of-Way

Sanitary Sewer Easement



VICINITY MAP

STATE OF ALABAMA
LEE COUNTY

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

IN WITNESS WHEREOF, I HAVE HEREONTO SET MY HAND AND SEAL ON THIS THE _____ DAY OF AUGUST, 2025.

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

STATE OF ALABAMA
LEE COUNTY

THE INDUSTRIAL DEVELOPMENT BOARD OF AUBURN, ALABAMA, A PUBLIC CORPORATION, AS OWNER OF THE REAL PROPERTY SHOWN ON THIS PLAT HEREBY JOINS IN THE STATEMENT OF ARTHUR R. NETTLES AND CERTIFY THAT IT IS OUR PURPOSE TO SUBDIVIDE LANDS SO PLATTED INTO LOTS AS SHOWN.

IN WITNESS WHEREOF, WE HAVE HEREONTO SET MY HAND ON THIS THE ____ DAY OF AUGUST, 2025.

ITS CHAIRMAN
DAVID DEBAETS

ITS SECRETARY/TREASURER
PHILLIP DUNLAP

STATE OF ALABAMA
LEE COUNTY

I, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT DAVID DEBAETS, ITS CHAIRMAN, WHOSE NAME AS CHAIRMAN OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF AUBURN, ALABAMA, A PUBLIC CORPORATION IS SIGNED TO THE FOREGOING INSTRUMENT AND WHOSE NAME IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DATE THAT, BEING INFORMED ON THE CONTENTS OF THE INSTRUMENT, HAS EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS THE ____ DAY OF AUGUST, 2025.

NOTARY PUBLIC:
MY COMMISSION EXPIRES:

STATE OF ALABAMA
LEE COUNTY

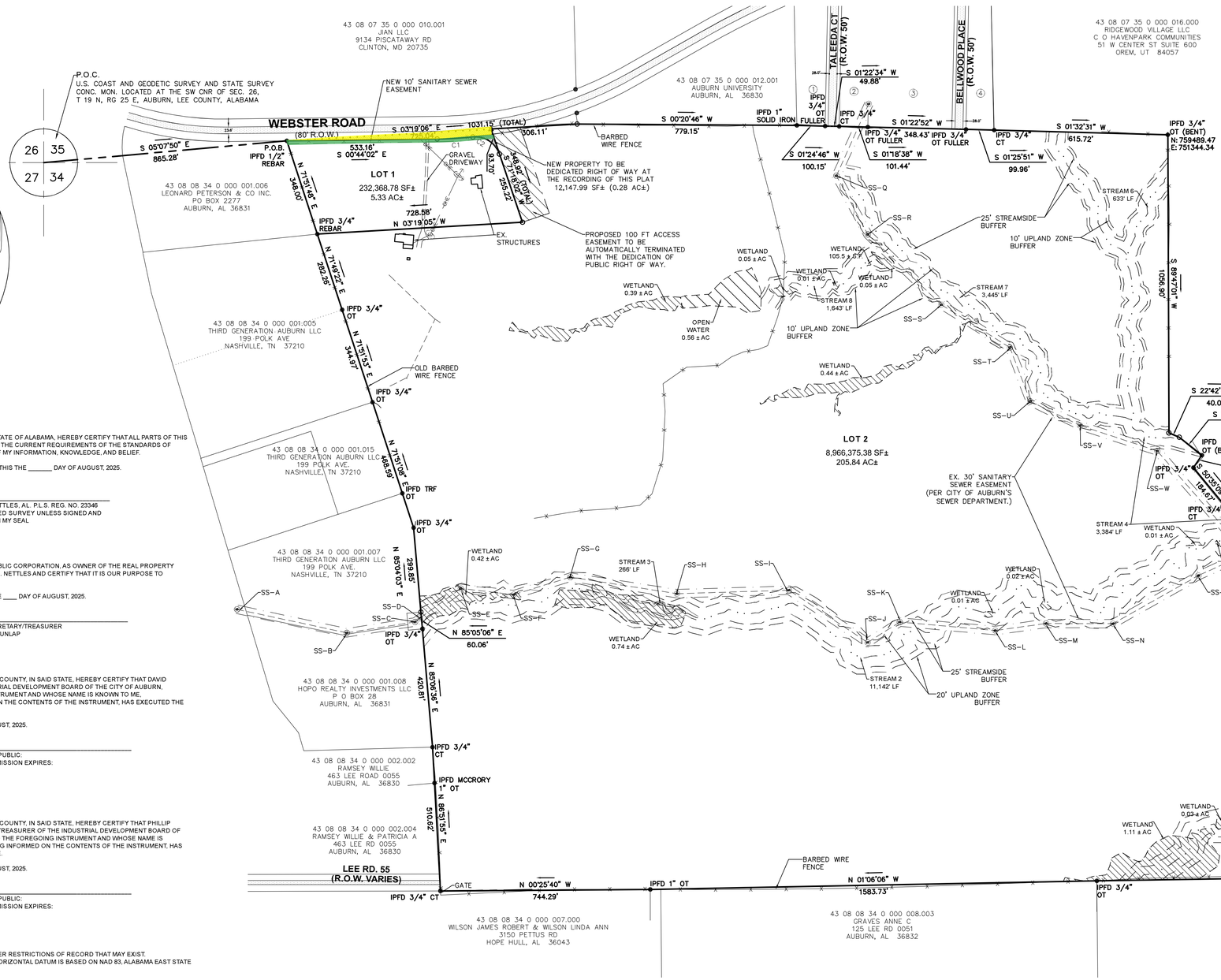
I, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT PHILLIP DUNLAP, ITS SECRETARY/TREASURER, WHOSE NAME AS SECRETARY/TREASURER OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF AUBURN, ALABAMA, A PUBLIC CORPORATION IS SIGNED TO THE FOREGOING INSTRUMENT AND WHOSE NAME IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DATE THAT, BEING INFORMED ON THE CONTENTS OF THE INSTRUMENT, HAS EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS THE ____ DAY OF AUGUST, 2025.

NOTARY PUBLIC:
MY COMMISSION EXPIRES:

NOTES:

1. THIS PARCEL IS SUBJECT TO ANY EASEMENTS, RIGHT-OF-WAY, OR OTHER RESTRICTIONS OF RECORD THAT MAY EXIST.
2. BEARINGS BASED ON GPS RTK OBSERVATION USING AUBURN CORS. HORIZONTAL DATUM IS BASED ON NAD 83, ALABAMA EAST STATE PLANE COORDINATE SYSTEM.
3. NORTH IS BASED ON GRID NORTH.
4. NO PERMANENT STRUCTURES MAY BE CONSTRUCTED OR PLACED ON EASEMENTS. FENCES MAY BE ERECTED PERPENDICULARY ACROSS THE EASEMENT PROVIDED THERE IS A MINIMUM 12' WIDE ACCESS GATE INSTALLED. IF THE GATE IS TO BE LOCKED, THERE MUST BE A CITY APPROVED LOCK INSTALLED IN CONJUNCTION WITH THE OWNER'S LOCK. NO CANOPY TREES SHALL BE PLANTED WITHIN TEN (10) FEET OF UTILITIES.
5. FIELDWORK COMPLETED JULY 21, 2025. OFFICEWORK COMPLETED AUGUST 13, 2025.
6. BY PLACING OBSTRUCTIONS WITHIN OR ENCROACHING ONTO THE EASEMENT, THE PROPERTY OWNER DOES FOR ITSELF, ITS SUCCESSORS AND ASSIGNS AGREE TO HOLD HARMLESS AND DEFEND THE CITY OF AUBURN, ITS OFFICIALS, REPRESENTATIVES, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ALL LIABILITY AND LOSS WHICH MAY BE SUSTAINED AS A RESULT OF CLAIMS, DEMANDS, COSTS OR JUDGEMENTS ARISING OUT OF THE LOCATION OF THE OBSTRUCTION WITHIN THE EASEMENT INCLUDING ITS REASONABLE COSTS IN DEFENDING AGAINST ANY SUCH CLAIMS AND FURTHER AGREES TO RELEASE AND DISCHARGE THE CITY OF AUBURN FROM ANY DAMAGES TO THE OBSTRUCTION ARISING FROM UTILITY MAINTENANCE WORK WITHIN THE EASEMENT OR ANY DAMAGES TO THE OBSTRUCTION RESULTING FROM ITS PLACEMENT IN THE EASEMENT.
7. BY PLACING ANY PORTION OF AN IRRIGATION SYSTEM WITHIN THE EASEMENTS OR RIGHT OF WAY, THE PROPERTY OWNER DOES FOR ITSELF , ITS SUCCESSORS AND ASSIGNS AGREES TO HOLD HARMLESS AND DEFEND THE CITY OF AUBURN, ITS OFFICIALS, REPRESENTATIVES, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ALL LIABILITY AND LOSS WHICH MAY BE SUSTAINED AS A RESULT OF CLAIMS, DEMANDS, COST OR JUDGMENTS ARISING OUT OF THE LOCATION OF THE OBSTRUCTION WITHIN THE EASEMENTS OR RIGHT OF WAY INCLUDING ITS REASONABLE COST IN DEFENDING AGAINST ANY SUCH CLAIMS.~ THE PROPERTY OWNER FURTHER AGREES TO RELEASE AND DISCHARGE THE CITY OF AUBURN FROM ANY DAMAGES TO THE IRRIGATION SYSTEM ARISING FROM ANY WORK OR MAINTENANCE WORK WITHIN THE GRANTED EASEMENT OR RIGHT OF WAY OR ANY DAMAGES TO THE IRRIGATIONS SYSTEM RESULTING FROM ITS PLACEMENT WITHIN THE EASEMENT OR RIGHT OF WAY.~ IRRIGATION SYSTEMS ARE LIMITED TO ONLY LATERALS BEING PLACED WITHIN ANY EASEMENTS OR RIGHT OF WAY.
8. LOT 1 SHALL NOT TAKE DIRECT ACCESS OFF WEBSTER ROAD. LOT 1 WILL TAKE ACCESS OFF THE ADJACENT ACCESS EASEMENT LOCATED ON LOT 2 THAT IS INTENDED FOR FUTURE STREET RIGHT OF WAY.
9. ACCORDING TO FEMA FIRM MAP NO. 01081C0184H, PANEL 184 OF 381, FIRM MAP NO. 01081C0182H PANEL 182 OF 381, FIRM MAP NO. 01081C0181H, PANEL 181 OF 381, AND FIRM MAP NO. 01081C0183H, PANEL 183 OF 381 FOR THE COUNTY OF LEE COUNTY, AL, EFFECTIVE DATE JANUARY 17, 2025, THE PROPERTY LIES IN ZONE X.
10. THE PURPOSE OF THIS PLAT IS TO CREATE 2 LOTS (LOT 1 AND LOT 2).



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	1472.40'	126.85'	126.81'	S 03°12'08" E
C2	90.00'	120.91'	112.02'	S 32°48'55" W

ADJOINER PROPERTY LIST

1. 43 08 07 35 0 000 038.000
   BELL CHARLES H
   532 HAMILTON HILL DR
   AUBURN, AL 36830
2. 43 08 07 35 0 000 037.000
   BELL CHARLES H
   532 HAMILTON HILL DR
   AUBURN, AL 36830
3. 43 08 07 35 0 000 015.000
   BELLWOOD PROPERTY OWNERS ASSOCIATION INC
   532 HAMILTON HILL DR
   AUBURN, AL 36830
4. 43 08 07 35 0 000 018.000
   JOHN ALAN ROBINSON REVOCABLE TRUST & ROBINSON JOHN ALAN REVOCABLE TRUST & ROBINSON JOHN ALAN TRUS
   1893 BELLWOOD PLACE
   AUBURN, AL 36832

CITY OF AUBURN, ALABAMA:

APPROVED BY THE AUBURN CITY COUNCIL, AUBURN, ALABAMA:

MAYOR:_____ DATE:_____

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

PLANNING DIRECTOR:_____ DATE:_____

APPROVED BY THE AUBURN CITY ENGINEER:

CITY ENGINEER: _____ DATE:_____

N
W E
S

SCALE: 1"= 200'

200 100 0 200 400
SCALE IN FEET

WEBSTER ROAD SUBDIVISION
SEC. 34 T19 N Rg 25 E
LEE COUNTY ALABAMA
SCALE: 1"=200' AUGUST 13, 2025
ARTHUR R. NETTLES, AL. P.L.S. REG. NO. 23346
ALABAMA CERT. OF AUTH. CA. NO. 922

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

JOB NO	BB12225.06
DRAWN	ARN/CSM/LAS
CREW CHIEF	TTM

2004 Yarbrough Drive, Ste A
Opelika, Alabama 36801
Phone: (334) 444-8001
Web:www.baseline-llc.com
BASELINE
SURVEYING & DESIGN, LLC

Agenda Item Summary

Item No. 9 a 1

Council Meeting Date	October 7, 2025
Department	Engineering Services
Submitted By	Brandy Ezelle
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 one (1) stop sign, one (1) 25 MPH speed limit sign, four (4) one-way signs, four (4) regulatory roundabout yield/circulation signs and four (4) roundabout circulation signs located in the Woodward Oaks Subdivision, Phase 5 (See Exhibit A).

Why is Council action needed?

City Council must approve the installation of traffic control signs 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:

a. To establish and set one (1) stop sign in the Woodward Oaks Subdivision, Phase 5. This will enable the City to install:

   One (1) stop sign at the intersection of James Burt Pkwy and W Farmville Rd.

b. To establish and set one (1) 25 MPH speed limit sign in the Woodward Oaks Subdivision, Phase 5. This will enable the City to install:

   One (1) 25 MPH sign along James Burt Pkwy.

c. To establish and set four (4) one-way signs in the Woodward Oaks Subdivision, Phase 5. This will enable the City to install:

   Four (4) one-way signs in the roundabout on James Burt Pkwy at Burts Gap Loop.

d. To establish and set four (4) regulatory roundabout yield/circulation signs in the Woodward Oaks Subdivision, Phase 5. This will enable the City to install:

   Two (2) regulatory roundabout yield/circulation signs on Burts Gap Loop at James Burt Parkway
   Two (2) regulatory roundabout yield/circulation signs on James Burt Parkway at Burts Gap Loop.

e. To establish and set four (4) roundabout warning signs in the Woodward Oaks Subdivision, Phase 5. This will enable the City to install:

   Two (2) roundabout circulation signs on Burts Gap Loop at James Burt Pkwy
   Two (2) roundabout circulation signs along James Burt Parkway at Burts Gap Loop.

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 7th day of October 2025.

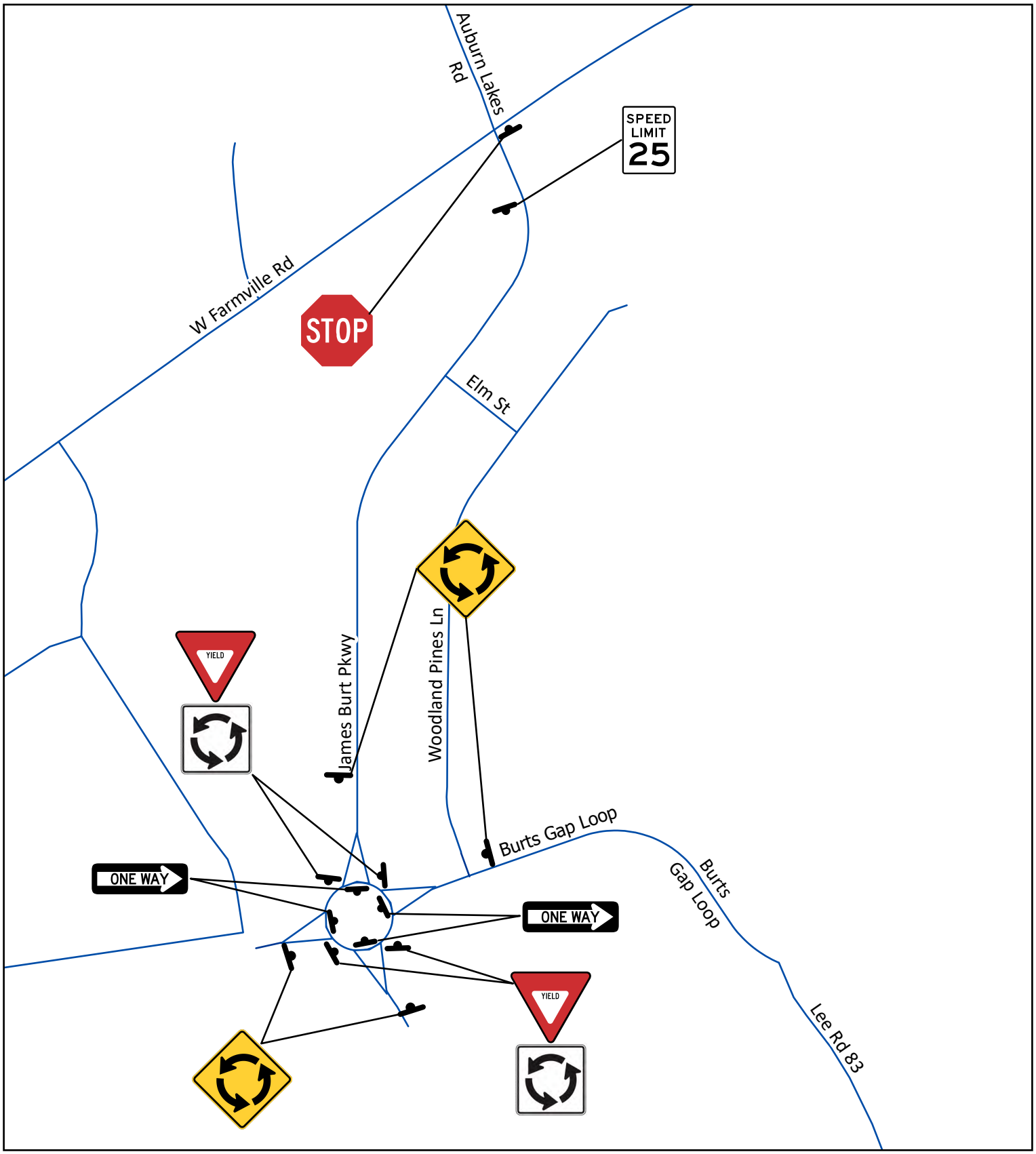
_____
Mayor

ATTEST:

_____
City Manager

Woodward Oaks Phase 5 Sign Map

Exhibit A



N

0 112.5 225 450

Feet

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.

Engineering Services
09/18/2025

Agenda Item Summary

Item No. 9 a 2

Council Meeting Date	October 7, 2025
Department	Engineering Services
Submitted By	Brandy Ezelle
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 the following traffic control signs at various locations along City of Auburn streets:

- Two (2) stop signs and one (1) 25 MPH speed limit sign located in the Arbor Woods Subdivision (See Exhibit A)
- One (1) stop sign and one (1) 25 MPH speed limit sign located in the Asheton Glenn Subdivision (See Exhibit B)
- Two (2) stop signs and one (1) 25 MPH speed limit sign located in the High Grove Subdivision (See Exhibit C)
- Three (3) stop signs located in the Mimms Trail Subdivision, 13th Addition (See Exhibit D)
- Two (2) stop signs and one (1) 25 MPH speed limit sign located in the Old Samford Pod 2 Subdivision (See Exhibit E)
- Four (4) stop signs and one (1) 25 MPH speed limit sign located in the Quail Chase Phase 1&2 Subdivision (See Exhibit F)
- One (1) stop sign and one (1) 25 MPH speed limit sign located in the Rockhouse Farms Subdivision (See Exhibit G)
- Six (6) stop signs located in the Preserve Phase 6 Subdivision (See Exhibit H)

Why is Council action needed?

City Council must approve the installation of traffic control signs 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?: N/A

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:

a. To establish and set two (2) stop signs and one (1) 25 MPH speed limit sign in the Arbor Woods Subdivision. This will enable the City to install:

   One (1) stop sign at the intersection of Harrogate Ln and Habersham Dr.
   One (1) stop sign at the intersection of Sandhill Rd and Habersham Dr.
   One (1) 25 MPH speed limit sign along Habersham Dr.

b. To establish and set one (1) stop sign and one (1) 25 MPH speed limit sign in the Asheton Glenn Subdivision. This will enable the City to install:

   One (1) stop sign at the intersection of Watercrest Dr and Bethesda Ct.
   One (1) 25 MPH speed limit sign along Bethesda Ct.

c. To establish and set two (2) stop signs and one (1) 25 MPH speed limit sign in the High Grove Subdivision. This will enable the City to install:

   One (1) stop sign at the intersection of Shell Toomer Pkwy and Larkhill Ln.
   One (1) stop sign at the intersection of Conifer Ln and Larkhill Ln.
   One (1) 25 MPH speed limit sign along Larkhill Ln.

d. To establish and set three (3) stop signs in the Mimms Trail Subdivision, 13th Addition. This will enable the City to install:

   One (1) stop sign at the intersection of Shagbark Ln and Rutland Rd.
   Two (2) stop signs at the intersection of Rutland Rd and Mimms Trl.

e. To establish and set two (2) stop signs and one (1) 25 MPH speed limit sign in the Old Samford Pod 2 Subdivision. This will enable the City to install:

   One (1) stop sign at the intersection of Shadow Bend Ln and Kennesaw Ln.
   One (1) stop sign at the intersection of Forge St and Kennesaw Ln.
   One (1) 25 MPH speed limit sign along Shadow Bend Ln

f. To establish and set four (4) stop signs and one (1) 25 MPH speed limit sign in the Quail Chase Phase 1 & 2 Subdivision. This will enable the City to install:

   One (1) stop sign at the intersection of Green Briar Ln and Winchester Ln.
   One (1) stop sign at the intersection of Green Briar Ln and Whippoorwill St.
   One (1) stop sign at the intersection of Mrs James Rd/Lee Rd 81 and Green Briar Ln.
   One (1) stop sign at the intersection of Winchester Ln and Retriever Cv.
   One (1) 25 MPH speed limit sign along Green Briar Ln.

g. To establish and set one (1) stop sign and one (1) 25 MPH speed limit sign in the Rockhouse Farms Subdivision. This will enable the City to install:

   One (1) stop sign at the intersection of Bridlewood Dr and Rockhouse Farms Rd.
   One (1) 25 MPH speed limit sign along Rockhouse Farms Rd.

h. To establish and set six (6) stop signs in the Preserve Phase 6 Subdivision. This will enable the City to install:

One (1) stop sign at the intersection of Bluebird Dr and Forrest Cv.
One (1) stop sign at the intersection of Bluebird Dr and Finn Ter.
Two (2) stop signs at the intersection of Cedar Pl and Bluebird Dr.
One (1) stop sign at the intersection of Bluebird Dr and Beaver Dr.
One (1) stop sign at the intersection of Beaver Dr and Forrest Cv.

SECTION 2. That this Ordinance shall be subject to all terms, conditions, definitions, time periods and rules as provided by Act 2006-574 and Act 2017-120, except that the time period shall only be as specified in Section 1 above and not for all years thereafter.

SECTION 3. That a certified copy of this Ordinance be forwarded by the City Manager to the Alabama Department of Revenue to be recorded and posted on the Department website.

SECTION 4. This Ordinance shall become effective immediately.

SECTION 5. 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 therefore.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of October 2025.

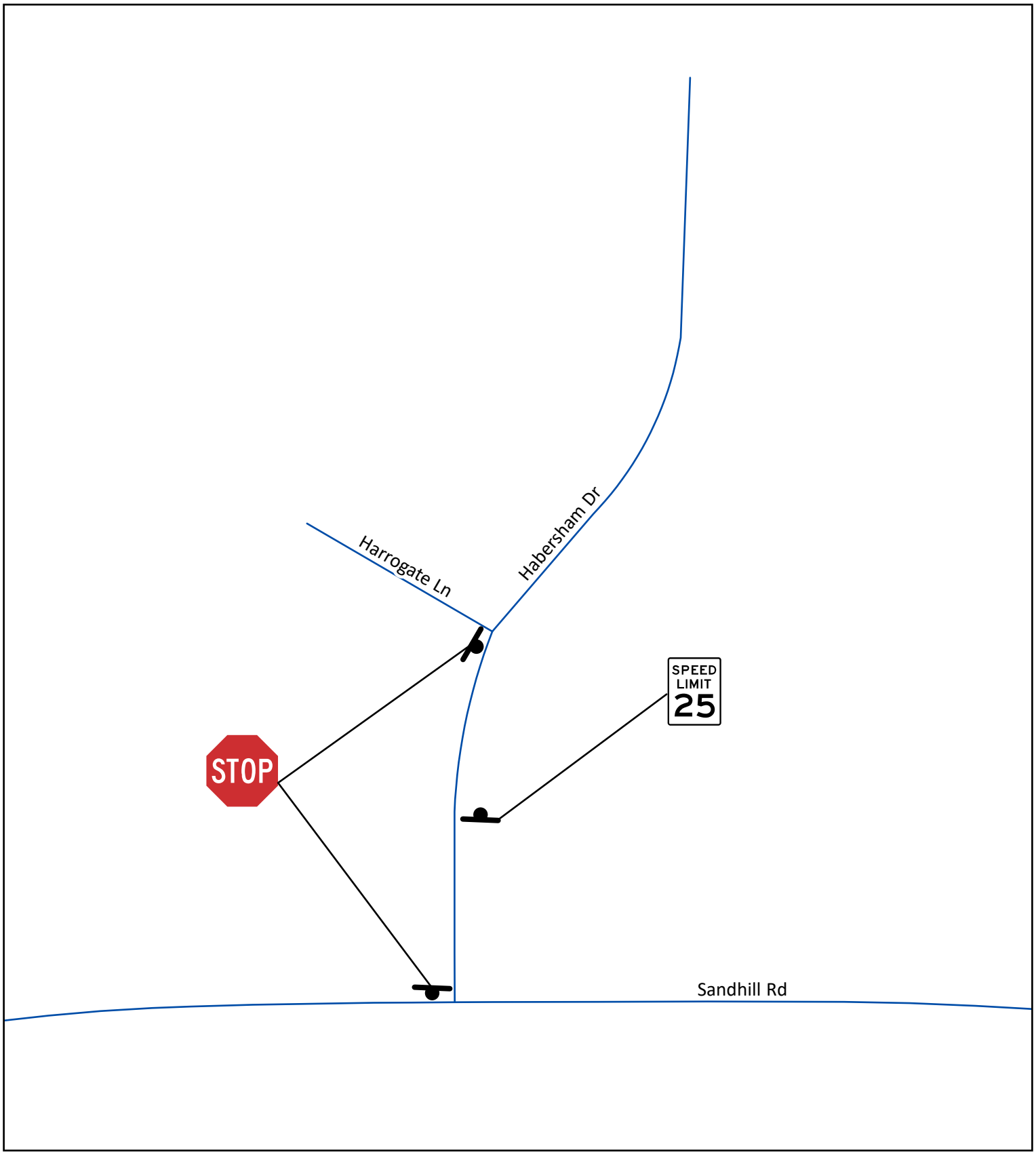
_____
Mayor

ATTEST:

_____
City Manager

Arborwoods Subdivision

Exhibit A



N

0 55 110 220

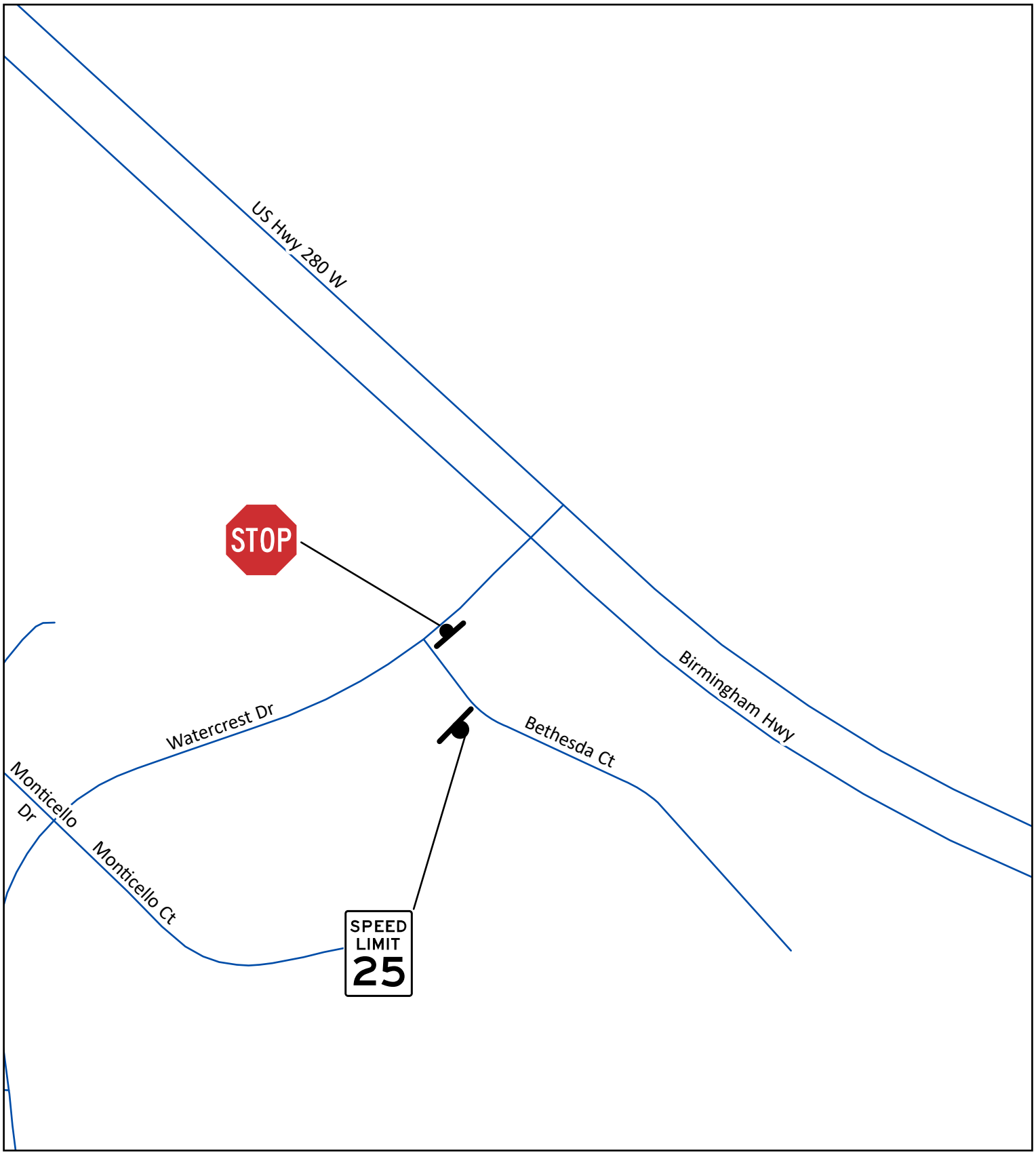
Feet

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Engineering Services
08/25/2025

