

City of Auburn
Home of Auburn University

July 2021
Meeting Schedule

- July**
- 6** **Parks & Recreation Advisory Board**, 11:45 a.m., Town Creek Park Pavilion, 1150 South Gay Street
 - Planning Commission Packet**, Noon, DSB Conference Room, 171 North Ross Street
 - Committee of the Whole**, 6:55 p.m., Council Chamber, 141 North Ross Street
 - City Council**, 7 p.m., Council Chamber, 141 North Ross Street
 - 7** **Board of Zoning Adjustment**, 4:30 p.m., Council Chamber, 141 North Ross Street
 - 8** **Planning Commission**, 5 p.m., Council Chamber, 141 North Ross Street
 - 9** **Tree Commission**, 11:30 a.m., Town Creek Park Pavilion, 1150 South Gay Street
 - 12** **Cemetery Advisory Board**, 4 p.m., Pine Hill Cemetery
 - 13** **Board of Education**, 6 p.m., AJHS Multi-Media Room, 405 South Dean Road
 - 16** **City Council Agenda Review**, 4 p.m., City of Auburn Meeting Room, 122-B Tichenor Avenue
 - 20** **Library Board**, 10 a.m., Library Conference Room, 749 East Thach Avenue
 - Committee of the Whole**, 6:55 p.m., Council Chamber, 141 North Ross Street
 - City Council**, 7 p.m., Council Chamber, 141 North Ross Street
 - 22** **Water Works Board**, 4 p.m., Water Board Conference Room, 1501 West Samford Avenue
 - 27** **Bike Committee**, 7 p.m., Library Conference Room, 749 East Thach Avenue
 - 30** **City Council Agenda Review**, Noon, City of Auburn Meeting Room, 122-B 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

July 6, 2021

6:55 PM

1. **CALL TO ORDER.** Mayor Anders.
2. **MINUTES.** June 15, 2021.
3. **AUBURN DOWNTOWN REDEVELOPMENT AUTHORITY.** Mayor Pro Tem Witten.
Three (3) vacancies. Terms begin July 19, 2021 and end July 18, 2027.
Incumbents: Nancy Davis (has served 2 full terms), Marlene Bowman (has served 1 partial term) and Thomas Sparrow (has served 1 full term).
4. **QUESTIONS ON THE AGENDA.** City Manager Crouch.
5. **ADJOURNMENT.**

CITY OF AUBURN

COMMITTEE OF THE WHOLE

June 15, 2021

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 June 15, 2021 at 6:55 PM.

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

The following Councilpersons were present: Tommy Dawson, Steven Dixon, Kelley Griswold, Jay Hovey, Bob Parsons, Brett Smith, Connie Taylor, Beth Witten and Mayor Ron Anders, Jr. Absent: None. Also present was City Manager Crouch.

2. **MINUTES.** June 1, 2021.

Councilperson Dixon moved that the minutes be approved.

Councilperson Smith seconded the motion, and all members voted aye.

Mayor Anders declared the minutes approved.

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

Councilperson Witten asked what denying unanimous consent on item 9e means for the city's enforcement of short term rentals.

City Manager Crouch said it delays issuing business licenses, but does not impact those that cannot operate short term rentals.

City Manager Crouch said ALDOT will revoke its funding if the contract in item 8e(5) is approved at the meeting since they have not approved the project as bid. She said she recommends approving the contract to accomplish the project without further delays and explained that it would be paid for with resources from the general fund.

Councilperson Dawson asked the Council to move forward with the contract because the intersection needs safety improvements.

4. **ADJOURNMENT.**

There being no further business, the meeting was adjourned at 7:05 PM.

Mayor

ATTEST:

City Manager

Auburn City Council
July 6, 2021
7:00 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

Logan Kipp	Planning
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Service Awards

Mike Weaver	Water Resource Management	5 years
Chris Griffin	Information Technology	10 years
Kami Evans	Finance	15 years
Joe Eckhardt	Water Resource Management	15 years

- b. Committee of the Whole.
 - c. Announcements.
5. **AUBURN UNIVERSITY COMMUNICATIONS.**
6. **CITIZENS' COMMUNICATIONS ON AGENDA ITEMS.**
7. **CITY MANAGER'S COMMUNICATIONS.** City Manager Crouch.
8. **CONSIDERATION OF CONSENT AGENDA.**
 - a. Minutes. June 15, 2021.
 - b. Tax abatement. Seohan Auto USA Corporation. Auburn Technology Park West.
 - c. Authorize temporary street closings. Pine Hill Lantern Tour. October 14 and 15, 2021, 6 p.m. – 9 p.m.

- d. Contracts and agreements.
 - (1) Inline Electric Supply, Inc. Purchase nine (9) traffic signal mast arm poles. Project No. STPOA-4116(250) Resurfacing, Widening, Traffic Signals, and Drainage Improvements on South College Street, Samford Avenue, and Gay Street from South of Garden Drive to Miller Avenue. \$182,841.
 - (2) Tyler Technologies. Authorize three-year contract renewal for maintenance of City's financial management software. \$106,244.11.
 - (3) C Spire Business. Purchase three years of Cisco Secure Email cloud gateway service. \$17,520.
 - (4) Projility, Inc. Professional services in support of the City's project management software. \$35,000.
 - (5) University Ace Hardware. Purchase one (1) Exmark mower for the Soccer Complex. \$34,604.
 - (6) Dell Marketing L. P. Purchase twelve (12) Dell Latitude 5420 Laptops with auto adapters. Public Safety – Police Division. \$24,805.92.
 - (7) Green Pond Volunteer Fire Department. Declare one (1) 2010 KME Custom Pumper as surplus property, and authorize the sale of the vehicle.
 - (8) CSX Transportation, Inc. Facility Encroachment Agreement for the construction of the Highway 14 Sanitary Sewer Force Main Replacement Project. \$57,681.
 - (9) Edgar Hughston Builder, Inc. Development Agreement. Plainsman Lake.
- e. Board appointments. Auburn Downtown Redevelopment Authority. Three (3) vacancies. Terms begin July 19, 2021 and end July 18, 2027.

9. **ORDINANCES.**

- a. Zoning Ordinance amendments. Article II, Definitions (Section 203 – Definitions) and Article V, Detailed Use Regulations (Section 511.04 – Detailed Use Regulations: Home Occupations). Supplemental regulations governing short-term rentals. Planning Commission recommendation. SECOND READING. Public hearing required.
- b. Amend city code. Chapter 22, Article II. Wright Street Parking Deck fees. Unanimous consent necessary.

10. **RESOLUTIONS.**
11. **OTHER BUSINESS.**
12. **CITIZENS' OPEN FORUM.**
13. **ADJOURNMENT.**

The City Council of the City of Auburn, Alabama, met in regular session on Tuesday, June 15, 2021, at 7:06 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 Councilpersons were present: Tommy Dawson, Steven Dixon, Kelley Griswold, Jay Hovey, Bob Parsons, Brett Smith, Connie Taylor, Beth Witten and Mayor Ron Anders, Jr. Absent: None. Also present was City Manager 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 stated that at the Committee of the Whole meeting previously held the Council approved the minutes from the June 1 Committee of the Whole meeting and discussed item 8e(5).

b. Announcements.

Mayor Anders stated the following:

- He thanked all involved with the SummerNight Downtown Art Walk.
- Former Auburn Police Officer Mike Roberson needs assistance after some health concerns and encouraged all to contribute to his fundraiser if they feel led to donate.
- Former AHS student Rowdey Jordan led Mississippi State to the College World Series.
- He attended a ribbon cutting for the new EAMC Emergency Department at the Research Park.
- Congressman Mike Rogers visited Auburn and one of the industrial parks.
- The Boykin Center food pantry is open.
- Ashley Brown & Olivia Nichols of the Lee County Remembrance Project unveiled a historic marker to remember 4 men killed by racial terror lynching in Lee County.
- The Big 10 Mayor's meeting is in Mobile next week.
- The annual fireworks event at Duck Samford will be held on July 4.

Councilperson Parsons spoke about attending the historic marker dedication.

Councilperson Taylor invited all to attend the Juneteenth Celebration at Sam Harris Park on Saturday, June 19 and thanked Councilperson Witten and the Chamber of Commerce for helping organize the event.

5. **AUBURN UNIVERSITY COMMUNICATIONS.**

AU SGA Director of City Relations Anna Coker 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 announcements. Appointments July 20, 2021.
 - (1) Greenspace Advisory Board. Two (2) vacancies.
 - (2) Water Works Board. One (1) vacancy.

City Manager Crouch announced vacancies on the Greenspace Advisory Board and the Water Works Board. She added that the appointments will be made at the July 20 City Council meeting.

8. **CONSIDERATION OF CONSENT AGENDA.**

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

Councilperson Dawson requested that item 8e(5) be removed from the consent agenda.

Councilperson Griswold asked that item 8e(1) be removed from the consent agenda.

Councilperson Hovey moved that the items on the consent agenda be adopted.

Councilperson Smith seconded the motion, and all members voted aye.

Mayor Anders declared the consent agenda items adopted.

- a. Minutes. June 1, 2021. **APPROVED**
- b. Alcohol beverage licenses.
 - (1) Rashi 2021, LLC d/b/a Tiger Food Mart. 050 – Retail Beer (Off Premises Only) and 070 – Retail Table Wine (Off Premises Only) alcohol beverage license. Property located at 341 North College Street. **APPROVED**
 - (2) Ithaka Hospitality Partners Auburn Beverage, LLC d/b/a The Hotel at Auburn University. 140 – Special Events Retail alcohol beverage license. Special event to be held July 7 – 11, 2021. Property located at 901 South College Street (Jule Collins Smith Museum). **APPROVED**
- c. Tax abatements.
 - (1) Nashville Wire Products Manufacturing Company, LLC. Auburn Industrial Park. **RESOLUTION No. 21-115**
 - (2) Third Generation Auburn, LLC. Auburn Industrial Park. **RESOLUTION No. 21-116**
- d. Subdivide City owned parcel at 1499 Shug Jordan Parkway. Property located west of Shug Jordan Parkway near Northpointe Drive. **RESOLUTION No. 21-117**
- e. Contracts and agreements.
 - (1) Barge Design Solutions. Design services for the Wire Road Soccer Complex Roundabout. \$179,700.

This item was removed from the consent agenda.

- (2) The Auburn Game Day Law Enforcement Corporation and Area Law Enforcement Agencies. Supplemental law enforcement services. Auburn University sporting events. August 1, 2021 – July 31, 2022. **RESOLUTION No. 21-119**

8. **CONSIDERATION OF CONSENT AGENDA (cont).**

- (3) Auburn University. Supplemental law enforcement services. Auburn University sporting events. August 1, 2021 – July 31, 2022.
RESOLUTION No. 21-120
- (4) MHW, LLC. The Collegiate Hotel. Amend commercial development agreement. **RESOLUTION No. 21-121**
- (5) JLD Enterprises, LLC. Intersection Improvements Roundabout at the Intersection of Wire Road and Cox Road Project. \$1,874,570.25.

This item was removed from the consent agenda.

f. Easements.

- (1) Donahue Land, LLC. Accept various drainage and utility easements and rights-of-way. Property located at the eastern terminus of Sutherland Land. Redivision of Lot 1, Weber Farms South. **RESOLUTION No. 21-123**
- (2) SMB Land, LLC. Accept various drainage and utility easements, greenway easements, and rights-of-way. Property located south of the Camden Ridge Subdivision, along the extension of Scarsboro Lane. Camden South, Phase 2. **RESOLUTION No. 21-124**

e. Contracts and agreements.

- (1) Barge Design Solutions. Design services for the Wire Road Soccer Complex Roundabout. \$179,700.

City Manager Crouch said this resolution authorizes the city manager to execute a contract with Barge Design Solutions for design services for the Wire Road Soccer Complex Roundabout.

Councilperson Griswold asked for a description of the project and timeline for its completion.

City Manager Crouch and Engineering Services Director Alison Frazier explained the project.

Councilperson Witten asked if the city controls Wire Road at this location.

Ms. Frazier said the city does control the road at this location.

Councilperson Parsons moved that the resolution be adopted.

Councilperson Dixon seconded the motion and all members voted aye.

Mayor Anders declared the resolution adopted.

RESOLUTION No. 21-118

- (5) JLD Enterprises, LLC. Intersection Improvements Roundabout at the Intersection of Wire Road and Cox Road Project. \$1,874,570.25.

City Manager Crouch said this resolution authorizes the city manager to execute a contract with JLD Enterprises, LLC for a roundabout at the intersection of Wire Road and Cox Road.

Councilperson Dawson said it is a lot of money to spend, but the roundabout is really needed and added that it will save lives.

Councilperson Witten asked if the city controls the road at this location and asked why ALDOT is involved if it is city controlled.

City Engineer Frazier said the road is controlled by the city at this location, explained that ALDOT made the grant available for safety improvements and that the project is a safety improvement.

8. CONSIDERATION OF CONSENT AGENDA (cont).

Councilperson Witten moved that the resolution be adopted.
Councilperson Smith seconded the motion and all members voted aye.
Mayor Anders declared the resolution adopted.

RESOLUTION No. 21-122

9. ORDINANCES.

- a. Clayton Properties Group, Inc. Disposition of a portion of right of way and authorize sale. Property located along Miracle Road. \$9,700. Unanimous consent necessary.

City Manager Crouch said this ordinance authorizes the disposition of a portion of right of way and authorizes the sale of the property to Clayton Properties Group, Inc.

Councilperson Witten introduced the ordinance.
City Manager Crouch read the ordinance by title.
Councilperson Witten moved that unanimous consent be granted to consider the ordinance on its first reading.
Councilperson Smith 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: Dawson, Dixon, Griswold, Hovey, Parsons, Smith, Taylor, Witten and Mayor Anders. Voting nay: None.
Mayor Anders declared the ordinance adopted.

ORDINANCE NO. 3309

- b. Alabama Power Company. Declare property surplus and authorize sale. Property located at 1499 Shug Jordan Parkway. \$400,000. Unanimous consent necessary.

City Manager Crouch said this ordinance declares surplus property and authorizes the sale of the property to Alabama Power Company.

Councilperson Hovey introduced the ordinance.
City Manager Crouch read the ordinance by title.
Councilperson Hovey moved that unanimous consent be granted to consider the ordinance on its first reading.
Councilperson Smith 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: Dixon, Griswold, Hovey, Parsons, Smith, Taylor, Witten, Dawson and Mayor Anders. Voting nay: None.
Mayor Anders declared the ordinance adopted.

ORDINANCE NO. 3310

- c. Annexations. Planning Commission recommendations. Unanimous consent necessary.
 - (1) Richard Foster. Approximately 5.00 acres. Property located at 7200 Lee Road 54 (Society Hill Road).

9. **ORDINANCES (cont).**

City Manager Crouch said this ordinance annexes approximately 5.00 acres.

Councilperson Dawson introduced the ordinance.

City Manager Crouch read the ordinance by title.

Councilperson Dawson moved that unanimous consent be granted to consider the ordinance on its first reading.

Councilperson Dixon seconded the motion.

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

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

Upon roll call vote, the following Council members voted aye: Griswold, Hovey, Parsons, Smith, Taylor, Witten, Dawson, Dixon and Mayor Anders. Voting nay: None.

Mayor Anders declared the ordinance adopted.

ORDINANCE NO. 3311

- (2) Quail Chase Group, LLC. Approximately 271 acres. Property located on Lee Road 81 (Mrs. James Road).

City Manager Crouch said this ordinance annexes approximately 271 acres.

Councilperson Dixon introduced the ordinance.

City Manager Crouch read the ordinance by title.

Councilperson Dixon moved that unanimous consent be granted to consider the ordinance on its first reading.

Councilperson Smith 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: Hovey, Parsons, Smith, Taylor, Witten, Dawson, Dixon, Griswold and Mayor Anders. Voting nay: None.

Mayor Anders declared the ordinance adopted.

ORDINANCE NO. 3312

- d. Rezoning. Tom Hayley on behalf of Links Crossing, LLC. Approximately 8.06 acres from Rural (R) to Development District housing (DDH). Links Crossing Phase 4. Planning Commission recommendation. Unanimous consent necessary. Public hearing required.

City Manager Crouch said this ordinance rezones approximately 8.06 acres. She added that a public hearing was required.

Councilperson Dawson moved that unanimous consent be granted to consider the ordinance on its first reading.

Councilperson Dixon seconded the motion.

Upon roll call vote, the following Council members voted to approve unanimous consent: Parsons, Smith, Taylor, Witten, Dawson, Dixon, Griswold, Hovey and Mayor Anders. Voting nay: None.

Mayor Anders declared unanimous consent granted and the ordinance ready for adoption.

9. **ORDINANCES (cont).**

Mayor Anders opened the public hearing.

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

Councilperson Dawson moved that the ordinance be adopted.

Councilperson Smith seconded the motion.

Upon roll call vote, the following Council members voted aye: Parsons, Smith, Taylor, Witten, Dawson, Dixon, Griswold, Hovey and Mayor Anders. Voting nay: None.

Mayor Anders declared the ordinance adopted.

ORDINANCE NO. 3313

Councilperson Dixon left the meeting at 7:32 p.m. as he recused himself from item 9e.

- e. Zoning Ordinance amendments. Article II, Definitions (Section 203 – Definitions) and Article V, Detailed Use Regulations (Section 511.04 – Detailed Use Regulations: Home Occupations). Supplemental regulations governing short-term rentals. Planning Commission recommendation. Unanimous consent necessary. Public hearing required.

City Manager Crouch said this ordinance amends the zoning ordinance. She added that a public hearing was required.

Councilperson Parsons moved that unanimous consent be granted to consider the ordinance on its first reading.

Councilperson Smith denied unanimous consent.

City Manager Crouch said the second reading of this ordinance will be at the July 6 City Council meeting.

10. **RESOLUTIONS.**

- a. Conditional use approval. David Slocum on behalf of Swann Investments, LLC. Performance residential development (multiple unit development). Property located at 687 North Dean Road. North Dean Townhomes. Planning Commission Recommendations. Public hearing required.

Councilperson Dixon returned to the meeting at 7:33 p.m.

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

Councilperson Witten moved that the resolution be adopted.

Councilperson Dixon seconded the motion.

Mayor Anders opened the public hearing.

David Slocum (address not given) said he was the developer's engineer and spoke about the project and how a multi-unit development is permitted on this property even if the council does not approve the conditional use for town homes, though a public road would have to be constructed for access to any future development.

The following individuals spoke against the proposed the development:

Jim Phillips (761 N. Dean Road)
Scott Sprayberry (773 N. Dean Road)
Allyn Thames (719 N. Dean Road)
Ken Zouhary (747 N. Dean Road)

10. RESOLUTIONS (cont).

Tony Hyatt (address not given) said he was the developer and spoke to his plans for the project as the developer.

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

Councilperson Smith said he would abstain from any deliberation and voting on this item as his law firm is located in the building at this address.

The Council discussed the item and asked questions about the project.

City Manager Crouch and Interim Planning Director Katie Robison answered the questions.

Mayor Anders called for a vote and the following members voted aye: Dixon and Griswold. Voting nay: Dawson, Hovey, Parsons, Taylor, Witten and Mayor Anders.
Mayor Anders declared the resolution failed.

11. OTHER BUSINESS.

None.

12. CITIZENS' OPEN FORUM.

Ann Biblis (921 Bibb Avenue) asked for the status of an indoor pool being installed in Auburn.

City Manager Crouch explained that an indoor pool is planned for the Boykin Campus Project which, at the earliest, will be completed in 3-4 years.

13. ADJOURNMENT.

Councilperson Witten moved that the meeting be adjourned.
Councilperson Smith seconded the motion, and all members voted aye.
The meeting was adjourned at 8:14 PM.

Mayor

ATTEST:

City Manager

Agenda Item Summary

Item No. 8b

Council Meeting Date	July 06, 2021
Department	Economic Development
Submitted By	T. Phillip Dunlap
Agenda Section	Consent Agenda

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

Seohan Auto USA Corporation
2590 Innovation Drive
Auburn, AL 36832

Description of item under consideration

Resolution providing abatements for non-educational ad valorem taxes and sales and use taxes. Education, hospital, and children's home ad valorem and sales and use taxes are NOT abated. The abatement is in connection to a building expansion for Seohan Auto USA Corporation at its existing location in the Auburn Technology Park West and for new equipment needed for the expansion. The company anticipates hiring ten (10) new employees over the next two years with a capital investment of approximately \$6,600,000.

Why is Council action needed?

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

Are there deadlines involved with this item?

Yes

Please explain

The abatement needs to be filed to allow the company to move ahead with the project on schedule.

Is this a budgeted item?

N/A

RESOLUTION NO. _____

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

Section 1. The Council does hereby find, declare and ascertain as follows: that Seohan Auto USA Corporation, an Alabama corporation (herein referred to as the "Company"), is considering an expansion of its manufacturing facility located at 2590 Innovation Drive in the City (herein referred to as the "Facility"); that the expansion would involve the construction of certain improvements, additions and enhancements to the Facility and the purchase of additional machinery, equipment, tooling and other personal property that the Company would install and operate in the Facility (herein referred to as the "Expansion"); that the Expansion would enable the Company to increase its capacity for machining and assembly of parts and components used in front and rear axle assemblies and drive shafts supplied to the automotive industry; that the Expansion is expected to result in the creation of approximately ten (10) new full-time jobs at the Facility and will generally promote trade and commerce in the City and in the State of Alabama; that the Company has submitted to the City a completed Alabama Department of Revenue Form CO: CAA, Application to Granting Authority for Abatement of Taxes, applying for an abatement of ad valorem taxes and sales and use taxes with respect to the Company's capital investment in the real and personal property comprising the Expansion, a copy of which Application was presented to the meeting at which this resolution is adopted (and which Application is made a part of this resolution as fully and completely as if set forth herein); and that in order to induce the Company to undertake the Expansion, it is desirable and appropriate for the Council to grant the said tax abatements.

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

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

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

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

ADOPTED AND APPROVED by the City Council of the City of Auburn,
Alabama, this the 6th day of July, 2021.