Asheton Glenn Subdivision

Exhibit B



N

0 112.5 225 450

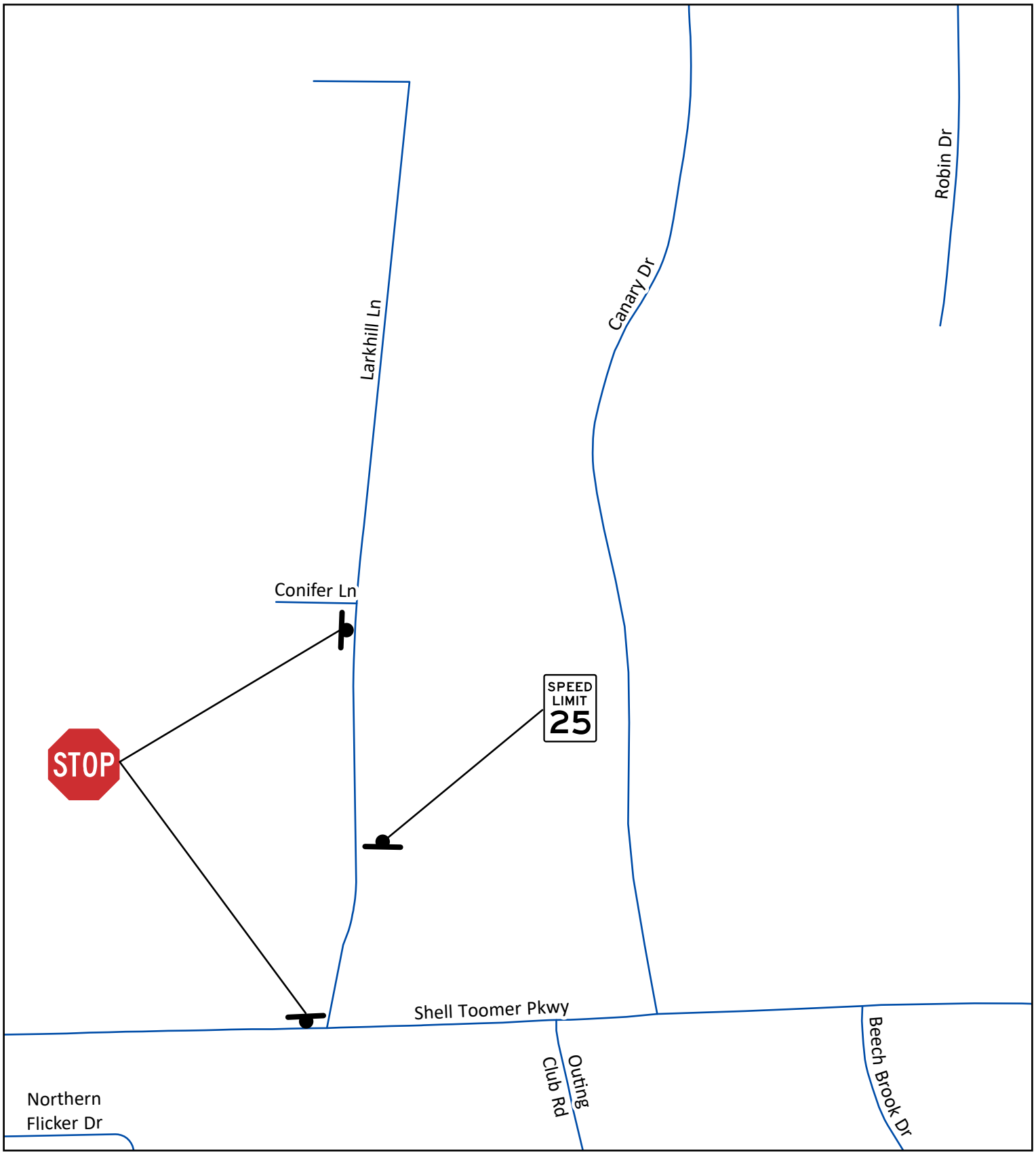
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Engineering Services
08/25/2025

High Grove Subdivision

Exhibit C



N

0 150 300 600

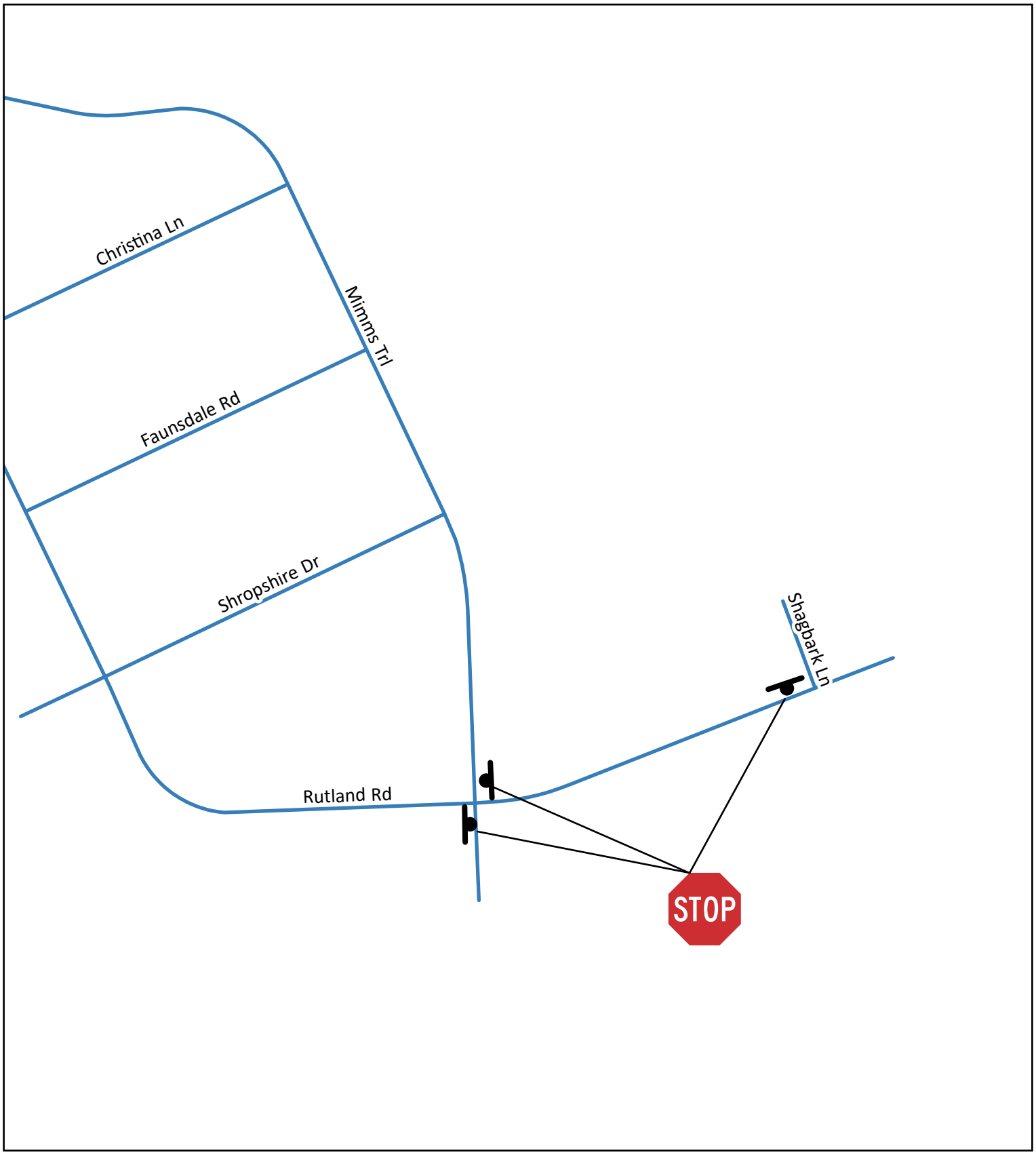
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Engineering Services
08/25/2025

Mimms Trail Subdivision, 13th Addition

Exhibit D



N

0 112.5 225 450

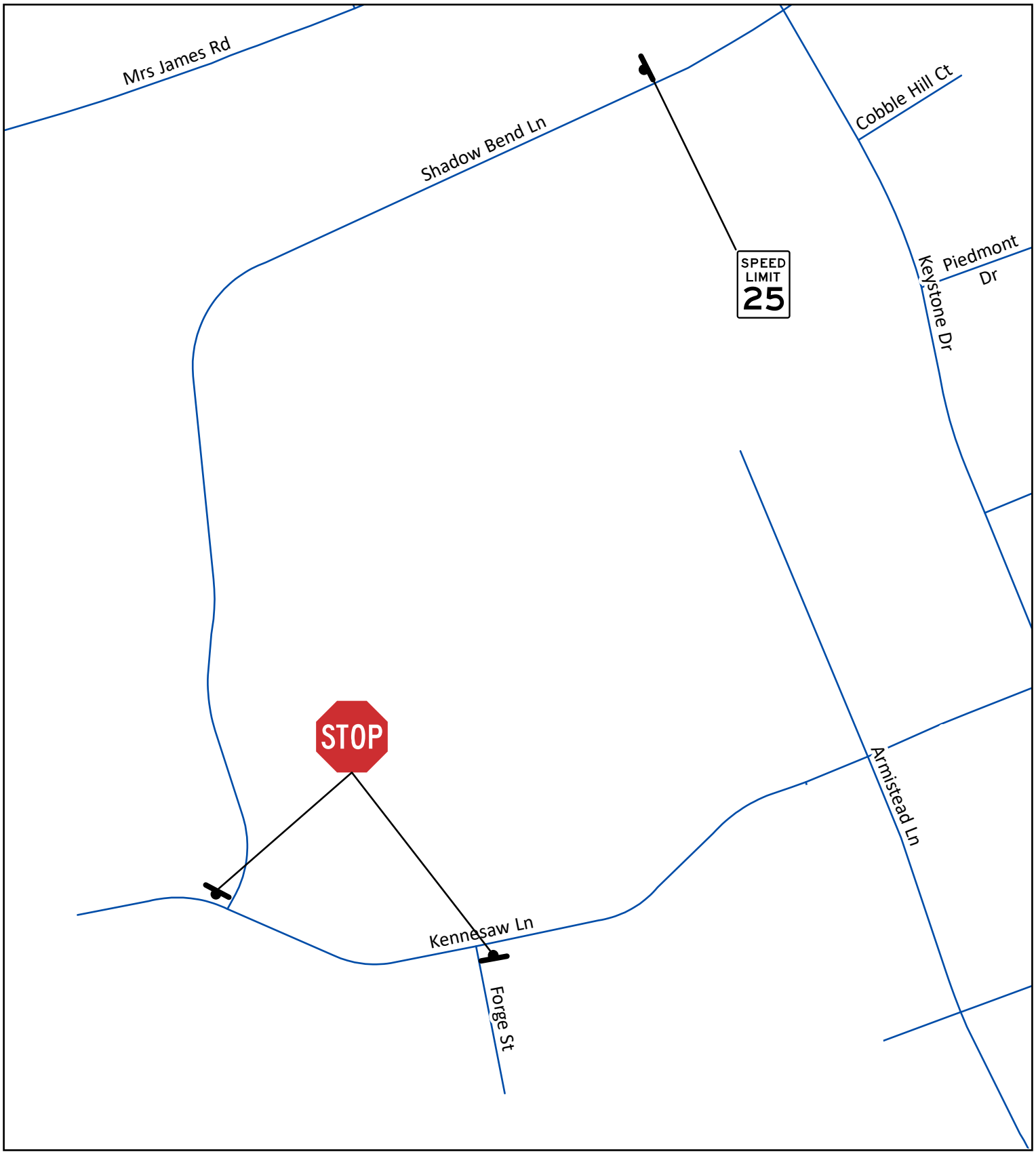
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Engineering Services
09/05/2025

Old Samford Pod 2 Subdivision

Exhibit E



N

0 112.5 225 450

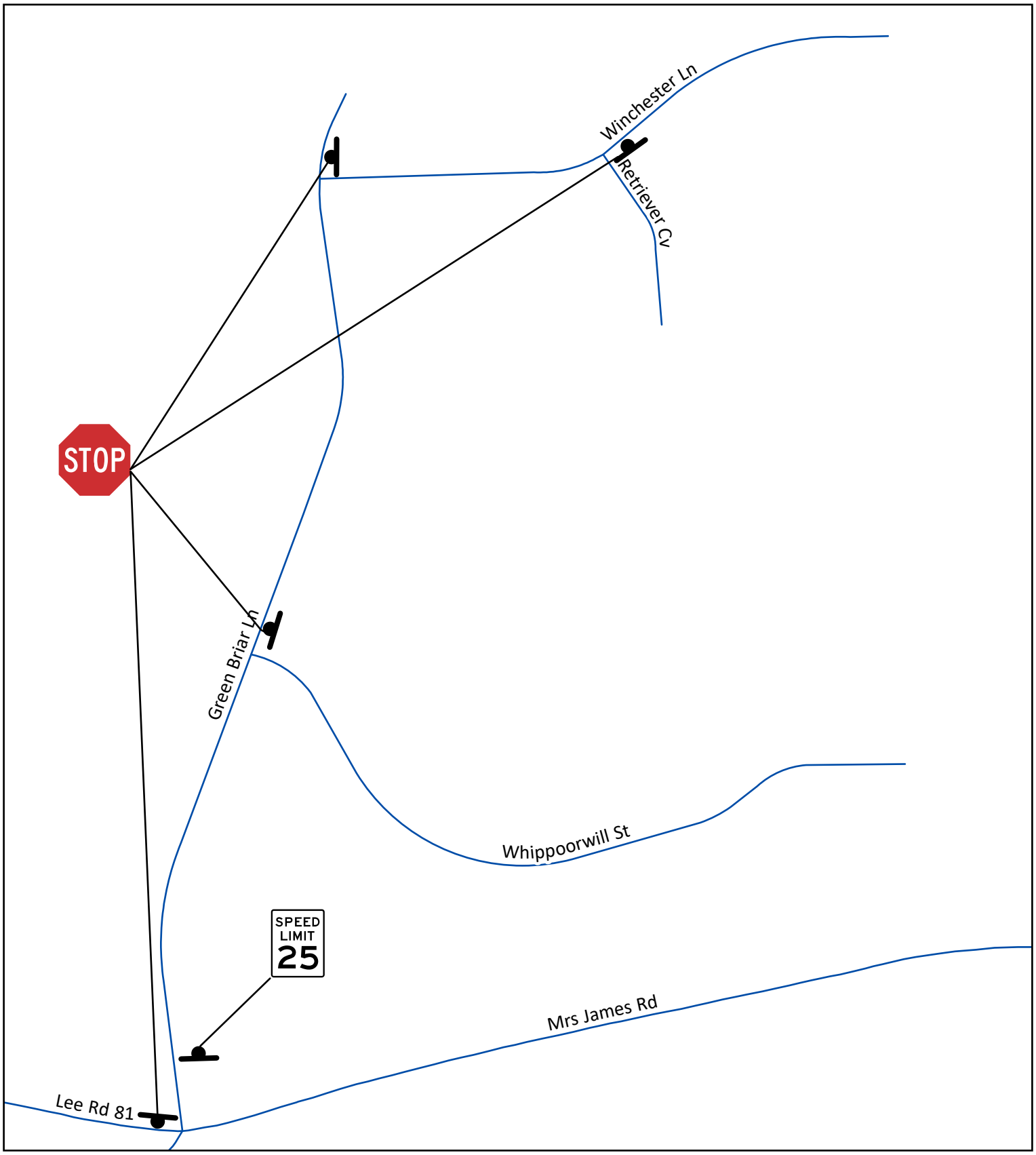
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Engineering Services
08/26/2025

Quail Chase Phase 1 & 2 Subdivision

Exhibit F



N

0 170 340 680

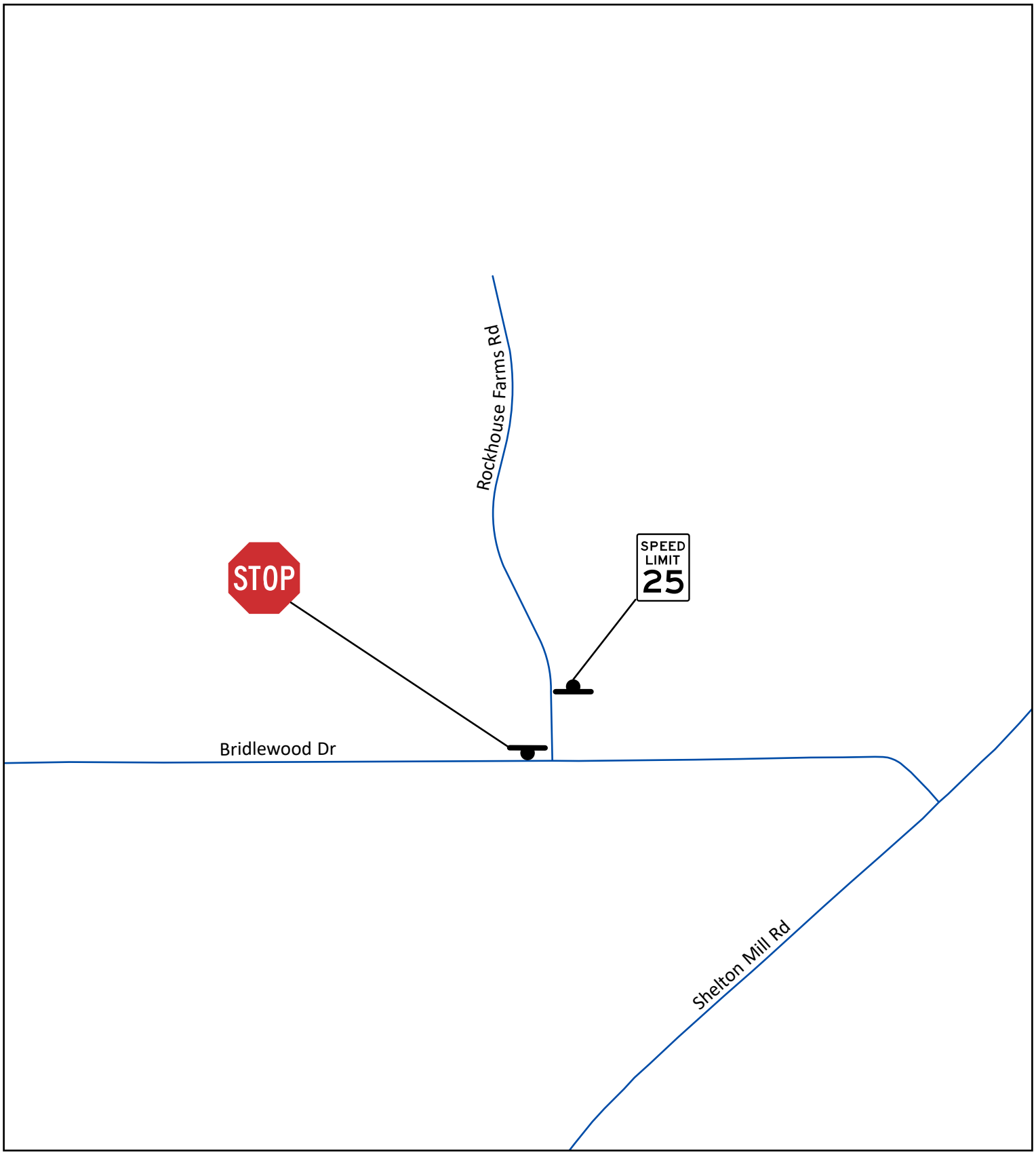
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Engineering Services
08/26/2025

Rockhouse Farms Subdivision

Exhibit G



N

0 187.5 375 750

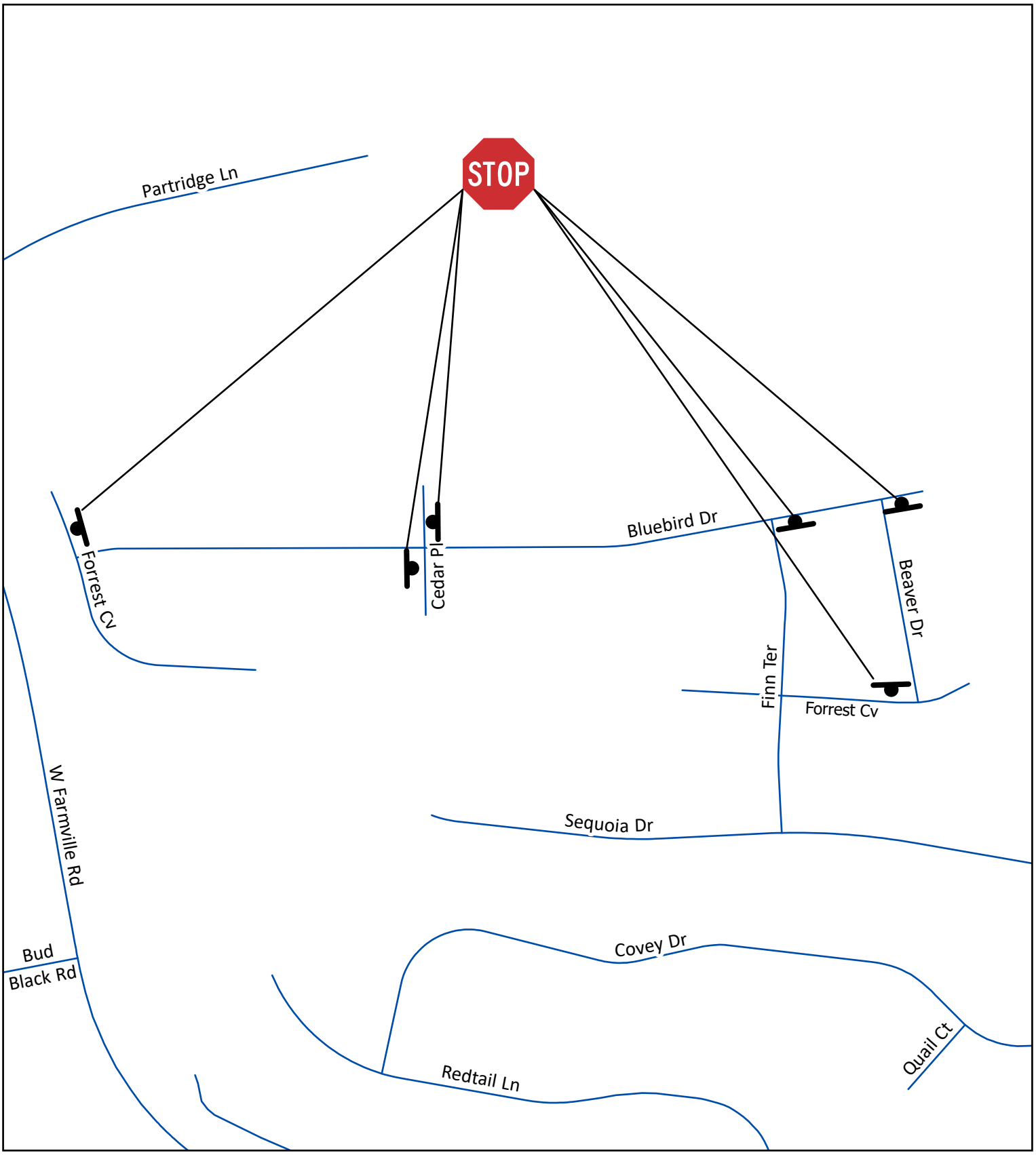
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Engineering Services
08/26/2025

The Preserve Phase 6 Subdivision

Exhibit H



N

0 170 340 680

Feet

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Engineering Services
09/17/2025

Agenda Item Summary

Item No. 9 b 1

Council Meeting Date	October 7, 2025
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Ordinances

Public Hearing
Required

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

Kadre Engineering
c/o Lee Tharp
Authorized Representative
P.O. Box 101205
Irondale, AL 35210

Description of item under consideration

Greenwood Village Pre-zoning. Pre-zoning of approximately 53.5 acres to Development District Housing (DDH) (Case RZ-2025-013). The subject property is located on West Farmville Road between Pepperwood Trail and Auburn Lakes Road. The Planning Commission recommended denial by a vote of 2-7 at its August 14, 2025, meeting. The attached Planning Commission staff report provides a detailed analysis of the pre-zoning request.

Why is Council action needed?

Section 906.02 of the Zoning Ordinance provides that City Council shall take action to approve or deny rezoning requests.

Is this a budgeted item?: N/A

City of Auburn Planning Commission
Pre-zoning Request
Case RZ-2025-013
Greenwood Village – DDH

Meeting Date: August 14, 2025

Applicant: Lee Tharp, Kadre Engineering, on behalf of Lora G. Samples

Request: Pre-zoning of approximately 53.5 acres to Development District Housing (DDH)

Zoning Ordinance requires: Upon application, the Planning Commission shall, after giving 15 days' notice, conduct a public hearing on the proposed amendment. The Planning Commission shall consider and make recommendations on all proposed amendments, taking into account: (1) the testimony at the hearing; (2) a site inspection of the property in question; (3) the recommendations from interested official bodies; and (4) the standards for map amendments.

Location: North side of West Farmville Road (Lee Road 72) between Pepperwood Trail (Lee Road 91) and Auburn Lakes Road

Reviewed by: Reid Bearden, Planner

Discussion: The applicant is requesting to pre-zone the subject property to Development District Housing (DDH). A subsequent request to apply the Planned Development District (PDD) designation to the subject property has also been made (RZ-2025-014).

Current Zoning: Outside City Limits

Surrounding Zoning/Use:

Direction	Zoning	Land Use
North	Outside of City Limits	Vacant
South	Rural (R)	Institutional (Woodland Pines Elementary School)
East	Outside of City Limits & Rural (R)	Single-Family Residential
West	Limited Development District (LDD) & ACT 99-577	Single-family residential & Auburn University

Property Description: The subject property is comprised of approximately 53.5 acres and is currently vacant. The property is located on the north side of West Farmville Road, north of Woodland Pines Elementary School, and directly west of Auburn Lakes Road.

Previous Action Related to this Site: This request had previously made it to Planning Commission but was withdrawn prior to the meeting.

Greenway/Greenspace Impact & Bike Plan Facilities: According to the Greenway and Greenspace Master Plan, bike paths are proposed along West Farmville Road. There are no proposed greenways that affect this property.

Land Use Plan Designation: The Future Land Use Map in the Comprehensive Plan 2030 designates this property as Rural. This allows for single-family detached residential at a density of one (1) dwelling unit per three (3) acres, as well as agricultural and other uses as permitted in the Rural zoning district. The proposed rezoning and accompanying development of 146 single-family detached units are not consistent with this designation

Major Street Plan Impact: None.