CITY OF AUBURN

By _____

Its _____ Mayor _____

ATTEST:

By _____

Its _____ City Manager _____

**TAX ABATEMENT ESTIMATE
SEOHAN AUTO USA CORPORATION**

Estimated Amounts of Taxes to be Abated:

I. Non-Educational Ad Valorem Taxes :

1.)	New Building to be constructed in Auburn (includes land and sitework):		
	Value: \$ 5,000,000 x 20% Assessment		
	23 mils Abated (non-educational taxes*) =	\$ 23,000	annually
2.)	Manufacturing equipment to be purchased for use in Auburn:		
	Value: \$ 1,300,000 x 20% Assessment		
	23 mils Abated (non-educational taxes*) =	\$ 5,980	annually
3.)	Non-manufacturing equipment (Personal Property) to be purchased/used in Auburn:		
	Value: \$ 300,000 x 20% Assessment		
	23 mils Abated (non-educational taxes*) =	<u>\$ 1,380</u>	annually
	Estimated Total Ad Valorem Taxes Abated =	<u>\$ 30,360</u>	annually x10 years
	Ten Year Total =		\$ 303,600

(*31 Mills are not abated which included: 4.0 Mills for Hospital and Children's Home)

II. Non-Educational Sales and Use Taxes:

Abatement for Sales Taxes =	8.00%	(1.0% County-wide Schools not abated)	
Abatement for Machinery in Mfg. =	3.00%	(0.25% County-wide Schools not abated)	
1.)	Sales taxes for building materials used in Construction:		
	Building Value: \$ 5,000,000.00 x 50%		
	\$ 2,500,000 x 8.0% =	\$ 200,000	
2.)	Manufacturing Equipment purchased for use in Auburn:		
	Equipment Value:		
	\$ 1,300,000 x 3.0% =	\$ 39,000	
3.)	Non-Manufacturing equipment (Personal Property) to be purchased and used in Auburn:		
	Personal Property Value:		
	\$ 300,000 x 8.0% =	<u>\$ 24,000</u>	
	Estimated Total Sales and Use Tax Abatement: (** <u>One Time Only</u>)		<u>\$ 263,000</u> **
	Estimated Total Value of Abatements=		<u>\$ 566,600</u> ***

III. Estimated Value of Abatements by Beneficiary:

State of Alabama			
General Sales Tax = 4% (all abated)		\$ 112,000	
Manufacturing Sales Tax = 1.5% (all abated)		\$ 19,500	
Property Tax = 6.5 mills (3.5 abated) for 10 years		<u>\$ 46,200</u>	
			\$ 177,700
Lee County			
General Sales Tax = 1% (none abated)		\$ -	
Manufacturing Sales Tax = 0.25% (none abated)		\$ -	
Property Tax = 21.5 mills (9.5 abated) for 10 years		<u>\$ 125,400</u>	
			\$ 125,400
City of Auburn			
General Sales Tax = 4% (all abated)		\$ 112,000	
Manufacturing Sales Tax = 1.5% (all abated)		\$ 19,500	
Property Tax = 26 mills (10 abated) for 10 years		<u>\$ 132,000</u>	
			\$ 263,500
	Estimated Total Value of Abatements=		<u>\$ 566,600</u> ***

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

**TAX GENERATION ESTIMATE
SEOHAN AUTO USA CORPORATION**

Estimated Amounts of Taxes NOT to be Abated:

I. Ad Valorem Taxes :

1.)	New Building to be constructed in Auburn (includes land and sitework):		
	Value:	\$ 5,000,000 x 20% Assessment	
		31 mills NOT Abated (educational taxes*) =	\$ 31,000 annually
2.)	Manufacturing equipment to be purchased for use in Auburn:		
	Value:	\$ 1,300,000 x 20% Assessment	
		31 mills NOT Abated (educational taxes*) =	\$ 8,060 annually
3.)	Non-manufacturing equipment (Personal Property) to be purchased/used in Auburn:		
	Value:	\$ 300,000 x 20% Assessment	
		31 mills NOT Abated (educational taxes*) =	\$ 1,860 annually
	Estimated Total Ad Valorem Taxes NOT Abated =		\$ 40,920 annually x10 years
	Ten Year Total =		\$ 409,200

(*31 Mills are not abated which included: 4.0 Mills for Hospital and Children's Home)

II. Non-Educational Sales and Use Taxes:

Abatement for Sales Taxes =	8.00%	(1.0% County-wide Schools not abated)
Abatement for Machinery in Mfg. =	3.00%	(0.25% County-wide Schools not abated)

1.)	Sales taxes for building materials used in Construction:		
	Building Value:	\$ 5,000,000.00 x 50%	
		\$ 2,500,000 x 1.0% =	\$ 25,000
2.)	Manufacturing Equipment purchased for use in Auburn:		
	Equipment Value:	\$ 1,300,000 x 0.25% =	\$ 3,250
3.)	Non-Manufacturing equipment (Personal Property) to be purchased and used in Auburn:		
	Personal Property Value:	\$ 300,000 x 1.0% =	\$ 3,000

Estimated Total Sales and Use Tax Abatement: (**One Time Only) \$ 31,250 **

Estimated Total Value of New Taxes (NOT Abated) = \$ 440,450 ***

III. Estimated Value of Taxes by Beneficiary:

State of Alabama

General Sales Tax = 4% (all abated)	\$ -	
Manufacturing Sales Tax = 1.5% (all abated)	\$ -	
Property Tax = 6.5 mills (3.5 abated) for 10 years	\$ 39,600	
		\$ 39,600

Lee County

General Sales Tax = 1% (none abated)	\$ 28,000	
Manufacturing Sales Tax = 0.25% (none abated)	\$ 3,250	
Property Tax = 21.5 mills (9.5 abated) for 10 years	\$ 158,400	
		\$ 189,650

City of Auburn

General Sales Tax = 4% (all abated)	\$ -	
Manufacturing Sales Tax = 1.5% (all abated)	\$ -	
Property Tax = 26 mills (10 abated) for 10 years	\$ 211,200	
		\$ 211,200

Estimated Total Value of New Taxes (NOT Abated) = \$ 440,450 ***

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



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

Form CO: CAA
 6/15

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

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

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

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

2. PROJECT NAICS CODE:

3	3	6	3	5	0
---	---	---	---	---	---

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

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

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

5. PROJECT APPLICANT: **Seohan Auto USA Corporation** OBA: _____

6. ADDRESS OF APPLICANT: **2590 Innovation Drive** CITY: **Auburn** STATE: **AL** ZIP CODE: **36832**

7. NAME OF CONTACT PERSON: **Sanghun Kim** EMAIL ADDRESS: **klmsh0976@gmail.com** TELEPHONE NUMBER: **(334) 734-2850**

8. DATE COMPANY ORGANIZED:
February 22, 2007

9. PHYSICAL LOCATION OF PROJECT:
2590 Innovation Drive
 CITY (IF OUTSIDE CITY LIMITS, PLEASE INDICATE): **Auburn** COUNTY: **Lee** ZIP CODE: **36832**

10. BRIEF DESCRIPTION OF PROJECT (ATTACH A COMPLETE AND DETAILED LISTING OF PROJECT PROPERTY COSTS TO ENABLE A COST/BENEFIT ANALYSIS BY GRANTING AUTHORITY):
Machining and assembly of automotive parts for axle and steering components.

11. ESTIMATED DATE CONSTRUCTION WILL BEGIN: **07/06/2021**

12. ESTIMATED DATE CONSTRUCTION WILL BE COMPLETED: **12/31/2023**

13. ESTIMATED DATE PROPERTY WILL BE PLACED IN SERVICE: **12/31/2023**

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

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

16. ESTIMATED NUMBER OF NEW EMPLOYEES	17. ESTIMATED ANNUAL PAYROLL OF NEW EMPLOYEES	Estimated Investment for Project	18. COST OR VALUE FOR PROPERTY TAX	19. COST SUBJECT TO SALES TAX
INITIALLY	INITIALLY	a. Land (If donated, show market value)	18a	XXXXXXXXXXXX
YEAR 1	YEAR 1	b. Existing Building(s) (if any)	18b	XXXXXXXXXXXX
5	\$ 175,000	c. Existing Personal Property (if any)	18c	XXXXXXXXXXXX
YEAR 2	YEAR 2	d. New Building(s) and/or New Additions to Existing Building(s) (19d = building materials only)	18d	19d
5	\$ 175,000		\$ 5,000,000	\$ 2,500,000
YEAR 3	YEAR 3	e. New Manufacturing Machinery	18e	19e
			\$ 1,300,000	\$ 1,300,000
		f. Other New Personal Property (non-mfg machinery, office equipment, computers, etc.)	18f	19f
			\$ 300,000	\$ 300,000
		g. TOTALS (PROPERTY TAX TOTAL MUST EQUAL TOTAL PROJECT INVESTMENT. SALES TAX TOTAL WILL BE LESS.)	18g	19g
			\$ 6,600,000	\$ 4,100,000

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

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

Junghe Kim
 NAME (PRINT)

 SIGNATURE

CFO TITLE 6/3/2021 DATE

TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement (this “Agreement”), effective as of the 6th day of July, 2021, is entered into by and between the City of Auburn, Alabama, a municipal corporation under the laws of the State of Alabama (the “City”), and Seohan Auto USA Corporation, a corporation organized under the laws of the State of Alabama (the “Company”).

RECITALS:

In order to promote local industrial and commercial development, the Company proposes to undertake a “major addition” (within the meaning of Section 40-9B-3(11) of the Code of Alabama (1975)) at its manufacturing facility located at 2590 Innovation Drive in the City (the “Facility”). The major addition to the Facility will involve (i) the construction of certain improvements, additions and enhancements to the Facility (the “Facility Improvements”) and (ii) the purchase of certain machinery, equipment, tooling and other personal property (collectively, the “Equipment”) the Company will install and operate at the Facility to increase its capacity for machining and assembly of parts and components used in the production of front and rear axle assemblies and drive shafts supplied to the automotive industry (the Facility Improvements and the Equipment, together, referred to herein as the “Expansion”).

The Company requested that the City grant certain tax abatements with respect to the Expansion pursuant to the provisions of Act No. 92-599 enacted at the 1992 Regular Session of the Legislature of Alabama, now codified as Chapter 9B of Title 40 of the Code of Alabama (1975), as amended (herein referred to as the “Tax Abatement Act”). At a meeting of the City Council held on July 6, 2021, the City Council granted the tax abatements requested by the Company in connection with the Expansion. This Agreement is entered into between the City and the Company pursuant to Section 6(b) of the Tax Abatement Act.

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

Section 1. To the fullest extent permitted by the Tax Abatement Act, the City grants to the Company an abatement of Noneducational Ad Valorem Taxes and Construction Related Transaction Taxes with respect to the Expansion; provided, however, that any such Taxes imposed, assessed or designated for the benefit of the East Alabama Medical Center or children’s homes operated by Lee County, Alabama shall not be abated. The terms “Noneducational Ad Valorem Taxes” and “Construction Related Transaction Taxes” shall have the same meanings herein as in the Tax Abatement Act. As a basis for the abatements granted by the City, the City hereby finds and declares (in reliance, in part, upon certain information supplied by the Company) as follows:

- (a) The estimated approximate amounts of the taxes abated pursuant to this Agreement are as follows:
 - (i) Noneducational Ad Valorem Taxes: \$30,360.00 per year (annual average over ten-year period); and

(ii) Construction-Related Transaction Taxes: \$263,000.00.

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

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

(a) The total amount to be invested by the Company in the Expansion, including the construction of the Facility Improvements and the purchase and installation of the Equipment, is anticipated to be approximately \$6,600,000.00;

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

(c) The business of the Company conducted at the Facility constitutes an industrial or research enterprise described in Code 336350 of the 2017 North American Industry Classification System, promulgated by the Executive Office of the President of the United States, Office of Management and Budget; and

(d) The Company anticipates that initially it will not hire any new employees in connection with the Expansion; that it will hire five (5) new employees during the first year following commencement of the Expansion with an estimated annual payroll of \$175,000.00; that it will hire five (5) new employees during the second year following commencement of the Expansion with an estimated annual payroll of \$175,000.00, and that it will not hire any additional new employees during the third year following commencement of the Expansion.

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

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

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

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

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

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

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

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

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

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

Section 6. This Agreement shall be effective as of the 6th day of July, 2021, the date on which the City adopted Resolution No. 21-_____ approving the tax abatements described herein, upon its execution in full by the City and the Company and shall be binding upon and shall inure to the benefit of, the City and the Company and their respective successors and assigns.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the City and the Company have caused this Agreement to be executed in their respective names and have caused their respective seals to be hereunto affixed, all by their duly authorized officers, in six (6) counterparts, each of which shall be deemed an original, and have caused this Agreement to be executed and delivered on this 6th day of July, 2021.

CITY OF AUBURN, ALABAMA

By: _____

Its: _____ Mayor _____

ATTEST:

By: _____

Its: _____ City Manager _____

SEOHAN AUTO USA CORPORATION

By: _____

Name: _____

Its: _____

Agenda Item Summary

Item No. 8c

Council Meeting Date	7/6/2021
Department	Parks and Recreation
Submitted By	Rebecca O. Richardson
Agenda Section	Consent Agenda

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

Auburn Heritage Association
P O Box 2248
Auburn, AL 36831

Citizens of Auburn

Description of item under consideration

Resolution authorizing temporary street closings for the Pine Hill Lantern Tour on October 14, 2021 from 6pm - 9pm and October 15, 2021 from 6pm - 9pm.

Why is Council action needed?

City Council must approve the closing of city streets.

Are there deadlines involved with this item?

No

Is this a budgeted item?

N/A



City of Auburn
Home of Auburn University

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

FROM: Rebecca O. Richardson, Parks and Recreation Director

DATE: June 21, 2021

SUBJECT: Street Closure for Pine Hill Lantern Tour

The Auburn Heritage Association is holding their Pine Hill Lantern Tour on October 14 and 15. They have requested that Armstrong Street be closed from 6-9 p.m. on those nights to provide for a drop off and pick up area for people attending the tour and riding from East Samford School. They are also requesting that police or public safety officers be present during this time. Public Safety has expressed their approval of this request.

The closure will be on Armstrong from Moore's Circle to Hare Avenue. I am also requesting that the City Manager be authorized to make any changes that might arise.

A memo from the Pine Hill Tour chairman Shannon Walden is included.

RESOLUTION NO. _____

WHEREAS, upcoming events in downtown Auburn will require the closure of a public street.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Auburn, Alabama that street closures for the Pine Hill Lantern Tour are approved for the upcoming event as follows:

Pine Hill Lantern Tour. Armstrong Street between Moore's Circle and Hare Avenue is authorized to be closed to vehicular traffic from 6pm – 9pm on October 14 & 15, 2021.

BE IT FURTHER RESOLVED, by the City Council of the City of Auburn, Alabama that the City Manager is hereby authorized to approve the date, time, and location changes to any of the previously mentioned street closings.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 6th day of July 2021.

Mayor

ATTEST:

City Manager

Becky Richardson

From: Shannon Walden <nurseshan43@yahoo.com>
Sent: Saturday, June 19, 2021 10:21 AM
To: Becky Richardson
Subject: Lantern Tour

Dear Auburn City Council,

The Auburn Heritage Association is planning our Pine Hill Cemetery tour this year. This event is held every other year at Pine Hill Cemetery located on Armstrong Street. On behalf of the Board of Directors of the Auburn Heritage Association, I am requesting approval by the City Council for the closure of Armstrong Street between Moore's Circle and Hare Avenue. We are planning to have the event for two nights. The dates are Thursday, October 14th and Friday, October 15th and the times for the street closures will be from 6pm-9pm. Patrons will be transported from East Samford school to the cemetery and for their safety, we are requesting the closure of Armstrong where the cemetery is located with officers present during the requested times. The city has been most helpful in the past with allowing us to sponsor this event and I hope that we may continue to collaborate in the future with our endeavors.

Respectfully,
Shannon T. Walden

Agenda Item Summary

Item No. 8d(1)

Council Meeting Date	July 06, 2021
Department	Engineering Services
Submitted By	Alison Frazier
Agenda Section	Consent Agenda

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

Inline Electric Supply, Inc.
1661 Shug Jordan Parkway
Suite 502
Auburn, AL 36832

Description of item under consideration

Resolution authorizing the City Manager to execute a contract with Inline Electric Supply, Inc. in the amount of \$182,841 to purchase nine (9) traffic signal mast arm poles for Project No. STPOA-4116(250) Resurfacing, Widening, Traffic Signals, and Drainage Improvements on South College Street, Samford Avenue, and Gay Street from South of Garden Drive to Miller Avenue. Quotes were solicited from all known suppliers of traffic signal poles in the southeastern region.

Why is Council action needed?

City Council action is needed to authorize the City Manager to execute a contract agreement with Inline Electric Supply, Inc.

Are there deadlines involved with this item?

No

Is this a budgeted item?

Yes



City of Auburn
Home of Auburn University

MEMORANDUM

To: Megan McGowen Crouch, City Manager

From: Alison Frazier, Engineering Services Director/City Engineer

Subject: Traffic Signal Mast Arm Poles for Project No. STPOA-4116(250) Resurfacing, Widening, Traffic Signals, and Drainage Improvements on South College Street, Samford Avenue, and Gay Street from South of Garden Drive to Miller Avenue

Date: June 25, 2021

We solicited proposals from area vendors for the cost of nine (9) traffic signal mast arm poles of various lengths for Project No. STPOA-4116(250) Resurfacing, Widening, Traffic Signals, and Drainage Improvements on South College Street, Samford Avenue, and Gay Street from South of Garden Drive to Miller Avenue. The following proposal was submitted:

VENDOR	PROPOSAL
Inline Electric Supply, Inc. Auburn, AL	\$182,841

The proposal includes the luminaire arms, decorative pole bases, decorative pole tops, anchor bolts, and any other miscellaneous items needed for assembly for the three intersections included in the project. The poles will be provided to the awarding contractor for installation as part of the project. I recommend awarding the contract to Inline Electric Supply, Inc. for \$182,841.

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 construct Project No. STPOA-4116 (250) Resurfacing, Widening, Traffic Signals, and Drainage Improvements on South College Street, Samford Avenue, and Gay Street from South of Garden Drive to Miller Avenue; and

WHEREAS, the City of Auburn solicited quotes for nine (9) traffic signal mast arm poles; and

WHEREAS, the lowest cost quote meeting the specifications was received from Inline Electric Supply, Inc. in the amount of \$182,841.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Auburn, Alabama does hereby authorize the City Manager to execute a contract agreement with Inline Electric Supply, Inc. in the amount of \$182,841.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 6th day of July 2021.

Mayor

ATTEST:

City Manager

TRAFFIC SIGNAL MAST ARM POLES FOR: RESURFACING, WIDENING, TRAFFIC SIGNALS, AND DRAINAGE IMPROVEMENTS ON SOUTH COLLEGE STREET, SAMFORD AVENUE, AND GAY STREET FROM SOUTH OF GARDEN DRIVE TO MILLER AVENUE (ALDOT PROJECT NO. STPOA-4116(250))

**Base Bid
Schedule of Estimated Quantities and Bid Prices**

** Copy*

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	SUB-TOTAL
1	Mast Arm Traffic Signal Pole (40' Long Mast Arm) (Pole No. 1, 4 & 12)	EA	3	17,751.00	53,253.00 ✓
2	Mast Arm Traffic Signal Pole (45' Long Mast Arm) (Pole No. 2)	EA	1	19,039.00	19,039.00 ✓
3	Mast Arm Traffic Signal Pole (50' Long Mast Arm) (Pole No. 3)	EA	1	20,902.00	20,902.00 ✓
4	Mast Arm Traffic Signal Pole (50' Long Mast Arm and 35' Long Mast Arm) (Pole No. 6 & 8)	EA	2	25,210.00	50,420.00 ✓
5	Mast Arm Traffic Signal Pole (45' Long Mast Arm and 25' Long Mast Arm) (Pole No. 10)	EA	1	22,165.00	22,165.00 ✓
6	Mast Arm Traffic Signal Pole (30' Long Mast Arm) (Pole No. 13)	EA	1	17,062.00	17,062.00 ✓
7	Pole Delivery <i>Included - 14 to 16 weeks</i>	LS	1	0.00	0.00

TOTAL BASE BID:

\$ 182,841.00

One hundred Eighty two thousand Eight hundred forty one dollars [^] ⁰⁰ ^{cents} ^{total} ^{No} / 100
(IN WORDS)

CONTRACTOR NAME: - *Salesman*
Cell # 256-990-7239

Terry Ridgeway

COMPANY NAME:

Inline Electric Supply Inc

ADDRESS:

1661 Shug Jordan Pkwy Suite 502

MAILING ADDRESS:

1661 Shug Jordan Pkwy Suite 502

CITY/STATE/ZIP CODE:

Auburn, AL 36832

TELEPHONE NUMBER:

334-821-9747

FAX NUMBER:

334-821-9797

** Delivery 14 to 16 weeks after approval of PE Stamped ALDOT Submittals. PE Stamped submittals require 2 to 3 weeks to complete. Prices firm for 30 days and 30 days after FURNISHED Submittals. Due to steel increases*

** COPY*

Agenda Item Summary

Item No. 8d(2)

Council Meeting Date	July 06, 2021
Department	Finance
Submitted By	Allison D. Edge
Agenda Section	Consent Agenda

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

Tyler Technologies
One Tyler Drive
Yarmouth, ME 04096

Description of item under consideration

Resolution authorizing the City Manager to execute a three-year contract renewal with Tyler Technologies for maintenance of the City's financial management software. The annual software maintenance cost is \$106,244.11 and will automatically renew for up to two (2) additional one (1) year terms, at a three percent (3%) increase over the previous year's fees.

Why is Council action needed?

Section 41-16-50 of the Code of Alabama requires City Council to approve a resolution to award contracts in excess of \$15,000.

Are there deadlines involved with this item?

Yes

Please explain

The city's current software maintenance agreement with Tyler Technologies is set to expire August 2021.

Is this a budgeted item?

Yes



City of Auburn

Home of Auburn University

Memorandum

To: Megan McGowen Crouch, City Manager

From: Allison D. Edge, Finance Director/Treasurer

Subject: Software Support Renewal Addendum – Tyler Technologies - Munis

Date: July 6, 2021

The Finance Department's mission is to provide quality financial services to all customers, external and internal; to achieve this we must have a financial software package that will evolve and keep pace with technological advances.

In 2017, the City executed a contract with Tyler Technologies to provide the functions of General Ledger Accounting, Accounts Payable, Accounts Receivable, Payroll, Budgeting, Capital Assets, Inventory Control, Licensing, Project Accounting, Requisition/Purchasing, and Utility Billing, among other accounting functions through Tyler's Munis financial software platform. In order to maintain the functionality of the software, an active Tyler Technologies maintenance contract must be in place.

The current maintenance support contract with Tyler Technologies that was part of the main contract signed in 2017 expires in August 2021. The proposed Support Renewal Addendum will provide three additional years of support. The proposed cost for the first year of support is \$106,244.11 and the addendum will automatically renew for up to two (2) additional one (1) year terms at a fixed 3% increase annually. Historically, the support contract has increased as much as 5% per year. This proposal results in lower costs over time by contractually limiting the increase to 3%.

I recommend approval of the Support Renewal Addendum to maintain technical support of the financial software.

Cc Greg Nelson, Information Technology Director

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Auburn recognizes that it is important to the City's mission to provide efficient and effective financial services to the citizens of the City of Auburn and to achieve that goal the City must have a financial software package that will continue to evolve and keep pace with technological advances; and,

WHEREAS, in 2017 the City executed a contract with Tyler Technologies Inc. to provide necessary financial services. The maintenance support expires in August 2021.

WHEREAS, the City wishes to enter into a Support Renewal Addendum contract with Tyler Technologies Inc. for an additional three (3) years of support; and,

WHEREAS, the renewal cost for the initial renewal year is \$106,244.11, the addendum will automatically renew for up to two (2) additional one (1) year terms, at a 3% increase, \$109,431.43 and \$112,714.38 respectively.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Auburn, Alabama, that the City Manager is hereby authorized to execute a professional services contract Support Renewal Addendum by and between the City of Auburn and Tyler Technologies, Inc. to provide Munis Software, licensing, training and support in the amount of \$328,389.92 over the next three (3) years pursuant to the conditions and terms laid out in the contract addendum.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 6th day of July 2021.

MAYOR

ATTEST:

CITY MANAGER

Agenda Item Summary

Item No. 8d(3)

Council Meeting Date	July 06, 2021
Department	Information Technology
Submitted By	Gregory C. Nelson
Agenda Section	Consent Agenda

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

C Spire Business
PO Box 830674
MSC #703
Birmingham, AL 35283

Description of item under consideration

Resolution authorizing the City Manager to execute a contract to purchase three years of Cisco Secure Email cloud gateway service in the amount of \$17,520.00. This service will replace the current Cisco Ironport solution resulting in a cost savings of \$15,555 over three years, and will better secure the City of Auburn's email infrastructure and its employees. Price and vendor are established per Alabama State Contract #T637.

Why is Council action needed?

Section 41-16-50 of the Code of Alabama requires City Council to approve a resolution to award contracts in excess of \$15,000.

Are there deadlines involved with this item?

Yes

Please explain

Support for the current Cisco Ironports will expire on August 3, 2021.

Is this a budgeted item?

Yes



City of Auburn
Home of Auburn University

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

FROM: Gregory C. Nelson, Chief Information Officer

DATE: June 23, 2021

SUBJECT: Cisco Secure Email purchase

The number of unwanted e-mails an organization receives continues to grow year over year. These may include anything from harmless spam and advertising, to malicious e-mails that may attempt to drop malware or viruses, to attempts to solicit sensitive information from its recipient. For an organization to best protect itself from e-mail that may go from distraction levels to disrupting business services, the City employs a combination of techniques. One of the first levels of protection has been our Cisco Ironport spam appliances. These appliances not only have local rules and definitions that help make intelligent decisions about whether or not an e-mail is safe to pass in or out of our organization, but they also participate in a global network of other Cisco Ironports that are able to share real-time information about new threats that allows for quicker response time to emerging threats.

With the upcoming expiration of support on these appliances approaching in August, we reached out to vendors to explore our options for renewal. During that process, we were made aware of the Cisco Secure Email cloud gateway option, where instead of hosting these services in hardware in the City's datacenters, they would instead be hosted in Cisco's cloud environment as multiple virtual appliances configured in redundancy to minimize any potential for downtime. We would be employing all of the same features that we currently have with the Cisco Ironport product, but would also gain additional malware and antivirus scanners to further protect our organization from potential threats.

If we had elected to renew the maintenance for a period of one year with the current Cisco Ironport appliances, the cost would have been \$11,025.00. If we instead elect to transition to the Cisco Secure Email platform, the cost of service over three years would be \$17,520.00. By electing to transition to this new platform with the three year option, the City would save \$15,555.00 over that same three year period, along with the cost savings realized in our datacenters by no longer having to cool, power, and support the physical appliances.

I recommend the purchase of the Cisco Secure Email cloud gateway service for a three year period from C Spire Business in the amount of \$17,520.00.

Resolution No. _____

WHEREAS, the City Council of the City of Auburn recognizes that it is in the best interest of the City of Auburn to execute a contract to purchase three years of the Cisco Secure Email cloud gateway service; and

WHEREAS, the purchase will be facilitated through C Spire Business and Alabama State Contract #T637.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Auburn, Alabama does hereby authorize a payment to C Spire Business in the amount of \$17,520.00 for the purchase of three years of the Cisco Secure Email cloud gateway service.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 6th day of July, 2021.

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 830674
MSC #703
Birmingham, AL 35283

Date: 07/22/21

Quote #: AAAQ132421

Sales Rep: tgodwin

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
		Email Security Quote City of Auburn		
		3 Year Option		
1	SVS-CES-SUPT-B	Basic Support for Cisco Email Security	\$0.00	\$0.00
500	CES-ESSN-AMP-BNDL	Email Security Essentials+AMP+baseThreatGrid subscription	\$35.04	\$17,520.00
1	EMAIL-TG-200	Cisco Threat Grid 200 Files/Day - For Internal Use Only	\$0.00	\$0.00
1	EMAIL-SEC-SUB	Cisco Email Security XaaS Subscription	\$0.00	\$0.00
		Total		\$17,520.00

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 <https://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. 8d(4)

Council Meeting Date	July 6, 2021
Department	Information Technology
Submitted By	Gregory C. Nelson
Agenda Section	Consent Agenda

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

Projility, Inc.
2 Wisconsin Circle, Suite 700
Chevy Chase, MD 20815-7007

Description of item under consideration

Resolution authorizing the City Manager to execute a contract with Projility, Inc. for professional services in the support of our project management software solution for the City of Auburn in the amount of \$35,000.00. The scope of the professional services includes the refinement of project workflows and reporting capabilities alongside general software maintenance. Price is established by GSA contract GS-35F-0666S.

Why is Council action needed?

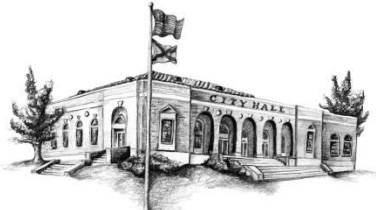
Section 41-16-50 of the Code of Alabama requires City Council to approve a resolution to award contracts in excess of \$15,000.

Are there deadlines involved with this item?

No

Is this a budgeted item?

Yes



City of Auburn
Home of Auburn University

MEMORANDUM

TO: Megan McGowen Crouch, City Manager
FROM: Gregory C. Nelson, Chief Information Officer
DATE: June 25, 2021
SUBJECT: Projility ExpertCare Software Support Agreement

The Information Technology Department, along with the OCM Budget and Strategic Planning Division and the Development Services Administration Business Unit, are requesting City Council approval to enter into an agreement with Projility, Inc., in the amount of \$35,000 for professional services in the support of our project management software solution.

Projility assisted the City of Auburn to develop our current project management software solution which went live this past May. The solution represents the improved and more efficient project management of construction projects, studies and master plans, and other capital projects as outlined in the City's 6-year Capital Improvement Plan, as well as other projects that are smaller in nature and reside at the departmental level. The functionality improves the City's ability to make more informed decisions on project execution, including budgets, schedules, bid dates, resource scheduling, and planning of available resources as Capital Improvement Plan projects are executed. This allows all projects across the City to be aggregated into interactive dashboards, reports, and presentations for the City Council, the City's Management Team, and other stakeholders. As we mature with the solution it will also allow for an improved public interface and dashboard on the City's website for citizens to learn more comprehensively about the current status of the City's Capital Improvement Plan, to include information about budgets and schedules, and regular progress updates and images.

The initial project implementation budgeted for a software support and maintenance contract after the conclusion of project implementation. We are now at that stage. Projility ExpertCare is a 12-month software support package. The contracted support time of 150 hours will be used to help staff further refine project workflows and reporting capabilities alongside general software maintenance.

I recommend approval of this ExpertCare Software Support Agreement with Projility, Inc., in the amount of \$35,000.

RESOLUTION NO. _____

WHEREAS, the City wishes to enter into a contract agreement with Projility, Inc. for professional services in the support of our project management software solution; and

WHEREAS, the price is established by GSA contract GS-35F-0666S in the amount of \$35,000.00.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Auburn, Alabama does hereby authorize a payment to Projility, Inc. for the purchase of professional services in the support of our project management software solution in the amount of \$35,000.00.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 6th day of July 2021.

Mayor

ATTEST:

City Manager

City of Auburn
ExpertCare Agreement

Rev. 1.0

For: City of Auburn
144 Tichenor Avenue
Auburn, AL 36830

Submitted by: **PROJILITY, Inc.**
2 Wisconsin Circle, Suite 700
Chevy Chase, MD 20815

www.PROJILITY.com
Key Contact: Rob Hirschmann
rob@projility.com
703-448-6777 x706

Date: June 15, 2021

This proposal is valid for 30 days from date issued.

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This ExpertCare Agreement (this “Agreement”) is entered into as of _____ (the “Effective Date”), by and among City of Auburn (“Client”) and PROJILITY, Inc. (“PROJILITY”).

1 INTRODUCTION

Client has a licensed implementation of MS Project Server 2019, and MS Project (“System”) configured to its business processes. Client would like to engage PROJILITY to provide **Application Support Services** (“Support”) for best practice expertise of application administration and troubleshooting of the System as identified herein. PROJILITY’s Support services package consists of prepaid hours that are used to engage our support staff (“Support Team”) for assistance with user, operational and technical problems, and for resolving issues that might arise using the System.

For value received, the parties agree as follows:

2 DESCRIPTION OF SUPPORT

2.1 SUPPORT OVERVIEW

PROJILITY’s Support services provide a comprehensive framework for delivering responsive and timely assistance for requests related to use, administration, and minor enhancement of the System.

Support services are provided via a Support Package that includes a pre-defined number of hours, which are consumed as activities are performed for Client-submitted Support Requests. Upon receipt, PROJILITY organizes Support Requests into the following classifications:

- **General Support Requests** – Support Requests involving questions or conversations regarding application administration and application usage are classified as General Support.
- **Defect Support Requests** – Support Requests involving bugs/defects within the System are classified as Defect Support Requests.
 - For Defect Support Requests involving a bug or defect within MS Project Server 2016 or other related applications (i.e. MS SharePoint, etc...), PROJILITY will assist in troubleshooting the issue in Client’s environment and assist in coordinating with MS in order to address the issue, if that escalation is needed. Support hours are consumed for this type of Support Request.
- **Enhancement Requests** – Support Requests involving i) additional functionality not available via out-of-the-box application configuration options; ii) changes to out-of-the-box configuration and/or data to modify existing or enable new business capabilities within the application will be classified as Enhancements. An Enhancement Support Request of sufficient complexity may require Professional Consulting Services outside of the scope of the Support services provided via this Agreement. Section 3 of this Agreement defines the types of Enhancements covered by this Agreement and those types of Enhancements that are beyond the scope of this Agreement.

In addition, Support Requests are organized into different Priority Levels, as defined in Figure 2.1.

Priority Level	Definition
3	A general request regarding application administration, configuration, or usage
2	A defect or some features not working, but not affecting many users
1	The system is unavailable, inoperable, or degraded to a level that makes the system unusable for more than 25% of the users

Figure 2.1: Support Request Priority Levels

2.2 SUPPORT REQUEST PROCESS

The following procedure is utilized for managing, responding, and resolving Support Requests:

1. Support Requests are initiated by a Designated Client Point of Contact (POC) in the manner set forth in Section 4 of this Agreement.
2. An acknowledgement of receipt of the Support Request will be sent to the Designated Client POC via email.
3. Requests are initially prioritized as “Priority Level 3” by default, unless specifically marked otherwise by the Designated Client POC submitting the Support Request.
4. Support Team will evaluate the Support Request in order to assess the Classification and Priority of the request. The Designated Client POC will be contacted within the applicable timeframe as defined in this Agreement. Based upon the result of the evaluation, the Support Team will take one of the actions below:
 - a. For General Support Requests
 - i. Contact the Designated Client POC to address and resolve the Support Request and/or request additional detail in order to fully understand the Support Request
 - b. For Defect Support Requests
 - i. [Intentionally Omitted]
 - ii. Provide assistance in escalating to Microsoft for MS-related defects (Client is responsible for any Microsoft-related support and/or tickets)
 - c. Enhancement Support Request
 - i. Review the Enhancement requested to determine if it is within the scope of services defined within this agreement
 - ii. In the event it is in scope, a Level of Effort will be communicated and reviewed with a Designated Client POC prior to performing work to deliver the Enhancement
 - iii. In the event the Enhancement is out of scope, PROJILITY Support Services will discuss with Client any separate Professional Consulting Services necessary to provide the requested Enhancement. No separate Professional Consulting Services will be provided unless Client and PROJILITY enter into a separate agreement covering such services.
5. When a Support Request is resolved, it will be closed based on mutual agreement.
6. Support Requests where a Client response to a request for information has not been received after 5 business days will be closed.

3 SCOPE OF SERVICES

3.1 IN SCOPE ACTIVITIES

Support Requests involving the activities below are in scope as part of the Support services provided by this Agreement:

1. Work directly with Client POC to discuss questions and topics related to the application administration of *System*, including:
 - a. [Intentionally Omitted]
 - b. MS Project Server 2019 “PWA Server Settings” Configurations and “Enterprise Global Template” settings
 - c. MS Project “Project Options” settings, Organizer, Views settings, and General Application Settings (Ribbon)
 - d. SharePoint Central Administration settings directly related to MS Project Server 2019 Service
2. Work directly with Designated Client POC to discuss questions and topics related to end user usage of System, and best practices associated with the usage for Client’s configuration of the System.
3. [Intentionally Omitted]
4. Support the escalation and investigation of identified defects to Microsoft support for defects related to the underlying Microsoft applications
5. Support the following types of Enhancements:
 - a. Creation of reports using Power BI, Excel Services and/or SQL Server Reporting Services from data stored within the MS Project Server “Reporting” database
 - b. Creation/modification of reports using data sources included within Consulting Services work performed as part of a Statement of Work
 - c. Creation of project lifecycle workflows using MS SharePoint Designer and/or MS Visual Studio
 - d. Customization of MS SharePoint that involve Site Templates, Master Pages, and CSS
6. Notify Client when the case is received, escalated, and resolved
7. Provide summary report on a monthly basis (requests worked, hours per request, and summary of overall burn rate). Reports are delivered on or about the first week of each month during the support term.

3.2 OUT OF SCOPE ACTIVITIES

Support Requests involving the activities identified below are out-of-scope as part of the Support Services provided under this Agreement. Support Requests that are out of scope for Support Services covered in this Agreement may be provided through a separate consulting agreement with PROJILTY and agreed to by Client. These include:

1. The installation and/or migration of MS Project Server 2016, or MS SharePoint
2. Configuration of SharePoint Central Administration outside of items directly related to core MS Project Server 2016 functionality
3. Enhancements that involve:
 - a. Integration with external systems
 - b. Creation of reports outside of the content and components defined as within scope in Section 3.1 of this Agreement

4. Consulting activities performed on-site at Client locations
5. Delivery of classroom-style Training
6. [Intentionally Omitted]

4 SERVICE LEVELS AGREEMENT

4.1 GENERAL SERVICE LEVEL AGREEMENTS

1. Support Requests may only be initiated by a Designated Client POC, as identified within this Agreement.
2. Support Request may only be submitted via the methods described within this Agreement.
3. [Intentionally Omitted]
4. Support hours are consumed on a ½ hour increment basis, rounded up to the next ½ hour increment
5. Support Requests estimated to exceed four (4) hour’s effort will be communicated and confirmed with a Designated Client POC prior to performing any additional work.
6. Support Requests estimated to exceed the balance of remaining hours available will be communicated with a Designated Client POC prior to performing any work. Completion of Support activities in this case may require the purchase of an additional Support Package.
7. Support Requests outside the scope of Support defined within this Agreement and/or that are of significant complexity/level of effort may require a separate Professional Consulting Services engagement.
8. When a Support Request is resolved, it will be closed based on mutual agreement.
9. Support Requests will be automatically closed if, after five (5) business days of Support sending an email request for additional information, no response is received from a Designated Client POC.

4.2 SUPPORT REQUEST RESPONSE TIMES

Support Team will evaluate and contact the Client within the timeframes outlined in the **Figure 4.2**.

Priority Level	Definition	Resolution Estimate Provided Within
3	A general question regarding application administration, configuration, or usage	16 business hours
2	A defect or some featured not working, but not affecting many users	8 business hours
1	The system is unavailable, inoperable, or degraded to a level that makes the system unusable for more than 25% of the users	4 business hours

Figure 4.2: Support Request Prioritization and Response Times

4.3 HOURS OF OPERATION

Standard hours of operation for Support are from 9AM to 6PM EST, Monday through Friday, except for US Federal Holidays.

4.3.1 SCHEDULED SUPPORT

In the event that a Support Request requires activities to be performed outside of the standard hours of operation, PROJILITY will coordinate with the Client to determine on a case by case basis, a mutually agreed time for the performance of the activities.

4.4 CONTACTING SUPPORT TEAM

The following methods are available for contacting Support:

1. Email Communication: Create a ticket by emailing PROJILITYExpertCare@PROJILITY.com
2. Support Site: <http://PROJILITYexpertcare.PROJILITY.com> - Ticket creation, tracking, reporting, email notification

4.5 DESIGNATED CLIENT CONTACTS

Client will provide a list of Designated Contacts that will be authorized to submit Support Requests. There may be no more than five (5) client contacts designated at any one time.

4.6 CLIENT RESPONSIBILITIES & MISCELLANEOUS AGREEMENTS

1. Provide relevant, accurate and sufficiently detailed information necessary to resolve each Support Request.
2. Coordinate with Support to schedule mutually agreed dates/times when additional touch points and/or interactions are required in order to resolve a Support Request.
3. Provide adequate access to Designated POCs so that Support Requests can effectively deliver to Service Level Agreements as outlined in Section 4.1.
4. Additional services or changes to the scope outlined in this Agreement will require a separate consulting agreement to be executed by Client and PROJILITY.
5. Client will provide PROJILITY with access to the existing Client System for resolving Support Requests.
6. Client will make available all relevant documentation that may include system, program, operation, and user documentation.
7. Client will be responsible for any Microsoft support tickets that may need to be opened.
8. PROJILITY is not responsible for delays caused by third-parties not in partnership with PROJILITY.
9. Client shall provide all Accounts, Network Access (i.e. VPN), and Hardware (i.e. Laptops) necessary for accessing Client's O365 and Project Online. Timing of Support Request completion may be impacted by the number of Accounts/Hardware provided by Client.

5 COST AND BILLING

5.1 EXPERTCARE PACKAGE

This Agreement provides Client with access to the prepaid number of support hours for Support Services as defined in **Figure 5.1**.

Select One (1) Option	Prepaid Support	Description	Cost
Initials: _____	Silver	100 hours of Support	\$ 25,000
Initials: __ CPG ____	Gold	150 hours of Support	\$ 35,000
Initials: _____	Platinum	200 hours of Support	\$ 45,000

Figure 5.1: Support Packages and Cost for future renewals

5.2 PERIOD OF PERFORMANCE

The term of this Agreement will commence upon the Effective Date and will continue for a period of twelve (12) calendar months.

5.3 PAYMENT TERMS

Payment is due upon receipt of the invoice. **Although Support Requests may be submitted from the Support Start Date identified within this Agreement, delay in payment may result in the suspension of all support activities until payment has been received at the sole discretion of PROJILITY.**

5.4 RENEWALS

This Agreement will be renewed for a subsequent twelve (12) month period via written agreement unless otherwise directed by Client when either i) the current Agreement period completes, or ii) when all available hours have been consumed. In the event that the Agreement is not renewed, the terms and provisions of this Agreement will expire at the end of the twelve (12) month period, along with any unused support hours.



6 SIGNATURES

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives, as of the Effective Date.

AGREED:

By _____

(Signature)

(Print name)

(Title)

City of Auburn

(Organization)

Date _____

By _____

(Signature)

(Print name)

(Title)

PROJILITY, Inc.

(Company)

Date _____

Agenda Item Summary

Item No. 8d(5)

Council Meeting Date	July 06, 2021
Department	Parks and Recreation
Submitted By	Rebecca O. Richardson
Agenda Section	Consent Agenda

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

University Ace Hardware
2101 E University Drive
Auburn, AL 36830

Description of item under consideration

Resolution authorizing the City Manager to execute a contract with University Ace Hardware in the amount of \$34,604.00 to purchase an Exmark mower for the Soccer Complex.

Why is Council action needed?

Council action is needed to authorize the City Manager to execute a contract with University Ace Hardware for the purchase of the Exmark mower.

Are there deadlines involved with this item?

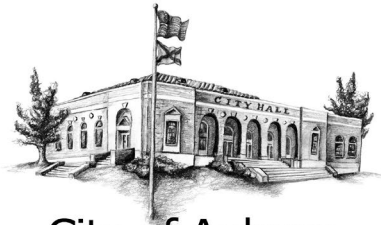
Yes

Please explain

We would like to purchase the mower as soon as possible, as grass and sprigs are almost to the point of needing to be mowed in the next couple of weeks.

Is this a budgeted item?