Analysis: The applicant is requesting to pre-zone the subject property to Development District Housing (DDH) and apply the Planned Development District (PDD) overlay to the property prior to annexation. The ability to pre-zone property prior to annexation is granted to municipalities by Section 11.52.85 of the Code of Alabama. While the Code of Alabama does not allow municipalities to zone properties outside of the corporate limits, this section of the code allows municipalities the ability to pre-zone properties that are actively seeking annexation. The pre-zoning becomes null and void if the annexation of the pre-zoned property is not approved within 180 days of the approved pre-zoning. The "pre-zoning" provision in the State Code effectively allows a property owner to not annex into the city limits should they not obtain the zoning they are seeking. A Master Development Plan (MDP) and written report have been provided to accompany the subsequent PDD request (RZ-2025-014). The plan proposes 146 performance single-family detached units, approximately 20.97 acres (39.2%) of open space, and two future commercial lots. Applying the Planned Development District (PDD) overlay to the subject property would allow the applicant to develop the property in a manner more consistent with the proposed Master Development Plan.

Staff Recommended Conditions:

None

General Staff Comments:

Planning:

1. *The approval of this request is based on the approval of the accompanying PDD rezoning request (RZ-2025-014).*
2. *Public sewer access must be expanded and accessible to the property upon approval of the rezoning requests.*
3. *A Development Agreement will be required to accompany both of the rezoning requests related to this property (RZ-2025-013 & RZ-2025-014).*
4. *Occupancy in the DDH zone is limited to the "Family" definition as per Section 203 of the City of Auburn Zoning Ordinance.*

Engineering:

1. *An engineering certification has been submitted.*

2. *A traffic impact study has been submitted and is under review. All improvements recommended in the traffic study must be installed with the development of the property.*

Water Resource Management:

1. *The Water Works Board of the City of Auburn can provide water service to this area.*
2. *Property is located in the Saugahatchee Creek Watershed.*
3. *Sanitary sewer is available to this development through off-site easement. Costs associated with expansion of the existing sanitary sewer system are the responsibility of the Developer. A development agreement is needed requiring expansion of the gravity sewer system to the development.*
4. *Streams and wetlands are present on this property, a wetland delineation shall be provided during DRT.*

RESOLUTION
OF THE
AUBURN PLANNING COMMISSION

Case:	Greenwood Village DDH (Case RZ-2025-013)
Subject:	The applicant is requesting to prezone approximately 53.5 acres from Rural (R) to Development District Housing (DDH)
Location:	Northside of West Farmville Road (Lee Road 72) between Pepperwood Trail (Lee Road 91) and Auburn Lakes Road
Applicant:	Lee Tharp, Kadre Engineering, on behalf of Lora G. Samples
Property Zoned:	Outside of City Limits

Commission Action

BE IT RESOLVED by the Planning Commission of the City of Auburn that the request to prezone approximately 53.5 acres from Rural (R) to Development District Housing (DDH), marked "Received" July 18, 2025, Auburn Planning Commission Case RZ-2025-013, is hereby **DENIED.**

STATE OF ALABAMA
LEE COUNTY

I, Justice Wahid Cotton, Director of Planning for the Auburn Planning Commission, do hereby certify that the above is a true and correct copy of a Resolution duly adopted by the Auburn Planning Commission at its meeting held August 14, 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 14th day of August, 2025.



Justice Wahid Cotton, AICP, Director of Planning

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND ORDINANCE NO. 1883 OF THE CITY OF AUBURN, DATED DECEMBER 21, 1999, AS AMENDED, TO PRE-ZONE APPROXIMATELY 53.53 ACRES, LOCATED ON THE NORTH SIDE OF WEST FARMVILLE ROAD, IN BETWEEN PEPPERWOOD TRAIL AND AUBURN LAKES ROAD, TO DEVELOPMENT DISTRICT HOUSING (DDH).

(GREENWOOD VILLAGE DDH – RZ-2025-013)

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

Section 1. That Ordinance No. 1883 of the City of Auburn, Alabama dated December 21, 1999, as amended by subsequent amendments, is further amended in the following respect:

The zoning map of the City of Auburn, Alabama, which is made an exhibit to and is a part of said Ordinance No. 1883, is amended to pre-zone approximately 53.53 acres, located on the north side of West Farmville Road, in between Pepperwood Trail and Auburn Lakes Road, to Development District Housing (DDH).

Commencing at a found ½" rebar at the Northeast corner of Lot 26, Highlands Subdivision, Sector 1 as recorded in plat book 27 at page 17 in the Office of the Judge of Probate for Lee County, Alabama, thence North 88'50'28"; east, 10.29 feet to a found 1.2" rebar in the Western Right of Way for Lee Road 091; thence North 89'41'15" East, 41.09 feet to a found ¾" open top iron pin by T. Richard Fuller (TRF), said pin is at the Northwestern corner of the Samples Property and is the Point of Beginning of said property escribed herein: from the POINT OF BEGINNING, then North 89'54'33" Esat, a distance of 235.31 feet to a found ½" rebar by Zack D Sprayberry (ZDS); thence North 80'34'20" East, a distance of 100.00 feet to a found ½" rebar at a fence corner; thence North 00'39'19" East, a distance of 475.65 feet to a found 1" open top pin (disturbed) at the Southwest corner of Lot 1, Golden Subdivision (plat book 36, page 197); thence along Lot 1, North 89'2711" East, a distance of 1783.30 feet to a found ¾" open top iron pin (disturbed); thence along the West line of the Landreth Property South 05'55'28" East, a distance of 542.45 feet to a found ¾" open top iron pin in the North right of way of Lee Road 72 (Farmville Road); thence along the North right of way of said road South 54'30'38" West, a distance of 610.18 feet to a set ½" rebar by Precision Surveying (CA788) at the accepted road station 24+12.22 to the beginning of the curve concave to the northwest, having a radius of 3324.67 feet and a chord of South 65'38'18" West, 1283.29 feet to a found concrete right of way monument at sta 11+03.40; thence South 76'45'57" west tangent to said curve, a distance of 362.24 feet to a concrete right of way monument sta 7+40; thence along the curve of the North right of way for Lee Road

72 along a curve concave to the south having a radius of 4623.92 feet and a chord which bears South 75’44’51” west 162.99 feet for an arc distance of 163.00 feet to a set ½” rebar (CA788); thence along a curve concave to the east having a radius of 1676.07 feet and a chord which bears North 04’53’44” East 196.21 feet for an arc distance of 1296.32 feet to the Point of Beginning.

Said parcel is referenced as being described in deed book 2623, page 535 and is bounded on the West by Lee Road 91, the Northwest by Auburn University property, on the North by Golden Subdivision, Lot 1, on the East by the Landreth property, on the south be Lee Road 72. Containing 53.53 acres, more or less and lying in Section 2, Township 19 North, Range 25 Eat, Auburn, Lee County, Alabama.

Section 2. If any section or provision of this ordinance be declared invalid or unconstitutional by judgment or decree of a court of competent jurisdiction, such judgment or decree shall not affect any other section or provision of this ordinance.

Section 3. This ordinance shall take effect upon its approval by the City Council or upon its otherwise becoming law, but shall be published as required by law and codified as part of the Code of Auburn, Alabama.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of October, 2025.

_____
Mayor

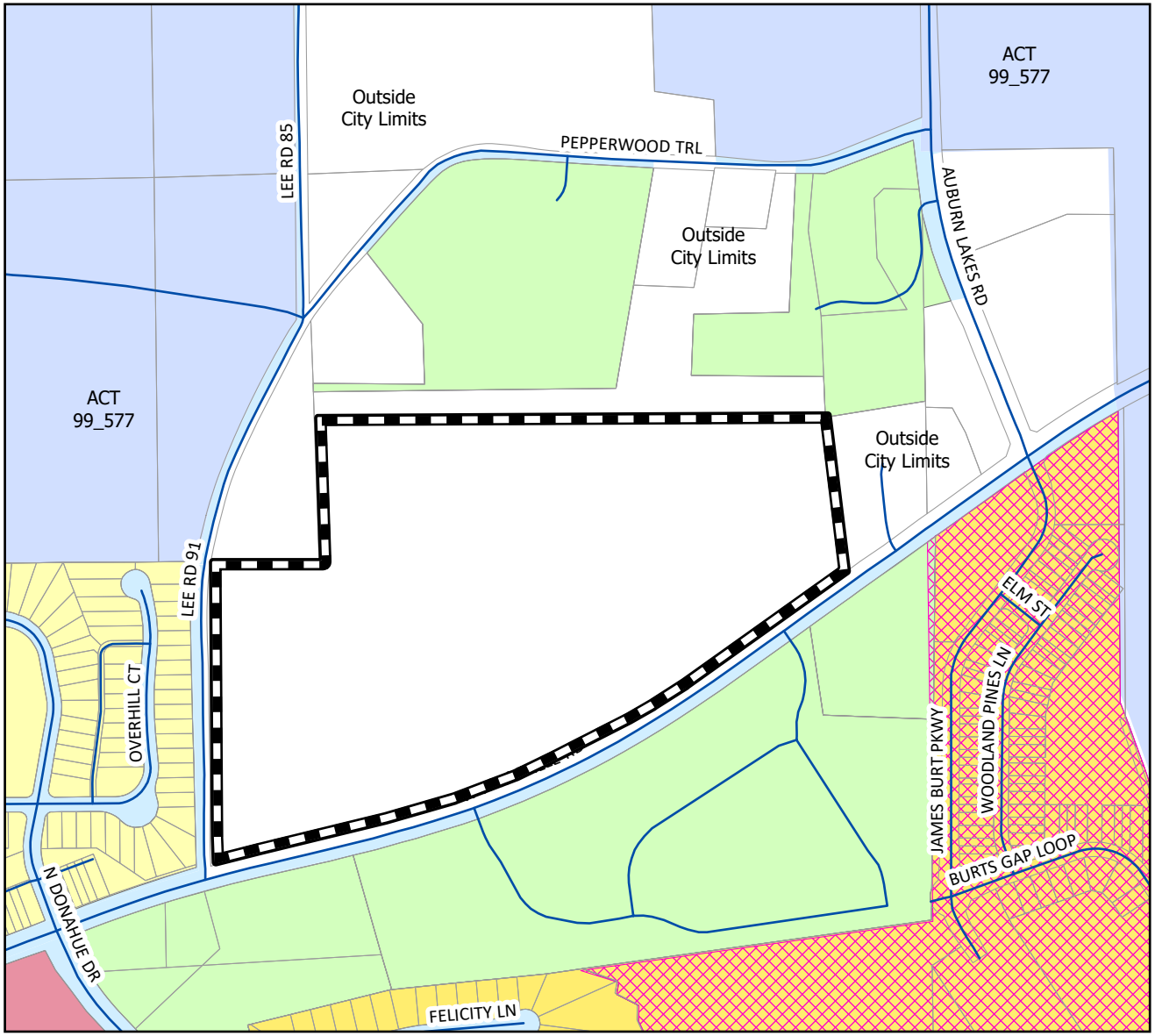
ATTEST:

_____
City Manager

Greenwood Village DDH

Pre-zoning Request

Case # RZ-2025-013



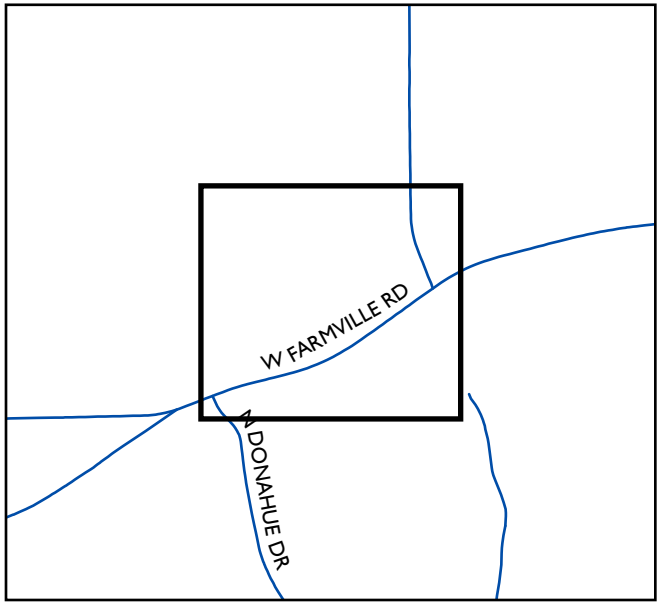
Subject Property

0 220 440 880

Feet

The Planning Commission will consider a request to pre-zone 53.5 acres to Development District Housing (DDH) (pending approval of AX-2025-009).

Vicinity Map



PUBLIC HEARING NOTICE

The Planning Commission will meet **08/14/2025** in the Council Chambers at 141 N. Ross St. at **5:00 PM**. Please call 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.
08/12/2025

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

Agenda Item Summary

Item No. 9 b 2

Council Meeting Date	October 7, 2025
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Ordinances

Public Hearing
Required

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

Kadre Engineering
c/o Lee Tharp
Authorized Representative
P.O. Box 101205
Irondale AL, 35210

Description of item under consideration

Greenwood Village Pre-zoning PDD. Pre-zoning of approximately 53.5 acres from Development District Housing (DDH) to Planned Development District (PDD) designation (Case RZ-2025-014). The subject property is located on West Farmville Road between Pepperwood Trail and Auburn Lakes Road. The Planning Commission recommended approval of this request by a vote of 5-4 at its August 14, 2025, meeting. The attached Planning Commission staff report provides a detailed analysis of the pre-zoning request.

Why is Council action needed?

Section 906.02 of the Zoning Ordinance provides that City Council shall take action to approve or deny rezoning requests.

Is this a budgeted item?: N/A

City of Auburn Planning Commission
Planned Development District
Case RZ-2025-014
Greenwood Village – PDD Pre-Zoning

Meeting Date:	August 14, 2025
Applicant:	Lee Tharp, Kadre Engineering, on behalf of Lora G. Samples
Request:	The applicant is requesting to pre-zone approximately 53.5 acres with the Planned Development District (PDD)
Zoning Ordinance requires:	Upon application, the Planning Commission shall, after giving 15 days' notice, conduct a public hearing on the proposed amendment. The Planning Commission shall consider and make recommendations on all proposed amendments, taking into account: (1) the testimony at the hearing; (2) a site inspection of the property in question; (3) the recommendations from interested official bodies; and (4) the standards for map amendments.
Location:	North side of West Farmville Road (Lee Road 72) between Pepperwood Trail (Lee Road 91) and Auburn Lakes Road
Reviewed by:	Reid Bearden, Planner
Discussion:	The applicant is seeking to pre-zone approximately 53.5 acres with the Planned Development District (PDD) overlay designation. A Master Development Plan (MDP) and written report have been provided. The plan proposes 146 performance single-family detached units, approximately 20.97 acres (39.2%) of open space, and two future commercial lots. The applicant is seeking two incentives. To allow a ten-foot decrease to the required minimum lot width in a single-family performance subdivision and an up to 20% increase to allowable floor area ratio (FAR) in exchange for providing an approximately 20-acre park and recreation area and parking in rear of future commercial.
Recommendation:	**Forward to City Council with a recommendation for denial due to the proposed use not being compatible with the future land use designation.**
Current Zoning:	Development District Housing (DDH) (pending approval of RZ-2025-013& AX-2025-009)

Surrounding Zoning/Use:

Direction	Zoning	Land Use
North	Outside of City Limits	Vacant
South	Rural (R)	Institutional (Woodland Pines Elementary School)
East	Outside of City Limits & Rural (R)	Single-Family Residential
West	Limited Development District (LDD) & ACT 99-577	Single-family residential & Auburn University

Property Description: The subject property is comprised of approximately 53.5 acres and is currently vacant. The property is located on the north side of West Farmville Road and Woodland Pines Elementary School, west of Auburn Lakes Road.

Previous Action Related to this Site: This request had previously made it to Planning Commission but was withdrawn prior to the meeting.

Greenway/Greenspace Impact & Bike Plan Facilities: According to the Greenway and Greenspace Master Plan, bike paths are proposed along West Farmville Road. There are no proposed greenways that affect this property.

Land Use Plan Designation: The Future Land Use Map in the Comprehensive Plan 2030 designates this property as Rural. This allows for single-family detached residential at a density of one (1) dwelling unit per three (3) acres, as well as agricultural and other uses as permitted in the Rural zoning district. The proposed rezoning and accompanying development of 146 single-family detached units are not consistent with this designation

Major Street Plan Impact: The property is located on the future outer loop road. Upon development, additional right-of-way may be needed along Farmville Road.

Analysis: The request is for a recommendation to City Council to pre-zone 53.5 acres with the PDD designation located on the north side of West Farmville Road (Lee Road 72) between Pepperwood Trail (Lee Road 91) and Auburn Lakes Road. The ability to pre-zone property prior to annexation is granted to municipalities by Section 11.52.85 of the Code of Alabama, this section of the code allows municipalities the ability to pre-zone properties that are actively seeking annexation (AX-2025-009). The pre-zoning becomes null and void if the annexation of the property is not approved within 180 days of the approved pre-zoning. The applicant has proposed a subdivision consisting of 146 performance single-family detached units, approximately 20.97 acres (39.2%) of open space, and two future commercial lots.

Section 504 highlights the fundamental purposes and requirements of the Planned Development District (PDD) overlay and those include the following:

- Intended to allow for mixed uses
- To be applied only in areas zoned DDH, MDRD, NRD, CDD, LDD, RDD, CRD, SCCD, and ICD.
- Properties zoned PDD are meant to be subject to both PDD requirements and those of the base zone

- The base zone determines lot area, setback, bulk regulations, parking, maximum floor area ratio and impervious surface ratio, maximum gross density and minimum open space ratio (for residential uses), and the minimum site area and lot width for nonresidential uses.
- The PDD overlay is intended to regulate the permitted and conditional uses, the mixed-use development components, and the maximum percentage of allowable dwelling units in a commercial/residential development.

Section 504.01 minimum size and ownership – The proposed PDD must be at least 10 acres and under single ownership.

The proposed PDD is approximately 53.5 acres and is under single ownership, thereby meeting this requirement.

Section 504.02 Uses Permitted on Approval – All conditional uses set forth on Table 4-1 for PDD are allowed if approved by City Council. Mixed-use developments are allowed within the PDD provided the maximum gross density, minimum open space ratio and maximum density factor is the same as the base district from which the site was rezoned. Approval of the MDP shall constitute conditional use approval for performance residential uses set forth in the MDP.

The plan proposes performance residential uses (single-family detached residences), which would be approved as part of the master development plan. The plan also includes two lots for commercial use which would be reviewed upon submitting a conditional use request.

Section 504.03 Connection between uses and adjoining development – PDDs should be connected between uses onsite and those off site. The design of any planned uses is to be harmonious not only between uses, but with adjacent uses as well.

The proposed development shows two new access points, one along West Farmville Road and the other along Pepperwood Trail (Lee Road 91). Both of the new access points will extend public streets to and through the requested PDD. Sidewalks would be required as part of any subdivision plat associated with the project. The applicant has indicated that internal sidewalks would be provided along both sides of all streets within the proposed subdivision that would terminate at the Farmville Road right-of-way where no future sidewalks are proposed.

Section 504.05 Development Incentives – These are to be provided upon written request of the developer.

The applicant is seeking two incentives. One is to allow a ten-foot decrease to the required minimum lot width in a single-family performance subdivision. The minimum lot width for a performance single-family detached development within the Development District Housing zoning district is 50 feet, so the decrease of 10 feet would allow properties within the PDD a minimum lot width of 40 feet. The second would allow an up to 20% increase to allowable floor area ratio (FAR). The maximum FAR for a performance single-family detached lot is 35%, so an increase of 20% would allow properties within the PDD a maximum FAR of 42%.

The incentives would move the Master Development Plan forward, allowing the applicant to develop the proposed 146 dwelling units. This number of dwelling units maintains a total density of 2.73 du/ac, which

is still significantly less than the 5.50 du/ac maximum allowed for performance residential subdivisions within the DDH zoning district.

The applicant states: "The reduction in minimum lot width would allow a 40' wide lot. This would benefit the development with allowing for a more diverse unit type that could be provided by the developer without a significant loss in available density on the property. This would also allow the development to be at a lower price point to promote affordability to buyers, which is at a low inventory within the city. The up to 20% increase in allowable FAR would allow for additional diversity in unit type on the 40' wide lots such that homes in excess of 2,000 sf could be constructed without impacting the proposed ISR on each individual lot and therefore minimizing impervious surface created by the development."

In exchange for these incentives, the applicant proposes to provide an approximately 20-acre private neighborhood park and recreation area that will be maintained by the developer and/or the homeowners' association and rear parking for the future commercial lots. Only one of the exchanges will be realized through the Master Development Plan as there is no real timeline for the buildout of the commercial lots and subsequent rear parking exchange.

The applicant states: "The exchange benefits the public by providing a local park area to the north side of Auburn where none exist now, without the tax burden of a publicly maintained park operated by the City's Parks and Recreation Department. This exchange would promote public health and wellness for both residents of the new neighborhood as well as the public at large. The incentive of an increased far would benefit the public by bringing additional diversity to the available housing types in the auburn market without creating additional impact on existing public infrastructure because it would not have an effect on the density of the project."

Section 505. Master Development Plan – A Master Development Plan is a conceptual drawing that provides for the coordinated development of a specific area. A Master Development Plan is required when a request is made for PDD zoning.

According to Section 505.03 the staff report shall address the following findings:

(A) As to the suitability of the site for the planned development zoning proposed and the relation of the proposed development to the surrounding areas as it relates to existing and probable future development.

The subject property is currently vacant and undisturbed. The surrounding area is mostly developed with a variety of lot sizes. There is a mixture of existing lots that utilize West Farmville Road for access that are inside and outside of the city limits. The Highlands Subdivision, a larger subdivision, is also located in the area and has access to West Farmville Road. The properties in the area have future land use designations of Low-Density Residential, Neighborhood Preservation, and Rural.

The applicant is proposing to construct 146 single-family detached residences. Within the DDH zoning district, the maximum gross density for performance development is 5.50 du/ac (294 maximum dwelling units), so the development's current density of 2.73 du/ac makes the proposed development consistent with the DDH density standards. Applying the Planned Development District (PDD) overlay to the subject property would move the Master Development Plan forward, allowing the applicant to develop the proposed 146 dwelling units, the park and recreation area, and the eventual commercial lots.

(B) As to the suitability of proposed streets to adequately carry anticipated traffic, and whether increased densities will generate traffic in such an amount as to overload the street network outside the development site.

From West Farmville Road, the subject property is approximately 1.3 miles west of North College Street and 0.5 miles east of North Donahue Drive. West Farmville Road is classified as an arterial street and is maintained by the city. The proposed single family residential development is expected to generate approximately 124 total trips in the morning peak hour (31 entering and 93 exiting trips), approximately 129 total trips in the afternoon school peak hour (78 entering and 51 existing trips), and approximately 165 total trips in the afternoon commuter peak hour (104 entering and 61 exiting trips). A traffic impact analysis has been provided as part of the application. Infrastructure improvements recommended in the study would be required to be installed with the development.

(C) As to access to utilities and proposed utility services that will be adequate for the population densities proposed.

The site can be served by the Auburn Water Works Board. The applicant stated in the written report that the development will have access to water service via an existing public water main in the Farmville Road right-of-way. A public water main will be extended alongside the city street and will provide hydrants for fire protection. Sanitary sewer is not directly available to the site. System expansion is needed to serve the development. Off-site easements are needed for system expansion. The nearest existing public sewer main is located on the south side of the lot containing Woodland Pines Elementary School. The sanitary sewer main will need to be extended across Farmville Road to serve the proposed development. The City of Auburn can provide sanitary sewer service to the area through an off-site easement.

The applicant states that "Sanitary Sewer service will be provided via a sanitary sewer main extension to the existing 8" City of Auburn sanitary sewer main located on the south side of the Woodland Pines Elementary School property. The main extension will access this existing main by routing south through the Woodland Pines Elementary School property via force main and a new public utility easement to connect to the existing City of Auburn manhole."

(D) As to proper justification for the development proposed, including commercial, and its consistency with the Land Use Plan and adopted development policy of the City of Auburn.

Applying the Planned Development District (PDD) overlay to the subject property would allow the applicant to develop the property in a manner more consistent with the proposed Master Development Plan. The request to rezone the property to DDH if combined with the PDD zoning and Master Development Plan represented by this rezoning request would make the proposed development compatible.

(E) As to the impact the proposed development would have on local natural resources in the general area.

The subject property has an existing stream running north to south through it that will separate the east and west sides of the development. The applicant indicates it will remain undisturbed and will be incorporated into the proposed park and recreation area. There is up to an approximately 80-foot elevation change across the property that will create significant challenges in transitioning grades across

the property's topography. The DDH zoning district requires 30% of open space for residential uses, which equates to approximately 14.69 acres for this development. The MDP shows 39.2% of the subject property's residential area (approximately 20.97 acres) preserved as open space. The open space areas include slight slopes, streams, and three detention ponds. Of the total open space calculated, approximately 20-acres will be included as part of the park and recreation area. Additionally, any required bufferyards in subdivisions where such bufferyards are located inside residential lots shall not count toward the fulfillment of designated open space requirements.

(F) As to whether the applicant submitted the application and all relevant materials and adequately addressed all the information required in the written report. The applicant's written report shall be submitted as part of the Planning Department's staff report.

The applicant submitted all relevant materials necessary to adequately review the proposal.

(G) As to the proposed development compliance with this Ordinance, the Land Use Plan and other plans, maps, and ordinance adopted by the City to guide its growth and development.

The DDH district is intended to promote conventional and performance single-family housing and/or provide a transition between the NC and the CDD. For properties in the DDH zone with no PDD overlay, performance residential uses are permitted conditionally. Application of the PDD designation serves as conditional use approval for performance residential housing types shown on the MDP. The PDD designation is intended to encourage flexibility in mixtures of housing types and land uses, open space, and the preservation of significant natural features. The goal of the development in which buildings, land use, transportation facilities, utility systems and open spaces are integrated through an overall design. Through a master development plan for the subject property, allowable uses, densities, street and building configuration, open space, amenities, and buffering shall be established.

Staff Recommended Conditions:

Planning:

1. *In order for development to exceed 60%, lots at Final Plat approval, construction of agreed upon park amenities must occur (Pavilions, Trails, Playgrounds, Gazebos)*

Staff Comments:

Planning:

1. *The proposal does not align with the current future land use designation of Rural, hence the recommendation for denial.*
2. *The development shall be substantially consistent with the master plan narrative and MDP.*
3. *Should City Council approve this development, an updated MDP that satisfied requirements of the zoning ordinance will be required within 90 days, as well as any additional conditions of approval as specified by either the Planning Commission or City Council.*
4. *According to Section 504.05, any proposed improvements to the park and recreation area must be approved by the Planning Director and Parks and Recreation Director. This exchange cannot be offered in conjunction with the open space improvement unless approved by the Director of Parks and Recreation.*
5. *The parks and recreation areas must be owned and maintained by the developer and/or a homeowners' association.*

6. *Parking for the private park can't take access from West Farmville Road.*
7. *Access from the East side of the development to the park will be addressed at final.*
8. *An updated MDP must be provided that includes the changed location of the Park amenities and parking.*

Engineering Services:

1. *An engineering certification has been submitted.*
2. *A traffic impact study has been submitted and is under review. All improvements recommended in the traffic study must be installed with the proposed development.*
3. *Left and right turn lanes will be required on Farmville Road at the eastern development access point (Street A) and at Lee Road 91.*
4. *Improvements to Lee Road 91 will be required. The extents of these improvements are being coordinated with Lee County.*
5. *Additional right-of-way on West Farmville Road will be required to accommodate the future outer loop road.*
6. *A pedestrian trail, or other pedestrian connectivity, is recommended between the east and west sides of the development. It is also recommended that pedestrian access to Woodland Pines Elementary School be evaluated as part of the DRT submittal.*
7. *A Development Agreement will be required to address off-site infrastructure.*

Water Resource Management:

1. *The Water Works Board of the City of Auburn can provide water service to this area.*
2. *Property is located in the Saugahatchee Creek Watershed.*
3. *Sanitary sewer is available to this development through off-site easement. Costs associated with expansion of the existing sanitary sewer system are the responsibility of the Developer. A development agreement is needed requiring expansion of the gravity sewer system to the development.*
4. *Streams and wetlands are present on this property, a wetland delineation shall be provided during DRT.*

RESOLUTION
OF THE
AUBURN PLANNING COMMISSION

Case:	Greenwood Village PDD (Case RZ-2025-014)
Subject:	The applicant is requesting prezone approximately 53.5 acres with the Planned Development District (PDD)
Location:	Northside of West Farmville Road (Lee Road 72) between Pepperwood Trail (Lee Road 91) and Auburn Lakes Road
Applicant:	Lee Tharp, Kadre Engineering, on behalf of Lora G. Samples
Property Zoned:	Development District Housing (DDH) (pending approval of RZ-2025-013 & AX-2025-009)

Commission Action

BE IT RESOLVED by the Planning Commission of the City of Auburn that the request to prezone approximately 53.5 acres with the Planned Development District (PDD), marked "Received" July 18, 2025, Auburn Planning Commission Case RZ-2025-014, is hereby **APPROVED.**

STATE OF ALABAMA
LEE COUNTY

I, Justice Wahid Cotton, Director of Planning for the Auburn Planning Commission, do hereby certify that the above is a true and correct copy of a Resolution duly adopted by the Auburn Planning Commission at its meeting held August 14, 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 14th day of August, 2025.