Yes



City of Auburn
Home of Auburn University

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

FROM: Rebecca O. Richardson, Parks and Recreation Director

DATE: June 21, 2021

SUBJECT: Contract for purchase of Mid-mount ATR Mower

As part of the field improvements and renovations at the Auburn Soccer Complex and other places, our Athletic Facility Superintendent, Rob Hollingshead, has been looking for a mower to improve the cutting of the fields. The eXmark Mid-mount ZTR mower has four blades with a floating deck. So it cuts like a gang mower without the downtime and expense of constant sharpening of the blades. This mower will allow the crews to cut the soccer complex in one day. So instead of cutting the grass twice a week, they will be able to cut it three times a week. More frequent cutting allows the Bermuda to grow better. We will also be able to use one person rather than using three people with mowers as we have to do now so it will increase efficiency with manpower.

University Ace Hardware has helped find this mower in North Alabama and it is available now on a Sourcewell Purchasing Contract #062117-EXM. The cost of the mower is \$34,604.00. We have held some funds back this budget year in case we had to do more work on the soccer fields and can use those funds to cover the cost of the mower.

I am requesting approval of the contract to purchase the mower as soon as possible. We would like to get it for use as the grass and sprigs get to the point where they need to be mowed in the next few weeks.

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 an Exmark mower for the Parks & Recreation Department; and

WHEREAS, Sourcewell Purchasing Cooperative Contract Number 062117-EXM establishes the price of the tractor at \$34,604.00 through University Ace Hardware.

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 University Ace Hardware to purchase an Exmark mower in the amount of \$34,604.00.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 6th day of July 2021.

Mayor

ATTEST:

City Manager

The logo for eXmark, featuring the word "eXmark" in a stylized font with a large "X" inside a circle.

2021

Sourcewell 

Awarded Contract

Contract #062117-EXM



BID SPECIFICATIONS

Mid-Mount ZTR Mower

Lazer Z Diesel

LZS88CDYM96RW0

SPECIFICATIONS

Engine – Yanmar 3TNV88C TNV, governed to 3,000 RPM

Carb Compliant – Yes

Air Filter – Heavy-duty canister air filtration system with electronic vacuum sensor

Drive System – Kanzaki KPS-18T Transmission, 16-quart oil capacity, spin-on filter. 18 cc shoe type pumps and 17.84 cubic inch Hydro-Gear HGM-18 motors, hydraulic oil cooler.

Ground Speed – Infinitely variable speed selection from 0–12.5 mph (20 kmph) forward, 0–7 mph (11 kmph) reverse.

Hydro Fluid – Exmark Premium Hydraulic Oil

Cutting Deck – Full-floating UltraCut Rear Discharge Deck. Rear-discharge standard with finish cut baffles included.

Cutting Height – 1.0" (2.5 cm) to 5.5" (11.8 cm) in 0.25" (0.64 cm) increments.

Deck Lift Assist – Hydraulic

Drive Tires – 26x12-12, 6ply Multi Trac®

Front Caster Tires – 15 x 6.0-6, smooth-tread, semi-pneumatic.

Steering and Motion Control – Hydraulically dampened twin levers, adjust fore and aft., also adjustable to 2 height positions. Adjustable dampeners (3 positions) to customize drive responsiveness.

Curb Weight – 2650 lbs.

Dimensions:

Deck Size - 96"

Width.....101.2 in. (257.0cm), 72.5 in. @ 3 in. HOC when folded

Length.....97.2 in. (246.9 cm)

Height.....71.8 in. (182.4 cm)

Blades – 4 Blades at 24.50" Length

Blade-Tip Speed – Approximately 18,500 fpm

Blade Spindles – No maintenance, sealed and non-greasable spindles; 7.75"-diameter cutter housing with 25mm (.98") diameter spindle shaft, double row bearings, top and bottom, and splined blade driver.

Tractor Frame – Welded, heavy-duty 1.5" x 3" x 3/16" tubular steel.

Turning Radius – True zero-turn

Drive-Wheel Release – Allows unit movement without engine running.

Parking Brake – Lever-actuated internal wet disc brake.

**Lazer Z Diesel
LZS88CDYM96RW0**

Seat - Deluxe, two-tone, bolstered suspension seat with Elastomeric Vibration Control material. Mounted on innovative Seat Isolation System that provides operator isolation in all three planes of motion as well as fore-aft slide and seat flip-up.

Fuel Capacity – 12-gallon (45.4-L), side fuel tanks

Electrical – 12-volt battery with 55-amp alternator.

PTO Engagement – Integrated wet clutch system in transmission, connected to right angle gearbox on deck via drive shaft

Standard Features – 12-volt plug-in, engine hour meter and cup holder

Safety Package – Operator Presence Controls (OPC) and drive system interlock, with safety interlock system indicators.

Onboard Intelligence – RED Technology

Available Accessories and Attachments

Anti-Scalp and Side Wear Bar Kit	127-6650
Finish Cut Baffles	135-2449
Flasher Kit	135-2892
Hitch Kit	135-3616
Jack	127-6666
Jack Mount Receiver	135-1768
LED Light Kit (not compatible with 135-2473)	135-7076
Rear Guard and Bumper Kit	135-3445
Slow Moving Vehicle Sign Kit	135-2891
Sun Shade	126-8077
White Non-Marking Side Bumper	126-0854



UNIVERSITY ACE HARDWARE
 2101 E UNIVERSITY DR
 AUBURN, AL 36830

PHONE: (334) 329-7100

CUST NO: 10109 JOB NO: 000 PURCHASE ORDER: REFERENCE: TERMS: NET EOM CLERK: CB DATE / TIME: 6/16/21 3:54

TERMINAL: 581

SOLD TO:
 CITY OF AUBURN
 144 TICHENOR AVE

SHIP TO:

EXP. DATE: 6/17/21

AUBURN AL 36830
 334-501-7237

TAX: 001 ALABAMA STATE SALES T

ESTIMATE: 956445/1

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSION
1		1	EA	LZS88CDYM96RW0	YAN 3TNV88C 96" DIESEL	42999.00	1	34604.00 /EA	34,604.00 N

TAXABLE 0.00
 NON-TAXABLE 34604.00
 SUBTOTAL 34604.00

TAX AMOUNT 0.00

TOTAL 34604.00

TOT WT: 0.00

X _____
 Received By

ZERO-TURN RIDERS

MODEL	ENGINE	CUTTING WIDTH	FEATURES	SOURCEWELL
NAVIGATOR®				
NV5740CKC42000	25 HP ¹ Kohler CH740 Command PRO	42" Center Discharge		\$11,910
NV5730AKC48000	23 HP ¹ Kohler ECH730 Command PRO EFI	48" Center Discharge		\$12,875
RADIUS S-SERIES				
RAS651GKA483A3	20.5 HP ¹ Kawasaki FX651V V-Twin	48" UltraCut Series 3		\$5,633
RAS691GKA523A3	22 HP Kawasaki FX691V V-Twin	52" UltraCut Series 3		\$6,035
RAS730GKA603A3	23.5 HP ¹ Kawasaki FX730V V-Twin	60" UltraCut Series 3		\$6,437
RAS730GKA60RA3	23.5 HP ¹ Kawasaki FX730V V-Twin	60" UltraCut Rear Discharge		\$6,759
RADIUS X-SERIES				
RAX651GKA484A3	20.5 HP ¹ Kawasaki FX651V V-Twin	48" UltraCut Series 4		\$6,437
RAX691GKA524A3	22 HP Kawasaki FX691V V-Twin	52" UltraCut Series 4		\$6,840
RAX730GKA604A3	23.5 HP ¹ Kawasaki FX730V V-Twin	60" UltraCut Series 4		\$7,242
LAZER Z[®] E-SERIES				
LZE651CKA484A2	20.5 HP ¹ Kawasaki FX651V V-Twin	48" UltraCut Series 4		\$7,886
LZE751GKA524A2	24.5 HP ¹ Kawasaki FX751V V-Twin	52" UltraCut Series 4		\$8,449
LZE740EKC60400	25 HP ¹ Kohler ECV740 Command PRO EFI	60" UltraCut Series 4		\$8,771
LZE742GKC604A3	25 HP ¹ Kohler CV742	60" UltraCut Series 4		\$8,449
LZE751GKA604C1	24.5 HP ¹ Kawasaki FX751V V-Twin	60" UltraCut Series 4	Suspension Platform	\$9,656
LZE801GKA604A1	25.5 HP ¹ Kawasaki FX801V V-Twin	60" UltraCut Series 4		\$8,852
LZE801GKA724A1	25.5 HP ¹ Kawasaki FX801V V-Twin	72" UltraCut Series 4		\$9,254
LAZER Z S-SERIES				
LZS740AKC524A2	25 HP ¹ Kohler ECV740 Command PRO EFI	52" UltraCut Series 4		\$9,495
LZS801GKA524A2	25.5 HP ¹ Kawasaki FX801V V-Twin	52" UltraCut Series 4		\$9,656
LZS749AKC604A1	26.5 HP ¹ Kohler ECV749 Command PRO EFI	60" UltraCut Series 4		\$10,461
LZS801GKA604A1	25.5 HP ¹ Kawasaki FX801V V-Twin	60" UltraCut Series 4		\$9,978
LZS801CKA60RA1	25.5 HP ¹ Kawasaki FX801V V-Twin	60" UltraCut Rear Discharge		\$10,300
LZS749AKC72400	26.5 HP ¹ Kohler ECV749 Command PRO EFI	72" UltraCut Series 4		\$10,542
LZS749AKC724A1	26.5 HP ¹ Kohler ECV749 Command PRO EFI	72" UltraCut Series 4		\$10,783
LZS801CKA72RA1	25.5 HP ¹ Kawasaki FX801V V-Twin	72" UltraCut Rear Discharge		\$10,702
LAZER Z X-SERIES				
LZX801GKA60600	25.5 HP ¹ Kawasaki FX801V V-Twin	60" UltraCut Series 6		\$10,461
LZX801CKA606C1	25.5 HP ¹ Kawasaki FX801V V-Twin	60" UltraCut Series 6	Suspension Platform	\$11,266
LZX921GKA60600	31 HP ¹ Kawasaki FX921V V-Twin	60" UltraCut Series 6		\$11,588
LZX921GKA606A5	31 HP ¹ Kawasaki FX921V V-Twin	60" UltraCut Series 6	Tractus Tires	\$12,392
LZX980EKC606W0	38 HP ¹ Kohler ECV980 Command PRO EFI	60" UltraCut Series 6	RED Equipped	\$12,553
LZX921GKA72600	31 HP ¹ Kawasaki FX921V V-Twin	72" UltraCut Series 6		\$11,910
LZX921GKA726A5	31 HP ¹ Kawasaki FX921V V-Twin	72" UltraCut Series 6	Tractus Tires	\$12,714
LZX921GKA726C1	31 HP ¹ Kawasaki FX921V V-Twin	72" UltraCut Series 6	Suspension Platform	\$12,714
LZX980EKC726W0	38 HP ¹ Kohler ECV980 Command PRO EFI	72" UltraCut Series 6	RED Equipped	\$12,875
LZX980EKC96RW0	38 HP ¹ Kohler ECV980 Command PRO EFI	96" UltraCut Rear Discharge w/ flex wings	RED Equipped	\$26,556
LAZER Z DIESEL				
LZS80TDYM604W0	25 HP ² Yanmar® 3TNV80FT Diesel	60" UltraCut Series 4	RED Equipped	\$17,301
LZS80TDYM724W0	25 HP ² Yanmar 3TNV80FT Diesel	72" UltraCut Series 4	RED Equipped	\$17,704
LZS80TDYM72RW0	25 HP ² Yanmar 3TNV80FT Diesel	72" UltraCut Rear Discharge	RED Equipped	\$18,026
LZS88CDYM96RW0	37 HP ² Yanmar 3TNV88C Diesel	96" UltraCut Rear Discharge w/ flex wings	RED Equipped	\$34,604

Agenda Item Summary

Item No. 8d(6)

Council Meeting Date	July 06, 2021
Department	Public Safety
Submitted By	Paul Register
Agenda Section	Consent Agenda

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

Dell Marketing L.P.
c/o Dell USA L.P.
P. O. Box 534118
Atlanta, GA 30353-4118

Description of item under consideration

Resolution authorizing the City Manager to execute a contract to purchase twelve (12) Dell Latitude 5420 Laptops with auto adapters for a total of \$24,805.92 from Dell Marketing L.P. The price and vendor is established per National Cooperative Purchasing Alliance Contract 01-42. The laptops will be utilized by the Police Division and are based on the replacement needs of the division.

Why is Council action needed?

City Council action is needed to authorize the City Manager to execute a contract with Dell Marketing L.P. for the purchase of 12 laptops with auto adapters for a total purchase price of \$24,805.92.

Are there deadlines involved with this item?

No

Is this a budgeted item?

Yes



City of Auburn
Home of Auburn University

MEMORANDUM

TO: Megan McGowen Crouch
City Manager

FROM: Paul Register
Public Safety Director

DATE: June 24, 2021

RE: Purchase of Laptops and adapters

The City of Auburn Information Technology Department has identified numerous laptops which have reached the end of their life cycle and need to be replaced. The Police Division requests council approval to purchase twelve (12) Dell Latitude 5420 laptops with auto adapters for \$2,067.16 each. The total expenditure for this purchase will be \$24,805.92, and is already allocated in the FY21 budget. The equipment will be purchased through the National Cooperative Purchasing Alliance - NCPA 01-42.

RESOLUTION: _____

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 twelve (12) Dell Latitude 5420 laptops with auto adapters to be used by the Police Division of the Public Safety Department; and,

WHEREAS, the National Cooperative Purchasing Alliance contract 01-42 establishes the price of these laptops with adapters at \$24,805.92 through Dell Marketing L.P. of Atlanta, Georgia.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Auburn, Alabama authorizes the City Manager to execute a contract with Dell Marketing L. P. of Atlanta, Georgia to purchase twelve (12) Dell Latitude 5420 laptops with auto adapters to be used by the Police Division of the Public Safety Department.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 6th day of July, 2021.

Mayor

ATTEST:

City Manager



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000090079293.1	Sales Rep	Alex Beecher
Total	\$24,805.92	Phone	(800) 456-3355, 6180178
Customer #	7430966	Email	Alexandra_Beecher@Dell.com
Quoted On	Jun. 28, 2021	Billing To	ACCOUNTS PAYABLE
Expires by	Jul. 28, 2021		CITY OF AUBURN
	National Cooperative		144 TICHENOR AVE STE 7
Contract Name	Purchasing Alliance-NCPA (open to registered customers only)		AUBURN, AL 36830-4785
Contract Code	C000000005600		
Customer Agreement #	NCPA 01-42		
Deal ID	21524256		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Alex Beecher

Shipping Group

Shipping To	Shipping Method
SEAN MALLOY CITY OF AUBURN 144 TICHENOR AVE STE 4 AUBURN, AL 36830-4785 (334) 501-7210	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell 65-Watt Auto Air Adapter - USB Type-C	\$70.68	12	\$848.16
Dell Latitude 5420	\$1,996.48	12	\$23,957.76

Subtotal:	\$24,805.92
Shipping:	\$0.00
Non-Taxable Amount:	\$24,805.92
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$24,805.92
---------------	--------------------

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

SEAN MALLOY
CITY OF AUBURN
144 TICHENOR AVE
STE 4
AUBURN, AL 36830-4785
(334) 501-7210

Shipping Method

Standard Delivery

	Quantity	Subtotal
Dell 65-Watt Auto Air Adapter - USB Type-C	12	\$848.16

Estimated delivery if purchased today:

Jul. 06, 2021

Contract # C000000005600

Customer Agreement # NCPA 01-42

Description	SKU	Unit Price	Quantity	Subtotal
Dell 65-Watt Auto Air Adapter - USB Type-C	492-BBUN	-	12	-

	Quantity	Subtotal
Dell Latitude 5420	12	\$23,957.76

Estimated delivery if purchased today:

Sep. 21, 2021

Contract # C000000005600

Customer Agreement # NCPA 01-42

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5420 XCTO Base	210-AYNM	-	12	-
11th Generation Intel Core i7-1165G7 (4 Core, 12M cache, base 2.8GHz, up to 4.7GHz)	379-BEHH	-	12	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	12	-
I7-1165G7 Trans, Intel Iris Xe Graphics, Thunderbolt	338-BXRU	-	12	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	12	-
No Out-of-Band Systems Management - No vPro	631-ACTP	-	12	-
16GB, 2x8GB, DDR4 Non-ECC	370-AFVQ	-	12	-
M.2 256GB PCIe NVMe Class 40 Solid State Drive	400-BKUW	-	12	-
No AutoPilot	340-CKSZ	-	12	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	12	-
LCD back cover for Latitude 5420 WLAN/WWAN	320-BECW	-	12	-
HD + IR Camera Bezel with Mic	325-BDYY	-	12	-
14" FHD (1920x1080) Touch, Anti-Glare, 300nits	391-BFPL	-	12	-
Single Pointing Backlit US English Keyboard	583-BHCH	-	12	-
No Mouse	570-AADK	-	12	-
Intel AX201 WLAN Driver	555-BGJD	-	12	-
Intel Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.1	555-BGGT	-	12	-
Intel XMM 7360 LTE card for Verizon	556-BCEZ	-	12	-
Intel XMM 7360 Global LTE-Advanced	556-BCMZ	-	12	-
3 Cell 42Whr ExpressCharge™ Capable Battery	451-BCSV	-	12	-
65W Type-C Epeat Adapter	492-BCXP	-	12	-
Palmrest, No Security, Thunderbolt 4	346-BGVN	-	12	-

US Power Cord	537-BBBL	-	12	-
Quick start guide for Win 10, Ubuntu	340-CTZO	-	12	-
No Anti-Virus Software	650-AAAM	-	12	-
US Order	332-1286	-	12	-
No Resource USB Media	430-XXYG	-	12	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	12	-
ENERGY STAR Qualified	387-BBPC	-	12	-
Custom Configuration	817-BBBB	-	12	-
Mix Model 65W Adpater + TGL CPU	340-CUCT	-	12	-
11th Generation Intel(R) Core(TM) i7 non-vPro Processor Label	389-DXDV	-	12	-
BTO Standard Shipment (VS)	800-BBQK	-	12	-
No UPC Label	389-BCGW	-	12	-
No Removable CD/DVD Drive	429-AATO	-	12	-
Latitude 5420 Bottom Door	321-BGBE	-	12	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	12	-
Dell Limited Hardware Warranty	997-8317	-	12	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	12	-
ProSupport Plus: Next Business Day Onsite, 15 Months	997-8369	-	12	-
ProSupport Plus: 7x24 Technical Support, 63 Months	997-8400	-	12	-
ProSupport Plus: Keep Your Hard Drive, 63 Months	997-8401	-	12	-
ProSupport Plus: Next Business Day Onsite, 48 Months Extended	997-8402	-	12	-
ProSupport Plus: Accidental Damage Service, 63 Months	997-8403	-	12	-
No Accidental Damage Selected	981-4619	-	12	-
VMware Carbon Black Cloud Endpoint Standard NGAV, B-EDR, w/Dell ProSupport for Software 3 Year	528-CHEB	-	12	-
OS-Windows Media Not Included	620-AALW	-	12	-
SupportAssist	525-BBCL	-	12	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	12	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	12	-
Waves Maxx Audio	658-BBRB	-	12	-
Dell Power Manager	658-BDVK	-	12	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	12	-
Dell Optimizer	658-BEQP	-	12	-

Subtotal:	\$24,805.92
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$24,805.92

Important Notes

Terms of Sale

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

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

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

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

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

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

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

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

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

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

Agenda Item Summary

Item No. 8d(7)

Council Meeting Date	July 06, 2021
Department	Public Safety
Submitted By	Paul Register
Agenda Section	Consent Agenda

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

City of Auburn

Green Pond Volunteer Fire Department

Description of item under consideration

Resolution authorizing the City Manager to declare one (1) 2010 KME Custom Pumper as surplus property, and to authorize the sale of this vehicle to the Green Pond Volunteer Fire Department.

Why is Council action needed?

City action is required to declare a surplus asset in accordance with Section 11-47-20 of the Code of Alabama, 1975.

Are there deadlines involved with this item?

No

Is this a budgeted item?

Yes



City of Auburn
Home of Auburn University

MEMORANDUM

TO: Megan McGowen Crouch
City Manager

FROM: Paul Register
Public Safety Director

DATE: June 15, 2021

SUBJECT: Declare vehicle as surplus property

The City of Auburn Fleet Services Division recommends that the Fire Division remove one (1) 2010 KME Custom Pumper with high mileage, from the Public Safety Department Fire Division fleet of vehicles and sell such vehicle. The Green Pond Volunteer Fire Department has expressed the desire to purchase this KME Custom Pumper. The City of Auburn Fleet Services Division determined that the appropriate value of said vehicle is \$50,000.00.

At this time, I recommend the following Fire vehicle be declared as surplus and sold to the Green Pond Volunteer Fire Department, at their request, for a purchase price of \$50,000:

Vehicle 910 2010 KME Custom Pumper (VIN No. 1K9AF4288AN058950)

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Auburn, Alabama has determined that the City of Auburn has certain items of personal property which are no longer needed for public or municipal purposes, specifically the following vehicle:

2010 KME CUSTOM PUMPER (VIN No. 1K9AF4288AN058950); and,

WHEREAS, this vehicle has a value of approximately \$50,000.00 set by the City of Auburn Fleet Services Division; and,

WHEREAS, the Green Pond Volunteer Fire Department of Green Pond, Alabama has expressed a desire to purchase the 2010 KME Custom Pumper for \$50,000.00

WHEREAS, Section 11-47-20 of the Code of Alabama of 1975 authorizes the municipal governing body to dispose of unneeded personal property.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Auburn, Alabama, that the following vehicles are no longer needed for public or municipal purposes and are hereby declared surplus:

2010 KME CUSTOM PUMPER (VIN No. 1K9AF4288AN058950)

BE IT FURTHER RESOLVED that the City Council hereby authorizes the sale and transfer of said vehicle to the Green Pond Volunteer Fire Department for \$50,000.00.

BE IT FURTHER RESOLVED that the Mayor and City Manager be, and hereby are, authorized and directed to take all action and execute all documents in furtherance of the transactions contemplated herein.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 6th day of July 2021.

MAYOR

ATTEST:

CITY MANAGER

Agenda Item Summary

Item No. 8d(8)

Council Meeting Date	July 06, 2021
Department	Water Resource Management
Submitted By	Eric Carson
Agenda Section	Consent Agenda

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

CSX Transportation, Inc.
500 Water Street, J180
Jacksonville, FL 32202

Description of item under consideration

Resolution authorizing the City Manager to execute a Facility Encroachment Agreement on behalf of the City of Auburn with CSX Transportation, Inc. in the amount of \$57,681 for construction of the Highway 14 Sanitary Sewer Force Main Replacement Project. The attached memorandum provides additional details regarding the Agreement.