Justice Wahid Cotton, AICP, Director of Planning

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND ORDINANCE NO. 1883 OF THE CITY OF AUBURN, DATED DECEMBER 21, 1999, AS AMENDED, TO PRE-ZONE APPROXIMATELY 53.53 ACRES LOCATED ON THE NORTH SIDE OF WEST FARMVILLE ROAD, IN BETWEEN PEPPERWOOD TRAIL AND AUBURN LAKES ROAD TO PLANNED DEVELOPMENT DISTRICT (PDD).

(GREENWOOD VILLAGE PDD – RZ-2025-014)

WHEREAS, the subject property considered in this rezoning request is within the City of Auburn corporate limits; and,

WHEREAS, the City Council finds that the proposed Master Development Plan, as shown on Exhibit B, as attached, for the Greenwood Village PDD will result in a desirable development within the City of Auburn and provide needed housing and commercial space for future residents; and,

WHEREAS, the request to pre-zone to Planned Development District meets the standards set forth in Article 5, Section 505.03, of the Zoning Ordinance; and,

WHEREAS, the City Council desires to apply the Planned Development District overlay to the subject property and create the Greenwood Village Planned Development District.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Auburn, Alabama, that the Master Development Plan, consisting of Exhibits A and B for Greenwood Village is hereby approved, as follows:

Section 1. The development of the Greenwood Village PDD shall be substantially consistent with the following Exhibits and the conditions set forth in Section 2:

Exhibit A: Master Development Plan – Greenwood Village PDD, prepared by Kadre Engineering dated Received July 18, 2025.

Exhibit B: Written Report – Greenwood Village PDD prepared by Kadre Engineering dated July 18, 2025.

Section 2. The development of the site shall be subject to all City of Auburn ordinances and regulations.

Section 3. This ordinance shall take effect upon its approval by the City Council or upon its otherwise becoming law, but shall be published as required by law and codified as part of the Code of Auburn, Alabama.

SECTION 4. That Ordinance No. 1883 of the City of Auburn, Alabama dated December 21, 1999, as amended by subsequent amendments is further amended in the following respect:

The zoning map of the City of Auburn, Alabama, which is made an exhibit to and is a part of said Ordinance No. 1883, is amended to rezone approximately 53.53 acres located on the North side of West Farmville Road, in between Pepperwood Trail and Auburn Lakes Road, from Development District Housing (DDH) to Planned Development District (PDD). The following describes the real property:

Commencing at a found ½" rebar at the Northeast corner of Lot 26, Highlands Subdivision, Sector 1 as recorded in plat book 27 at page 17 in the Office of the Judge of Probate for Lee County, Alabama, thence North 88'50'28"; east, 10.29 feet to a found 1.2" rebar in the Western Right of Way for Lee Road 091; thence North 89'41'15" East, 41.09 feet to a found ¾" open top iron pin by T. Richard Fuller (TRF), said pin is at the Northwestern corner of the Samples Property and is the Point of Beginning of said property escribed herein: from the POINT OF BEGINNING, then North 89'54'33" Esat, a distance of 235.31 feet to a found ½" rebar by Zack D Sprayberry (ZDS); thence North 80'34'20" East, a distance of 100.00 feet to a found ½" rebar at a fence corner; thence North 00'39'19" East, a distance of 475.65 feet to a found 1" open top pin (disturbed) at the Southwest corner of Lot 1, Golden Subdivision (plat book 36, page 197); thence along Lot 1, North 89'2711" East, a distance of 1783.30 feet to a found ¾" open top iron pin (disturbed); thence along the West line of the Landreth Property South 05'55'28" East, a distance of 542.45 feet to a found ¾" open top iron pin in the North right of way of Lee Road 72 (Farmville Road); thence along the North right of way of said road South 54'30'38" West, a distance of 610.18 feet to a set ½" rebar by Precision Surveying (CA788) at the accepted road station 24+12.22 to the beginning of the curve concave to the northwest, having a radius of 3324.67 feet and a chord of South 65'38'18" West, 1283.29 feet to a found concrete right of way monument at sta 11+03.40; thence South 76'45'57" west tangent to said curve, a distance of 362.24 feet to a concrete right of way monument sta 7+40; thence along the curve of the North right of way for Lee Road 72 along a curve concave to the south having a radius of 4623.92 feet and a chord which bears South 75'44'51" west 162.99 feet for an arc distance of 163.00 feet to a set ½" rebar (CA788); thence along a curve concave to the east having a radius of 1676.07 feet and a chord which bears North 04'53'44" East 196.21 feet for an arc distance of 1296.32 feet to the Point of Beginning.

Said parcel is referenced as being described in deed book 2623, page 535 and is bounded on the West by Lee Road 91, the Northwest by Auburn University property, on

the North by Golden Subdivision, Lot 1, on the East by the Landreth property, on the south be Lee Road 72. Containing 53.53 acres, more or less and lying in Section 2, Township 19 North, Range 25 East, Auburn, Lee County, Alabama.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of October 2025.

_____
Mayor

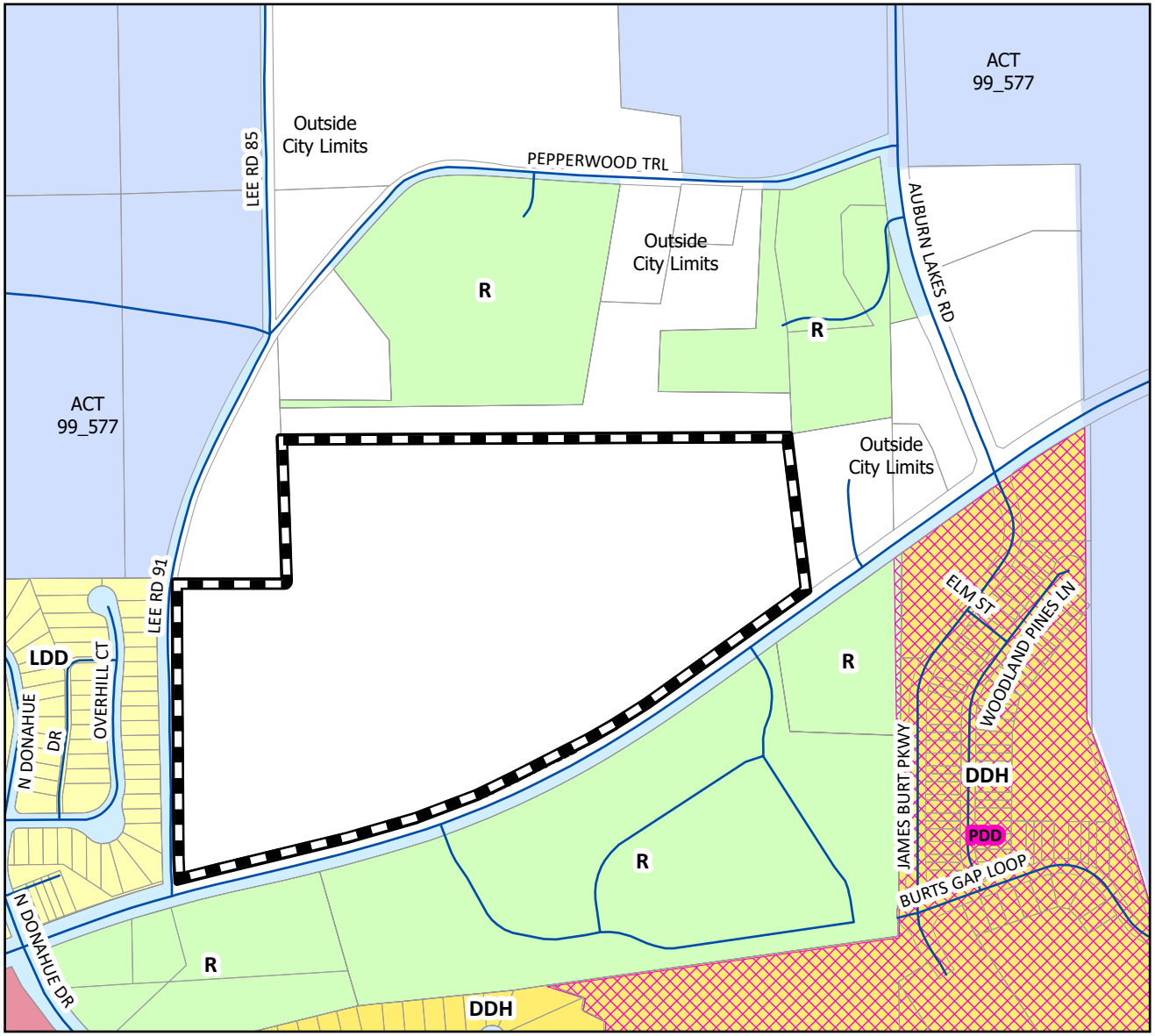
ATTEST:

_____
City Manager

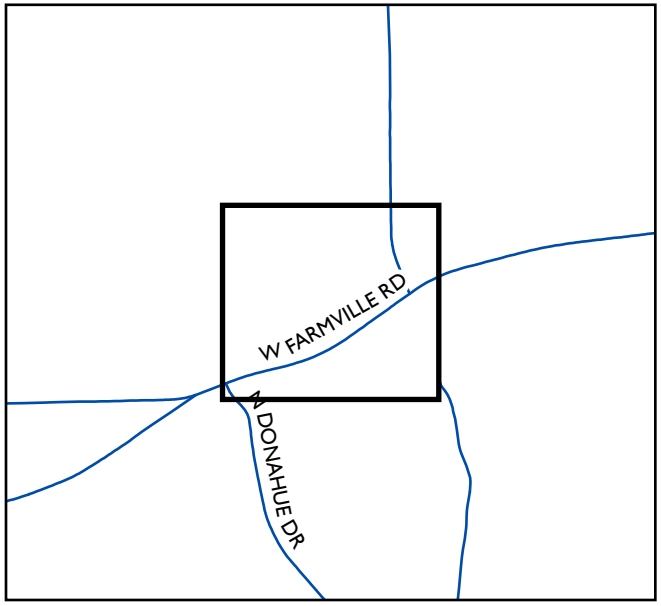
Greenwood Village PDD

Pre-zoning Request

Case # Rz-2025-014



Vicinity Map



PUBLIC HEARING NOTICE

The Planning Commission will meet **08/14/2025** in the Council Chambers at 141 N. Ross St. at **5:00 PM**. Please call the City of Auburn Planning Department at **(334)501-3040** for additional information.

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

Subject Property

0 220 440 880

Feet

The Planning Commission will consider a request to apply the Planned Development District (PDD) designation to approximately 53.5 acres in the Development District Housing (DDH) zoning district (pending approval of AX-2025-009 & RZ-2025-013)

N

Planning Dept.
08/12/2025

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.

Master Development Plan
Written Report

A master development plan must be accompanied by a written report, to be adopted as a part of the master development plan. The following information must be completed as accurately as possible. No written report will be accepted unless all issues in this report are addressed. The Planning Director may waive some requirements upon a determination that they are not applicable to the proposed application.

Upon approval, the written statement shall become a component of the Master Development Plan and shall be binding upon all future development on the proposed site.

If additional space is needed, please attach another sheet.

1. What are the methods of screening and buffering especially where incompatible land use configurations necessitate protection for the proposed development or surrounding development?

A 25' wide buffer will be maintained around the entire perimeter where applicable and where grades allow. Existing vegetation within the 25' buffer will be maintained where grades allow, and new plantings will be provided within the 25' buffer where clearing is necessary in those areas for site development to provide adequate screening where screening for adjacent incompatible land uses are required.

2. What are the provisions for creation, use and maintenance of open space and recreation areas?

Open space required per the zoning ordinance will be platted as a designated lot within the subdivision and shall be owned and maintained by the Greenwood Village Home Owner's Association. The development will provide several amenities within the designated open space including open "play" field areas, natural walking trails throughout the open space, parking lot access for public use and access to the open space if access is allowed by the City of Auburn, and a children's playground with associated equipment should budget allow.

3. What are the significant natural topographical and natural features of the subject property and how will the natural features of the land be preserved or protected?

The property contains isolated wetlands along an existing intermittent stream that bisects the east and west sides of the proposed development. The rest of the property slopes significantly from the stream uphill to the east and west approximately 90' and 70', respectively.

4. Describe the general provisions for pedestrian and bicycle circulation throughout the development.

4' wide sidewalks with a 2' greenspace at the back of curb will be provided along both sides of all streets within the proposed subdivision, meeting the City of Auburn's standards. The sidewalks will end at the Farmville Road right of way, where no future sidewalks are proposed. A bicycle parking area will be provided near the primary access for the community and publicly access open space, should access be allowed by the City of Auburn.

5. Specifying how roads, waste disposal, water supply, fire protection, and utilities will be provided, with approximate timing and location, including closest sewer and community waterlines and capacity to serve this development.

Several new roads will be constructed with the development, including two new road connections to Farmville Road to provide access to the east and west sides of the development. All new roads will be constructed as local residential streets to be owned and maintained by the City of Auburn, with the exception of improvements of Lee County Road 91 on the west side of the development to City of Auburn Standards for use as the primary access point for the west side of the development. Waste disposal will be provided by the City of Auburn with individual cans for each lot and weekly trash pickup service. Two new 8" water main connections will provide domestic water and fire service supply to the development by making new connection to the existing 12" City of Auburn water main located in the northern right of way of Farmville Road. An analysis of flow and capacity of the existing 12" water main and proposed 8" water mains is provided as an attachment to this narrative to represent the adequacy of the City's infrastructure to serve the development. Sanitary Sewer service will be provided via a sanitary sewer main extension to the existing 8" City of Auburn sanitary sewer main located on the south side of the Woodland Pines Elementary School property. The main extension will access this existing main by routing south through the the Woodland Pines Elementary School property and two properties in the Donahue Ridge subdivision via gravity main extension and a new public utility easement to connect to an existing City of Auburn manhole.

6. Is the water supply adequate to serve the proposed development? (Attach a statement from the water resource provider.)

The water supply was confirmed to be adequate by Water Resource Management.

7. Describe how amenities are to be provided (sidewalks, open space, parks, recreational facilities, streetlights, landscaping) including approximate timing and location.

4' wide sidewalks with a 2' greenspace at the back of curb will be provided along both sides of all streets within the proposed subdivision, meeting the City of Auburn's standards. The sidewalks will end at the Farmville Road right of way, where no future sidewalks are proposed. A bicycle parking area will be provided near the primary access for the community park and recreation area. Streetlighting will be provided along the new city streets meeting the City of Auburn standards. Proposed landscaping will be provided in the perimeter buffers, main entrances to either side of the development, and throughout the subdivision to meet the City of Auburn standards. The community open space will be provided with amenities such as open "play" field areas, natural walking trails through the open space, parking lot access if allowed by the City of Auburn, and a children's playground with associated equipment should budget allow. The amenities provided in the open space will constitute a designated community park and recreation area which is provided as an incentive for the development. Proposed amenities will be provided throughout the platted open space, however the primary access point for these amenities will be located near the west entrance to the development. All open space amenities will be provided upon final build out of the last unit.

8. What is the projected population and anticipated impact of the development upon existing utilities and community facilities and services including, but not limited to water, electricity, sewer and solid waste disposal, schools and parks, police and fire protection?

The development proposes 146 single family detached residential units varying from 2 to 5 bedroom floor plans with a projected population of approximately 439 individuals. The proposed development will not create any adverse effects on the available public services or utilities as confirmed with the City of Auburn Water Resources Management, Auburn City Schools, and Tallapoosa Electric Cooperative.

9. What is the projected trip generation for the entire project at completion? If projected trip generation is of sufficient magnitude to significantly increase traffic, thereby reducing the level of service on one or more abutting or surrounding streets, or where existing demonstrable traffic problems have already been identified such as high number of accidents, substandard road design or surface, or the road is near, at, or over capacity, a traffic impact study is necessary. Attach a transportation impact report if required.

Projected trip generation for the development in the AM peak hour is 124 total trips and 165 total trips for the PM peak hour. A report of traffic impact analysis is provided as an attachment to this narrative.

10. What type of commercial development is proposed, including total square footage, setback, building coverage and height, impervious surfaces and off-street parking?

Two commercial outparcels of varying size are proposed on the eastern and western frontages of Farmville Road for future commercial development. No commercial development on these parcels is proposed with this project. The commercial outparcels are to be included in this PDD overlay in order to allow for multiple commercial development uses subject to Conditional Use approval by the City of Auburn Planning Commission and City Council.

11. What is the development schedule including projected build-out date? *(See attached development schedule form)*

Proposed development schedule is provided in the development schedule form.

12. Attach a valid legal description of the property of the total proposed site.

Valid legal description is provided as an attachment to this narrative.

13. Attach a copy of the design standards, if required.

Not applicable

14. What are the applicant's intentions with regard to the future selling or leasing of all or portions of the planned development, such as land areas, dwelling units, etc.

All dwelling units will be sold on a fee simple basis. The proposed commercial outparcels on the eastern and western frontages of Farmville Road will be sold for future commercial development, with all future land uses of the commercial outparcels to require conditional use approval by the City of Auburn Planning Commission and City Council.

15. Other relevant information to assist in evaluating the character and impact of the proposed planned development.

Facade renderings, floor plans, and a colored rendering of the proposed site plan are provided as an attachment to this narrative to provide context on the proposed development.

DEVELOPMENT SCHEDULE

(in accordance with Section 504.02)

The development schedule is a required component of the Master Development Plan that is not binding upon the applicant but shall be used for informational purposes.

The approximate date when construction of the project can be expected to begin;

5/15/2026

The order and timing in which the phases of the project will be built and the estimated time of completion of each phase. *(This information can be submitted on a map.)*

60 Lots - Civil Construction Timeline – PH 1 – 5/15/2026

Mass Clearing / Grading – 3 Months
Utilities installation
- Storm – 1.5 Months
- Sewer – 1.5 Months
- Water – 1.5 Months
- Electrical/Telecomm – 1 Month

Road Layout Grading – 1.5 Month
Fine Grading Lots – 1 Month
Paving – 1 Month

Plat Recordation – 1 Months – 6/15/2027

88 Lots - Civil Construction Timeline – PH 2 – 4/15/2027

Mass Clearing / Grading – 3.5 Months
Utilities installation
- Storm – 1.5 Months
- Sewer – 1.5 Months
- Water – 1.5 Months
- Electrical/Telecomm – 1 Month

Road Layout Grading – 1.5 Month
Fine Grading Lots – 1 Month
Paving – 1.5 Month

Plat Recordation – 2 Months – 7/15/2028

The land area, density, the approximate location of common open space and facilities, and public improvements that will be required at each stage.

Phase 1 (west side of development)

- **Land Area: 23.81 ac**
- **Density: 2.43 du/ac**
- **Open Space Location: Primarily along the stream and maintained natural area at center of property**
- **Public Improvements required:**
  - **-- Right and Left turn lanes added in Farmville Road at Entrance**
  - **-- Sanitary sewer main extension**
  - **-- Lee Road 91 improvements to City of Auburn Standards to entry**
  - **-- Payment to City of Auburn sidewalk fund**

Phase 2 (east side of development)

- **Land Area: 28.86 ac**
- **Density: 3.01 du/ac**
- **Open Space Location: Primarily along the stream and maintained natural area at center of property**
- **Public Improvements required:**
  - **-- Right and Left turn lanes added in Farmville Road at Entrance**
  - **-- Payment to City of Auburn sidewalk fund**

The Planning Commission may require a planting schedule for landscaping and bufferyards, which assures that these amenities are provided at substantially the same rate as residential dwelling units.

The Planning Commission may waive the development schedule requirement upon submission of written justification by the applicant.

Request for Incentive/Exchange

How many incentives are being requested?

2 incentives requested

What incentives have been selected from the table?

1. REDUCTION IN MIN. LOT WIDTH

2. UP TO 20% INCREASE TO ALLOWABLE FAR

What is being offered as an exchange for each incentive requested?

1. PARK AND RECREATION AREAS (Playground(s) with aggregate square footage of no less than 2,500 square feet, parking lot with minimum of 12 parking spaces, and 20'x40' ((or matching aggregate square footage)) pavilion structure). Full build out of park amenities required at 60% final plat of total individual lots to be platted for project, regardless of phase.

2. PARKING IN REAR FOR COMMERCIAL/OFFICE USES (FUTURE)

Explain how each incentive would benefit the proposed planned development.

THE REDUCTION IN MINIMUM LOT WIDTH WOULD ALLOW A 40' WIDE LOT. THIS WOULD BENEFIT THE DEVELOPMENT WITH ALLOWING FOR A MORE DIVERSE UNIT TYPE THAT COULD BE PROVIDED BY THE DEVELOPER WITHOUT A SIGNIFICANT LOSS IN AVAILABLE DENSITY ON THE PROPERTY. THIS WOULD ALSO ALLOW THE DEVELOPMENT TO BE AT A LOWER PRICE POINT TO PROMOTE AFFORDABILITY TO BUYERS, WHICH IS AT A LOW INVENTORY WITHIN THE CITY.

THE UP TO 20% INCREASE IN ALLOWABLE FAR WOULD ALLOW FOR ADDITIONAL DIVERSITY IN UNIT TYPE ON THE 40' WIDE LOTS SUCH THAT HOMES IN EXCEES OF 2,000 SF COULD BE CONSTRUCTED WITHOUT IMPACTING THE PROPOSED ISR ON EACH INDIVIDUAL LOT AND THEREFORE MINIMIZING IMPERVIOUS SURFACE CREATED BY THE DEVELOPMENT.

Explain how each incentive would benefit, and not be detrimental, to the public interest (See Section ____).

THE INCENTIVES DO NOT PREVENT ANY OF THE REQUIRED PUBLIC INFRASTRUCTURE FROM BEING CONSTRUCTED AND WILL STILL ALLOW A DEVELOPMENT THAT MAINTAINS A TOTAL RESIDENTIAL DENSITY OF 2.72 DU/AC WHICH IS SIGNIFICANTLY LESS THAN THE ALLOWABLE DENSITY OF 5.50 DU/AC ALLOWED BY THE DDH ZONING DISTRICT. THE INCENTIVE BENEFIT'S THE PUBLIC BY PROVIDING A LOCAL PARK AREA TO THE NORTH SIDE OF AUBURN WHERE NONE EXISTS NOW, WITHOUT THE TAX BURDEN OF A PUBLICLY MAINTAINED PARK OPERATED BY THE CITY'S PARKS AND RECREATION DEPARTMENT. THIS INCENTIVE WOULD PROMOTE PUBLIC HEALTH AND WELLNESS FOR BOTH RESIDENTS OF THE NEW NEIGHBORHOOD AS WELL AS THE PUBLIC AT LARGE. THE INCENTIVE OF AN INCREASED FAR WOULD BENENIFIT THE PUBLIC BY BRINGING ADDITIONAL DIVERSITY TO THE AVAILABLE HOUSING TYPES IN THE AUBURN MARKET WITHOUT CREATING ADDITIONAL IMPACT ON EXISTING PUBLIC INFRASTRUCTURE BECAUSE IT WOULD NOT HAVE AN EFFECT ON THE DENSITY OF THE PROJECT.

A planned development is allowed only two development incentives. If the applicant is requesting a density bonus, this increased density must be reflected on the submitted Master Development Plan.

LEGEND:

OPEN SPACE

WETLAND

PRELIMINARY LAYOUT

SINGLE FAMILY	40'x100'	122 UNITS
SINGLE FAMILY	60'x120'	24 UNITS
		146 UNITS

STREET A
STREET B
STREET C
STREET D
STREET E
STREET F

STORMWATER DETENTION POND A
1.07 AC
42,406 SF

STORMWATER DETENTION POND B
1.11 AC
48,543 SF

STORMWATER DETENTION POND C
1.67 AC
72,750 SF

PLAYGROUND

FUTURE PAVILION LOCATION

GENERAL LIMITS OF CLEARING (TYP.)

COMMERCIAL OUTPARCEL 1
2.19 AC
95,237 SF

COMMERCIAL OUTPARCEL 2
2.36 AC
102,821 SF

LEE ROAD 91

LEE ROAD 72
(WEST FARMVILLE ROAD)
(80' R.O.W)

25' BUFFERS

50' ROW

100' TURN LANE

150' TAPER

FIRE HYDRANT AND VALVE

APCO JUNCTION BOX

COMM. BOX (TYP.)

EX. DUCTILE IRON WATER MAIN

EX. WATER MARKER POST

15" INV. EL.: 735.60

15" INV. EL.: 736.77

0 80 160

SCALE: 1"=80'

SITE DATA TABLE

LOT TYPES:	
SINGLE FAMILY LOT SIZE	60' x 120' (MIN)
SINGLE FAMILY LOT WIDTH	60'
SINGLE FAMILY LOT SIZE	40' x 100' (MIN)
SINGLE FAMILY LOT WIDTH	40'
SINGLE FAMILY SETBACK:	
FRONT	10' & 20'
SIDE	5'
SIDE ON STREET	10' & 15'
REAR YARD	10' & 20'
ZONING DISTRICT PROPOSED	DDH
SITE ADDRESS	AUBURN, AL
ACREAGE	2,331,981 SF (53.53 AC)
OPEN SPACE AREA REQUIRED	699,594 SF (30% AC) (16.06 AC)
OPEN SPACE AREA PROVIDED	900,989 SF (20.68 AC)

PARCEL CURVE DATA

SEGMENT	LENGTH	RADIUS
C1	16.90	225.00
C2	42.84	225.00
C3	41.44	225.00
C4	37.42	225.00
C5	37.42	335.00
C6	18.29	335.00
C7	21.71	335.00
C8	40.00	335.00
C9	40.00	335.00
C10	23.78	335.00
C11	16.22	335.00
C13	11.87	445.00
C14	53.13	445.00
C15	53.13	445.00
C16	53.13	445.00
C17	53.13	445.00
C18	49.71	445.00
C19	38.67	495.00
C20	40.91	495.00
C21	40.91	495.00
C22	40.91	495.00
C23	40.91	495.00

PARCEL CURVE DATA

SEGMENT	LENGTH	RADIUS
C24	40.91	495.00
C25	40.91	495.00
C26	20.79	495.00
C27	25.41	605.00
C28	50.00	605.00
C29	47.80	605.00
C30	2.20	605.00
C31	39.80	605.00
C32	10.20	605.00
C33	31.80	605.00
C34	18.20	605.00
C35	23.80	605.00
C36	26.20	605.00
C37	15.80	605.00
C38	34.20	605.00
C39	7.80	605.00
C40	39.47	605.00
C41	30.03	715.00
C42	59.09	715.00
C43	56.49	715.00
C44	49.64	715.00
C45	49.64	715.00

PARCEL CURVE DATA

SEGMENT	LENGTH	RADIUS
C46	49.64	715.00
C47	49.64	715.00
C48	49.64	715.00
C49	46.64	715.00

SPECIAL NOTES:

1. FULL BULDOUT OF PARK AMENITIES REQUIRED AT 60% FINAL PLAT OF INDIVIDUAL LOTS TO BE PLATTED. FINAL PLAT OF ANY LOTS BEYOND THE 60% THRESHOLD OF TOTAL LOTS TO BE PROVIDED WITH FULL BUILDOUT OF THE DEVELOPMENT WILL NOT BE APPROVED UNTIL CONSTRUCTION OF PROPOSED PARK AMENITIES ARE COMPLETE. PARK AMENITIES ASSOCIATED WITH THIS REQUIREMENT INCLUDE:
   - 12 SPACE PARKING LOT
   - 20'X40' PAVILION OR SIMILAR STRUCTURE(S) OF EQUAL OR GREATER GROSS SQUARE FOOTAGE.
   - MINIMUM 2,500 SF OF PLAYGROUND SPACE WITH EQUIPMENT.

PRELIMINARY NOT FOR CONSTRUCTION

KADRE ENGINEERING
BIRMINGHAM · AUBURN · ORANGE BEACH

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No.	Revision	Date
-	-	--/--/--

GREENWOOD VILLAGE
68VENTURES
AUBURN, AL

SHEET TITLE:
PRELIMINARY LAYOUT CONCEPT

DRAWN BY: CLT
CHECKED BY: CLT
DATE: 08-09-25
PROJECT NUMBER: 24036
SCALE: 1"=80'
SHEET NUMBER: C1.0
01 of 01

Agenda Item Summary

Item No. 9 c 1

Council Meeting Date	October 7, 2025
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Ordinances

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

The Estate of Kathleen Gilbert
1475 East Gulf Beach Drive
Eastpoint, FL 32328

Description of item under consideration

Hickory Creek Annexation. Annexation of approximately 68.5 acres located on the south side of Sandhill Road, across from Mill Creek Road (Case AX-2025-010). The request is consistent with the provisions of Resolution 12-111 which outlines the City's annexation policy. The Planning Commission recommended approval of this request by a vote of 9-0 at its August 14, 2025, meeting. The attached Planning Commission staff report provides a detailed analysis of the annexation request.