Why is Council action needed?

Council action is needed to authorize the City Manager to execute an Agreement.

Are there deadlines involved with this item?

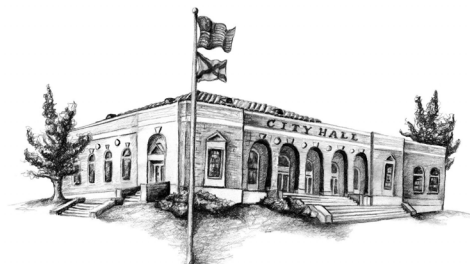
Yes

Please explain

Agreement needs to be executed before construction can take place in the CSX ROW.

Is this a budgeted item?

Yes



City of Auburn

Home of Auburn University

MEMORANDUM

TO: Megan McGowen Crouch – City Manager

FROM: Eric A. Carson, P.E. – Water Resource Management Director

DATE: June 25, 2021

RE: CSX Facility Encroachment Agreement – Highway 14 Sanitary Sewer Force Main Replacement Project

The Water Resource Management (WRM) Department is requesting City Council approval to enter into a Facility Encroachment Agreement with CSX Transportation, Inc. (CSX) in the amount of \$57,681 for construction of the Highway 14 Sanitary Sewer Force Main Replacement Project. The CSX encroachment fee of \$57,681 is calculated as follows: Review Fee of \$2,500, Railroad Protective Liability Fee of \$2,600, and an encroachment license fee of \$52,581 which is based on a \$51/linear feet encroachment unit cost and 1,031 linear feet of encroachment. This Agreement will consist of approximately 1,031 linear feet of 18-inch high density polyethylene (HDPE) sanitary sewer force main pipe occupancy in the CSX Right of Way from the intersection of Chadwick Lane and Highway 14 to a point approximately 1,031 feet east of the intersection before it leaves the CSX Right of Way.

This Agreement is needed for the construction of a new 18-inch force main. The existing force main is located in a 20 ft easement along the northern property line of the Auburn Legends RV Park and must be kept in service during construction of the new force main. There is not enough room on the existing easement to construct the new main. Acquisition of additional easement on the RV Park property is not possible due to the proximity of existing structures. Therefore the only alternative is to construct the new main on the CSX Right of Way (ROW). Maintenance and accessibility will be improved by constructing the new force main in the CSX ROW as it is very difficult to access the existing force main in this area due to various structures located in the Auburn Legends RV Park.

The Water Resource Management Department and the Department's Engineering consultant have evaluated this agreement and recommend entering into this Facility Encroachment Agreement with CSX Transportation, Inc. in the amount of \$57,681.

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Auburn recognizes that it is in the best interest of the City of Auburn to construct, operate and maintain a new sanitary sewer force main in the CSX Transportation, Inc. Right of Way; and,

WHEREAS, the City of Auburn desires to construct, operate and maintain an 18-inch diameter sanitary sewer force main in the CSX Right of Way from the intersection of Highway 14 and Chadwick Lane to a point approximately 1,031 feet east of this intersection; and,

WHEREAS, CSX Transportation, Inc. requires the City to enter into a Facility Encroachment Agreement for construction, operation and maintenance of utilities within its Right of Way; 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 Facility Encroachment Agreement with CSX Transportation, Inc. in the amount of \$57,681 for construction, operation and maintenance of the above referenced sanitary sewer force main.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 6th day of July 2021.

Mayor

ATTEST:

City Manager

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of January 26, 2021, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF AUBURN, a municipal corporation, political subdivision or state agency, under the laws of the State of Alabama, whose mailing address is 1501 West Samford Ave, Auburn, Alabama 36832, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) eighteen inch (18") diameter sub-grade pipeline parallel, solely for the conveyance of raw/treated sewage, located at or near Auburn, Lee County, Alabama, Gulf Zone Division, Awp W Of A Subdivision, beginning at Valuation Station 1647+57, Milepost XXB-119.7, Latitude N32:36:02.80, Longitude W85:32:16.30, and ending at Valuation Station 1657+88, Milepost XXB-119.9, Latitude N32:36:01.30, Longitude W85:32:28.70;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes, including but not limited to Licensor's track(s) structures(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus other property, or any appurtenances thereto ("Licensor's Facilities") and any other facilities as now exist or which may in the future be located in, upon, over, under or across the property

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

1.4 The term Licensor Facilities, as used herein shall include Licensor's track(s) structures(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus other property, or any appurtenances thereto and any other facilities as now exist or which may in the future be located in, upon, over, under or across the property.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FIFTY-TWO THOUSAND FIVE HUNDRED EIGHTY-ONE AND 00/100 U.S. DOLLARS (\$52,581.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part. Licensee agrees that it shall not assess Licensor any stormwater fee associated with such Facilities. Furthermore, Licensee shall be responsible for any stormwater fees assessed by any County or State agency managing such systems.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives on or adjacent to Licensor's property of any type or perform or cause any blasting on or adjacent to Licensor's property without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from Licensor, or when applicable, an official field representative of Licensor permitted to approve changes, authorizing the necessary field changes and Licensee shall provide Licensor with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and

(B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of Licensor's Facilities; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference.

Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c)

any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

- (i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00).
- (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement and naming Licensor, and/or its designee, as additional insured. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.

- (iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence naming Licensor, and/or its designee, as additional insured.
- (iv) The insurance policies must contain a waiver of subrogation against CSXT and its Affiliates, except where prohibited by law. All insurance companies must be A. M. Best rated A- and Class VII or better.
- (v) Such other insurance as Licensor may reasonably require.
- (vi) Licensee shall require its contractors to meet minimum insurance requirements above when performing work in relation to this agreement. Licensee will procure and review contractor's insurance certificates to confirm requirements are met. Licensor may request a copy of the insurance certificate.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 To the extent permitted by law and without waiver of the sovereign immunity of Licensee, securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor,

- i) Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 04 13) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

OR

ii) The CGL policy shall include endorsement ISO CG 24 17 and the Auto Liability Policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsements are not included, RPL insurance must be provided.

(B) At Licensor's option, in lieu of purchasing RPL insurance or the 50 foot endorsements from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; PROTECTION SERVICES:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, or field construction managers for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or changes to Licensor's Facilities shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment

rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:
https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 334-501-3060.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within one hundred twenty (120) days of Licensor's verification of such overpayment.

18.10 This Agreement may be executed in any number of counterparts, and such counterparts may be exchanged by electronic transmission. Upon execution by the parties hereto, each counterpart shall be deemed an original and together shall constitute one and the same instrument. A fully executed copy of this Agreement by electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

CITY OF AUBURN

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: _____

Print/Type Title: _____

Tax ID No.: _____

Authority under Ordinance or

Resolution No. _____,

Dated _____.

Auburn, Lee Co., AL
Southeast Region - Gulf Zone - A&WP (AW) subdivision
From MP XXB-119.7 To MP XXB-119.9
(Approx. 1,031-LF Pipe Occupancy Along RR East Side of CSXT R/W)
From Val. Sta. 1647+57 To Val. Sta. 1657+88 (GIS Map No. 21856)

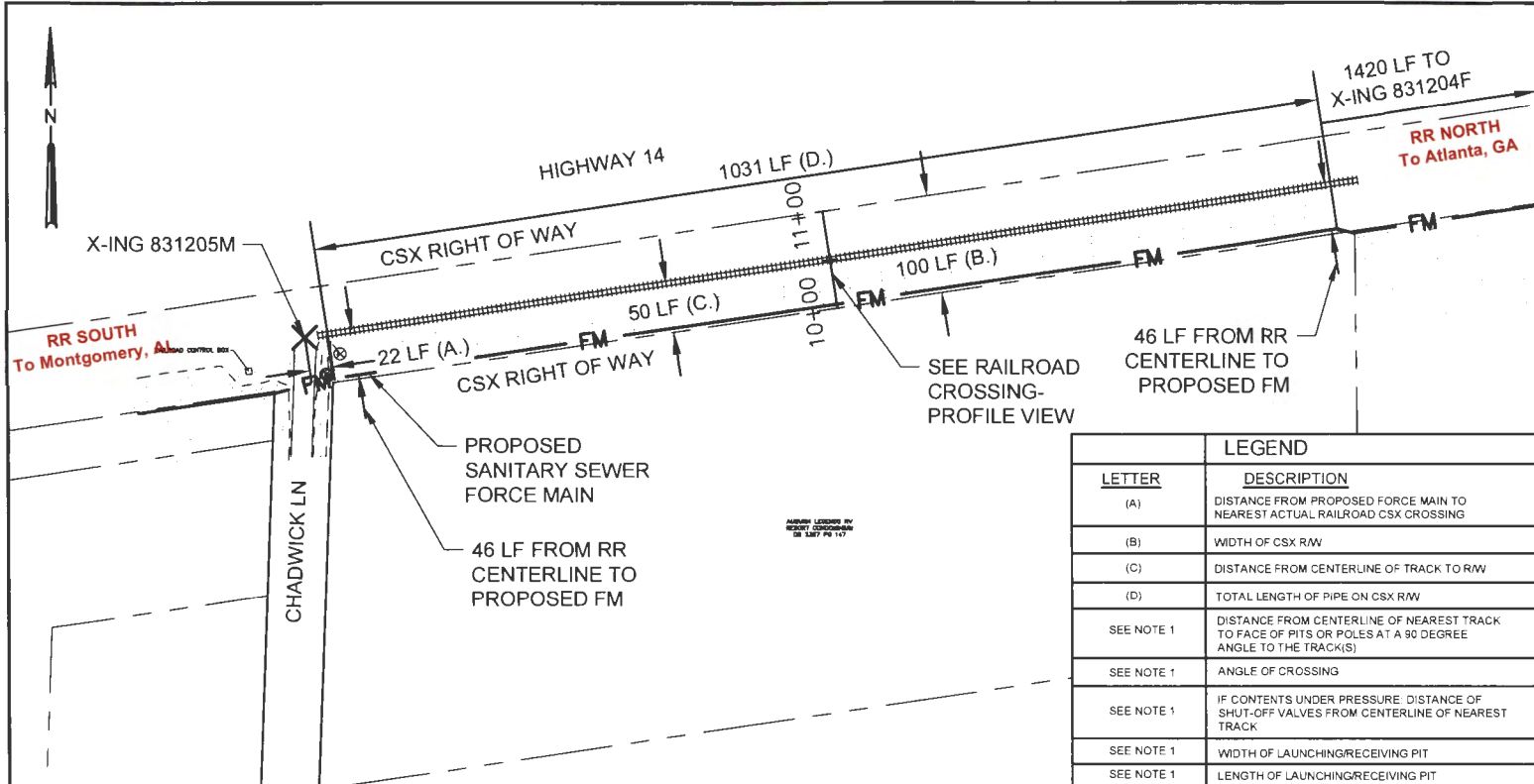
CSX PROPERTY SERVICES REVIEW	
<input type="checkbox"/> No Exceptions	<input checked="" type="checkbox"/> Exceptions Noted
This review is for the general conformance with CSX utility design specifications only. Sole responsibility for all aspects of the overall design shall remain with the facility owner. This review does not constitute approval to proceed without meeting all of CSX's safety and contractual requirements.	
By:	

CSXT GENERAL NOTES:

1. REFER TO THE CSXT PIPELINE DESIGN & CONSTRUCTION SPECIFICATIONS FOR ADDITIONAL INFORMATION.
2. TRENCH EXCAVATION SHALL BE OF SUCH DIMENSIONS AS TO PROVIDE AMPLE ROOM FOR CONSTRUCTION. TRENCH WIDTHS SHALL BE AT LEAST 12 INCHES WIDER THAN THE OUTSIDE DIAMETER OF THE PIPE (6-INCHES EITHER SIDE OF THE PIPE). THE BOTTOM OF THE TRENCH, IN SO FAR AS IS PRACTICAL, SHALL BE EXCAVATED TO PERMIT PROPER PLACEMENT OF THE PIPE. THE EXCAVATION FOR THE PIPELINE SHALL INCLUDE THE REMOVAL OF ANY OBSTRUCTIONS ENCOUNTERED. THE TRENCH SHALL BE EXCAVATED TO A DEPTH AT LEAST 3 INCHES BELOW THE OUTSIDE BOTTOM ELEVATION OF THE PLANNED PIPELINE. WHEN NECESSARY, ALL EXCAVATIONS SHOULD BE DEWATERED PRIOR TO AND DURING INSTALLATION AND BACKFILLING OF THE SYSTEM.
3. COMPACT ALL BACKFILL IN EXCAVATIONS AND TRENCHES TO 95% MAXIMUM DRY DENSITY AS DEFINED IN ASTM STANDARD D1557. USE CLEAN, SUITABLE BACKFILL MATERIAL, INSTALL IN SIX-INCH LIFTS AND COMPACT.
4. BEDDING MATERIAL SHALL BE GRANULAR BACKFILL IDENTICAL TO SUBBALLAST, OR A WELL GRADED CRUSHED STONE OR GRAVEL.
5. WHEN EXCAVATING WORK WILL BE WITHIN CSXT RIGHT-OF-WAY, SHORING PLANS AND OTHER REQUIRED MATERIAL MUST BE SUBMITTED TO CSXT DESIGNEE FOR APPROVAL PRIOR TO ANY CONSTRUCTION. ANY EXCAVATION/HOLE LESS THAN 15' FROM THE CENTERLINE OF NEAREST TRACK MUST BE FILLED OR PROPERLY SHORED PRIOR TO ANY TRAIN PASSING.
6. PIPELINE SHALL BE PROMINENTLY MARKED AT BOTH SIDES OF THE CSXT PROPERTY LINES BY DURABLE, WEATHERPROOF SIGNS LOCATED OVER THE CENTERLINE OF THE PIPE IN ACCORDANCE WITH CSXT SPECIFICATIONS.
7. ALL PRESSURE PIPELINES INSTALLED BY THE TRENCH METHOD, WITHOUT A CASING, SHALL HAVE A WARNING TAPE PLACED DIRECTLY ABOVE THE PIPELINE, 2 FEET BELOW THE GROUND SURFACE.
8. INSTALL HAND HOLES, SPLICE BOXES, AND MANHOLES PER THE REQUIREMENTS OF CSXT DESIGN & CONSTRUCTION SPECIFICATIONS. INSTALL THEM SO AS NOT TO CREATE A TRIPPING HAZARD OR TO INTERFERE WITH RAILROAD OPERATIONS.
9. NO CONSTRUCTION OR ENTRY UPON THE CSXT CORRIDOR IS PERMITTED UNTIL THE DOCUMENT TRANSACTION IS COMPLETED, YOU ARE IN RECEIPT OF A FULLY EXECUTED DOCUMENT, AND YOU HAVE OBTAINED AUTHORITY FROM THE LOCAL ROADMASTER.
10. IF REQUIRED, A DEWATERING PLAN IN ACCORDANCE WITH CSXT SPECIFICATIONS WILL BE SUBMITTED TO THE CSXT DESIGNEE FOR REVIEW AND APPROVAL PRIOR TO ANY DEWATERING OPERATIONS.
11. BLASTING IS NOT PERMITTED UNDER OR ON CSXT PROPERTY.
12. CSXT DOES NOT GRANT OR CONVEY AN EASEMENT FOR THIS INSTALLATION.
13. ALL PERSONNEL SHALL RECEIVE SAFETY BRIEFINGS BY A CSXT FLAGMAN OR DESIGNATED CSXT DESIGNEE EACH DAY BEFORE BEGINNING WORK ON THE RIGHT OF WAY. ADDITIONAL SAFETY BRIEFINGS MAY BE REQUIRED WHEN CONDITIONS AND/OR WORK SITES ARE CHANGED.
14. AGENCY OR ITS CONTRACTOR SHALL ARRANGE AND CONDUCT ITS WORK SO THAT THERE WILL BE NO INTERFERENCE WITH CSXT OPERATIONS, INCLUDING TRAIN, SIGNAL, TELEPHONE AND TELEGRAPHIC SERVICES, OR DAMAGES TO CSXT'S PROPERTY, OR TO POLES, WIRES, AND OTHER FACILITIES OF TENANTS OF CSXT'S PROPERTY OR RIGHT-OF-WAY.
15. CONTRACTOR ACCESS WILL BE LIMITED TO THE IMMEDIATE PROJECT AREA ONLY. THE CSXT RIGHT-OF-WAY OUTSIDE THE PROJECT AREA MAY NOT BE USED FOR CONTRACTOR ACCESS TO THE PROJECT SITE AND NO TEMPORARY AT-GRADE CROSSINGS WILL BE ALLOWED.
16. ALL MATERIAL AND EQUIPMENT WILL BE STAGED TO NOT BLOCK ANY CSXT ACCESS OR MAINTENANCE ROADS. NO HOISTING OR AUXILIARY EQUIPMENT NECESSARY FOR THE PROCEDURE SHALL BE PLACED ON CSXT TRACK STRUCTURE AND / OR BALLAST SECTION. CLEAR WORKING LOCATIONS FOR EQUIPMENT USED WILL BE LAID OUT AND APPROVED BY THE CSXT FLAGGER PRIOR TO EQUIPMENT SET-UP.
17. DURING CONSTRUCTION, THE CONTRACTOR SHALL PROTECT ALL ACTIVE RAILROAD FACILITIES, INCLUDING ELECTRICAL, WATER LINES, SEWER LINES, COMMUNICATION AND SIGNAL LINES AS WELL AS UNDERGROUND PIPING. THE CONTRACTOR SHALL BE REQUIRED TO KEEP ALL EQUIPMENT AND MATERIAL A MINIMUM OF SIX (6) FEET FROM AFOREMENTIONED ELEVATED COMMUNICATION AND SIGNAL FACILITIES.
18. CONTRACTOR MUST CONDUCT ALL OF ITS WORK IN A SAFE MANNER. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH RULES, REGULATIONS, PROCEDURES AND SAFE PRACTICES OF CSXT, OSHA, THE FRA AND ALL OTHER GOVERNMENT AGENCIES HAVING JURISDICTION OVER THE PROJECT.
19. OWNER SHALL REIMBURSE CSXT DIRECTLY FOR ALL COSTS OF FLAGGING AND INSPECTION SERVICE THAT ARE REQUIRED ON ACCOUNT OF CONSTRUCTION WITHIN CSXT PROPERTY SHOWN IN THE PLANS, OR COVERED BY AN APPROVED PLAN REVISION, SUPPLEMENTAL AGREEMENT OR CHANGE ORDER. INSPECTION SERVICE SHALL NOT RELIEVE CONTRACTOR FROM LIABILITY FOR ITS WORK.
20. OWNER OR CONTRACTOR SHALL GIVE A MINIMUM OF 30 DAYS' ADVANCE NOTICE TO CSXT DESIGNEE FOR ANTICIPATED NEED FOR FLAGGING AND INSPECTION SERVICE. NO WORK SHALL BE UNDERTAKEN UNTIL THE FLAG PERSON(S) AND INSPECTOR(S) IS/ARE AT THE JOB SITE. IF IT IS NECESSARY FOR CSXT TO ADVERTISE A FLAGGING JOB FOR BID, CSXT SHALL NOT BE LIABLE FOR THE COST OF DELAYS ATTRIBUTABLE TO OBTAINING SUCH SERVICE.
21. THE RIGHT OF WAY SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THE CONDITION PRIOR TO BEGINNING THE PROJECT BEFORE FINAL ACCEPTANCE WILL BE PROVIDED. PUNCH LISTS SHALL BE RESPONDED TO PRIOR TO ISSUANCE OF AN ACCEPTANCE MEMORANDUM SIGNED BY THE CSXT DESIGNEE.
22. IDENTIFY HAZARDS AND PUT CONTROLS IN PLACE PRIOR TO START OF EXCAVATION. STAKE OR MARK PIT AS NEEDED FOR DIGGING. ESTABLISH A LAYDOWN AREA ABOVE THE FLOOD ZONE TO PLACE MOTORIZED EQUIPMENT. PLACE SNOW FENCE AROUND PIT 20' BEYOND THE LEADING EDGE OF EXCAVATION. ALL EROSION CONTROL METHODS SHALL BE INSTALLED AND MAINTAINED USING BEST MANAGEMENT PRACTICES AS REQUIRED. APPLY LAYER OF WASHED STONE TO BASE OF EXCAVATION TO ESTABLISH PROPER LINE AND GRADE (6" MIN.).
23. BACKFILL, COVER OR FENCE ALL EXCAVATIONS WHEN UNATTENDED. THE CSXT DESIGNEE WILL APPROVE THE PROTECTION METHOD AND THE TYPE OF FENCING MATERIAL. SET FENCING BACK AT LEAST 3 FEET (91 CENTIMETERS) FROM THE EDGES OF THE EXCAVATION. SET FENCE POSTS SECURELY IN THE GROUND AND INSURE THE FENCING IS SECURELY TIED TO POSTS WITH ZIP TIES OR SOME OTHER TIE WRAP PRODUCT.
24. IF THE EXCAVATION IS 5 FEET OR GREATER IN DEPTH, THE WALLS MAY BE SLOPED AT 1.5 HORIZONTAL TO 1 VERTICAL TO REDUCE THE RISK OF CAVE-INS OR SLIDES. A SAFE MANNER IN WHICH TO ENTER AND EXIT THE EXCAVATION MUST BE ESTABLISHED. THE TOE OF SLOPES IN EXCAVATION SHALL IN NO CASE BE UNDERCUT BY POWER SHOVELS, BULLDOZERS, GRADERS, BLASTING, OR IN ANY MANNER. EXCAVATION SHALL NOT BE MADE IN EXCESS OF THE AUTHORIZED CROSS-SECTION.
25. AVOID THE NEED FOR WORKERS TO BE IN TRENCHES WHENEVER POSSIBLE. FOR EXAMPLE, WHEN TRENCHING IN A CONDUIT SYSTEM, THE PIPE TO BE PLACED SHOULD BE ASSEMBLED ABOVE THE TRENCH AND LOWERED DOWN INTO THE TRENCH. WHEN WORKERS ARE REQUIRED TO GO INTO AN EXCAVATION, SHORING AND CONFINED SPACE REQUIREMENTS WILL GOVERN.
26. PROJECTS THAT GENERATE SOILS FROM CSXT PROPERTY MUST ADHERE TO CSXT'S SOIL MANAGEMENT POLICIES. CSXT REQUIRES SOILS GENERATED FROM ITS PROPERTY TO EITHER BE REUSED ON CSXT PROPERTY OR PROPERLY DISPOSED IN A CSXT APPROVED DISPOSAL FACILITY. CSXT ENVIRONMENTAL DEPARTMENT WILL HANDLE WASTE CHARACTERIZATION AND PROFILING INTO AN APPROVED DISPOSAL FACILITY. CSXT PROHIBITS ANY ENVIRONMENTAL SAMPLING ON ITS PROPERTY UNLESS GRANTED THROUGH AN WRITTEN ENVIRONMENTAL RIGHT-OF-ENTRY OR APPROVED IN WRITING BY THE CSXT ENVIRONMENTAL DEPARTMENT. THE MANAGEMENT OF SOILS GENERATED FROM CSXT PROPERTY SHOULD BE PLANNED FOR AND PROPERLY PERMITTED (IF APPLICABLE) PRIOR TO INITIATING ANY WORK ON CSXT PROPERTY. A LIST OF CSXT APPROVED LABORATORIES AND/OR DISPOSAL FACILITIES MAY BE OBTAINED FROM THE CSXT MANAGER ENVIRONMENTAL PROGRAMS.
27. CONTRACTOR ALSO HAS THE SOLE RESPONSIBILITY OF ASCERTAINING THAT ALL OTHER UTILITIES HAVE BEEN PROPERLY LOCATED BY COMPLYING WITH THE LOCAL "CALL BEFORE YOU DIG" REGULATION(S). CONTRACTOR SHALL SOLELY BE RESPONSIBLE FOR NOTIFYING OWNERS OF ADJACENT PROPERTIES AND OF UNDERGROUND FACILITIES AND UTILITY OWNERS WHEN PROSECUTION OF THE WORK MAY AFFECT THEM, AND SHALL COOPERATE WITH THEM IN THE PROTECTION, REMOVAL, RELOCATION AND REPLACEMENT OF THEIR PROPERTY.
28. CONTRACTOR SHALL CONDUCT "PRE-DIG" MEETING PRIOR TO CONSTRUCTION WORK, WITH ALL SUBCONTRACTORS AND WORKERS TO REVIEW THE LOCATION OF ALL UTILITIES AS MARKED OUT, EXCAVATION PROCEDURES, AND TO CONFIRM THE "ONE CALL" REQUEST. THIS PERMIT IS SUBJECT TO ANY EXISTING UTILITIES THAT MAY BE IN CONFLICT WITH THE DESIGN AND REQUIRES POTHOLES. ALL EXISTING UTILITIES ARE REQUIRED TO BE POTHOLED PRIOR TO COMMENCEMENT OF CONSTRUCTION AND SHALL BE PERFORMED IN ACCORDANCE WITH CSXT SPECIFICATIONS. HAND EXPOSE LINES TO A POINT OF NO CONFLICT (24 INCHES ON EITHER SIDE OF THE UNDERGROUND INSTALLATION). IF MARKED UTILITY CANNOT BE LOCATED, EXCAVATION MUST NOT PROCEED AND YOU MUST NOTIFY THE ONE CALL NUMBER OR UTILITY COMPANY TO PROVIDE ADDITIONAL INFORMATION TO DETERMINE THE EXACT LOCATION.
29. BEFORE EXCAVATING, ALL SIGNAL CABLES AND OTHER UTILITIES MUST BE LOCATED AND MARKED/FLAGGED. CONTRACTOR SHALL BE HELD LIABLE FOR ANY DAMAGES TO CSXT COMMUNICATION & SIGNAL FACILITIES.