The Planning Commission subsequently voted to postpone a rezoning request associated with this parcel and later recommended approval at its September 11, 2025, meeting. The applicant has requested that the Council consider the annexation request independent of the rezoning petitions.

Why is Council action needed?

Section 11-42-21 of the Code of Alabama provides that a municipality may approve an ordinance assenting to the requested annexation. Section 2-4 of the City Code and Section 11-43A-24 of the Code of Alabama require unanimous consent of the City Council to pass an ordinance at the same meeting at which it is introduced.

Is this a budgeted item?: N/A

City of Auburn Planning Commission
Annexation Request
Case AX-2025-010
Hickory Creek

Meeting Date: August 14, 2025

Property Owner(s): Estate of Kathleen Gilbert

Request: The applicant is requesting annexation of approximately 68.5 acres into the City limits.

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

Location: South side of Sandhill Road, across from Mill Creek Road

Reviewed by: Amber English, Planner

Discussion: The applicant is requesting to annex approximately 68.5 acres into the City limits. The property meets the eligibility criteria for annexation. The applicant has also submitted requests to rezone the property from Rural to Limited Development District (LDD) and to apply the Planned Development District (PDD) overlay to the subject property. A request for conditional use approval for various uses within the PDD has also been made.

Annexation Priority: **Medium**

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

Surrounding Zoning/Use:

Direction	Zoning	Land Use
North	NC-9	Conventional single-family residential
	LDD	Conventional single-family residential (Parkersons Mill Subdivision)
South	CDD/PDD	Multiple-unit development (The Greens at Auburn)
	Outside of City limits	Vacant
East	R	Vacant
	Outside of City Limits	Conventional single-family residential (preliminary plat approval for Chewacla Ridge Subdivision)
West	R	Southside Sewer Treatment Plant
	CDD/PDD	Multiple-unit development (The Greens at Auburn)

Property Description: The subject property is comprised of approximately 68.5 acres with frontage on Sandhill Road and is undeveloped. Parkerson Mill Creek runs along the western boundary of the property, and Chewacla Creek runs along the eastern boundary of the property.

Previous Action Related to this Site: None.

Greenway/Greenspace and Bike Plan Facilities Impact: According to the City of Auburn Greenspace and Greenways Master Plan (GGMP), there is a greenway designated along the eastern property line that follows along Chewacla Creek and the western property line that follows along Parkerson Mill Creek. The GGMP also identifies a proposed bike path along Sandhill Road.

Land Use Plan Designation: The Future Land Use Map in the Comprehensive Plan 2030 designates this property as Rural. Properties with this designation allow single-family detached residential at a density of one (1) dwelling unit per three (3) acres, as well as agricultural and other uses as permitted in the Rural zoning district. *The proposed rezoning and accompanying development are inconsistent with this designation.*

Major Street Plan Impact: There are no Major Street Plan impacts associated with this property. Sandhill Road is designated as an arterial street.

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

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

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

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

The property is contiguous to the City of Auburn boundary on all sides.

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

The applicant has signed the petition attesting that all services may not be available at the time of annexation.
The Water Works Board does not provide water service to this area, nor does the City currently provide sanitary sewer service to the area. A development agreement is needed to require sanitary sewer expansion through this site.

GUIDELINES

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

General Location

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

The subject property is within the 2030 Optimal Boundary. The property is designated as a medium priority for annexation.

Minimum Area

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

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

The property requested for annexation consists of 68.5 acres, which exceeds the minimum area criteria.

Public Access

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

The property has direct access to Lee Road 010 (Sandhill Road), an arterial road maintained by Lee County.

Street Improvements

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

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

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

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

Lee Road 010 (Sandhill Road) is maintained by Lee County.

DEPARTMENTAL COMMENTS/ISSUES

Planning:

a. Description of the neighborhood.

The area is rural in nature containing a mixture of large and medium sized lots with residential homes and undeveloped properties. The Southside Sewer Treatment Plant is immediately west of the subject property.

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

No.

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

The property is adjacent to the corporate limits of the City of Auburn on all sides and is within the 2030 Optimal Boundary.

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

The property is within the 2030 Optimal Boundary and the future land use designation is Rural. The appropriate zoning for the property would be Rural (R).

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

The subject property is currently undeveloped. Subsequent requests to rezone the property from Rural to Limited Development District (LDD) and to apply the Planned Development District (PDD) overlay to the subject property have been made, as well as a request for conditional use approval for various uses within the PDD. As proposed, the residential and commercial development are not consistent with the Rural future land use designation.

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

The nearest park or recreation site is the City of Auburn Softball Complex, which is approximately 1.64 miles northwest of the subject property.

g. Elimination of enclaves.

Annexation of the property would help eliminate an enclave.

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

None.

Engineering Services:

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

The property fronts Sandhill Road (Lee Rd 10), which is an arterial roadway maintained by Lee County.

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

The property is approximately 68 acres and is undeveloped. If annexed into the city limits the property would be zoned Rural (R) and a maximum of 22 single-family detached units could be constructed resulting in approximately 220 average daily vehicular trips. If the property were to be rezoned and developed, a traffic impact study may be required to assess the impacts on the surrounding road network.

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

The property has road frontage on Sandhill Road (Lee Road 010), which is maintained by Lee County.

d. Are there any drainage issues in this area?

The property is bordered by Parkerson Mill Creek and Chewacla Creek, and portions of their respective floodplain areas are located the development site.

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

There is no annexation waiting period recommended for this property.

Water Resource Management:

a. **Ability to provide services**:

The Water Works Board of the City of Auburn does not provide water service to this area.

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

The Water Works Board of the City of Auburn does not provide water service to this area. The City of Auburn does not currently provide sanitary sewer service to this area. A development agreement is needed to require sanitary sewer expansion through this site.

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

Not applicable.

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

Not applicable.

e. **Any environmental concerns**:

Streams and wetlands are present. Wetland delineation shall be provided during DRT.

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

The property is not located in the Lake Ogletree Watershed. The property is located in the Parkerson Mill Creek and Chewacla Creek watersheds.

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

The property is not located in the Saugahatchee Creek watershed. The property is located in the Parkerson Mill Creek and Chewacla Creek watersheds.

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

The Auburn Fire Department can serve this property.

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

Solid Waste Services: The subject property is near other properties receiving solid waste services. If collection services are provided, they will be limited to single-family detached residential units. Townhomes and any future commercial developments will be required to use private haulers for

solid waste disposal due to accessibility constraints, as our collection vehicles cannot access townhome units, and alleys are not viable collection routes.

Animal Control: The subject property is approximately 5.7 to 5.9 miles from the Environmental Services building. The average response time for animal control to reach this property will be 9 to 10 minutes depending on traffic and road conditions. If an emergency call for animal control is received after-hours, the average response time will be a minimum of 40 minutes.

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

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

Finance Department: *No comments received.*

RESOLUTION
OF THE
AUBURN PLANNING COMMISSION

Case:	Hickory Creek Annexation (Case AX-2025-010)
Subject:	Recommendation to City Council for annexation of approximately 68.5 acres into the city limits
Location:	South side of Sandhill Road, across from Mill Creek Road
Applicant:	Estate of Kathleen Gilbert
Property Zoned:	Outside of the City Limits

Commission Action

BE IT RESOLVED by the Planning Commission of the City of Auburn that the request for a recommendation to City Council for annexation of approximately 68.5 acres into the city limits, marked "Received" July 18, 2025, Auburn Planning Commission Case AX-2025-010, is hereby **APPROVED.**

STATE OF ALABAMA
LEE COUNTY

I, Justice Wahid Cotton, Director of Planning for the Auburn Planning Commission, do hereby certify that the above is a true and correct copy of a Resolution duly adopted by the Auburn Planning Commission at its meeting held August 14, 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 14th day of August, 2025.



Justice Wahid Cotton, AICP, Director of Planning

ORDINANCE NO. _____

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

(Hickory Creek – ANNEXATION AX-2025-010)

WHEREAS, on the 18th day of July, 2025, The Estate of Kathleen Gilbert, owner of all real property hereinafter described, did file with the City Manager, a petition asking that the said tracts or parcels of land be annexed to and become part of the City of Auburn, Alabama; and

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

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

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

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

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

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

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

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

All of the land acquired by J. W. Wright and Kathleen B. Wright acquired under the deed from Ella Huguely, et al., dated October 18, 1948, as is recorded in Deed Record 316, at Page 316, as located South of Lee County Highway #26 (Sand Hill Road) as such is

presently located and bounded on the East by the meanderline of Chewacla Creek from its intersection with said right-of-way to its confluence with Parkinson Creek and bounded on the West by the meanderline of Parkinson Creek from its confluence with Chewacla Creek to the intersection of Parkinson Creek with the right-of-way of Lee County 26 (Sand Hill Road).

Being the same property described in the warranty deed recorded in Deed Book 1115, at Page 374, in the Office of the Judge of Probate Lee County, Alabama.

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

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

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

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

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of October 2025.

_____

Mayor

ATTEST:

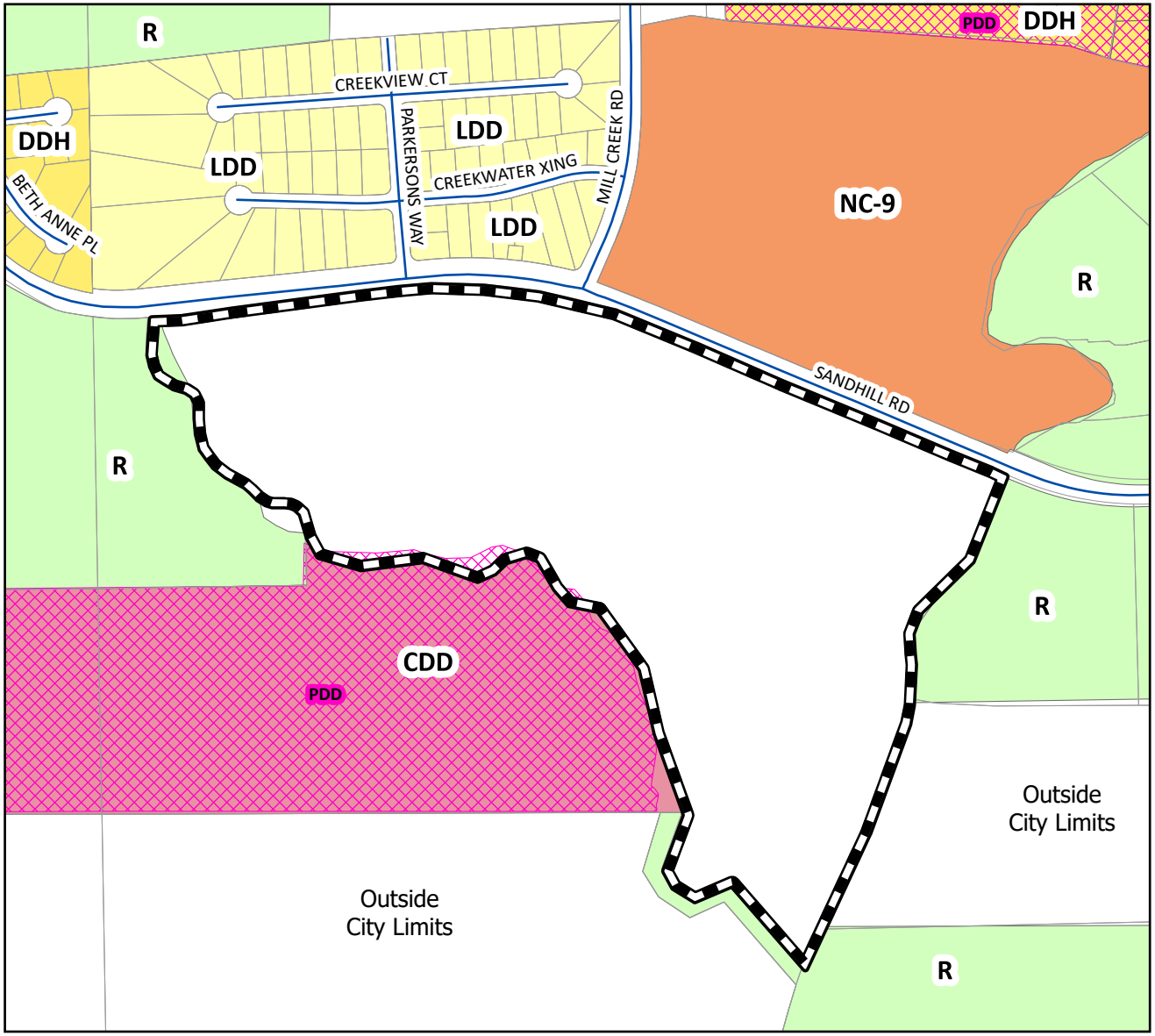
_____

City Manager

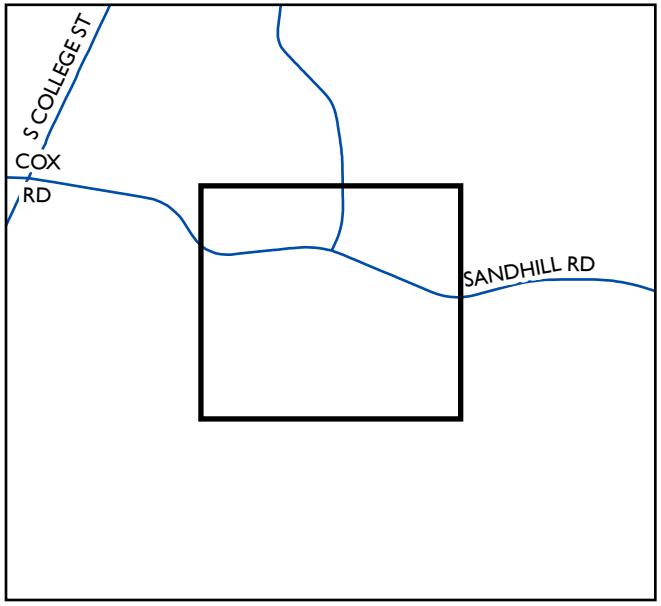
Hickory Creek

Annexation Request

Case # AX-2025-010



Vicinity Map



PUBLIC HEARING NOTICE

The Planning Commission will meet **08/14/2025** in the Council Chambers at 141 N. Ross St. at **5:00 PM**. Please call **Amber English** with the City of Auburn Planning Department at **(334)501-3040** for additional information.

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

Subject Property

0 220 440 880

Feet

The Planning Commission will consider a request for a recommendation to City Council to annex approximately 68.5 acres.

N

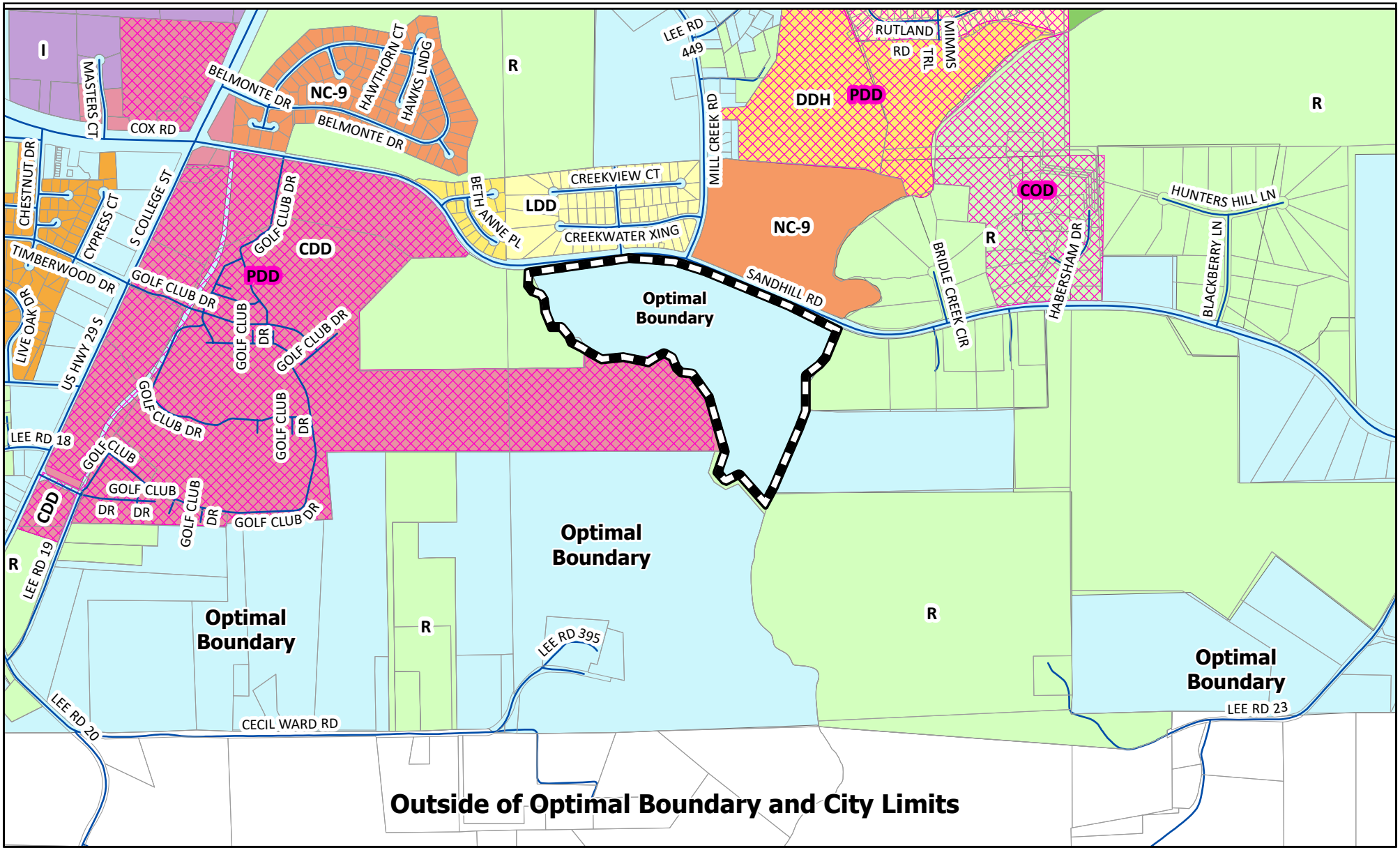
Planning Dept.
08/04/2025

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.

Hickory Creek

Optimal Boundary Map

AUBURN



Subject Property

N

0 200 400 800

Feet

Planning Dept.
08/14/2025

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

Agenda Item Summary

Item No. 9 c 2

Council Meeting Date	October 7, 2025
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Ordinances

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

Kadre Engineering
c/o Lee Tharpe
Authorized Representative
P.O. Box 101205
Irondale, AL 35210

Description of item under consideration

Samples Property Annexation. Annexation of approximately 53.5 acres located on the north side of West Farmville Road between Pepperwood Trail and Auburn Lakes Road. (Case AX-2025-009). The request is consistent with the provisions of Resolution 12-111 which outlines the City's annexation policy.

The Planning Commission recommended approval of this request by a vote of 9-0 at its August 14, 2025, meeting. The attached Planning Commission staff report provides a detailed analysis of the annexation request.

Why is Council action needed?

Section 11-42-21 of the Code of Alabama provides that a municipality may approve an ordinance assenting to the requested annexation. Section 2-4 of the City Code and Section 11-43A-24 of the Code of Alabama require unanimous consent of the City Council to pass an ordinance at the same meeting at which it is introduced.

Is this a budgeted item?: N/A

City of Auburn Planning Commission
Annexation Request
Case AX-2025-009
Samples Property Annexation

Meeting Date: August 14, 2025

Property Owner(s): Lora G. Samples

Request: Annexation of approximately 53.5 acres into the city limits

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

Location: North side of West Farmville Road (Lee Road 72) between Pepperwood Trail (Lee Road 91) and Auburn Lakes Road

Reviewed by: Reid Bearden, Planner

Discussion: The petitioner is requesting to annex one existing lot of record, which is comprised of approximately 53.5 acres. The property meets eligibility criteria for annexation.

Annexation Priority: **High**

Current Zoning: The property is currently outside of the City limits. Upon annexation, the property shall receive the Rural (R) district designation. The applicant has requested to pre-zone the property to Development District Housing (DDH) (RZ-2025-013) and apply the Planned Development District (PDD) overlay (RZ-2025-014) to the property.

Surrounding Zoning/Use:

Direction	Zoning	Land Use
North	Outside of City Limits	Vacant
South	Rural (R)	Institutional (Woodland Pines Elementary School)
East	Outside of City Limits & Rural (R)	Single-Family Residential
West	Limited Development District (LDD) & ACT 99-577	Single-family residential & Auburn University

Property Description: The subject property is comprised of approximately 53.5 acres and is currently vacant. The property is located on the north side of West Farmville Road, north of Woodland Pines Elementary School, and directly west of Auburn Lakes Road.

Previous Action Related to this Site: This petition had previously made it to Planning Commission but was withdrawn prior to the meeting.

Greenway/Greenspace Impact & Bike Plan Facilities: According to the Greenway and Greenspace Master Plan, bike paths are proposed along West Farmville Road. There are no proposed greenways that affect this property.

Major Street Plan Impact: The property is located on the future outer loop road. Upon development, additional right-of-way may be needed along Farmville Road.

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

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

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

The applicant has provided the deed and legal description for the subject property.

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

The property is contiguous to the City of Auburn boundary on its northern, western, and southern boundaries.

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

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

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

General Location

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

The subject property is located within the Optimal Boundary with an annexation priority of High.

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

Minimum Area

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

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

The property requested for annexation consists of approximately 53.5 acres, which meets the minimum area criteria. The entire property is being annexed.

Public Access

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

The property has direct access to West Farmville Road, which is an arterial street maintained by the City of Auburn, and Pepperwood Trail (LR 91) maintained by Lee County.

Street Improvements

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

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

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

If the area to be annexed contains public roads which are currently maintained by Lee County, the City will perform no maintenance on or improvements to such roads until such time as an

agreement between the City and the County in accordance with Sections 11-49-80 and 11-49-81 of the Code of Alabama, 1975, has been executed.

West Farmville Road is maintained by the City of Auburn. The property is located on the future outer loop road. Upon development, additional right-of-way may be needed along Farmville Road.

DEPARTMENTAL COMMENTS/ISSUES

Planning:

a. Description of the neighborhood.

The area is residential in nature with a varying degree of lot sizes. The area north of the subject property is the subject property is rural, consisting of very low-density residential uses and/or undeveloped land. Woodland Pines Elementary School is adjacent to the south of the property across West Farmville Road. To the west, the Highlands Subdivision, Sector One (single-family residences) is developed at 2.67 du/ac. Other properties in the area are owned by Auburn University or located outside of the City limits.

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

No subdivision activity associated with this property within the last two years.

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

The property is adjacent to the corporate limits of the City of Auburn on the north, west, and south sides and is shown within the CompPlan 2030 Optimal Boundary.

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

The Future Land Use Map in the Comprehensive Plan 2030 designates this property as Rural. This allows for single-family detached residential at a density of one (1) dwelling unit per three (3) acres, as well as agricultural and other uses as permitted in the Rural zoning district. The applicant is requesting to rezone the property to DDH with a Planned Development District (PDD) overlay, however, no subdivision below the three-acre minimum lot size in the Rural zoning district is possible without first rezoning.

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

The property is currently undeveloped. Applications for rezoning to DDH (RZ-2025-006) and applying a Planned Development District (PDD) overlay (RZ-2025-007) have been submitted.

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

The nearest park is Hickory Dickory Park approximately 3.5 miles to the southeast.

According to the Greenway and Greenspace Master Plan, there are proposed bike paths along West Farmville Road. There are no proposed greenways that affect this property.

g. Elimination of enclaves

This annexation would help to eliminate an enclave.

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

None at this time.

Engineering Services:

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

The property fronts West Farmville Road (Lee Road 72), which is an arterial roadway maintained by the City of Auburn.

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

The property contains approximately 53.5 acres and is undeveloped. If the annexation is approved, the property would be zoned Rural (R). No more than 17 single-family homes could be permitted which would generate approximately 170 vehicular trips per day. There is a request to rezone the property to apply a Planned Development District consisting of 146 dwelling units and two commercial parcels. If approved, a traffic impact study will determine the potential impacts of the proposed development.

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

The property fronts West Farmville Road (Lee Road 72), which is an arterial roadway maintained by the City of Auburn. The lot will also take access from Pepperwood Trail (LR 91), which is maintained by Lee County.

d. Are there any drainage issues in this area?

There are no known drainage issues in this area.

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

There is no annexation waiting period recommend for this property.

Water Resource Management:

a. Ability to provide services:

Water Resource Management has no issues with the annexation of this property.

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

The Auburn Water Works Board can provide water service to the property upon annexation.

Sanitary sewer is available to this development through off-site easement. Costs associated with expansion of the existing sanitary sewer system are the responsibility of the Developer. A development agreement is needed requiring expansion of the gravity sewer system to the development.

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

Not applicable.

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

Not applicable.

e. Any environmental concerns:

None.

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

No. The property is in the Saugahatchee Creek watershed.

Is the subject property in the Saugahatchee Creek watershed area?

Yes.

Public Safety:

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

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

Fire: *The Auburn Fire Department can serve this property.*

Environmental Services:

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

Solid Waste Services: *The subject property is near other properties receiving solid waste services. If collection services are provided, the impact on service levels will be minimal. If the road(s) are subsequently deemed private or the roads are inaccessible to our trucks, a private hauler will be necessary for the disposal of solid waste.*

Animal Control: *The subject property is approximately 10.2 to 11.3 miles from the Environmental Services building. The average response time for animal control to reach this property will be 17 to 18 minutes depending on traffic and road conditions. If an emergency call for animal control is received after-hours, the average response time will be a minimum of 48 minutes.*

Auburn City Schools:

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

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

Finance Department:

No concerns or questions from Revenue or Utility Billing.

RESOLUTION
OF THE
AUBURN PLANNING COMMISSION

Case:	Annexation – Samples Property (Case AX-2025-009)
Subject:	Recommendation to City Council for annexation of approximately 53.5 acres into the city limits
Location:	Northside of West Farmville Road (Lee Road 72) between Pepperwood Trail (Lee Road 91) and Auburn Lakes Road
Applicant:	Lee Tharp, Kadre Engineering, on behalf of Lora G. Samples
Property Zoned:	Outside of City Limits

Commission Action

BE IT RESOLVED by the Planning Commission of the City of Auburn that the request for annexation of approximately 53.5 acres into the city limits, marked "Received" July 18, 2025, Auburn Planning Commission Case AX-2025-009, is hereby **APPROVED.**

STATE OF ALABAMA
LEE COUNTY

I, Justice Wahid Cotton, Director of Planning for the Auburn Planning Commission, do hereby certify that the above is a true and correct copy of a Resolution duly adopted by the Auburn Planning Commission at its meeting held August 14, 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 14th day of August, 2025.

Justice Wahid Cotton, AICP, Director of Planning

ORDINANCE NO. _____

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

(SAMPLES PROPERTY – ANNEXATION AX-2025-009)

WHEREAS, on the 18th day of July, 2025, Lee Tharp, Kadre Engineering, on behalf of Lora G. Samples, owner of all real property hereinafter described, did file with the City Manager, a petition asking that the said tracts or parcels of land be annexed to and become part of the City of Auburn, Alabama; and

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

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

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

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

WHEREAS, the governing body has determined that the appropriate zoning designation to be applied to said real property is Development District Housing (DDH).

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUBURN, ALABAMA, AS FOLLOWS:

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

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

Commence at the Southeast corner of Section 22, Township 18 North, Range 25 East, Lee County, Alabama, thence North along the section line 2,642.2 feet to a point; thence West 248.1 feet to a point herein called the Point of Beginning of survey. From this beginning point thence continue West 343.8 feet to a point; thence North 01 degree 14 minutes West, 420.1 feet to an iron pin; thence West 40.0 feet to an iron pin; thence North 01 degree 14 minutes West 291.2 feet to a point on the centerline of Lee Road #15; thence along said road South 85 degrees 29 minutes East 399.7 feet to a point; thence South 00 degrees 01 minutes West 679.9 feet to the Point of Beginning. Said tract contains 5.83 acres, more or less, according to plat of survey dated July 14, 1993, prepared by Curtis T. Pierce, PE/LS, Ala. Reg. No. 16175, to which reference is hereby made in aid of this description.

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

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

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

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

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of October, 2025.