CSXT ADDITIONAL NOTES (EXCEPTIONS):

1. CONTRACTOR SHALL BE GOVERNED BY CSXT SR 1300-01 EXCAVATION AND TRENCHING GUIDELINES, DATED 2/01/2017.
2. PRESSURE PIPELINE INSTALLED BY THE TRENCH METHOD, WITHOUT A CASING, SHALL HAVE A WARNING TAPE PLACED DIRECTLY ABOVE THE PIPELINE, 2 FEET BELOW THE GROUND SURFACE.
3. ACCESSIBLE EMERGENCY SHUT-OFF VALVES SHALL BE INSTALLED WITHIN 2,000 FEET ALONG THE PIPELINE OCCUPANCY.



LEGEND	
LETTER	DESCRIPTION
(A)	DISTANCE FROM PROPOSED FORCE MAIN TO NEAREST ACTUAL RAILROAD CSX CROSSING
(B)	WIDTH OF CSX RW
(C)	DISTANCE FROM CENTERLINE OF TRACK TO RW
(D)	TOTAL LENGTH OF PIPE ON CSX RW
SEE NOTE 1	DISTANCE FROM CENTERLINE OF NEAREST TRACK TO FACE OF PITS OR POLES AT A 90 DEGREE ANGLE TO THE TRACK(S)
SEE NOTE 1	ANGLE OF CROSSING
SEE NOTE 1	IF CONTENTS UNDER PRESSURE, DISTANCE OF SHUT-OFF VALVES FROM CENTERLINE OF NEAREST TRACK
SEE NOTE 1	WIDTH OF LAUNCHING/RECEIVING PIT
SEE NOTE 1	LENGTH OF LAUNCHING/RECEIVING PIT

PIPELINE PLAN VIEW

SCALE: 1"=150'

RAILROAD LONGITUDINAL OCCUPANCY - PLAN VIEW

DRAWN BY:
LEB

CHECKED BY:
MBB

HWY 14 FORCE MAIN REPLACEMENT PROJECT
AUBURN ALABAMA

SKETCH NO.:

1



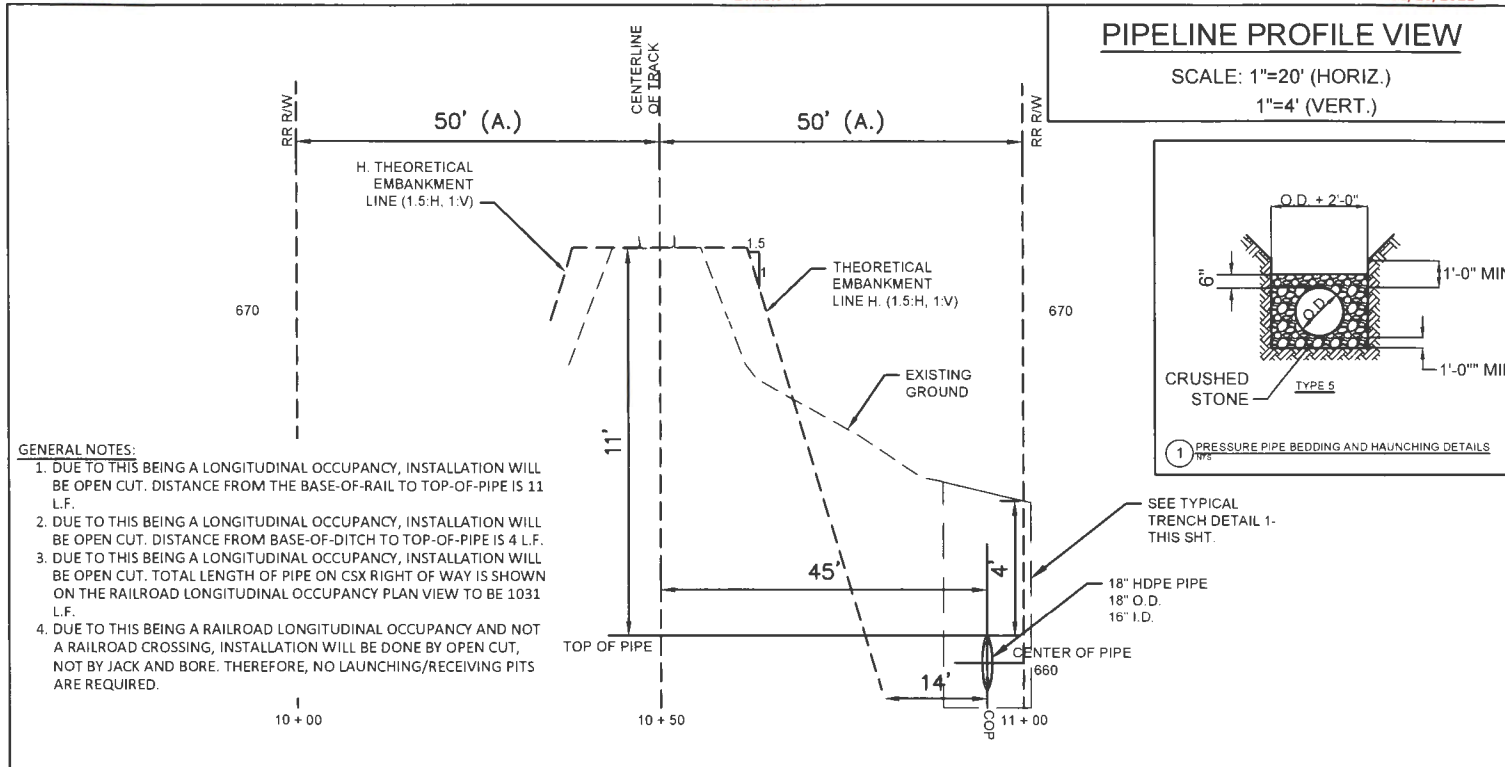
1201 First Avenue • Suite F • Columbus, GA 31901
PHONE: 706.321.4329

NOTES:


1. DUE TO THIS BEING A RAILROAD LONGITUDINAL OCCUPANCY AND NOT A RAILROAD CROSSING, INSTALLATION WILL BE DONE BY OPEN CUT, NOT BY JACK AND BORE. THEREFORE, NO LAUNCHING/RECEIVING PITS, CASING, OR CARRIER PIPE ARE REQUIRED.

LOCATION: HWY 14 (MARTIN LUTHER KING DR) AUBURN, AL
 LATITUDE: N 32.60065
 LONGITUDE: W 85.54134
 DRAWING NO: 3316215 SHEET 1 OF 2
 DRAWING DATE: 12/15/20 LAST REVISED: 01/15/21
 DRAWING SCALE: 1 INCHES = 150 FEET

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- GENERAL NOTES:**
1. DUE TO THIS BEING A LONGITUDINAL OCCUPANCY, INSTALLATION WILL BE OPEN CUT. DISTANCE FROM THE BASE-OF-RAIL TO TOP-OF-PIPE IS 11 L.F.
 2. DUE TO THIS BEING A LONGITUDINAL OCCUPANCY, INSTALLATION WILL BE OPEN CUT. DISTANCE FROM BASE-OF-DITCH TO TOP-OF-PIPE IS 4 L.F.
 3. DUE TO THIS BEING A LONGITUDINAL OCCUPANCY, INSTALLATION WILL BE OPEN CUT. TOTAL LENGTH OF PIPE ON CSX RIGHT OF WAY IS SHOWN ON THE RAILROAD LONGITUDINAL OCCUPANCY PLAN VIEW TO BE 1031 L.F.
 4. DUE TO THIS BEING A RAILROAD LONGITUDINAL OCCUPANCY AND NOT A RAILROAD CROSSING, INSTALLATION WILL BE DONE BY OPEN CUT, NOT BY JACK AND BORE. THEREFORE, NO LAUNCHING/RECEIVING PITS ARE REQUIRED.

LETTER	DESCRIPTION	RAILROAD LONGITUDINAL OCCUPANCY - PROFILE VIEW	DESIGN BY LEB	CHECKED BY MBB	 <p>1201 Front Avenue / Suite # 11 Columbus, GA 31901 PHONE: 706.321.4390</p>
(A)	DISTANCE FROM CENTERLINE OF TRACK TO CSX RAW	HWY 14 FORCE MAIN REPLACEMENT PROJECT AUBURN ALABAMA	SKETCH NO.: 2		
SEE NOTE 1	DISTANCE FROM BASE-OF-RAIL TO TOP-OF-CASING	PIPELINE CONTENT DETAILS			
SEE NOTE 2	DISTANCE FROM BASE-OF-DITCH TO TOP-OF-CASING	COMMODITY DESCRIPTION	SEWER FORCE MAIN		
SEE NOTE 3	DISTANCE FROM BASE-OF-RAIL TO TOP-OF-CASING	MAXIMUM OPERATING PRESSURE:	100 PSI		
SEE NOTE 4	DISTANCE FROM CENTERLINE OF NEAREST TRACK TO FACE OF PITS AT A 90 DEGREE ANGLE TO THE TRACK(S)	IS COMMODITY FLAMMABLE	NO		
SEE NOTE 4	DISTANCE FROM TOP-OF-VENT PIPE TO GROUND SURFACE (4' MINIMUM REQUIRED)	CARRIER/CASING PIPE DETAILS			
SEE NOTE 4	DISTANCE FROM CENTERLINE OF TRACK TO VENT PIPE AT A 90 DEGREE ANGLE TO THE TRACK(S)	PIPE MATERIAL	CARRIER PIPE	CASING PIPE	
(H)	THEORETICAL EMBANKMENT LINE - STARTS 12' FROM CENTERLINE OF TRACK AND EXTENDS AWAY FROM TRACK AT A SLOPE OF 1.5' OVER AND 1' DOWN	MATERIAL SPECIFICATIONS & GRADE	DR 11, ASTM D3350, 445574C	N/A	
SEE NOTE 4	CARRIER PIPE DIAMETER	SPECIFIED MINIMUM YIELD STRENGTH	3600 PSI	N/A	
SEE NOTE 4	CASING PIPE DIAMETER	NOMINAL SIZE OUTSIDE DIAMETER (INCHES)	18"	N/A	
SEE NOTE 4	DEPTH OF LAUNCHING/RECEIVING PIT	WALL THICKNESS (INCHES)	1.773"	N/A	
		TYPE OF SEAM	BUTT HEAT FUSION JOINT	N/A	
		TYPE OF JOINTS	FUSED	N/A	
		TUNNEL LINEAR PLATES REQUIRED	NO	N/A	
		CATHODIC PROTECTION	NO	N/A	
		PROTECTIVE COATING	NO	N/A	
		TEMP TRACK SUPPORT OR RIP-RAP REQ	NO	N/A	



Invoice

Page	1 of 1
Account/Contract No.	CSX926043
Tracking No.	1042439
Customer Reference No.	3316215
Date	01/26/2021

Customer

CITY OF AUBURN
1501 West Samford Avenue
AUBURN, AL 36832

Please submit a copy of this statement with payment submission to the "Remit To" address shown below.

Fees-At-A-Glance

Amount Due in U.S. dollars 57681.0

Fees Summary

Review Fee	\$2,500.00
Railroad Protective Liability (Only if RPL is not provided)	\$2,600.00
Expedited Review Fee	
License Fee	\$52,581.00
Sales Tax*	
Money on File	

*Florida Sales tax applies to the license fee

Total Current Fees in U.S. dollars 57681.0

CSX Federal ID No.
CSX Canadian ID No.
CSX Quebec ID No.

54-6000720
105203095 RC 0001
1022434469 IC 0001

Please remit payment to:

Legal Address:

500 Water Street, J180
Jacksonville, FL 32202
Questions? Contact:

CSX Transportation, Inc.

Mailing Address:

500 Water Street, J180
Jacksonville, FL 32202
Eric_Horton@csx.com
904.279.3806

Agenda Item Summary

Item No. 8d(9)

Council Meeting Date	July 06, 2021
Department	Development Services
Submitted By	Scott Cummings
Agenda Section	Consent Agenda

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

Edgar Hughston Builder, Inc
8219 N Crossing Ct
Fortson, GA 31808

Description of item under consideration

This Development Agreement for a mixed-use development known as Plainsman Lake submitted for Council's consideration, is an end product of a development review process authorized by the City Council in April 2005. The Development Committee, comprised of various City Department Heads and chaired by the Development Services Executive Director, is tasked with evaluating infrastructure requirements and expenses associated with certain developments, and formulating an agreement that articulates what those various infrastructure requirements and expenses are, and how they will be addressed for purposes of ensuring that the infrastructure needs associated with the project, and surrounding area, if appropriate, are secured.

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 Plainsman Lake.

Are there deadlines involved with this item?

No

Is this a budgeted item?

N/A



City of Auburn
Home of Auburn University

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

FROM: B. Scott Cummings, Executive Director of Development Services

DATE: June 22, 2021

Subject: Plainsman Lake Development Agreement

This Development Agreement for Plainsman Lake (Development) represents the collaborative efforts of the City of Auburn (City) and Edgar Hughston Builder, Inc. (Developer) which began in early 2020 for a new mixed-use residential development. The proposed Development includes a collector street on the City's major street master plan which could allow the City to leverage work being proposed by the Developer to offset some of the costs of the Richland Connector. The Richland Connector is proposed to provide an alternate route for residents to access homes, public schools, and parks facilities along Richland Road. The Richland Connector is proposed to connect to Richland Road near the west-most entrance/exit for Creekside Elementary School then meander south to Martin Luther King Drive (near Webster Road).

The Developer has agreed to make significant investments in this new infrastructure that will provide more resilient service for residents in and around this area of Auburn. As part of its agreement with the City, the Developer proposes to dedicate right-of-way for the Richland Connector. Additionally, the Developer proposes to pay the City \$315,000 for a portion of the road costs and \$195,000 for additional turn lanes that will serve a portion of the development. The Developer also agrees to contribute \$243,952 for a share in a cost of a new water main that the Water Works Board of the City of Auburn proposes to upgrade to provide further resiliency in the water distribution system.

In addition to the connection to the proposed Richland Connector, the Development proposes connections to existing public streets in the Solamere development at Solamere Court, Denali Lane, and Kenai Pass. Earlier this year, the City petitioned the Alabama Department of Transportation (ALDOT) for approval for the City to construct and maintain new turn lanes and signals on Martin Luther King Drive at Solamere Lane. Following an extensive review of the application, ALDOT denied the City's request at this time determining that the current conditions did not warrant the proposed improvements. As part of this Development Agreement, the Developer will complete the design for proposed turn lanes and signals for the Solamere Lane and Martin Luther King Drive intersection for future consideration. If conditions warrant ALDOT's approval for these improvements, the City will then utilize this design to plan a future capital investment to proceed with these improvements.

RESOLUTION NO. _____

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

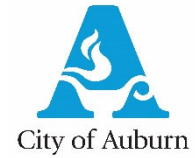
ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 6th day of July, 2021.

Mayor

ATTEST:

City Manager

State of Alabama)
Lee County)



DEVELOPMENT AGREEMENT

This Agreement made and entered into on this the ____ day of _____, 2021, by and between The City of Auburn, Alabama, a municipal corporation (hereinafter referred to as the "City") and Edgar Hughston Builder, 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:

Commencing at the locally accepted Northwest corner of Section 26, Township 19 North, Range 25 East, Auburn, Lee County, Alabama thence South 00°06'52" East, a distance of 700.98 feet to a found $\frac{3}{4}$ " open top iron pin at the Northwest corner of this parcel and the Point of Beginning of the parcel described herein: from this POINT OF BEGINNING, thence North 89°16'48" East, a distance of 2192.97 feet to the Northwest corner of Solamere Phase 3; thence along Solamere Phase 3 South 00°09'47" East, a distance of 1057.68 feet to a found $\frac{3}{4}$ " open top iron pipe; thence North 89°58'49" East, a distance of 134.80 feet to a found $\frac{1}{2}$ " rebar by Maxwell Engineering; thence South 00°08'59" West, a distance of 965.86 feet to a found $\frac{5}{8}$ " rebar at the Northwest corner of Lot 91, Solamere Subdivision, Phase 2; thence South 00°09'01" West, a distance of 113.52 feet to a point at the Southwest corner of Lot 91; thence North 89°58'40" West, a distance of 79.58 feet to the Northwest corner of Lot 96A, Solamere Subdivision, Phase 2; thence South 00°37'38" East, a distance of 77.30 feet to a found $\frac{2}{8}$ " rebar by Maxwell at the Southwest corner of Lot 96A; thence South 00°10'30" East, a distance of 422.22 feet to a found $\frac{3}{4}$ " open top iron pin at the Southwest corner of lot 98, Solamere Subdivision, Phase 2 and the North right of way for Alabama Highway 14; thence along said right of way South 69°02'46" West, 1056.61 feet to a point; thence along said right of way along a curve to the right westerly an arc distance of 225.63 feet along the curve concave to the north, having a radius of 1870.00 feet and a chord of South 72°30'10" West, 225.50 feet to a point; thence leaving said right of way North 15°28'29" West, a distance of 36.71 feet to the beginning of a curve tangent to said line; thence northerly an arc distance of 263.62 feet along the curve concave to the southwest, having a radius of 400.00 feet and a chord of North 34°21'18" West, 258.87 feet; thence North 53°14'08" West tangent to said curve, a distance of

148.88 feet to the beginning of a curve tangent to said line; thence northwesterly an arc distance of 467.41 feet along the curve concave to the northeast, having a radius of 510.00 feet and a chord of North 26°58'48" West, 451.22 feet; thence South 89°16'32" West, a distance of 5.00 feet to a point in the East line of the P F Properties lot; thence along the P F Properties Lot and the East line of the Dean Rachel Jeannine Webster lot North 00°43'28" West, a distance of 382.67 feet; thence along the North line of the Dean Rachel Jeannine Webster property South 89°21'43" West, a distance of 209.68 feet; thence North 87°58'56" West, a distance of 337.10 feet; thence North 00°21'58" West, a distance of 1922.22 feet to the Point of Beginning.

Containing 134.71 ACRES, more or less.

AND

Commencing at the locally accepted Northwest corner of Section 26, Township 19 North, Range 25 East, Auburn, Lee County, Alabama thence South 00°06'52" East, a distance of 700.98 feet to a found $\frac{3}{4}$ " open top iron pin at the Northwest corner of Plainsman Lake Property, thence South 00°21'58" East, a distance of 1922.22 feet; thence South 87°58'56" East, a distance of 337.10 feet; thence North 89°21'43" East, a distance of 209.68 feet; thence South 00°43'28" East, a distance of 382.67 feet to the Northwest corner of this parcel and the Point of Beginning of the parcel described herein: from this POINT OF BEGINNING, thence North 89°16'32" East, a distance of 5.00 feet; thence along a curve to the left of a curve concave to the northeast having a radius of 510.00 feet and a chord of South 26°58'48" East 451.22 feet and an arc distance of 467.41 feet; thence South 53°14'08" East tangent to said curve, a distance of 148.88 feet to the beginning of a curve tangent to said line; thence along said curve an arc distance of 263.62 feet along the curve concave to the southwest, having a radius of 400.00 feet and a chord of South 34°21'18" East, 258.87 feet; thence South 15°28'29" East tangent to said curve, a distance of 36.71 feet to a point in the North right of way of Alabama Highway 14; thence along said right of way South 76°23'30" West, 28.21 feet; thence continue along said right of way on a curve to the left with a radius of 4687.61 feet, an arc distance of 401.24 feet and a chord of South 78°50'38" West, 401.12 feet; thence continue along said right of way South 81°31'04" West for a distance of 53.97 feet; thence leaving said right of way and following the Dean Webster Property North 00°43'28" West, a distance of 832.52 feet to the Point of Beginning.

said parcel contains 4.09 acres, more or less.

2. The real property described by the above legal description is being developed into a mixed-use subdivision known as "Plainsman Lake" (the "Development") as shown in Exhibit A.

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

4. The parties hereto desire to reduce to writing the responsibilities and 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 public safety and City of Auburn inspection personnel.

B. "Plainsman Lake" shall be developed in accordance with all requirements and standards set by the City in addition to any requirements agreed to by the City and Developer as set forth herein.

C. To the extent possible, the developer shall minimize construction traffic related to the Development within Solamere Subdivision. Construction phase logistics will be coordinated by the Developer with the City Engineer. Section A, of the Development, shall take construction access from Martin Luther King Drive (AL Highway 14) if permitted by ALDOT.

D. 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 performed a traffic study as part of the DRT submittal process and improvements to public transportation infrastructure identified therein have been documented in this Development Agreement or on the approved DRT plans.

B. The Developer has cooperated with the City to assess transportation infrastructure needs within the development, the proposed Richland Connector Road, and other connections to existing public rights-of-way.

C. The Developer shall participate with the City by performing or contributing to the following items associated with a proposed Richland Connector Road as shown in Exhibit A. The Richland Connector, a collector street documented in the City's major street plan, shall be constructed by the City through the Development and will provide a connection from Martin Luther King Drive (AL Highway 14) to Richland Road in addition to serving the residents of the Development. Following are items the Developer shall perform or contribute concerning the proposed Richland Connector:

- i. Developer shall dedicate to the City and plat up to 100 feet wide public right-of-way generally along the west side of the for the proposed Richland Connector which is shown in the development master plan provided in Exhibit A. The ROW width for the Richland Connector will be finalized by the City Engineer and communicated to the Developer to include in the final plat submittal.
- ii. Developer shall make a financial contribution of \$315,000 towards the construction of the Richland Connector. The City will construct a new arterial street for regional service between Martin Luther King Drive and Richland Road.
- iii. The proposed Richland Connector will be constructed by the City and will include center turn lane(s) and right turn lane(s) for up to six (6) intersecting roads at locations as identified by the Developer prior to the City bidding the work for the construction of the Richland Connector. The Developer shall make a financial contribution of \$195,000 toward the construction of said six (6) right and center turn lanes.

D. The City shall perform the following with respect to the Richland Connector:

- i. The City shall design, bid and construct the new Richland Connector along the route shown Exhibit A with the Developer's participation described in Section II, B. above. The Richland Connector is estimated to cost over \$8 million for its entire length from Martin Luther King Drive to Richland Road.
- ii. The City shall include as part of the design and construction of the new Richland Connector six (6) center and right turn deceleration lanes as described in Section II, C, iii. above.
- iii. The City shall perform all work necessary for permitting with the Alabama Department of Transportation for the connection to

Martin Luther King Drive.

- iv. The City shall construct in cooperation with the Auburn Water Works Board a new 12-inch water transmission main (see note in Section III, A below).

E. If the City has not initiated a bid solicitation or executed a construction contract, the Developer may formally request permission to construct the Richland Connector. Upon approval by the City Engineer, the Developer may construct the Richland Connector as part of its Development. In such an event, the Developer shall dedicate the proposed ROW described in Section II, C, i. above; however, the Developer would not be obligated for the financial contribution for the Richland Connector as described in Section II, C, ii and iii, above. The Developer would then construct the portion of the Richland Connector to serve the Development.

F. The Developer shall design intersection improvements at Solamere Lane and Martin Luther King Drive that includes turn lanes and a traffic signal for the intersection. These intersection improvements are for general public benefit of travelers using Martin Luther King Drive and residents and visitors of Solamere Subdivision in addition to residents of the proposed Development. Construction plans shall be provided to the City to request permits from CSX Railroad and ALDOT for these intersection improvements which would be constructed by the City if approved by ALDOT and CSX Railroad. The City shall be responsible to request permitting from ALDOT and CSX Railroad for these improvements based on the plans provided by the Developer and approved by the City.

G. Access to proposed commercial lots located at the intersection of Martin Luther King Drive and the proposed Richland Connector shall be provided to the Richland Connector in the course of its construction of the Richland Connector.

H. The traffic impact study performed for this development considered an analysis of the proposed residential products and not the commercial products since there is no planned use thereof at this time. As commercial uses are defined, the traffic impact study shall be updated by the Developer or future owner of the commercial property at that time in order to assess additional impact warrants to traffic and transportation infrastructure needed. Any additional items, if identified, will be addressed at that time with the developer or owner of the commercial use in a separate agreement if warranted.

I. Should the Developer elect to proceed with development of the west side of the Development prior to the City initiating construction on the Richland Connector, it may construct a portion of the proposed Richland Connector in order to expedite development on the west side of the property, the Developer may construct a two-lane segment of public street designed and constructed to City of Auburn standards. The two-lane segment shall be composed of 9" of crushed aggregate base and 3-inches of asphalt

binder. The street segment shall be aligned in accordance with the planned Richland Connector and constructed so that the new Richland Connector may be constructed without adversely affecting public traffic. The City will reimburse the Developer based on the length of temporary street constructed as defined in Section V, G.

SECTION III
WATER INFRASTRUCTURE

The Developer agrees to contribute to the cost of a new water transmission main to be constructed along the proposed new Richland Connector by contributing the cost for design and construction of a new 8-inch ductile iron pipe in the right-of-way. The City plans to construct a new 12-inch water main and will pay the difference above the Developer's contribution to the cost of the new main. The Developer agrees to contribute financially for the construction of this new water main as set forth in Section V, B, below. The proposed 12-inch water main is required to eventually connect water mains along Martin Luther King Drive and Richland Road in order to provide redundancy and more sustainable water supply to customers in this area.

SECTION IV
SANITARY SEWER INFRASTRUCTURE

Developer shall connect all sanitary sewer into existing public sanitary sewer which traverses property that contains the Development.

SECTION V
PAYMENT

A. Unless released pursuant to Section II, E above, Developer shall make a financial contribution of \$315,000 (see Section II, B, iv.) towards the construction of the Richland Connector.

B. The Developer agrees to pay the City of Auburn \$243,952 for design and construction of this proposed water main (Section III, A). This sum was derived from a preliminary opinion of probable construction cost estimate for a new 8-inch water main that would have been required to serve the Development.

C. Unless released pursuant to Section II, E above, The Developer agrees to pay the City of Auburn \$195,000 for six (6) turn lane(s) (Section II, C, ii) which will be incorporated into the construction of the Richland Connector to be constructed by the City.

D. The Developer may pay the full amount or balance of the payments

described in Section V, Paragraph A, B, and C above at any time on or before 36 months from the date the Agreement is executed by the City.

E. Should the Developer elect to construct a portion of the Richland Connector pursuant to Section II, I above, the City will reimburse the Developer based on the length of temporary street constructed according to one of the following options:

- a. If a temporary street is constructed to Phase C1 by the Developer, the City will reimburse a sum of \$77,349 to the Developer; or
- b. If a temporary street is constructed to Phase C2 by the Developer, the City will reimburse a sum of \$85,637 to the Developer

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) fifteen (15) 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 intentionally left blank.]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto in duplicate, each of which shall constitute an original on this the ____ day of _____, 2021.

CITY OF AUBURN, A MUNICIPAL CORPORATION,

BY: _____
Megan McGowen Crouch
Its: City Manager

SEAL AND ATTEST:

By: _____
LINDSAY MANLEY
Its: Assistant City Clerk

Edgar Hughston Builder, Inc.

By: _____
Name: Jack Hughston
Its: CEO

SEAL AND ATTEST:

By: _____
Its: tyl Findly
Card Acquirer Manager

Exhibit A

Conceptual Master Lot Layout Plan

Agenda Item Summary

Item No. 8e

Council Meeting Date	July 06, 2021
Department	Office of the City Manager
Submitted By	Megan McGowen Crouch
Agenda Section	Consent Agenda

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

City of Auburn

Citizens of Auburn

Description of item under consideration

Resolution appointing three (3) individuals to the Auburn Downtown Redevelopment Authority for a term of office beginning July 19, 2021 and ending July 18, 2027.

Why is Council action needed?

Members of the Auburn Downtown Redevelopment Authority are appointed by the City Council per Title 11-54A-7 of the Code of Alabama.

Are there deadlines involved with this item?

Yes

Please explain

The current positions end July 18, 2021.

Is this a budgeted item?

N/A

RESOLUTION NO. _____

BE IT RESOLVED by the City Council of the City of Auburn, Alabama, in accordance with the provisions of Section 11-54A-7, Code of Alabama, 1975, that _____, _____ and _____ are hereby appointed members of the **Auburn Downtown Redevelopment Authority** for terms of office beginning July 19, 2021 and ending July 18, 2027.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this 6th day of July 2021.

Mayor

ATTEST:

City Manager

Agenda Item Summary

Item No. 9a

Council Meeting Date July 06, 2021

Department Planning

Submitted By Katie Robison

Public Hearing Required

Agenda Section Ordinances

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

City of Auburn
Planning Department
171 North Ross Street, Suite 100
Auburn, AL 36830

Description of item under consideration

This request is for approval of amendments to Article II, Definitions (Section 203 - Definitions) and Article V, Detailed Use Regulations, (Section 511.04 - Detailed Use Regulations: Home Occupations) (Case PL-2021-00238). The purpose of the amendments is to supplement the regulations governing short-term rentals. The Planning Commission unanimously recommended approval of these amendments at its May 13, 2021 regular meeting. The recommended approval is provided on the attached Planning Commission resolution, and the recommended amendments are reflected in the enclosed staff report and proposed ordinance.

This item first appeared on the 6/15/2021 City Council agenda, at which time unanimous consent was denied. This is the second reading of this ordinance. A public hearing is required.

Why is Council action needed?

City Council action is necessary for all amendments to the City of Auburn Zoning Ordinance.

Are there deadlines involved with this item?

No

Is this a budgeted item?

N/A

City of Auburn Planning Commission
PL-2021-00238 'ZO Text Amendment – Short-Term Rental Clean-up'

Review Date: May 6, 2021

Applicant: City of Auburn
Planning Department
171 North Ross Street, Suite 100
Auburn, AL 36830

Case Staff: Katie Robison, AICP, Acting Planning Director

Request: Recommendation to City Council for approval of amendments to Article II, Definitions (Section 203 - Definitions) and Article V, Detailed Use Regulations, (Section 511.04 - Detailed Use Regulations: Home Occupations) of the *City of Auburn Zoning Ordinance*

Purpose: The purpose of this text amendment is to supplement the recently adopted regulations governing short-term rental activities.

Recommendation: Approval

Staff Analysis:

This amendment adds two definitions that pertain to short-term rentals as well as two small revisions to Section 511.04(B), Home Occupations, General Regulations.

As you may recall, several versions of the short-term rental regulations were drafted over the course of three years, culminating in the final draft that was presented to the Commission in January of this year. Staff recommended minor adjustments to the draft, one being the exclusion of the definition of “transient occupancy”, that appeared, at that time, to have no relevance to short-term rentals. Planning Commission recommended the proposed regulations, as amended, to the City Council for their consideration.

Prior to the second reading of the proposed amendments at the March 16, 2021 City Council meeting, staff became aware of text that was inadvertently omitted from the draft ordinance presented to the Commission in January. These changes had been included in previous versions of the proposed regulations, dating back to 2019. The omitted text is in reference to Section 511.04.B.1, which would exempt homestays from having to comply with the maximum floor area of a dwelling unit allowance in which a home occupation may operate. In addition, Section 511.04.B.10 also proposed to clarify homestay parking requirements and encouraged on-site parking for homestays.

The Council did not include these amendments in the March 16, 2021 ordinance, which necessitated the clean-up.

After the short-term rental regulations were approved, another omission was discovered. This oversight, however, was text that had not been previously presented to the Commission. Much of our

homestay regulations were modeled after Charlottesville, Virginia. In fact, the “transient occupancy” definition that was stricken from the ordinance, is word-for-word the same. This amendment proposes to add the definition of “transient occupancy” as well as the definition of “lodging”, now making this term relevant.

ZONING ORDINANCE TEXT AMENDMENTS:

Below are the text amendments to each section. New text to be included in the Zoning Ordinance is shown as underlined and text to be removed is shown with strike-outs.

Article II. DEFINITIONS.

Section 203. Definitions.

Lodging: A building, or portion of a building (including, without limitation, any guest room) that is used or advertised for transient occupancy

Occupancy, Transient: The use of any building or structure, or portion thereof, as overnight accommodations for any individual(s) for any period(s) of thirty (30) or fewer consecutive days, in return for a fee or charge. No transient occupancy shall be deemed or construed as being a residential use of any dwelling, or portion thereof.

Article V, DETAILED USE REGULATIONS.

Section 511.04(B). Detailed Use Regulations: Home Occupations. General Regulations. *All other text in this Section shall remain as is*

1. The home occupation must be clearly secondary and incidental to the use of the dwelling unit as a residence. With the exception of homestays, ~~No~~ more than 25 percent of the total floor area of the dwelling shall be used for the home occupation, to a maximum of 500 square feet. For the purposes of this Section, “total floor area” shall include all heated and ventilated areas within the dwelling. Garages, carports, outside storage rooms, and porches shall be excluded.

At the Planning Director’s option, a floor plan of the residence may be required, indicating the specific location(s) and extent of the business activity.

10. With the exception of homestays, ~~Off-street~~ parking shall be provided on the premises, as required by Section 513. Parking in connection with homestays may use available on-street parking areas, only when off-street parking cannot be accommodated.

**RESOLUTION
OF THE
AUBURN PLANNING COMMISSION**

Case: Zoning Ordinance Text Amendment – Short-Term Rental Clean-up (PL-2021-00238)

Subject: Recommendation to City Council for approval of amendments to Article II, Definitions (Section 203 - Definitions) and Article V, Detailed Use Regulations, (Section 511.04 - Detailed Use Regulations: Home Occupations) of the *City of Auburn Zoning Ordinance* for purposes of supplementing the regulations governing short-term rental activities

Commission Action

BE IT RESOLVED by the Planning Commission of the City of Auburn that the request for a recommendation to City Council for approval of amendments to Article II, Definitions (Section 203 - Definitions) and Article V, Detailed Use Regulations, (Section 511.04 - Detailed Use Regulations: Home Occupations) of the *City of Auburn Zoning Ordinance* for purposes of supplementing the regulations governing short-term rental activities, Auburn Planning Commission Case PL-2021-00238, is hereby **APPROVED**.

STATE OF ALABAMA
LEE COUNTY

I, Katie Robison, Acting Director of Planning for the Auburn Planning Commission, do hereby certify that the above is a true and correct copy of a Resolution duly adopted by the Auburn Planning Commission at its meeting held May 13, 2021 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 21st day of May, 2021.



Katie Robison, AICP, Acting Director of Planning

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND ORDINANCE NUMBER 1883 OF THE CITY OF AUBURN, DATED DECEMBER 21, 1999, THE OFFICIAL ZONING ORDINANCE, AS AMENDED BY SUBSEQUENT AMENDMENTS, BY INCORPORATING THE FOLLOWING CHANGES:

Section 1. That Ordinance No. 1883 of the City of Auburn, Alabama dated December 21, 1999, as amended by subsequent amendments is further amended to read as follows:

Article II, DEFINITIONS.

Section 203. Definitions. *All other text in this Section shall remain as is.*

Lodging: A building, or portion of a building (including, without limitation, any guest room) that is used or advertised for transient occupancy.

Occupancy, Transient: The use of any building or structure, or portion thereof, as overnight accommodations for any individual(s) for any period(s) of thirty (30) or fewer consecutive days, in return for a fee or charge. No transient occupancy shall be deemed or construed as being a residential use of any dwelling, or portion thereof.

Article V, DETAILED USE REGULATIONS.

Section 511.04(B). Detailed Use Regulations: Home Occupations. General Regulations. *All other text in this Section shall remain as is.*

1. The home occupation must be clearly secondary and incidental to the use of the dwelling unit as a residence. With the exception of homestays, no more than 25 percent of the total floor area of the dwelling shall be used for the home occupation, to a maximum of 500 square feet. For the purposes of this Section, "total floor area" shall include all heated and ventilated areas within the dwelling. Garages, carports, outside storage rooms, and porches shall be excluded.

At the Planning Director's option, a floor plan of the residence may be required, indicating the specific location(s) and extent of the business activity.

10. With the exception of homestays, off-street parking shall be provided on the premises, as required by Section 513. Parking in connection with homestays may use available on-street parking areas, only when off-street parking cannot be accommodated.

Section 2. If any section or provision of this ordinance be declared invalid or unconstitutional by judgment or decree of a court of competent jurisdiction, such judgment or decree shall not affect any other section or provision of this ordinance.

Section 3. This ordinance shall take effect upon its approval by the City Council or upon its otherwise becoming law, but shall be published as required by law and codified as part of the Code of Auburn, Alabama.

ADOPTED and approved by the City Council of the City of Auburn, Alabama, this the 6th day of July, 2021.

Mayor

ATTEST:

City Manager

Agenda Item Summary

Item No. 9b

Council Meeting Date	July 06, 2021
Department	Office of the City Manager
Submitted By	Megan McGowen Crouch
Agenda Section	Ordinances

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

Citizens of Auburn

Description of item under consideration

Ordinance amending Chapter 22, Article II, Division 2 (Parking Meters) of the Code of the City of Auburn pertaining to the operation of parking meters in the parking meter zone, setting terms for parking operations within the Wright Street Deck and repealing defunct provisions of the parking ordinance (valet parking, downtown employee parking lot).

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.

Are there deadlines involved with this item?

Yes

Please explain

Passage of this ordinance will enable operations to begin in the Wright Street parking deck.

Is this a budgeted item?

N/A



City of Auburn
Home of Auburn University

MEMORANDUM

TO: Mayor and Council

FROM: Megan McGowen Crouch, City Manager *MMC*

DATE: July 2, 2021

Subject: Parking Ordinance update – Wright Street Parking Deck

The attached ordinance updates Chapter 22 of the Code of the City of Auburn to set rates of pay and times to begin operation of the Wright Street Deck. More downtown parking has long been a priority of Auburn residents as identified in the citizen survey and citizen input over the years. Changes to provide more parking over the years have included the move to downtown parking kiosks, the creation of the Gay Street parking lot (once occupied in part by the AuburnBank drive-through), transitioning the ground floor of the Gay Street parking deck from leased to metered and changes to parking times and rates to encourage parking turnover.

In 2018, the Council approved the first agenda items towards this new parking deck, which provides an additional 350 parking spots in downtown Auburn.

This ordinance sets the operations and rates of the new parking deck as follows:

- Parking will be available 24/7 at a rate of \$1.00 per hour up to \$15.00 per 24-hour period.
- The City Manager will have the discretion to set day-rates for special events, such as home football game days.

The Wright Street Deck will provide not only additional downtown parking spaces but an additional parking venue that addresses downtown parking needs that cannot easily be addressed in on-street parking or surface lots. This will help provide an option for downtown workers and downtown visitors who want to spend a longer period of time enjoying downtown Auburn. On-street spaces more proximate to the front doors of downtown businesses will still have a two-hour time limit to continue to encourage parking turnover in those convenient spots.

The ordinance also repeals language enabling valet parking in the Gay Street parking deck and the downtown employee parking lot which AuburnBank provided space for prior to their current parking deck and site construction projects. Finally, the ordinance adds provisions for a forthcoming app to pay for downtown street parking, which will require a surcharge be added to the parking fee. At launch, that surcharge will be \$0.35 cents.

We're hopeful that this new publicly provided parking, along with new parking being provided by the private sector by AuburnBank, will provide Auburn residents with sufficient downtown parking for years to come.

DIVISION 2. PARKING METERS

Sec. 22-46. Holidays defined.

Within the meaning of this division, the term "holiday" shall include the following days:

- (1) The first day of January.
- (2) Martin Luther King Day.
- (3) Graduation Day of each semester at Auburn University through the day prior to the first day of classes for the following semester.
- (4) Spring Break at Auburn University.
- (5) Memorial Day.
- (6) The fourth day of July.
- (7) Labor Day.
- (8) Sales tax holidays as designated by the Auburn City Council.
- (9) Veterans Day.
- (10) Thanksgiving Break at Auburn University.
- (11) Christmas Day.

(Ord. No. 2754, § 1, 3-6-12)

Sec. 22-47. Parking meter zones.

- (a) The following named and described areas, streets, or portions of streets lying within the corporate limits of the city shall constitute the parking meter zone:
 - (1) Both sides of College Street from Glenn Avenue south to Magnolia Avenue.
 - (2) The north side of West Magnolia Avenue between College Street and Wright Street.
 - (3) Both sides of Magnolia Avenue between College Street and Gay Street.
 - (4) Both sides of Gay Street from Glenn Avenue to ~~Thach~~Miller Avenue.
 - (5) The east side of South College Street from the intersection of Magnolia Avenue to the intersection of Thach Avenue.
 - (6) Both sides of Tichenor Avenue between North Gay Street and North College Street.
 - (7) Both sides of Wright Street between Magnolia Avenue and Glenn Avenue.
 - (8) Street-level parking in the downtown surface parking lots, located within that certain city block bounded on the north by Tichenor Avenue, on the south by East Magnolia Avenue, on the east by Gay Street, and on the west by North College Street.