_____
Mayor

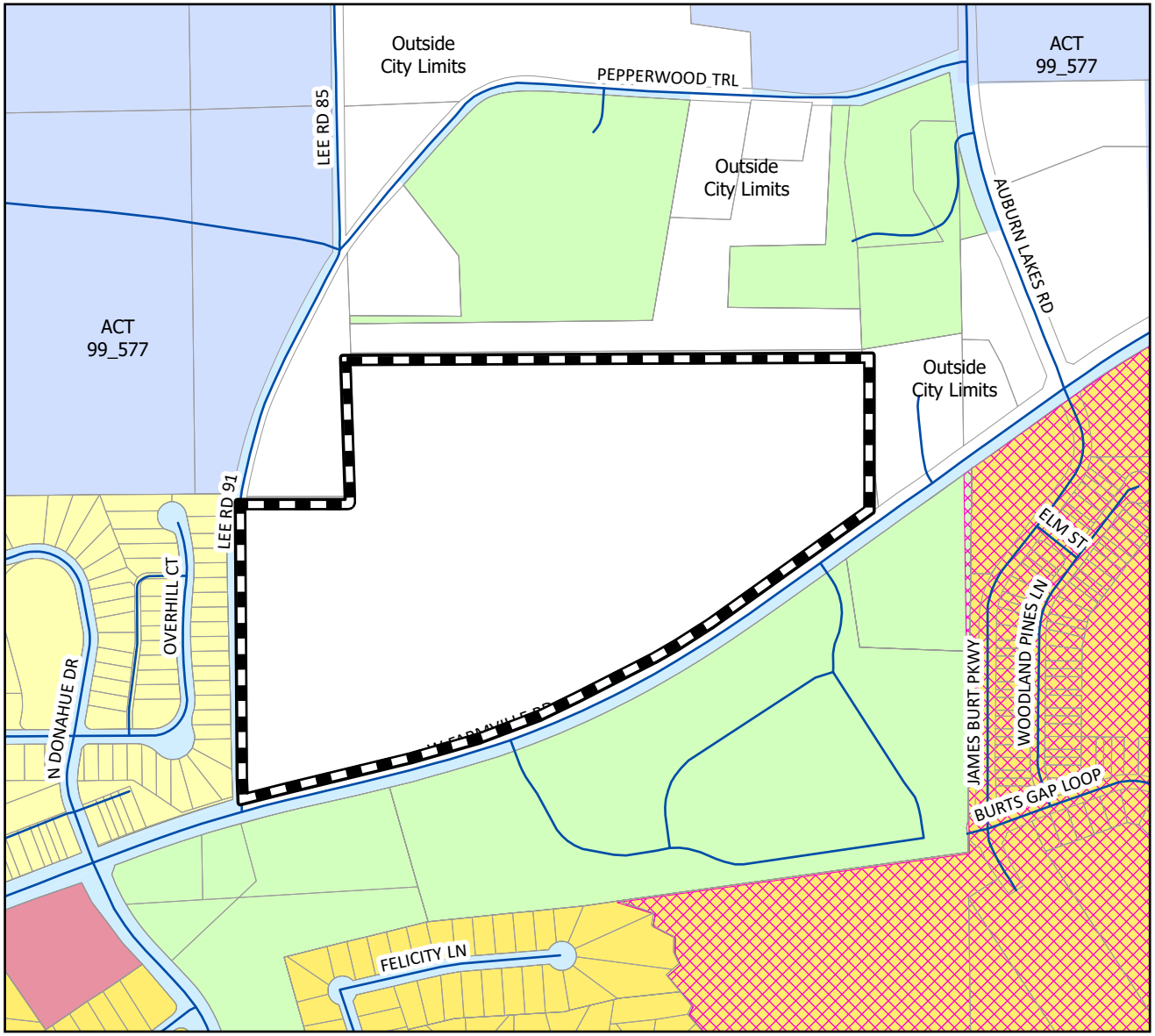
ATTEST:

_____
City Manager

Samples Property Annexation

Annexation Request

Case #AX-2025-009



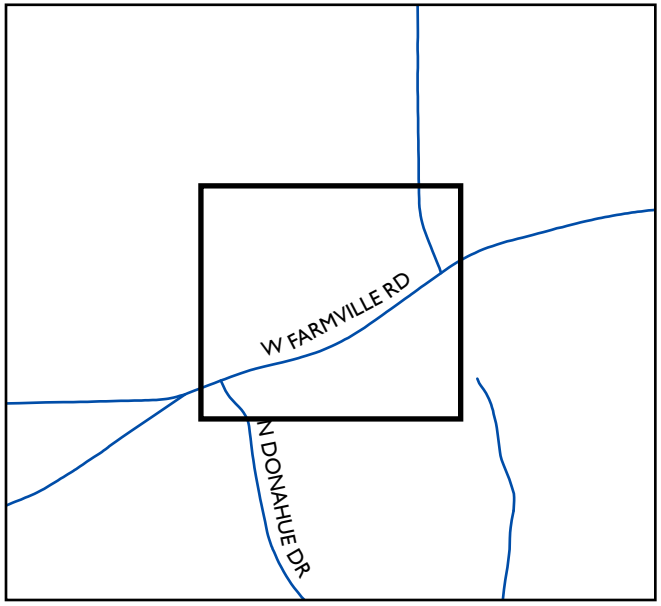
Subject Property

0 220 440 880

Feet

The Planning Commission will consider a request from Lora G. Samples for annexation of approximately 53.5 acres located on the North side of West Farmville Road (Lee Road 72) between Pepperwood Trail (Lee Road 91) and Auburn Lakes Road.

Vicinity Map



The Planning Commission will consider a request from Lora G. Samples for annexation of approximately 53.5 acres located on the North side of West Farmville Road (Lee Road 72) between Pepperwood Trail (Lee Road 91) and Auburn Lakes Road.

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

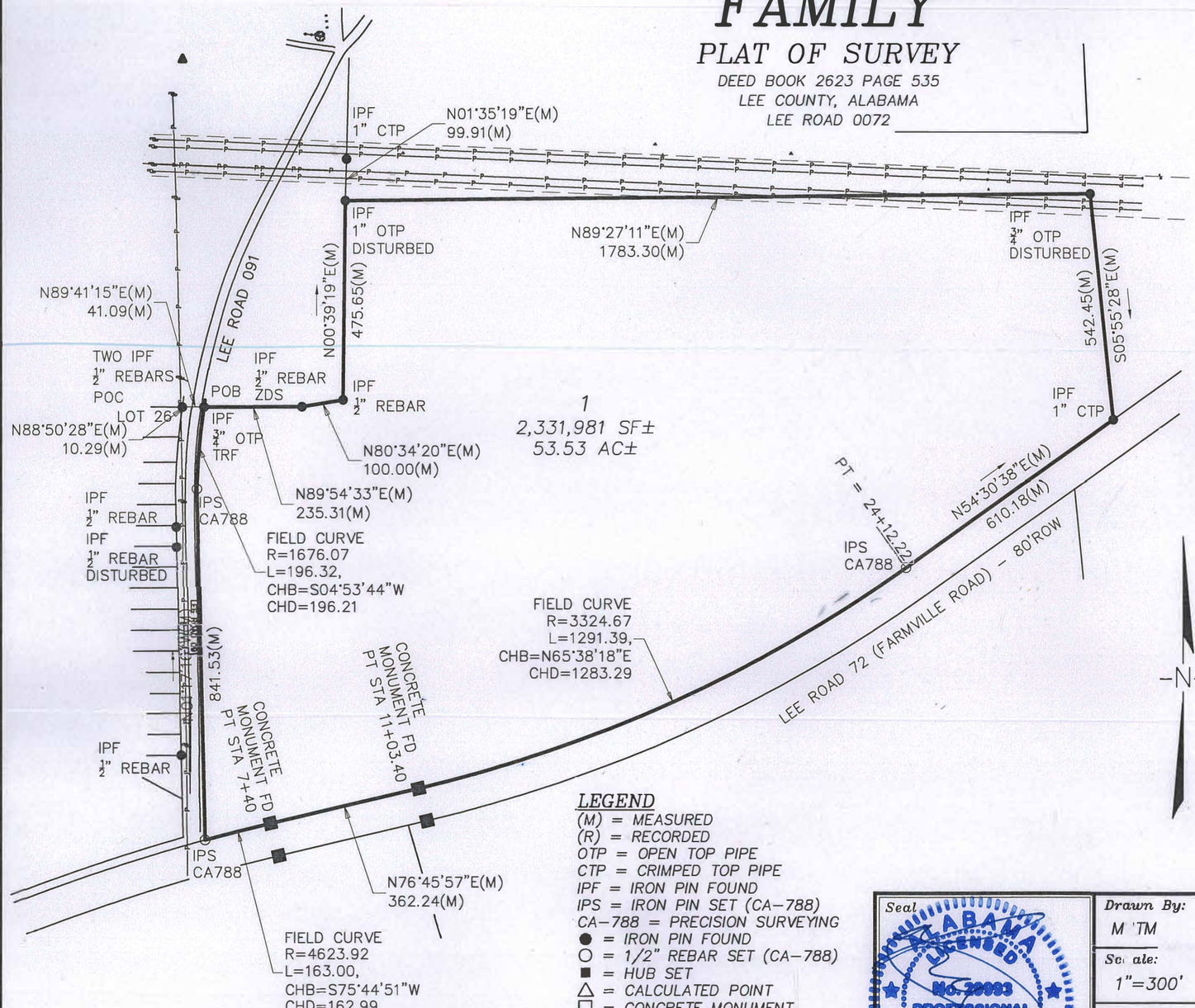
Planning Dept.
08/07/2025

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
DATE 7/18/2025
CASE NO. AX-2025-009
DEPARTMENT OF PLANNING

BOUNDARY SURVEY FOR:
SAMPLES FAMILY
PLAT OF SURVEY

DEED BOOK 2623 PAGE 535
LEE COUNTY, ALABAMA
LEE ROAD 0072



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

NOTES:

1. SOURCE OF INFORMATION: DEED BOOK 2623 PAGE 535; PLAT BOOK 36, PAGE 197 (GOLDEN SD); PLAT BOOK 27, PAGE 17 (HIGHLANDS SD SECTOR 2)
2. DATE OF FIELD SURVEY: 1–17–2022; DATE OF OFFICE WORK: 1–18–2022.
3. BEARINGS BASED ON STATE PLANE COORDINATES, NAD 1983, ALABAMA EAST ZONE, US FOOT. COORDINATES SET USING RTK GPS, ALDOT CORS AS CONTROL.

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

MICHAEL T. MAHER _____ DATE: 1/18/2022
PLS NO. 29993
NOT A CERTIFIED SURVEY UNLESS SIGNED AND STAMPED WITH MY SEAL.

As–Surveyed
Property Description.

Commencing at a found ½" rebar at the Northeast corner of Lot 26, Highlands Subdivision, Sector 1 as recorded in plat book 27 at page 17 in the Office of the Judge of Probate for Lee County, Alabama, thence North 88°50'28": east, 10.29 feet to a found ½" rebar in the Western Right of Way for Lee Road 091; thence North 89°41'15" East, 41.09 feet to a found ¾" open top iron pin by T. Richard Fuller (TRF), said pin is at the Northwestern corner of the Samples Property and is the Point of Beginning of said property described herein: from this POINT OF BEGINNING, thence North 89°54'33" East, a distance of 235.31 feet to a found ½" rebar by Zack D Sprayberry (ZDS); thence North 80°34'20" East, a distance of 100.00 feet to a found ½" rebar at a fence corner; thence North 00°39'19" East, a distance of 475.65 feet to a found 1" open top pin (disturbed) at the Southwest corner of Lot 1, Golden Subdivision (plat book 36, page 197); thence along Lot 1, North 89°27'11" East, a distance of 1783.30 feet to a found ¾" open top iron pin (disturbed); thence along the West line of the Landreth Property South 05°55'28" East, a distance of 542.45 feet to a found ¾" open top iron pin in the North right of way of Lee Road 72 (Farmville Road); thence along the North right of way of said road South 54°30'38" West, a distance of 610.18 feet to a set ½" rebar by Precision Surveying (CA788) at the accepted road station 24+12.22 to the beginning of a curve tangent to said line; thence southwesterly an arc distance of 1291.39 feet along the curve concave to the northwest, having a radius of 3324.67 feet and a chord of South 65°38'18" West, 1283.29 feet to a found concrete right of way monument at sta 11+03.40; thence South 76°45'57" West tangent to said curve, a distance of 362.24 feet to a concrete right of way monument sta 7+40; thence along the curve of the North right of way for Lee Road 72 along a curve concave to the south having a radius of 4623.92 feet and a chord which bears South 75°44'51" West 162.99 feet for an arc distance of 163.00 feet to a set ½" rebar (CA788); thence along the East right of way of Lee Road 091 (an assumed right of way width of 50') North 01°17'16" West, a distance of 841.53 feet to a set ½" rebar (CA788); thence along a curve concave to the east having a radius of 1676.07 feet and a chord which bears North 04°53'44" East 196.21 feet for an arc distance of 196.32 feet to the Point of Beginning.

Said parcel is referenced as being described in deed book 2623, page 535 and is bounded on the West by Lee Road 91, the Northwest by Auburn University property, on the North by Golden Subdivision, Lot 1, on the East by the Landreth property on the South by Lee Road 72. Containing 53.53 ACRES, more or less and lying in Section 2, Township 19 North, Range 25 East, Auburn, Lee County, Alabama.

Seal: ALABAMA LICENSED No. 29993 PROFESSIONAL LAND SURVEYOR MICHAEL T. MAHER

Drawn By: M TM
Scale: 1"=300'
File Name: 22–0038
Date: 1–18–2022

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

Sheet Title:
BOUNDARY SURVEY OF SAMPLES PROPERTY

Agenda Item Summary

Item No. 9 d

Council Meeting Date	October 7, 2025
Department	Finance
Submitted By	Allison Edge
Agenda Section	Ordinances

Public Hearing
Recommended

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

Unti Fiber GulfCo LLC
Attn: Kelly McGriff
107 St Francis Street, Suite 1800
Mobile, AL 36602

Description of item under consideration

Ordinance authorizing the City Manager to grant a non-exclusive franchise to Uniti Fiber GulfCo, LLC (GulfCo) to construct, operate and maintain fiber network in the City of Auburn.

GulfCo's affiliate Southern Light, LLC, has a current franchise agreement with the City of Auburn to lay fiber optic cables, and all appurtenances and appendages thereto, and to construct, install, maintain and operate its Telecommunications System pursuant to City Ordinance 3243 adopted on 8-18-2020. Southern Light is transitioning its physical assets to GulfCo and would like to replicate the Southern Light Franchise Agreement so that GulfCo has an identical agreement with the City. No construction is anticipated at this time.

Why is Council action needed?

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

Is this a budgeted item?: N/A

ORDINANCE NO. _____

AN ORDINANCE RESPECTING THE USE OF THE PUBLIC RIGHTS-OF-WAY IN THE CITY OF AUBURN, ALABAMA BY UNTI FIBER GULFCO, LLC.

WHEREAS, Unti Fiber Golfo, LLC , an Alabama Limited Liability Company, (hereinafter referred to as "GulfCo" or "Licensee") desires to use the public rights-of-way in the corporate limits of the City in order to construct its network and to provide its communications services; and

WHEREAS, the City has the authority to grant the right to use and occupy the public rights-of-way for such use, to manage and control the rights-of-way, and to obtain fair and reasonable compensation for such use; and

WHEREAS, the City has considered the application of GulfCo and is desirous of granting a non-exclusive right to use the City's rights-of-way for the purposes hereinafter set forth and for no other purposes, subject to the terms and conditions of this Ordinance;

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

SECTION 1. DEFINITIONS

For purposes of this Ordinance, the following terms, phrases, words, and their derivatives shall have the meanings set forth in this Section, unless the context clearly indicates that another meaning is intended. Words used in the present tense include the future tense, words in the single number include the plural number, and words in the plural number include the singular. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

Affiliate means any person, directly or indirectly, controlling, controlled by, or under common control with GulfCo; provided however, that affiliate should not include any limited partner or shareholder holding an interest of less than 15% of GulfCo, or any creditor of GulfCo solely by virtue of its status as a creditor and which is not otherwise an affiliate by reason of owning a controlling interest in, being owned by, or being under common ownership, common management, or common control with, GulfCo.

City means the City of Auburn, Alabama

City Manager means the individual or organization designated by the City Council to act as the technical and administrative liaison or representative of the City and the public in the City, in matters related to the provision of this Ordinance. Unless specifically directed otherwise by the City Council, it shall at all times be presumed that the City Manager is acting as the City Council's designee and under the Council's direction.

Facilities means any portion of Licensees' Telecommunications System located in, along, over, upon, under, or through the Public Rights-of-Way.

Gross Revenue means any and all payments made to, or compensation or consideration of any kind or nature, including cash, credits, property, and in-kind contributions (services or goods), derived or received, directly or indirectly by Licensee, or by any affiliate that does not have a separate Right of Way Use Agreement with the City, from or in connection with the operation or use of the network to provide communications service. Gross revenues include, but are not limited to, information and data services revenue; internet services revenue; telecommunications services revenue (except that portion of revenues from the provisioning of long distance telephone services which are based on interstate activity unless such revenues are a result of activity which originates or terminates within the City and are charged to a service address within the City); revenue derived or received from the lease, license, sale or other transfer of use portions of the network, including facilities, fiber (whether dark or lit) or capacity, by Licensee or its affiliates to

persons, including other communications service providers; any other revenue arising from the operation or possession of this Franchise including the right to use and occupancy of the rights-of-way; and any revenue received by Licensee, by any affiliate of Licensee that does not have a separate Right of Way Use Agreement with the City, or by any other person through any means which is intended to have the effect of avoiding the payment of compensation that would otherwise by paid to the City for the Franchise. The term does not include unrecovered bad debts charged off after diligent, unsuccessful efforts to collect; and taxes of general applicability imposed on the customer or the transactions (but not on Licensee or any of its affiliates) by federal, state, or local law and required to be collected and remitted by Licensee or any of its affiliates to the governmental unit, including sales, use and utility taxes. Gross Revenue shall not include revenues arising from or relating to Telecommunication Services that both originate and terminate outside the corporate limits of the City.

Law means any local, State or federal legislative, judicial or administrative order, certificate, decision, statute, constitution, ordinance, resolution, regulation, rule, tariff, or other requirement in effect either at the time of adoption of this Ordinance or at any time thereafter during which Licensee maintains Facilities in the Public Rights-of-Ways.

Licensee means Unti Fiber GulfCo, LLC., and their successors or assigns.

Public Rights-of-Way means the surface and space above and below any real property in which the City has an interest in Law or equity, including, but not limited to any public street, boulevard, road, highway, freeway, lane, alley, court, sidewalk, parkway, river, tunnel, viaduct, bridge, wherein the City now or hereafter acquires the right and authority to locate or permit the location of utilities consistent with communications facilities. This term shall not include any county, state, or federal rights-of-way or any property owned or controlled by any person or agency other than the City, except as provided by applicable Laws or pursuant to an agreement between the City and any such person or agency. "Public Rights-of-Way" shall not include property owned or leased by the City such as City parks, City Hall property or public works facilities, that are not typically utilized for communications lines or other Facilities.

Telecommunications means the transmission, between or among points specified by the user, of information of the user's choosing (e.g., data, video, and voice), without change in the form or content of the information as sent and received.

Telecommunication Service means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public.

Telecommunications System means the conduits, cables, wires, lines, towers, wave guides, fiber optic cable, antennae, and any associated converters, equipment, or Facilities designed and constructed for the purpose of producing, receiving, amplifying or distributing Telecommunications to or from locations within the City.

Wireline Telecommunications System Ordinance means Ordinance No. 1871 of the City adopted October 1999, as it may be amended.

SECTION 2. AUTHORITY FOR USE OF PUBLIC RIGHTS-OF-WAY AND SCOPE OF AGREEMENT

2.1 Licensee desires to use the public Rights-of-Way in the City for the purpose of laying fiber optic cables, and all appurtenances and appendages thereto, ("GulfCo's Facilities"). Licensee has requested that the City consent to the said use of the public Rights-of-Way in the City for such purpose as detailed in Exhibits A and B, each of which is on file with the City Manager of the City and incorporated herein by reference:

Exhibit A	Route Diagram
Exhibit B	Application for Use of Public Rights-of-Way, Description of all Facilities, Appliances, and Location and Construction Requirements

Notwithstanding the above, Exhibits A and B do not limit Licensee's ability to modify the extent of their Telecommunications System within the City's limits as provided in Section 4 of this ordinance.

2.2 Subject to the provisions herein, as well as applicable Law, including the Wireline Telecommunications System Ordinance, the City hereby grants to Licensee a non-exclusive right to construct, install, maintain and operate its Telecommunications System within the City's Public Rights-of-Way, as depicted in Exhibits A and B, which may be amended from time to time to reflect changes to Licensees' Telecommunications System as provided in Section 4 of this Ordinance.

2.2.1 Under this grant of authority, the Licensee may erect, install, construct, repair, replace, relocate, reconstruct, remove, and retain in, on, under, upon, across and along the Public Rights-of-Way within the City, as located and approved by the City, such lines, cable, fiber optic cable, conductors, ducts, conduits, vaults, manholes, handholes, appliances, pedestals, attachments, and other property and equipment as are necessary or appropriate to the operation of the Telecommunications System.

2.2.2 The Licensee shall construct, operate and maintain the Telecommunications System and all Facilities in accordance with all applicable federal, State and local Laws, including all permit requirements, and fee payments, and all other City codes and ordinances in effect as of the date of this Ordinance or hereinafter adopted. The grant of this Ordinance does not in any way impact the continuing authority of the City through the proper exercise of its police powers to adopt and enforce ordinances necessary to provide for the health, safety and welfare of the public. The City makes no express or implied representation or warranty regarding its rights to authorize the installation or construction of facilities on any particular segment of Public Rights-of-Way. The burden and responsibility for making all such determinations in advance of construction or installation shall be entirely upon the Licensee.

2.2.3 The Licensee shall construct and maintain the Telecommunications System so as not to unreasonably interfere with other users of the Public Rights-of-Way. Where appropriate, the Licensee shall make use of existing poles and other facilities available to the Licensee. Except where emergencies make such action impractical, the Licensee shall use reasonable efforts to notify all residents affected by the proposed work prior to commencement of such work. All construction and maintenance by Licensee or their subcontractors shall be performed in accordance with industry standards.

2.3 The grant of authority under this Ordinance is limited to the provision of Telecommunications and Telecommunications Services and does not include nor authorize the provision of cable television services as defined under the federal Communications Act, as amended. Notwithstanding anything to the contrary herein, this Ordinance also authorizes Licensee, in its ordinary course of business (i) to lease to or contract with others for use of all or part of the Licensees' Telecommunications System, or (ii) to sell dark fibers or conduit that are parts of the Telecommunications System to others that have contracts, franchises or other agreements with the City to use its public property within the City, provided that any such activities do not constitute a change in control or ownership of Licensee; concurrent with this authority is the responsibility of Licensee to notify the City, in writing, within 60 days of Licensee's sale or lease of components of Licensee's Telecommunications System.

2.4 This Ordinance does not establish any priority for the use of the Public Rights-

of-Way by Licensee with respect to any existing or future authorized users of the Public Rights-of-Way. In the event of any dispute as to the priority of use of the Public Rights-of-Way, the first priority shall be to the public generally, the second shall be to the City, the third to the State and its political subdivisions in the performance of their various functions, and thereafter, as between Licensees and other authorized users, as determined by the City in the exercise of its powers conferred upon it by the State, including its police powers.

2.5 Licensee acknowledges and agrees that they obtain no rights or further use of the Public Rights-of-Way other than those expressly granted herein. Licensee acknowledges and agrees that they accept at their own risk that the City may make use in the future of portions of the Public Rights-of-Way, in which the Licensee's Telecommunications System and Facilities are situated in a manner that is incompatible with Licensee's continued use of such portions of the Public Rights-of-Way, and that in such event, provided that the City had the legal authority to take such action, Licensee will not be entitled to compensation from the City, unless and to the extent the City compensates other similarly situated users of the Public Rights-of-Way.

SECTION 3. TERM

3.1 The Term of this Ordinance shall commence on the date the rights and privileges granted by this Ordinance become effective in accordance with Section 7 of this Ordinance, and shall run for a period ending fifteen (15) years from such date (the "the Initial Term") and will be automatically renewed for another five (5) years (the "Renewal Term"), providing that all fee payments during the Initial Term have been timely paid and that at the expiration of the Initial Term, Licensee is not in default with any of the terms of this Ordinance. Thereafter, the authority granted herein shall terminate, unless renewed, revoked or terminated sooner as herein provided.

3.1.1 Within ninety (90) days of the expiration of any Term, or the earlier termination of the rights and privileges herein granted, the Licensee shall remove at their own expense all of the Facilities comprising the Telecommunications System or shall sell the Telecommunications System to another entity that has a franchise or license from the City; provided, however, that if the Licensee and City are actively engaged in good faith negotiations of a new or renewal agreement addressing rights and privileges similar to those herein granted, the City shall permit the Licensee to continue to maintain and operate the Facilities comprising the Telecommunications System in accordance with the provisions of this Ordinance.

SECTION 4. CONDITIONS OF ACCESS CONSTRUCTION REQUIREMENTS

4.1 At least thirty (30) days before the beginning of any installation, removal or relocation of their Facilities, the Licensee shall notify the City Manager or his designee in writing of such planned installation, removal or relocation of Licensee's Facilities, and submit detailed plans of the proposed action to the City Engineer or his designee. The City Engineer or his designee shall, within thirty (30) days of receipt of such plans, either approve the plans or inform the Licensees of the reasons for disapproval. The Licensee shall designate a responsible contact person with whom officials of the City can communicate with on all matters relating to facilities installation and maintenance.

4.2 Prior to any excavation within the Public Rights-of-Way, the Licensee shall obtain a permit and perform such work in accordance with applicable provisions of the City Code, and any subsequent ordinances or regulations that may be adopted by the City regarding excavation work.

4.3 Prior to commencing any new construction, relocation, alteration, or removal of their Facilities, the Licensee shall post a bond with the City in accordance with the City Code in an amount determined by the City, to guarantee the timeliness and quality of any construction, repair and restoration work and to guarantee the removal of its facilities from the City's Public Rights-of-Way should such removal be required upon the expiration of this Ordinance.

4.4 Prior to the commencement of any new construction or alteration of its existing Facilities located in the Public Rights-of-Way, the Licensee shall furnish to the City Engineer or his designee a subsurface utility engineering study on the proposed route of construction, expansion or alteration, which shall consist of the following tasks:

4.4.1 All available "as built" plans, plats and other location data indicating the existence and approximate location of all Facilities along the proposed construction route;

4.4.2 Completion of a visual survey and written record of the location and dimensions of any above ground features of any underground Facilities along the proposed construction route, including but not limited to manholes, valve boxes, utility boxes, post and visible street cut repairs;

4.4.3 Plot and incorporate the data obtained from completion of tasks 4.4.1 and 4.4.2 above, on to the Licensee's proposed system route maps, plan sheets and computer aided drafting and design ("CADD") files; and

4.4.4 Provide all such data collected into a CADD file compatible with that used by the City and deliver a copy to the City Engineer or his designee.

4.5 The Licensee shall not expand or extend their Facilities in the Public Rights-of-Way beyond the route diagram furnished to the City without approval from the City, which shall not be unreasonably withheld. Upon approval, Licensee's route diagram shall be amended to reflect the location of the additional Facilities.

4.6 The Licensee shall be responsible for all costs borne by the City that are directly associated with the installation, maintenance, repair and replacement of their Telecommunications System and Facilities within the Public Rights-of-Way, that are not otherwise accounted for as part of the permit fees assessed. All such costs shall be itemized and the City's books and records related to these costs shall be made available upon request to the Licensee. Licensee shall be responsible for their own costs incurred removing or relocating their Telecommunications System and Facilities when required by the City due to City requirements relating to maintenance and use of the Public Rights-of-Way for City purposes.

4.7 Whenever Licensee is required to perform maintenance on its infrastructure for which pedestrian or vehicle traffic would be affected, the Licensee shall notify the City Manager or designee no sooner than 48 hours or 2 business days so that proper notification of City staff and public can be notified. Any and all signage and traffic control to re-route travelers or pedestrians will be entirely the cost of the Licensee

4.8 Whenever Licensee is required to commence work in the Public Rights-of-Way immediately because of an emergency, where posing and immediate danger of harm to life or property, Licensee shall by telephone and e-mail to the City Manager or his designee, report the emergency and the extent of the work to be done, and then obtain the appropriate permits no later than the close of business on the next succeeding business day.

SECTION 5. TRANSFER OF OWNERSHIP

The rights and privileges herein granted to Licensee shall be personal to Licensee. Accordingly, pursuant to the requirements of Section 220 of the Alabama Constitution, the Licensee shall not sell, transfer, lease, assign, sublet, or dispose of in whole or in part, either by forced or voluntary sale, or by ordinary sale, consolidation, or otherwise, any of the rights or privileges granted by this Ordinance, without the prior consent of the City, which consent shall not be unreasonably withheld.

SECTION 6. COMPENSATION

6.1 Use Fee. During the Initial Term and Renewal Term, as applicable, of this franchise, Licensee shall pay to the City quarterly a fee ("Use Fee") that is in an amount equal to five percent (5%) of its quarterly Gross Revenues. Any payments due shall be made within forty-five (45) days of the end of each of Licensee's fiscal quarters together with a report showing the basis for the computation. Gross Revenues on Telecommunications Services that originate in another Municipality, and terminate in the City shall be evenly apportioned among the two for the purposes of calculating the Fee owed to each by the Company, such that the aggregate use fee paid by the Company shall not exceed five percent (5%) of the Gross Revenue on said Services.

6.2 Late Payments. Any amounts due but not paid by the Licensee by the date set forth in Subsection 6.1 shall be deemed late.

6.2.1 If the payment of the Use Fee is made after the deadline set forth in Subsection 6.1, the Licensee may be required to pay the City interest for the entire amount owed for any period of time beyond the deadline. The interest shall be at the Prime Rate as listed in the *Wall Street Journal* as of the end of the calendar year for the year before the payment is due, plus two percent (2%), unless State law establishes a maximum permissible interest rate, in which case the interest rate shall be the maximum interest allowable under State law.

6.2.2 In the event that the Use Fee payment is not made in full by the due date set forth in Subsection 6.1 and payment in full is not made within thirty (30) days after notice thereof by the City, including all interest due, then in addition to the provisions of Subsection 6.2.1 Licensees may also be declared in default of this Ordinance and subject to the fines, penalties, and sanctions permitted under Section 12 of this Ordinance.

6.2.3 Should the total amount owed remain unpaid for sixty (60) days after the date of the notification of non-payment or late payment set forth in Subsection 6.2.2, then the License may be revoked, terminated, or cancelled as noted elsewhere in this Ordinance and in accordance with rights of due process.

6.3 All amounts paid shall be subject to audit and recomputation by the City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount. In the event the City should conduct a review of Licensee's books and records pursuant to Section 6.7 of this Franchise and such review indicates a Use Fee underpayment of two percent (2%) or more, the Grantee shall assume all reasonable documented costs of such audit, and pay same upon demand by the City.

6.4 No acceptance of any payment shall be construed as a release, accord, or satisfaction of any claim that the City may have for further or additional sums payable under the provisions of this Ordinance or for any other performance or obligations of Licensee hereunder.

6.5 Payments of Use Fees made to the City by Licensee, or remittance of amounts

collected, shall be considered in addition to, and exclusive of, any and all taxes, business licenses or assessments.

6.6 Nothing in this Section 6 shall limit the authority of the City to require the payment of a fee or other assessment of any kind, by any third party, person or entity who provides services over or using Licensee's System in the City for which charges are assessed to Subscribers or Users, but which charges are not received by Licensee.

6.7 The City shall have the right to inspect, upon reasonable notice and during Normal Business Hours, or require Licensee to provide within a reasonable time copies of any records maintained by Licensee which relate to its operations including specifically Licensee's accounting and financial records. The City acknowledges that some of the records which may be provided by Grantee may be classified as confidential and therefore may subject Licensee to competitive disadvantage if made public. The City shall therefore maintain the confidentiality of any and all records provided to it by Licensee which are not required to be made public pursuant to applicable laws.

6.8 The Use Fee required by this Section 6 shall constitute compensation to the City for the Licensee's use of the City's Public Rights-of-Way for the calendar year in which the Use Fee is due by the date specified in Subsection 6.1. In the event that Licensee cease to have Facilities in the City's Public Rights-of Way, the City shall refund to Licensee's a pro-rata amount of the Use Fee paid by Licensee for the calendar year in which Licensee ceased to have Facilities in the City's Public Rights-of-Way; the pro-ration shall be based on the first day in the calendar year in which there were no Licensee's Facilities in the City's Public Rights-of-Way.

6.9 The first Use Fee due under this agreement shall be due on February 15, 2021.

6.11 The Licensee shall send all payments payable hereunder, to:

Finance Department
City of Auburn
144 Tichenor Avenue Suite 6
Auburn, Alabama 36830

6.10 Franchise Fee. Licensee shall not be subject to a franchise fee. All compensation related provisions of Section 83 of the Wireline Telecommunications System Ordinance that are not expressly applied to a Use Fee under Section 84 of the Wireline Telecommunications System Ordinance shall not apply to Licensee.

SECTION 7. ACCEPTANCE

The rights and privileges granted by this Ordinance shall not be effective until receipt by the City of an unconditional acceptance from Licensee, in written form acceptable to the City, within thirty (30) days of enactment by the City Council and publication of this Ordinance as provided in Section 14. Licensee's acceptance shall be in writing and shall include delivery of all current payments, insurance certificates, applications, acceptance fees, and performance of other requirements relating to commencement of new construction as set forth in this Ordinance.

SECTION 8. CONFIDENTIAL INFORMATION

To the extent allowed by Alabama law, if requested in writing, each party shall preserve the other party's information obtained in the course of the Licensee's use of the Public Rights-of-Way hereunder as confidential, and with the same degree of care in protecting its own confidential or proprietary information, which degree of care will be in no event less than reasonable care. The obligations under this Section 8 shall survive termination

of this Ordinance.

SECTION 9. INDEMNIFICATION

9.1 Licensee shall indemnify, defend and hold the City, its officers, officials, boards, commissions, agents, representatives, servants and employees (collectively the "Indemnified Parties") harmless from and against any and all lawsuits, claims, causes of action, actions, liabilities, demands, damages, judgments, settlements, disability, losses, expenses (including attorney's fees and disbursements of counsel) and costs of any nature that any of the Indemnified Parties may at any time suffer, sustain or incur arising out of the negligence, willful misconduct, or other fault of Licensee, their subcontractors, employees and agents, and connected with the Licensee's operations, the exercise of the authority granted under this Ordinance, the breach of Licensee obligations under this Ordinance and/or activities hereunder. Licensee shall not be required to indemnify the City for those lawsuits, claims, costs, losses, expenses (including attorney's fees and disbursements of counsel), demands, actions, liabilities, damages, judgments, settlements, disability or causes of action which arise solely from the negligence or willful misconduct on the part of the City or its officers, officials, boards, commissions, agents, representatives, servants, employees, or subcontractors.

9.2. The indemnification obligations of Licensee set forth in this Ordinance are not limited in any way by the amount or type of damages or compensation payable by or for Licensee under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Ordinance or the terms, applicability or limitations of any insurance held by Licensee.

9.3. The City does not, and shall not, waive any rights against Licensee which it may have by reason of the indemnification provided for in this Ordinance, because of the acceptance by the City, or the deposit with the City by Licensee, of any of the insurance policies described in Section 10 of this Ordinance.

9.4. The indemnification of the City by Licensee provided for in this Ordinance shall apply to all damages and claims for damages of any kind suffered by reason of any of the Licensee's operations referred to in this Ordinance, regardless of whether or not any of the insurance policies described in Section 10 of this Ordinance shall have been determined to be applicable to any such damages or claims for damages.

SECTION 10. INSURANCE

10.1 Prior to or on the date of Acceptance, Licensee shall, at their sole expense take out and maintain during the Term of this Ordinance commercial general liability insurance with a company licensed to do business in the State of Alabama with a rating by A.M. Best & Co. of not less than "A" that shall protect the Licensee, from claims which may arise from operations under this Ordinance, whether such operations be by the Licensee, its officials, officers, directors, employees and agents or any subcontractors of Licensee. This liability insurance shall include, but shall not be limited to, protection against claims arising from: a) bodily and personal injury and damage to property, resulting from Licensee's construction, maintenance and operation of the Telecommunications System and Facilities; b) Licensee's operation of vehicles, and; c) Licensee's products and operations. Licensees shall maintain, throughout the Initial Term and the Renewal Term, as applicable, of the Ordinance: general liability, automobile liability and workers' compensation insurance insuring Licensee in the minimum amounts of:

10.1.1 Commercial liability insurance insuring Licensee in the minimum

amounts of:

10.1.1.1 One million dollars ($1,000,000) per occurrence;

10.1.1.2. One million dollars ($1,000,000) personal and advertising injury;

10.1.1.3. One million dollars ($1,000,000) general aggregate; and

10.1.1.4 One million dollars ($1,000,000) product and completed operations aggregate.

10.1.2 Automobile liability insurance insuring Licensee in the minimum amount of one million dollars ($1,000,000) combined single limit.

10.2 The following endorsements shall be attached to the liability policy:

10.2.1 The policy shall provide coverage on an "occurrence" basis subject to the “aggregate” limit.

10.2.2 The policy shall cover personal injury as well as bodily injury.

10.2.3 The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.

10.2.4 Broad form property damage liability shall be afforded.

10.2.5 The City shall be named as an additional insured under the Licensee’s general liability insurance policy and the automobile liability insurance policy.

10.2.6 An endorsement shall be provided which states that the coverage is primary insurance and that no other insurance maintained by the City will be called upon to contribute to a loss under this coverage.

10.2.7 Standard form of cross-liability shall be afforded.

10.2.8 An endorsement stating that the policy shall not be canceled without thirty (30) days advanced written notice of such cancellation given to the City.

10.2.9 Licensee shall also carry workers’ compensation insurance that shall provide statutory workers’ compensation coverage and employers’ liability with limits of, at a minimum five hundred thousand dollars ($500,000) each accident, five hundred thousand dollars ($500,000) disease-each employee, and five hundred thousand dollars ($500,000) accident, five hundred thousand dollars ($500,000) disease – policy limit.

10.2.10 Licensee shall be responsible for the payment of any deductibles or self-insured retentions.

10.3 Licensee shall submit to the City documentation of the required insurance, including a copy of the policy showing that the City is an additional insured, as well as all properly executed endorsements.

10.4 Nothing contained in this Ordinance shall limit the Licensee’s liability to the City to the limits of insurance certified or carried.

SECTION 11. SURETY BOND

If requested by the City, Licensee shall post a surety bond or letter of credit as required by the City to secure full performance of the obligations hereunder. The City may draw upon the security bond or letter of credit in accordance with the provisions of Section 12 of this Ordinance.

SECTION 12. DEFAULT

12.1 Each of the following shall constitute an Event of Default by Licensee:

12.1.1 Failure to make any payments to the City by the due date, as required to be made in respect to the fee set forth in Section 6.

12.1.2 Failure to maintain the required liability insurance policy, or to provide evidence of such to the City upon request.

12.1.3 Failure to provide and maintain a valid surety bond or letter of credit as provided in Section 11.

12.1.4 Any substantial breach of a material provision of any condition to use of the Public Rights-of-Way set forth herein or in the Wireline Telecommunications System Ordinance that is not cured within thirty (30) days after written notice to Licensee, except that any violations of any applicable safety or construction requirements or regulations that present a threat to health or safety may be required to be eliminated or remedied in a shorter period of time as deemed appropriate under the circumstances by the City Manager or his designee.

12.1.5 Any persistent failure by Licensee to comply with any of the provisions, terms or conditions of this Ordinance or with any rules, regulations, orders or other directives of the City after having received written notice of a failure to comply.

12.1.6 Any act or omission that is not in compliance with any provision of any regulatory ordinance that is not cured within thirty (30) days written notice thereof, or any violation of a provision of the Wireline Telecommunications System Ordinance that is not cured within the period of time set forth in the Wireline Telecommunications System Ordinance following written notice thereof.

12.1.7 The condemnation by public authority, other than the City, or sale or dedication under threat or in lieu of condemnation, of all or substantially all of the Licensee's Facilities.

12.2 Remedies of the City. Upon the occurrence of an Event of Default, the City shall notify the Licensee in writing, in accordance with Subsection 15.4 of this Ordinance, at least thirty (30) days before pursuing any of the following remedies:

12.2.1 Make a claim against the surety bond required by the provisions of Section 11 of this Ordinance for any specified amount due to the City under Section 6 of this Ordinance; provided, however, that any such claim based on an Event of Default under Subsection 12.1.1 may only be made after the thirty (30) day period described in Subsection 6.2.2 has expired.

12.2.2 Make a claim against the surety bond required by the provisions of Section 11 of this Ordinance for the collection of liquidated damages in

an amount up to two hundred dollars ($200) per day or per incident.

12.2.3 Revoke the rights and privileges granted under this Ordinance, and require Licensee to remove their Facilities from the Public Rights-of-Way; provided, however, that such remedy will not apply to an Event of Default under Subsection 12.1.1 unless the payment remains unpaid as described in Subsection 6.2.3.

12.2.4 Invoke any other remedy available by law or equity.

The Licensee shall be entitled, at any time during the thirty (30) day period following delivery to it of a written notice from the City, in accordance with Subsection 15.4 of this Ordinance, to cure the breach with respect to which the City proposes to pursue any of the above remedies. The City shall not pursue any of the above remedies by reason of any breach that is either (i) cured or with respect to which a plan to cure reasonably acceptable to the City has been presented to the City by the Licensee prior to the time at which the proposed draw can be made, or (ii) with respect to which the Licensee have not been given notice as provided above. A claim against any surety bond pursuant to Subsections 12.2.1 and 12.2.2 shall, to the extent of such claim, constitute a credit against the amount of the applicable liability of the Licensee to the City.

12.3 Nonenforcement by City. Licensee shall not be relieved of any obligations to comply with any of the provisions of this Ordinance by reason of any failure or delay of the City to enforce prompt compliance. The City may only waive its rights hereunder by expressly so stating in writing and with approval of the City Council. Any such written waiver by the City of a breach or violation of any provision of this Ordinance shall not operate as or be construed to be a waiver of any subsequent breach or violation.

SECTION 13. TAXES AND LICENSE FEES

The Licensee, and any subcontractor of the Licensee, shall be fully responsible for the payment of all applicable ad valorem, property, use, and other taxes, as well as business license and other fees.

SECTION 14. PUBLICATION

After adoption by the City Council of City, this Ordinance shall be published in a newspaper having general circulation within the City at the earliest date for publication. Such publication shall be done by the City Clerk and the expenses thereof shall be paid by Licensee.

SECTION 15. MISCELLANEOUS

15.1 This Ordinance, together with all Exhibits, shall constitute the entire Ordinance and no negotiations or discussions prior to adoption and acceptance of this Ordinance shall be of any effect.

15.2 The invalidity in whole or in part of any provision shall not affect the validity of any other provision.

15.3 In the event of a conflict between this Ordinance and the Wireline Telecommunications System Ordinance, this Ordinance shall control.

15.3 The right and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity. A waiver of a breach of any provision thereof shall not constitute a waiver of any other breach. The laws of the State of Alabama shall govern this Ordinance.

15.4 Notices shall be in writing, mailed certified with return receipt requested, effective the delivery date as shown on the return receipt, and sent to:

The Licensee:

Unti Fiber GulfCo LLC
107 St Francis Street
Suite 1800
Mobile, AL 36602
Attn: Kelly McGriff

The City:

The City of Auburn, Alabama
144 Tichenor Avenue, Suite 1
Auburn, AL 36830
Attn: City Manager

or to replacement addresses that may be later designated in writing.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this 7th of October 2025.

_____
Mayor

Attest:

_____
City Manager

ACCEPTED: This Franchise is accepted, and we agree to be bound by its terms and conditions.

Unti Fiber GulfCo LLC

ATTEST:

By:_____ By:_____

Its:_____ Its:_____

Date: _____, 2025

SWORN TO BEFORE ME this
____ day of _____, 2025 SEAL

_____
NOTARY PUBLIC

City of Auburn

City of Auburn, Alabama

Application for Franchise to Use and Occupy the City's Rights-of-Way

Legal name of requested Franchisee Uniti Fiber GulfCo LLC

Mailing address c/o Capell & Howard, P.C., 150 South Perry Street, Montgomery, AL 36104

Contact name Tara Chambliss Title _____

Telephone _____ Fax _____ email _____

Form of business organization: ☐ partnership ☐ corporation ☑ limited liability company
☐ limited liability partnership ☐ sole proprietorship

Name of parent company Uniti Group, Inc. c/o Capell & Howard, P.C.

Address of parent company 150 S. Perry Street, Montgomery, AL 36104

Contact at parent company Tara Chambliss Title Attorney

Telephone 334-241-8020 Fax _____ email tara.chambliss@chlaw.com

Purposes for which the use and occupancy of rights-of-way within the City of Auburn are desired:
GulfCo's affiliate Southern Light, LLC, has a current franchise agreement with Auburn to lay fiber optic cables, and all appurtenances and appendages thereto, and to construct, install, maintain and operate its Telecommunications System pursuant to City Ordinance 3243 adopted on 8-18-2020. Southern Light is transitioning its physical assets to GulfCo and would like to replicate the Southern Light Franchise Agreement so that GulfCo has an identical agreement with the City.

Desired date to begin construction There is no construction anticipated at this time.

Does the company anticipate serving customers within the Auburn City limits? ☑ yes ☐ no

Does the company currently operate an office within the Auburn City limits? ☐ yes ☑ no

If yes, please provide address below

_____

_____

_____

In order to have a franchise application considered by the City Council, applicant must complete this form and submit it, along with a route map of the proposed route of rights-of-way on which occupancy is desired and a complete description, including engineering drawings, of the facilities proposed to be installed to: **City of Auburn Finance Department, Attn: Franchise Applications, 144 Tichenor Avenue Suite 5, Auburn, AL 36830.** If you have not already requested a copy of the City's use and occupancy of rights-of-way ordinance and the City's model franchise ordinance, these may be requested by calling the Finance Department at 334.501.7220. Please attach any additional information the company would like to provide.

Franchisees, or their subcontractors, are also required to obtain a license to do business within the City of Auburn *prior to beginning construction* within the City limits. Questions about the business licensing process may be directed to the City's Revenue Office at 334.501.7239.

Tara Chambliss
Signature of Person Requesting Franchise

Tara Chambliss
Print Name of Person Requesting Franchise

Date August 11, 2025

Agenda Item Summary

Item No. 10 a 1

Council Meeting Date	October 7, 2025
Department	Water Resource Management
Submitted By	Eric Carson
Agenda Section	Resolutions

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

JACOBS Engineering Group, Inc.
4121 Carmichael Road, Suite 400
Montgomery, AL 36106

Description of item under consideration

Resolution authorizing the City Manager to execute Task Order 02-2026: Professional Consulting Engineering Services to the City of Auburn, Alabama — Northside Water Pollution Control Facility Pump Station and Flow Equalization Project — Phase 2 in an amount not to exceed $701,800 without a revision to this contract. This resolution authorizes an additional 10 percent of the contract amount ($70,180) as contingency for unforeseen conditions for a total authorization of $771,980. Task Order 02-2026 is discussed in further detail in the attached memorandum.

Why is Council action needed?

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

Is this a budgeted item?: Yes

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch

THROUGH: Keith Williams – Public Services Executive Director

FROM: Eric A. Carson, P.E. – Water Resource Management Director

DATE: October 7, 2025

SUBJECT: JACOBS Task Order 02-2026: Professional Consulting Engineering Services to the City of Auburn – Northside WPCF Pump Station and Flow Equalization Project – Phase 2

The Water Resource Management Department is requesting City Council approval to enter into a contract agreement with JACOBS for Task Order 02-2026: Professional Consulting Engineering Services to the City of Auburn, Alabama – Northside WPCF Pump Station and Flow Equalization Project – Phase 2 in an amount not to exceed $701,800 without a revision to this contract.

The purpose of Task Order 02-2026 is to provide engineering services for the design, bid and services during construction for the Northside WPCF Pump Station and Flow Equalization Project – Phase 2. Specific elements of this project are detailed in the attached Task Order 02-2026 and generally include the following: (1) Improvements/modifications to the existing Northside Influent Pump Station; (2) Improvements to the existing Northside Transfer Pump Station; (3) Construction of a 3 million gallon per day (MGD) pre-stressed concrete flow equalization tank. Conceptual design of this project was completed in October 2024 as part of JACOBS Task Order 02-2024. These improvements will provide additional capacity at the Northside WPCF and reduce sanitary sewer overflows by controlling wet weather flows at the facility.

This Task Order 02-2026 is being issued pursuant to the Standard Master Agreement for Professional Services between the City and JACOBS dated October 1, 2024.

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Auburn has determined that it is in the best interest of the City of Auburn to enlist professional consulting engineering services associated with the Northside WPCF Pump Station and Flow Equalization Project – Phase 2; and

WHEREAS, said services will include design, bidding and services during construction for the Northside WPCF Pump Station and Flow Equalization Project – Phase 2 as described in the attached Task Order 02-2026 submitted by JACOBS; and

WHEREAS, the project will consist of (1) Design and production of construction documents for the construction of pump station improvements and a pre-stressed concrete flow equalization tank at the Northside Water Pollution Control Facility; and, (2) Providing engineering and inspection services during the course of construction of the project; and

WHEREAS, the City of Auburn requests a contract with JACOBS for Task Order 02-2026: Professional Consulting Engineering Services to the City of Auburn, Alabama – Northside WPCF Pump Station and Flow Equalization Project – Phase 2 in the amount of $701,800 and further authorizes an additional 10 percent of the contract amount ($70,180) as contingency for unforeseen conditions for a total approval of $771,980.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama does hereby authorize the City Manager to execute Task Order 02-2026 on behalf of the City.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of October 2025.

_____
MAYOR

ATTEST:

_____
CITY MANAGER

Task Order 02-2026

TASK ORDER IS ISSUED PURSUANT TO THE STANDARD MASTER AGREEMENT FOR PROFESSIONAL SERVICES DATED OCTOBER 1, 2024 (AGREEMENT), FOR THE CITY OF AUBURN, ALABAMA, WHICH IS INCORPORATED HEREIN BY THIS REFERENCE, WITH RESPECT TO:

Professional Consulting Engineering Services for the City of Auburn, Alabama

Northside WPCF Pump Station and Flow Equalization Project – Phase 2

Article A. Purpose

The purpose of Task Order 02-2026 is for a Jacobs Engineering Group Inc. (JACOBS) to provide professional engineering and consulting services to the CITY OF AUBURN, ALABAMA under the terms of the AGREEMENT for the Northside Pump Station & Flow Equalization – Phase 2 (Project). Major tasks to be included in this Project are listed below.

1. Provide Contract Documents to solicit bids for:
    - Northside Influent Pump Station which includes:
        - Installation of new submersible pumps including wet well piping, base elbows, and pump rails.
        - Replacement of valves and valve pit piping.
        - Modification of the existing Pump Control Panel (PCP).
        - Installation of level transmitter.
        - Installation of force main from the pump station to the flow equalization tank.
        - Replacement of existing MCC and electrical components as necessary for installation of new submersible pumps, including installation of VFDs.
    - Northside Transfer Pump Station which includes:
        - Replacement of submersible pumps, including wet well piping base elbows, and pump rails.
        - Replacement of dewatering pump, including wet well piping, base elbows, and pump rails.
        - Replacement of valves and valve pit piping.
        - Installation of new gravity line to station, from flow equalization tank.
        - Reprogramming of the existing Pump Control Panel (PCP) including expansion of PLC modules for additional I/O.
        - Installation of Variable Frequency Drives (VFD).
    - Northside Flow Equalization Tank which includes:
        - Construction of Pre-stressed Concrete Equalization tank with concrete roof.
        - Installation of tank influent and effluent lines.
        - Installation of tank mixers.

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- Installation of instrumentation and electrical components necessary for operation of the equalization tank.

2. Provide Bid Phase Services
3. Provide Services During Construction

Article B. Scope of Work

The proposed scope of work for this task order is described below by major task and subtask.

Task 1 – Design

This task includes preparation of a schematic design memorandum, schematic design drawings, and the 90% design documents that will include drawings and specifications. It is anticipated that the 90% documents will consist of two volumes. Upon completion of this task, JACOBS will send electronic sets of the 90% documents for review by the CITY OF AUBURN.

This task also includes the incorporation of JACOBS's internal QC comments and the CITY OF AUBURN's review comments and production of the bid documents. The task includes the production of final bid documents for distribution to the CITY OF AUBURN, potential bidders, and vendors.

Task 1.1 – Schematic Design (30-50% Design)

This subtask includes advancement of the design sufficiently to gain endorsement by the CITY OF AUBURN for equipment sizing, development of site layout and required site improvements, incorporation of operational and maintenance requirements, finalization of impacts to existing facilities and facility operation and create an opinion of probable construction cost. This task will include the following major items of work:

- Development of a Geotechnical Scope of Work (GSOW). The GSOW will be provided to the CITY OF AUBURN for procurement of a geotechnical firm. The number and location of borings will be based on a general layout of the pump stations and EQ agreed upon during the Conceptual Design completed in Phase 1 of the Project. An analysis of the geotechnical borings will be performed. (Geotechnical SOW provided in Phase 1 of the project).
- Analysis of 15-inch "Willow Creek" gravity line connection at headworks and analysis of future Old Samford Interceptor connection.
- Development of a Survey Scope of Work (SSOW). The limits of the SSOW will be based on a general layout of the new pump station and EQ agreed upon during the Conceptual Design completed in Phase 1 of the project.
- 50% Level Process Mechanical Design of the pump stations including development of pump station models, creation of process mechanical drawings from the model, development of pump technical specifications, and creation of conceptual yard piping drawings showing connections to the existing Northside WPCF piping. (Pump station hydraulic models were created, and pumps were selected during Phase 1 of the project. This work was required to determine a preferred path forward for concept development).
- 50% Level Process Mechanical Design of a diesel fueled suction lift pump for emergency backup pump for the Northside pump station including conceptual yard piping drawings.
- 50% Level Process Mechanical Design of the equalization tank, including piping connections with the influent and transfer pump stations. The equalization tank design will incorporate operational and maintenance preferences documented during the conceptual level phase.

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- 60% Level P&IDs showing the instrumentation and control requirements of the pump stations and equalization tank. This will also include an overall process flow diagram of the existing tie-ins, pump stations, and equalization tank.
- 30% Level Electrical Design including electrical one-lines showing required electrical infrastructure for influent and transfer pump station improvements and equalization. The one-lines will also show tie-in and incorporation of existing electrical infrastructure.
- 50% Level Site Design showing the location of the pump stations and proposed equalization tank. The site design will show proposed paving and site grading in the vicinity of the proposed facilities. The site design drawings will be used to determine demolition requirements and additional site improvements to be designed during later phases of the Project.
- Based on the design document prepared, the cost estimate prepared during Phase 1 of the project will be updated.
- This information will be summarized in a schematic design report and presented to the CITY OF AUBURN. The report will be reviewed at a Schematic Design workshop to gain endorsement from CITY OF AUBURN staff prior to proceeding into further subsequent phases of design. Anticipated disciplines included in this phase are process mechanical, electrical, civil/geotechnical, and instrumentation and control. No detailed architectural, structural, or HVAC design will be performed during this phase.
- A schematic design workshop will be conducted with CITY OF AUBURN staff and JACOBS' design team members to review the schematic design deliverables. The purpose of the workshop will be to gain endorsement of design concepts and equipment layouts. Additionally, the workshop discussion will be used to establish the electrical basis of design to be used in subsequent phases.

Task 1.1 Deliverables

- Geotechnical SOW
- Survey SOW
- Schematic Design Report
- Opinion of Probable Construction Costs
- Schematic Design Workshop Agenda
- Schematic Design Workshop Summary

Task 1.1 Assumptions

- The CITY OF AUBURN will contract directly with the surveying and geotechnical firms and will be responsible for all fees associated with associated work.
- Schematic Design Memorandum and Cost Estimate will be provided in an electronic (PDF) format. No hard copies will be produced.
- The CITY OF AUBURN staff will provide review comments for draft deliverables within two weeks or deliverable will be considered acceptable as submitted.
- No architectural modifications will be performed to electrical building.
- Existing monorail and support structure will be reused.
- Asphalt replacement and curb/gutter modifications are limited to areas disturbed by installation of pipes and equipment.
- Pump station wet wells will be recoated, relined, or patched as needed.

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- Substantial structural modifications to the existing pump stations will not be required.

Task 1.2 – Design Development/Contract Document Preparation (90% Design)

This task includes the services necessary to develop the concepts from the Schematic Design into final contract documents (plans and specifications) for the Project. Design decisions reached during the SD Phase will be used to develop the documents. This task will include the following major activities:

- Incorporation of final soil boring locations and results into the bid documents.
- Finalize site layout depicting pertinent elevations, benchmarks and grading.
- 90% Level Process Mechanical Design of the pump stations including finalization of process mechanical drawings from the model, finalization of technical specifications, and finalization of yard piping drawings.
- 90% Level Process Mechanical Design of the emergency back up pump including finalization of process mechanical drawings, finalization of technical specifications, and finalization of yard piping drawings.
- 90% Level Process Mechanical Design of the equalization tank, including piping connections with the influent and transfer pump stations.
- 90% Level P&IDs showing the instrumentation and control requirements of the pump stations and equalization tank. This will also include an overall process flow diagram of the existing tie-ins, pump stations, and equalization tank.
- 90% Level Electrical Design including finalization of electrical one-lines, wiring diagrams and electrical room layout drawings.
- 90% Level Site Design including the finalization of site layout depicting pertinent elevations, benchmarks and grading. Finalization of demolition drawings depicting limits and requirements.
- Based on the design document prepared in the above tasks, the cost estimate prepared during Schematic Design of the Project will be updated.
- A 90% design workshop will be conducted with CITY OF AUBURN staff and JACOBS' design team members to review the 90% design deliverables.
- Finalize special construction considerations for incorporation into Project Coordination specification.
- Finalize scope and price for Process Instrumentation and Controls System (PICS) integration work to be included as an allowance to the Contract in the Bid Documents.
- Internal QC review of all disciplines.

Task 1.2 Deliverables

- 90% Contract Documents
- Cost Estimate

Task 1.2 Assumptions

- The allowance for PICS integrator will be determined prior to the bid phase and included in the bid and awarded as part of the Contract. Coordination with PICS integrator during the design phase will occur as noted previously.
- 90% Contract Documents and Cost Estimate will be provided in an electronic (PDF) format. No hard copies will be produced.

Task 1.3 – Fix-up

This subtask includes the incorporation of QC comments received by JACOBS' internal QC reviewers and comments received from the CITY OF AUBURN staff.

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Task 1.3 Deliverables

- Final Bid Documents

Task 1.3 Assumptions

- Final Bid Documents will be provided in an electronic (PDF) format. No hard copies will be produced.

Task 2 - Bid Phase Services

This task includes assisting the CITY Of AUBURN during the bid and award phase for the construction of the Project. It is assumed JACOBS will prepare the advertisement and the CITY OF AUBURN will coordinate placement of the advertisement in accordance with the State of Alabama Bid Law.

JACOBS will distribute electronic copies of the bid documents to potential bidders, equipment suppliers, or other interested parties.

During the bid phase, JACOBS will communicate with potential bidders, vendors, manufacturers, and others as necessary to respond to all questions received in writing. JACOBS will produce a maximum of two (2) addenda to the contract documents to address questions and changes determined during the bid phase.

JACOBS will attend the bid opening, tabulate the bid proposals, and perform an analysis of the bids. Following our review of the bids, JACOBS will make a recommendation to award the contract to the lowest responsive, responsible bidder, pending CITY OF AUBURN legal review. After award of the contract, JACOBS will coordinate the execution of the contract documents and prepare the notice to proceed.

Task 2 Deliverables

- Advertisement for Bids
- Addenda
- Analysis of Bids
- Letter for recommendation of award of contract
- Conformed Contract Documents for execution

Task 2 Assumptions

- The CITY OF AUBURN will be responsible for all fees associated with advertising the Project for bid. JACOBS will coordinate with and provide assistance to the CITY OF AUBURN during advertising.
- Electronic copies, only, of Bid Documents will be sent to prospective bidders
- Up to 2 Addenda will be issued
- Three sets of Conformed Contract Documents will be provided for execution as follows:
    - 1 set to selected Bidder
    - 1 set to the CITY OF AUBURN
    - 1 set to JACOBS

Task 3 - Services During Construction

Services outlined below are based on a construction duration of 12 months to substantial completion and 13 months to final completion.

Services to be provided are as follows:

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Task 3.1 Construction Contract Administration

Permits, Bonds and Insurance: JACOBS will verify that the required permits, bonds and insurance have been obtained and submitted by the Contractor.

Payments to Contractor: JACOBS will receive and review the Contractor's requests for payment. JACOBS will determine whether the amount requested reflects the progress of the Contractor's work and is in accordance with the contract for construction. JACOBS will provide recommendations to the CITY OF AUBURN as to the acceptability of the requests. JACOBS will advise the CITY OF AUBURN as to the status of the total amounts requested, paid, and remaining to be paid under the terms of the contract for construction.

Recommendations by JACOBS to the CITY OF AUBURN for payment will be based upon JACOBS's knowledge, information and belief from its observations of the work on site and selected sampling that the work has progressed to the point indicated.

Correspondence and Communications: JACOBS will coordinate written communications among the Contractor, JACOBS and CITY OF AUBURN during the construction. JACOBS will prepare written communications to the Contractor and provide recommendations to the CITY OF AUBURN for written communications between the CITY OF AUBURN and Contractor.

Project Closeout: JACOBS will assist the CITY OF AUBURN in issuing documents for substantial and final completion and acceptance of the work. JACOBS will advise the CITY OF AUBURN on partial payment, release of retainage, and final payment.

Vendor Operation and Maintenance Manuals, Training: JACOBS will coordinate with the Contractor for the submission of required manuals provided by equipment suppliers for operation and maintenance and for training of the CITY OF AUBURN's staff by the Contractor.

Warranties, Guarantees, Lien Releases: JACOBS will coordinate with the Contractor for the submission of required warranties, guarantees, lien releases and other similar documents as required by the contract for construction. JACOBS will advise the CITY OF AUBURN as to the acceptability and compliance of these documents with the contract for construction.

Task 3.1 Deliverables

- Recommendation of approval for pay requests

Task 3.1 Assumptions

- Up to eleven (11) recommendation of approval for pay requests will be provided

Task 3.2 Project Meetings

JACOBS will coordinate and lead the Pre-Construction Conference for the Project. In addition to the Pre-Construction Conference, up to 10 monthly progress meetings will be held during the course of the Project. As many as two additional formal meetings will be held for coordination of services before significant tasks (tank installation and similar) begin. JACOBS will produce summaries of the meetings held and distribute to parties in attendance.

Task 3.2 Deliverables

- Meeting agenda of pre-construction conference
- Meeting summary of pre-construction conference
- Meeting agenda of monthly meetings
- Meeting summary of monthly meetings

Task 3.2 Assumptions

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- Up to eleven (10) monthly meeting agenda and summaries will be provided
- All deliverables will be provided in electronic format

Task 3.3 Field Observations/Site Visits

JACOBS will conduct periodic on-site observations of the Contractor's work for the purposes of determining if the work generally conforms to the contract for construction and that the integrity of the design concept as reflected in the contract for construction has been implemented and preserved by the Contractor.

JACOBS' observation of the work is not an exhaustive observation or inspection of all work performed by the Contractor. JACOBS does not guarantee the performance of the Contractor. JACOBS' observations shall not relieve the Contractor from responsibility for performing the work in accordance with the contract for construction, and JACOBS shall not assume liability in any respect for the construction of the Project. JACOBS will work closely with the Contractor to determine when site visits for Field Observation are required to reach milestones established by the Contractor's schedule.

It is assumed that JACOBS will utilize up to 480 hours on site visits during the course of the construction project for review of Contactor's work in accordance with Article 4 of the AGREEMENT, and to resolve issues associated with interpretations of the documents and or field conditions. Periodic resident observation of the construction provided by JACOBS includes an average of fifteen (15) hours per week for a period of up to eight (8) months. This task also includes site visits by JACOBS' electrical engineer and I&C engineer to assist in equipment and control system startup and testing. It is assumed that these visits will utilize up to 40 hours.

Task 3.3 Assumptions

- Up to 480 hours of resident observation over a period of eight (8) months
- Up to 40 hours for electrical engineer and I&C engineer site visits
- If desired, the CITY OF AUBURN may provide a full-time inspector during construction activities. JACOBS will coordinate with the inspector and contractor and attend monthly meetings and be onsite for key construction activities only.

Task 3.4 Shop Drawings and Submittal Review

JACOBS will coordinate with the design team for the reviews of the Contractor's shop drawings, samples, and other submittals. JACOBS will log and track shop drawings, samples and submittals.

JACOBS and design team's review of shop drawings, samples and submittals shall be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review shall not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.

Task 3.4 Deliverables

- Submittal reviews

Task 3.4 Assumptions

- Reviews of up to 60 submittals will be provided
- Additional submittal reviews will be provided on an hourly-rate basis

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Task 3.5 RFI/RFQ/Change Orders

JACOBS will prepare and coordinate the completion of up to ten (10) RFIs, eight (8) RFQs, and three (3) change orders throughout the duration of the Project.

Task 3.5 Deliverables

- RFIs
- RFQs
- Change orders

Task 3.5 Assumptions

- Up to ten (10) RFIs will be answered
- Up to eight (8) RFQs each will be requested
- Up to three (3) change orders will be produced

Task 3.6 Record Drawings

JACOBS will revise the original design drawings to reflect available record information provided by the Contractor and equipment suppliers. Record Drawings will be provided to the CITY OF AUBURN in electronic (pdf) format.

Task 3.6 Deliverables

- Record drawings

Task 3.6 Assumptions

- Two (2) 11”x17” hardcopy sets, and one (1) digital set of record drawings will be produced

Preliminary Drawing List

The preliminary drawing list is presented in Table 1 below.

Table 1 - Preliminary Drawing List

Sheet No.	Facility/Unit Process	Drawings
1	General Sheet	Cover
2	General Sheet	Index/Map/Symbols
3	General Sheet	Civil Legend
4	General Sheet	Process Mechanical Legend
5	General Sheet	Process Mechanical Legend
6	General Sheet	Electrical Legend
7	General Sheet	Electrical Legend
8	General Sheet	I&C Legend
9	General Sheet	I&C Legend
10	General Sheet	Structural Legend

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11	General Sheet	Structural Legend
12	General Sheet	Process Flow Diagram
13	Civil Sheet	Site Plan
14	Civil Sheet	Site Demo and Erosion Control Plan
15	Civil Sheet	Yard Piping
16	Structural Sheet	EQ Tank Foundation Plan
17	Structural Sheet	EQ Tank Foundation Roof Plan
18	Structural Sheet	EQ Tank Foundation Sections and Enlarged Plan
19	Process Mechanical Sheet	Influent Pump Station – Lower Plan
20	Process Mechanical Sheet	Influent Pump Station – Upper Plan
21	Process Mechanical Sheet	Influent Pump Station - Section
22	Process Mechanical Sheet	EQ Tank Inlet Plan and Section
23	Process Mechanical Sheet	Transfer Pump Station Lower Plan
24	Process Mechanical Sheet	Transfer Pump Station Upper Plan
25	Process Mechanical Sheet	Transfer Pump Station Sections
26	Electrical Sheet	Electrical Site Plan
27	Electrical Sheet	EQ Power Plan and Riser Diagram
28	Electrical Sheet	Influent PS Power Plan and Riser Diagram
29	Electrical Sheet	Transfer PS Power Plan and Riser Diagram
30	Electrical Sheet	Northside Plant Overall One-Line Diagram and LVSG-1 Front Elevation
31	Electrical Sheet	MCC-3 and MCC-4 One-Line Diagram and Front Elevations
32	I&C Sheet	Network Diagram
33	I&C Sheet	P&ID

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34	I&C Sheet	P&ID
35	Detail Sheet	Civil
36	Detail Sheet	Process Mechanical
37	Detail Sheet	Process Mechanical
38	Detail Sheet	Electrical
39	Detail Sheet	Electrical
40	Detail Sheet	I&C
41	Detail Sheet	I&C
42	Detail Sheet	Structural
43	Detail Sheet	Structural
44	Detail Sheet	Structural

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Article C. Compensation

As compensation for providing the services described in this Task Order, a budget ceiling of $701,800 will be established that will not be exceeded without an amendment to the Task Order. Compensation for the services will be in accordance with Article 2 – Compensation, of the AGREEMENT.

Tasks 1-3 will be billed on a lump sum basis. Task 3 will be billed on a time and materials basis. Bill rates will be capped at $225 per hour. Any Global Integrated Delivery employees charging to the Project will be billed at $85 per hour. An estimated per task breakdown of the proposed compensation for this Task Order is summarized below.

Task	Budget
Task 1.1 – Schematic Design	$215,000
Task 1.2 – Detailed Design/Contract Document Production	$182,500
Task 1.3 – Fix-up	$36,400
Task 2 – Bid Phase Services	$23,900
Task 3 – Services During Construction	$244,000
Total Budget	**$701,800**

JACOBS will inform the CITY OF AUBURN periodically of progress so that the budget and/or work effort can be adjusted if deemed necessary. JACOBS is not obliged to incur costs beyond the indicated budget, as may be adjusted, nor is the CITY OF AUBURN obligated to pay JACOBS beyond these limits. If a Project budget increase is identified and approved, JACOBS's excess costs expenditures prior to the increase will be allowable to the same extent as if the costs had been incurred after the approved increase.

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Article D. Period of Service

The estimated Project schedule is as follows:

Task	Completion Date	Deliverables
Task 1 – Design		
Schematic Design	November 2025 (2 months following survey completion)	Survey SOW Schematic Design Documents Schematic Design Workshop
Detailed Design/Contract Document Production	February 2026 (3 months following Schematic Design Review)	90% Design Documents 90% Design Workshop
Fix-up	March 2026 (3 weeks after 90% Review)	Bid Documents
Task 2 – Bid Phase Services		
Project Advertisement Bid Opening Notice of Award	 May 2026 June 2026	Advertisement to Bid Addenda and Clarifications Award Recommendation Letter
Task 3 – Services During Construction		
Notice to Proceed Substantial Completion Final Completion	July 2026 April 2027 (10 months following Award) May 2027 (1 month following Substantial Completion)	Conformed Documents Monthly Meeting Minutes Pay Request Approval Recommendations Submittal Reviews RFI's and RFQ's Change Orders Record Drawings

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Article E. Authorization

The Authorized Representatives designated below are authorized to act with respect to the Task Order. Communications shall be between parties and their consultants or subcontractors through the Authorized Representatives:

For the CLIENT:		For the ENGINEER:	
The City of Auburn, Alabama		Jacobs Engineering Group Inc.	
Name:	Eric A. Carson	Name:	Nick Freeman
Address:	1501 West Samford Avenue	Address:	4121 Carmichael Road – Ste 400
	Auburn, AL 36832		Montgomery, AL 36106
Phone:	(334) 501-3061	Phone:	(334) 462-3017
Email:	ecarson@auburnalabama.org	Email:	Nicholas.freeman@jacobs.com

Task Order 02-2026 is effective this _____ day of _____ 2025.

Accepted for CLIENT by:		Accepted for Jacobs Engineering Group Inc. by:	
Name:	Megan Crouch	Name:	Nicholas Freeman
Title:	City Manager	Title:	

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Agenda Item Summary

Item No. 10 a 2

Council Meeting Date	October 7, 2025
Department	Public Safety
Submitted By	Will Mathews
Agenda Section	Resolutions

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

Sunbelt Fire
8050 McGowin Drive
Fairhope, AL 36532

Description of item under consideration

Resolution authorizing the City Manager to execute a contract with Sunbelt Fire for the purchase of one (1) E-One Custom Pumper Truck to be used by the Fire Department. The total cost with prepayment discount is $873,071.

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

FROM: Will Mathews, Public Safety Executive Director

DATE: September 29, 2025

SUBJECT: Purchase of E-One Custom Pumper Truck

I request that the City of Auburn purchase one (1) E-One Custom Pumper Truck to be used by the Fire Department. The proposed truck will replace Fire Engine 2, which has been in service for over 10 years as a front runner and will be re-allocated as a reserve per the recommendations of the City's Fleet manager. This purchase will reduce downtime and coverage issues during maintenance and/or repair. This request is in recognition of a delivery lead time of approximately 6 months.

It is, therefore, the recommendation of the Fire Department to purchase an E-One Custom Pumper Truck from Sunbelt Fire through Sourcewell 113021-RVG-1 cooperative purchasing contract. The quoted amount of $933,611 includes all specified options and with a full prepayment discount of $60,540, the purchase price will be $873,071. I also recommend approval for up to two percent (2%) of the prepayment purchase amount ($17,461.42) as contingency to be used for unforeseen conditions.

The apparatus quote meets the specifications developed and is the most appropriate unit to improve the existing fleet.

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) E-One Custom Pumper Truck to be used by the Fire Department; and

WHEREAS Sourcewell 113021-RVG-1 cooperative purchasing contract establishes the price at $933,611 through Sunbelt Fire with the option for a full prepayment discount of $60,540, reducing the total cost to $873,071; and

WHEREAS the City Council further authorizes an additional two percent (2%) contingency of the discounted cost, in the amount of $17,461.42 to cover unforeseen conditions with the purchase.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama authorizes the City Manager to execute a contract with Sunbelt Fire to purchase one (1) E-One Custom Pumper Truck with all specified options and a prepayment discount in the amount of $873,071 and further authorizes an additional two percent (2%) of the prepayment purchase amount ($17,461.42) as contingency for unforeseen conditions.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 7th day of October 2025.

_____
Mayor

ATTEST:

_____
City Manager

SunbeltFire
Serving those who save and protect lives™

City of Auburn Fire Department
Auburn, Alabama

May 30, 2025

Please consider our proposal for the following, in strict accordance with technical specifications available upon request:

One (1) E-ONE Custom Pumper on a Custom E-ONE 100"W Cyclone Chassis **$ 933,611.00**
Per Quote No. 140913

The above pricing is valid for (21) calendar days on the Sourcewell 113021-RVG-1 cooperative purchasing contract. At the expiration of this quote, please contact Sunbelt Fire, Inc., for updated pricing.

A 100% prepayment option is available on the above. Should the purchaser wish to take advantage of this prepayment discount, ($60,540.00) may be deducted from the above proposal amount if prepayment is received by October 15, 2025. If opted for, the prepayment price shall be $873,071.00. If prepayment is not received by October 15, 2025, the full proposal price listed above will be due at delivery and acceptance. A performance/payment bond shall be provided if requested and at an additional charge.

The above pricing includes no NFPA suggested or required loose equipment unless otherwise noted or listed specifically herein. Any equipment required shall be the responsibility of the purchaser to place on the completed apparatus prior to its being placed in service.

The price quoted includes delivery and instruction & familiarization by a factory trained technician. Delivery is estimated between 280 – 400 calendar days from the date of proposal.

Delivery is quoted in good faith and is subject to delays beyond the reasonable control of the manufacturer. Payment is expected in full upon delivery and acceptance. Statement of Origin and Bill of Sale, or Application for Vehicle Title if applicable, constitute a receipt of payment in full and will be presented at time of receipt of payment or delivery & acceptance as applicable.

The manufacturer reserves the right to make model and engineering changes where deemed necessary for improvement in design, or safety of users, without prior notice to the customer. Units will be built according to all FMVSS, DOT, and NFPA standards unless otherwise noted or requested.

We appreciate the opportunity to provide you with information. This proposal is our written documentation of agreement of terms. Please contact Sunbelt Fire, Inc., with any questions or concerns.

Respectfully submitted,

Greg Silvester (via email)

Greg Silvester
Territory Manager
Sunbelt Fire, Inc.

Agenda Item Summary

Item No. 10 b

Council Meeting Date	October 7, 2025
Department	Finance
Submitted By	Allison Edge
Agenda Section	Resolutions

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

Wildcat Investments LLC
d/b/a Jimmy Johns
126 North College Street
Auburn, AL 36830

Description of item under consideration

Resolution authorizing legal action, up to and including an injunction to restrict Wildcat Investments, LLC from continuing business operations in the City of Auburn, and to obtain payment of delinquent 2025 license fees and taxes.

Why is Council action needed?

City Council action is required to seek an injunction to restrain a business from continuing to operate in accordance with City Code Section 12-4.

Is this a budgeted item?: N/A

AUBURN
ALABAMA

MEMORANDUM

TO: Megan McGowen Crouch

THROUGH: Allison D. Edge, Finance Director/Treasurer

FROM: LaTrice K. Mose, Revenue Manager

DATE: October 3, 2025

SUBJECT: Business License Revocation – Wildcat Investments, LLC, DBA Jimmy John's

Wildcat Investments LLC, DBA Jimmy John's (Wildcat) located at 126 N. College St. is delinquent on payment of sales taxes for the months of January 2025 through July 2025. In addition, the 2025 business license has not been renewed. Greg Majewski is the out-of-state member/owner of Wildcat. There is an extensive history of late filing and payment of monthly tax liabilities and annual business license fees as described in this memo.

In the last five years, Revenue staff has attempted to cite Mr. Majewski to municipal court multiple times but could not serve an out-of-state owner. The municipal judge approved citing the local manager as an agent of the owner. Based on this, the local manager has been cited to court multiple times since 2017. In each instance, the owner paid the outstanding taxes before the manager was scheduled to appear in court. In September 2022, staff prepared to request Council authorization to seek an injunction to close the business. The owner once again paid the outstanding taxes prior to the council meeting. However, the owner fell right back into delinquency. Revenue staff continued to send delinquent letters and attempt collection with no response.

In August 2024 and January 2025, staff drafted resolutions to begin the business license revocation process based on the new revocation option approved by the Council in early 2024. The owner was notified in both instances, and he responded immediately with a plan to pay the outstanding balances through December 2024. Since January 2025, the business owner failed to renew the 2025 business license and has failed to report and remit sales taxes since then.

We are requesting Council approval to move forward with the business license revocation process. This process will require the business owner to appear before the council to determine if Wildcat has violated City Code or State statute related to the payment of taxes by the business and determine if such violations constitute grounds for closing the business until all licenses and taxes are paid. In accordance with Ordinance 3413, Council will set a time for hearing on the matter.

RESOLUTION NO. _____

BE IT RESOLVED by the City Council of the City of Auburn, Alabama, in accordance with the provisions of Chapter 12 Article IV of *The Code of the City of Auburn* ("City Code") as follows:

The City Council has been provided with documents showing that the business known as Wildcat Investments, LLC, doing business as "Jimmy Johns", operating at 126 North College Street within the City of Auburn ("Wildcat Investments"), has received Notices of Delinquency from the City for the non-payment of sales taxes for the months of January 2025 through July 2025 as required by the provisions in City Code Section 12-87, and for failing to obtain a 2025 City of Auburn business license as required by the provisions in City Code Section 12-11, and

It has been sixty (60) days or more from the date on which the initial Notice of Delinquency was sent to Wildcat Investments;

NOW THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Auburn, in accordance with City Code Section 12-4, as follows:

Wildcat Investments shall be invited to appear before the City Council, no sooner than ten (10) days following the date of this Resolution, for a hearing at which the City Council shall consider the revocation of the business license issued by the City to Wildcat Investments and a prohibition of the renewal of the business license until all taxes and license fees have been brought current. The City Manager is hereby authorized to coordinate a date, time, and location for the hearing and to provide notice of the hearing to Wildcats.

The City Manager and/or her designee is hereby authorized to take all legal action, up to and including the filing of a request for an injunction, to obtain payment of all taxes to be remitted by Wildcat Investments and to restrict operations of Wildcat Investments until such time as Wildcat Investments has complied with all requirements of the City's sales tax regulations.

ADOPTED AND APPROVED by the City Council of the City of Auburn, this the 7th day of October 2025.

_____
Mayor

ATTEST:

_____
City Manager

City of Auburn

144 Tichenor Ave-Suite 6
Auburn, Alabama 36830

Phone: (334) 501-7239
Fax: (334) 501-7297
Website: www.auburnalabama.org

STATEMENT OF DELINQUENT ITEMS

April 1, 2025,

ACCOUNT: 222785

WILDCAT INVESTMENTS LLC
755 SCHNEIDER DR
SOUTH ELGIN, IL 60177-1161

Dear Business Owner:

Based on a review of your account, it has been determined **JIMMY JOHNS** is delinquent for the following items:

- **Unfiled January 2025 Sales Tax**

Please note there may be additional licenses and/or taxes for which **JIMMY JOHNS** is delinquent. Please contact our office for additional information.

If you feel you received this notice in error, please contact the Revenue Department at **revenue@auburnalabama.org** or **334-501-7239**. Continued delinquencies will result in additional enforcement efforts including, but not limited to, citations to municipal court. Thank you for your help in resolving this matter.

Sincerely,

City of Auburn
Revenue Office

Please note, these taxes cannot be filed on our Citizen Self Service portal.
Taxes can be filed in our office or on myalabamataxes.alabama.gov.

144 Tichenor Ave-Suite 6
Auburn, Alabama 36830

City of Auburn

Phone: (334)501-7239
Fax: (334)501-7297
Website: www.auburnalabama.org

STATEMENT OF DELINQUENT ITEMS

May 19, 2025,

ACCOUNT: 222785

WILDCAT INVESTMENTS LLC
755 SCHNEIDER DR
SOUTH ELGIN, IL 60177-1161

Dear Business Owner,

Based on a review of your account, it has been determined that **JIMMY JOHNS** is currently delinquent for the following:

Unfiled Period(s): JAN FEB MAR Monthly Sales Tax

Please be advised that there may be additional licenses and/or taxes for which **JIMMY JOHNS** is also delinquent. We encourage you to contact our office as soon as possible for full account status.

If you believe you received this notice in error, or if you have already submitted the required filings and payments, please contact the Revenue Department at **taxpayerinfo@auburnalabama.org** or **334-501-7239** to verify your account.

Continued delinquencies will result in further enforcement actions, which may include citations to municipal court and other collection efforts.

Thank you for your prompt attention to this matter.

Sincerely,
Revenue Department
City of Auburn

144 Tichenor Ave-Suite 6
Auburn, Alabama 36830

City of Auburn

Phone: (334)501-7239
Fax: (334) 501-7297
Website: www.auburnalabama.org

STATEMENT OF DELINQUENT ITEMS

June 17, 2025, **ACCOUNT: 222785**

WILDCAT INVESTMENTS LLC
755 SCHNEIDER DR
SOUTH ELGIN, IL 60177-1161

Dear Business Owner,

Based on a review of your account, it has been determined that **JIMMY JOHNS** is currently delinquent for the following:

UNFILED PERIOD(S): 2025 JAN FEB MAR APR MONTHLY SALES TAX

Please be advised that there may be additional licenses and/or taxes for which **JIMMY JOHNS** is also delinquent. We encourage you to contact our office as soon as possible for full account status.

If you believe you received this notice in error, or if you have already submitted the required filings and payments, please contact the Revenue Department at **taxpayerinfo@auburnal.gov** or **334-501-7239** to verify your account.

Continued delinquencies will result in further enforcement actions, which may include citations to municipal court and other collection efforts.

Thank you for your prompt attention to this matter.

Sincerely,
Revenue Department
City of Auburn

Sincerely,

City of Auburn
Revenue Office

144 Tichenor Ave-Suite 6
Auburn, Alabama 36830

City of Auburn

Phone: (334)501-7239
Fax: (334)501-7297
Website: www.auburnal.gov

STATEMENT OF DELINQUENT ITEMS

July 11, 2025, **ACCOUNT: 222785**

WILDCAT INVESTMENTS LLC
755 SCHNEIDER DR
SOUTH ELGIN, IL 60177-1161

Dear Business Owner,

Based on a review of your account, it has been determined that **JIMMY JOHNS** is currently delinquent for the following:

UNFILED PERIOD(S): 2025 JAN FEB MAR APR MAY MONTHLY SALES TAX

Please be advised that there may be additional licenses and/or taxes for which **JIMMY JOHNS** is also delinquent. We encourage you to contact our office as soon as possible for full account status.

If you believe you received this notice in error, or if you have already submitted the required filings and payments, please contact the Revenue Department at **taxpayerinfo@auburnal.gov** or **334-501-7239** to verify your account.

Continued delinquencies will result in further enforcement actions, which may include citations to municipal court and other collection efforts.

Thank you for your prompt attention to this matter.

Sincerely ,
Revenue Department

144 Tichenor Ave-Suite 6
Auburn, Alabama 36830

Phone: (334) 501-7239
Fax: (334)501-7297
Website: www.auburnal.gov

AUBURN
ALABAMA

STATEMENT OF DELINQUENT ITEMS

August 17,2025, **ACCOUNT: 222785**

Dear Business Owner,

Based on a review of your account, it has been determined that **JIMMY JOHNS** is currently delinquent for the following:

Unfiled Period(s):2025 JAN FEB MAR APR MAY JUN MONTHLY SALES TAX

Please be advised that there may be additional licenses and/or taxes for which **JIMMY JOHNS** is also delinquent. We encourage you to contact our office as soon as possible for full account status.

If you believe you received this notice in error, or if you have already submitted the required filings and payments, please contact the Revenue Department at **taxpayerinfo@auburnal.gov** or **334-501-7239** to verify your account.

Continued delinquencies will result in further enforcement acti ons, which may include citations to municipal court and other collection efforts .

Thank you for your prompt attention to this matt er.

Sincerely,
Revenue Department
City of Auburn

CITY OF AUBURN
REVENUE OFFICE
144 TICHENOR AVE
AUBURN, AL 36830

144 Tichenor Ave-Suite 6
Auburn, Alabama 36830

Phone: (334)501-7239
Fax: (334)501-7297
Website: www.auburnal.gov

STATEMENT OF DELINQUENT ITEMS

September 12, 2025, **ACCOUNT: 222785**

Dear Business Owner,

Based on a review of your account, it has been determined that **JIMMY JOHNS** is currently delinquent for the following:

UNFILED PERIOD(S): 2025 JAN FEB MAR APR MAY JUN JUL MONTHLY SALES TAX

Please be advised that there may be additional licenses and/or taxes for which **JIMMY JOHNS** is also delinquent. We encourage you to contact our office as soon as possible for full account status.

If you believe you received this notice in error, or if you have already submitted the required filings and payments, please contact the Revenue Department at **taxpayerinfo@auburnal.gov** or **334-501-7239** to verify your account.

Continued delinquencies will result in further enforcement actions, which may include citations to municipal court and other collection efforts.

Thank you for your prompt attention to this matter.

Sincerely,
Revenue Department
City of Auburn