(9) The Wright Street Deck

(b) Future changes or amendments to the parking meter zone shall be designated by the city council.

(Ord. No. 2754, § 1, 3-6-12; Ord. No. 3109, § 2, 8-7-18)

Sec. 22-48. Marking of parking spaces within the parking meter zones.

Individual parking spaces shall be designated in the parking meter zones described in section 22-47 by lines painted or durably marked on the curbing or surface of the street. At each space so marked, it shall be unlawful to park any vehicle in such a way that the vehicle shall not be entirely within the limits of the space so designated.

(Ord. No. 2754, § 1, 3-6-12)

Sec. 22-49. Installation of parking meters and pay stations.

In the parking meter zones there shall be installed individual parking meters upon the curb or sidewalk immediately adjacent to the parking spaces provided in section 22-49(a) below or appropriately located parking pay stations controlling multiple parking spaces provided in subsection 22-49(2) below.

- (1) Parking meters shall be placed not more than two (2) feet from the curb nor more than four (4) feet from the front line of the parking space as indicated. Each parking meter shall be set as to display a signal showing legal parking upon the deposit of the appropriate coin or coins of the United States of America, or by other mode of payment compatible with the technology of the parking meter. Upon the deposit of the required coin or coins, or payment by other mode of payment compatible with the technology of the parking meter, such signal shall indicate legal parking for the period of time prescribed by this division. Each parking meter device shall be so arranged that upon the expiration of the lawful time limit it will indicate by a proper visible signal that the lawful parking period has expired and in such cases the right of such vehicle to occupy such space shall cease and the registered owner shall be subject to a penalty.
- (2) Notwithstanding subsection (1) above, parking pay stations may be used to control multiple parking spaces on the street, on parking lots and in a parking garage. Said pay stations shall either collect the parking amount in advance or upon return of drivers to their vehicles, and shall charge for the respective amount either allowed by signage or the total amount of time for which a parking space was occupied by the vehicle. Pay stations may include but are not limited to, pay-and-display, pay-by-space, and pay-on-foot. Pay stations shall be installed as appropriate to control a number of spaces not to exceed the number designated by the manufacturer's specifications. Pay stations shall accept coins and may also accept bills, credit and debit cards as well as pre-paid cards and other modes of payment compatible with the technology of the pay station.
- (3) Notwithstanding subsections (1) and (2) above, the Wright Street Deck shall have pay stations requiring the taking of a ticket upon entrance to the deck and payment upon exit from the deck. The exit-gate and walk-up pay stations shall accept credit and debit cards as well as pre-paid cards and other modes of payment compatible with the technology of the pay station. Payment will be based upon rates and times as set in 22-51 below. Validation may be available as determined by the City Manager.

(Ord. No. 2754, § 1, 3-6-12)

Sec. 22-50. Use of meter required.

Except in a period of emergency determined by an officer of the public safety department, fire or police division, or in compliance with the directions of a police officer or traffic-control sign or signal, when any vehicle shall be parked in any parking space in the parking meter zone, the operator of such vehicle shall, upon entering the parking space, immediately deposit or cause to be deposited in the parking meter/pay station such payment as is required for such parking meter/pay station and as is designated by proper directions on the parking meter/pay station, and as required by the directions on the parking meter/pay station; the operator of such vehicle after the deposit of the proper payment, shall also set in operation the timing mechanism on such parking meter/pay station in accordance with directions properly appearing thereon, and failure to deposit such proper payment, and to set the timing mechanism in operation when so required, shall constitute a violation of this division. Upon the deposit of such payment and the setting of the timing mechanism in operation when so required, the parking space may be lawfully occupied by such vehicle during the period of time which has been prescribed for the part of the parking meter zone in which the parking space is located.

In the Wright Street Deck, the operator of a vehicle shall take a parking ticket upon entering the deck, and provide payment at the pay station upon exit. Payment will be based upon rates and times as set in 22-51 below.

(Ord. No. 2754, § 1, 3-6-12)

Sec. 22-51. Parking time limits and meter/pay station, lease, ~~valet service costs.~~

- (a) Parking or standing a vehicle in a space in the parking meter zone shall be lawful for no more than the maximum time indicated on the parking meter, parking sign, or pay station at the rate indicated on the parking meter, parking sign, or pay station. Maximum parking times and parking rates for the various streets and parking lots located in the parking meter zone shall be established by ordinance of the city council.
- (1) *Downtown surface parking lots.* Parking or standing a vehicle in the following surface parking lots located in the parking meter zone shall be for a maximum time period of two (2) hours at a rate of one dollar (\$1.00) per hour.
- Gay Street parking lot located on the west side of Gay Street south of Tichenor Avenue and north of Magnolia Avenue including the adjacent on-street parking spaces on the west side of Gay Street south of Glenn Avenue and north of Magnolia Avenue.
 - Ground floor of the Gay Street municipal parking deck.
 - Tichenor parking lot located on the west side of the Gay Street municipal parking deck.
- (2) *On-street parking.* Parking or standing a vehicle in an on-street parking space located in the parking meter zone shall be for a maximum time period of two (2) hours at a rate of one dollar (\$1.00) per hour provided, however, that where an on-street parking space is serviced by a coin operated mechanical parking meter the rate shall be twenty-five cents (\$0.25) per hour until such time that said mechanical meter is removed and replaced with a multi-space parking pay station.
- (3) App. Payment by app as provided by the City may include a vendor surcharge in addition to the parking fee as set by Section 22-51.
- (4) Wright Street Deck. Parking or standing a vehicle in a parking space within the Wright Street Deck shall be at a rate of one dollar (\$1.00) per hour with a maximum fee of \$15 per 24-hour period. -Additional vendor surcharges may apply. Day rates for Auburn University football game days and other special events may be established at the discretion of the City Manager.

-
- (b) Parking meters/pay stations shall be operated in the parking meter zones each Monday, Tuesday, Wednesday, Thursday, and Friday of each and every week between the hours of 8:00 a.m. and 6:00 p.m. central standard time or central daylight savings time, whichever is in effect, except on holidays as designated in section 22-46 and when suspended by the city council per section 22-54.

(1) Notwithstanding subsection (b) above, the Wright Street Parking zone shall be operated 24 hours a day, seven days a week. Exceptions for special events or unusual circumstances may be established at the discretion of the City Manager.

- (c) The monthly fee for parking spaces available for lease shall be as follows:

Parking space in the parking meter zone \$100.00

Gay Street municipal parking deck \$100.00

~~Downtown employee parking lot \$50.00~~

These fees shall apply without regard to the location of the parking space in the parking facility, provided that the parking space is designated as a leased parking space by the city.

- ~~(d) The hourly fee for valet parking services provided by the city shall be one dollar (\$1.00) per hour or any portion thereof when such fee is charged. All vehicles parked using a city valet parking service shall be retrieved by the end of the valet parking operating time period which time period shall be clearly publicized on the valet parking vehicle retrieval ticket and/or on signage posted by the city valet parking service. Any vehicle not retrieved within the valet parking operating time period shall be charged a fifty dollar (\$50.00) fee and may be retrieved upon payment of said fifty dollar (\$50.00) fee during a subsequent valet parking operating time period provided, however, that any vehicle not retrieved within twenty four (24) hours may be towed in accordance with sections 22-27 through 22-30 of this chapter.~~
- ~~(e) In order to efficiently utilize parking spaces in the parking meter zone and to provide parking for employees of downtown businesses, the downtown employee parking lot located at the intersection of Magnolia Avenue and Burton Street shall be restricted to employees of businesses located in the urban core (UC) zoning district with priority given to businesses located in the entertainment district established in section 3-58. Eligible businesses or individual employees, as determined by criteria established by the city manager, or his/her designee, shall be required to apply for the use of parking space(s) in the downtown employee parking lot and pay a monthly fee prescribed in section 22-51(c). All applications for the use of parking space(s) shall be subject to availability and should the number of applications exceed the availability, a waiting list may be established. The city manager, or his/her designee, is authorized to promulgate such agreements, forms and rules necessary to manage the downtown employee parking lot.~~

(Ord. No. 2754, § 1, 3-6-12; Ord. No. 2836, § 1, 7-16-13; Ord. No. 2883, § 1, 8-5-14; Ord. No. 2938, § 1, 7-7-2015; Ord. No. 3109, § 2, 8-7-18)

Sec. 22-52. What constitutes overtime parking.

If a vehicle shall remain parked in any parking space in the parking meter zone beyond the parking time limit set for such parking space, and if the parking meter/pay station shall indicate such illegal parking, then such vehicle shall be considered as parking overtime and beyond the period of lawful parking time, and such parking shall be deemed a violation of this division.

(Ord. No. 2754, § 1, 3-6-12)

Sec. 22-53. Fines.

- (a) The following fines or penalties are hereby adopted and levied for overtime parking in the parking meter zone:
 - (1) Twenty dollars (\$20.00) for the first violation.
 - (2) Thirty dollars (\$30.00) for the second violation, provided the second violation is committed in the same location at least two (2) hours after a ticket has been issued for the first violation.
 - (3) Fifty dollars (\$50.00) for the third violation, provided the third violation is committed in the same location at least two (2) hours after a ticket has been issued for the second violation. Not more than three (3) tickets (citations), however, shall be issued in any one day, 8:00 a.m. to 6:00 p.m., for continuous violation by the same vehicle in the same parking space.
- (b) The fines for improper parking in a space owned by, leased from or leased to the city shall be fifty dollars (\$50.00) for each violation.
- (c) If the value of unpaid parking fines accrued to a particular vehicle is more than one hundred dollars (\$100.00), the city manager, or designee, is hereby authorized to tow the vehicle, as provided in section 22-27, from the parking meter zone, or space owned by, leased from or leased to the city and said vehicle shall be impounded until the owner of said vehicle satisfies any outstanding fines evidenced by a receipt issued by the city indicating that full payment has been received, as well as payment of any towing and storage fees as provided in section 22-30.
- (d) The city council, from time to time, may authorize an amnesty period for the collection and payment of unpaid parking fines according to procedures established in a parking fine amnesty program developed by the city manager.

[\(e\) In the Wright Street Parking Deck, lost tickets will result in payment of the full day-rate.](#)

(Ord. No. 2754, § 1, 3-6-12; Ord. No. 3109, § 2, 8-7-18)

Sec. 22-54. Suspension of meter operation.

The city council may declare a suspension of parking meter operation for a specific hour or hours of a specific day or days and/or may suspend parking meter operation for a specific day or a specific period of days.

(Ord. No. 2754, § 1, 3-6-12)

Sec. 22-55. City vehicles and public safety vehicles.

Any Auburn city vehicle bearing appropriate license tag and markings on official city business is hereby exempted from the provisions of this article. Any public safety vehicle, regardless of jurisdiction, bearing appropriate license tag and markings is hereby exempted from the provisions of this article. Any public utility vehicle bearing appropriate license tag and markings on official business is hereby exempted from the provisions of this article.

(Ord. No. 2754, § 1, 3-6-12)

Sec. 22-56. Construction and service permit.

Any person owning or operating any business engaged in rendering construction, mechanical, electrical or other service for any business or building in the city who finds it necessary to a park a vehicle in the parking meter zone for actual construction, repair or maintenance work or other services, and who has clearly marked on such vehicle in a prominent place the owner's name or trade name, may request a parking permit which will allow the vehicle to be parked in a parking space in the parking meter zone without depositing payment in the parking meter/pay station. The city manager shall establish such rules, procedures and fees as are necessary to provide the required parking spaces to contractors while causing the least negative impact on nearby businesses. Upon approval of an application by the city manager, or designee, a permit shall be issued showing the name, address and signature of the permit holder, the type of business or work, any conditions of the permit, and the valid dates of the permit.

(Ord. No. 2754, § 1, 3-6-12)

Sec. 22-57. Marking of loading zones within parking zones.

Loading zone shall be marked off in parking zones designated and described in section 22-47 and in such zones as may hereafter be established. Such loading zones shall be designated by lines painted or durably marked on the curbing or surface of the street. Each space so marked shall only be used for the purpose of loading and unloading.

(Ord. No. 2754, § 1, 3-6-12)

Sec. 22-58. General powers of city manager concerning loading zones, etc., unaffected.

Nothing in this division shall be construed as prohibiting the city manager, or designee, from providing for transit stops, taxicab stands and other matters of similar nature, including the loading and unloading of trucks, vans or other commercial vehicles.

(Ord. No. 2754, § 1, 3-6-12)

Sec. 22-59. Unlawful acts enumerated.

It shall be unlawful and a violation of the provisions of this division for any person:

- (1) To cause, allow, permit or suffer any vehicle registered in the name of, or operated by such person to be parked overtime, or beyond the period of legal parking time established in the parking meter zone or to deposit in any parking meter/pay station any payment for the purpose of parking beyond the maximum legal parking time for the parking meter zone.
- (2) To permit any vehicle to remain or be placed in any parking space in the parking meter zone while the parking meter/pay station is displaying a signal indicating that the vehicle occupying such parking space has already been parked beyond the period prescribed for such parking space.
- (3) To park any vehicle across any line or marking of a parking space in the parking meter zone or in such position that the vehicle shall not be entirely within the area designated by such lines or markings.
- (4) To deface, injure, tamper with, open or willfully break, destroy, or impair the usefulness of any parking meter/pay station installed under the provisions of this division.

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- (5) To deposit or cause to be deposited in any parking meter/pay station any slugs, device, metal substance or other substitute for lawful coins. It shall be unlawful for any person to use any unauthorized or counterfeit item in parking meters/pay stations technologically capable of accepting modes of payment other than coins of the United States.
 - (6) Evidence of certain violations. In any prosecution for a violation of this article, relating to the operation or parking of a vehicle, it shall be prima facie evidence that the registered owner of the vehicle was operating the same at the time of the alleged violations and the burden of proof shall be upon the registered owner to show otherwise.

(Ord. No. 2754, § 1, 3-6-12)

Sec. 22-60. Enforcement.

It shall be the duty of the city manager's designee to check the parking spaces and parking meters/pay stations in the parking meter zone and report the violation of this division in the following manner:

- (1) The designee(s) of the city manager shall keep an account of each parking meter/pay station which indicates that the vehicle occupying the associated parking space is or has been parked in violation of any of the provisions of this division, the date and hour of such violation, the make and the state license number of such vehicle and any other facts, a knowledge of which is necessary to a thorough understanding of the circumstances attending such violation.
- (2) The designee(s) of the city manager shall, upon discovery of a violation of this division, attach to any vehicle in violation, a notice stating that it has been parked in violation of this division and instructing the owner or operator in the proper procedure in paying the fine for such violation.

(Ord. No. 2754, § 1, 3-6-12)

Sec. 22-61. Adjudication by magistrate.

Parking offense disputes shall be administratively adjudicated by magistrates in accordance with state law or rule.

- (1) *Authority to dismiss charges and impose or waive fines.* After such hearing, the magistrate shall be authorized and shall have the discretion to summarily dismiss any charged parking offense when no probable cause is found for the charge or when reasonable excuse of justification for the offense is shown. When fines are imposed, the magistrate is authorized to impose only the fines provided in the fine and cost schedule for summary disposition as adopted by the city council, provided that any increased charge set in the settlement sheet for delay in settlement may be waived by the magistrate when such delay is necessitated by the hearing procedure or for other good cause.
- (2) *Maintenance of ticket list.* The magistrate shall maintain a list of all tickets by number which were summarily dismissed with a brief notation of the reasons for such disposition. Copies of such list shall be forwarded monthly to the judge of the municipal court.
- (3) *Proceedings to be informal.* Proceedings before the magistrate shall be conducted informally. Although due process shall be afforded each person requesting an administrative adjudication, strict rules of evidence shall not apply.
- (4) *Appeal of magistrate's decision.* Any defendant aggrieved by the magistrate's decision may appeal as provided by state law or rule.

(Ord. No. 2754, § 1, 3-6-12)

Sec. 22-62. Collections.

It shall be the duty of the city manager to designate personnel to make regular collection of the money deposited in the parking meters/pay stations and it shall be the duty of such person to deliver the funds contained therein for deposit into the city's general fund according to procedures established by the city manager.

(Ord. No. 2754, § 1, 3-6-12)

Sec. 22-63. Use of funds.

The funds deposited in parking meters/pay stations and/or received from parking fines shall be used to defray the expense of proper regulation, control and inspection of traffic upon the public streets of the city, to provide for the costs of supervision, regulation, inspection and control of traffic upon the public streets; to defray the cost of supervising, regulating and inspecting the parking of vehicles in the parking meter zones and the cost of the purchase, supervision, protection, inspection, installation, operation, maintenance, control and use of the parking meters/pay stations installed hereunder; and for the purpose of the employment of officers, to patrol the parking meter zones and the traffic upon the public streets of the city, the cost of their uniforms and equipment used in connection with such patrolling of traffic in the city; also the cost and maintenance of traffic lights, traffic signs, and traffic signals.

(Ord. No. 2754, § 1, 3-6-12)

ORDINANCE NUMBER _____

AN ORDINANCE TO AMEND SECTIONS 47, 49, 50, 51 and 53, CHAPTER 22 ARTICLE II OF THE CODE OF THE CITY OF AUBURN PROVIDING FOR THE WRIGHT STREET PARKING DECK AND APP PAYMENT FOR METERED PARKING.

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

Section 1. That Sections 47, 51 and 53 Chapter 22 Article II of The Code of the City of Auburn are hereby amended and shall read as follows:

ARTICLE II.

PARKING

DIVISION 2.

PARKING METERS

Sec. 22-47. Parking meter zones.

- (a) The following named and described areas, streets, or portions of streets lying within the corporate limits of the city shall constitute the parking meter zone:
- (1) Both sides of College Street from Glenn Avenue south to Magnolia Avenue.
 - (2) The north side of West Magnolia Avenue between College Street and Wright Street.
 - (3) Both sides of Magnolia Avenue between College Street and Gay Street.
 - (4) Both sides of Gay Street from Glenn Avenue to Miller Avenue.
 - (5) The east side of South College Street from the intersection of Magnolia Avenue to the intersection of Miller Avenue.
 - (6) Both sides of Tichenor Avenue between North Gay Street and North College Street.
 - (7) Both sides of Wright Street between Magnolia Avenue and Glenn Avenue.
 - (8) Street-level parking in the downtown surface parking lots, located within that certain city block bounded on the north by Tichenor Avenue, on the south by East Magnolia Avenue, on the east by Gay Street, and on the west by North College Street.
 - (9) The Wright Street Deck

Sec. 22-49. Installation of parking meters and pay stations.

In the parking meter zones there shall be installed individual parking meters upon the curb or sidewalk immediately adjacent to the parking spaces provided in section 22-49(a) below or appropriately located parking pay stations controlling multiple parking spaces provided in subsection 22-49(2) below.

- (1) Parking meters shall be placed not more than two (2) feet from the curb nor more than four (4) feet from the front line of the parking space as indicated. Each parking meter shall be set as to display a signal showing legal parking upon the deposit of the appropriate coin or coins of the United States of America, or by other mode of payment compatible with the technology of the parking meter. Upon the deposit of the required coin or coins, or payment by other mode of payment compatible with the technology of the parking meter, such signal shall indicate legal parking for the period of time prescribed by this division. Each parking meter device shall be so arranged that upon the

expiration of the lawful time limit it will indicate by a proper visible signal that the lawful parking period has expired and in such cases the right of such vehicle to occupy such space shall cease and the registered owner shall be subject to a penalty.

- (2) Notwithstanding subsection (1) above, parking pay stations may be used to control multiple parking spaces on the street, on parking lots and in a parking garage. Said pay stations shall either collect the parking amount in advance or upon return of drivers to their vehicles, and shall charge for the respective amount either allowed by signage or the total amount of time for which a parking space was occupied by the vehicle. Pay stations may include but are not limited to, pay-and-display, pay-by-space, and pay-on-foot. Pay stations shall be installed as appropriate to control a number of spaces not to exceed the number designated by the manufacturer's specifications. Pay stations shall accept coins and may also accept bills, credit and debit cards as well as pre-paid cards and other modes of payment compatible with the technology of the pay station.
- (3) Notwithstanding subsections (1) and (2) above, the Wright Street Deck shall have pay stations requiring the taking of a ticket upon entrance to the deck and payment upon exit from the deck. The exit-gate and walk-up pay stations shall accept credit and debit cards as well as pre-paid cards and other modes of payment compatible with the technology of the pay station. Payment will be based on rates and times as set in 22-51 below. Validation may be available as determined by the City Manager.

Sec. 22-50. Use of meter required.

Except in a period of emergency determined by an officer of the public safety department, fire or police division, or in compliance with the directions of a police officer or traffic-control sign or signal, when any vehicle shall be parked in any parking space in the parking meter zone, the operator of such vehicle shall, upon entering the parking space, immediately deposit or cause to be deposited in the parking meter/pay station such payment as is required for such parking meter/pay station and as is designated by proper directions on the parking meter/pay station, and as required by the directions on the parking meter/pay station; the operator of such vehicle after the deposit of the proper payment, shall also set in operation the timing mechanism on such parking meter/pay station in accordance with directions properly appearing thereon, and failure to deposit such proper payment, and to set the timing mechanism in operation when so required, shall constitute a violation of this division. Upon the deposit of such payment and the setting of the timing mechanism in operation when so required, the parking space may be lawfully occupied by such vehicle during the period of time which has been prescribed for the part of the parking meter zone in which the parking space is located.

In the Wright Street Deck, the operator of a vehicle shall take a parking ticket upon entering the deck, and provide payment at the pay station upon exit. Payment will be based upon rates and times as set in 22-51 below.

Sec. 22-51. Parking time limits and meter/pay station, lease.

- (a) Parking or standing a vehicle in a space in the parking meter zone shall be lawful for no more than the maximum time indicated on the parking meter, parking sign, or pay station at the rate indicated on the parking meter, parking sign, or pay station. Maximum parking times and parking rates for the various streets and parking lots located in the parking meter zone shall be established by ordinance of the city council.
 - (1) *Downtown surface parking lots.* Parking or standing a vehicle in the following surface parking lots located in the parking meter zone shall be for a maximum time period of two (2) hours at a rate of one dollar (\$1.00) per hour.

- a. Gay Street parking lot located on the west side of Gay Street south of Tichenor Avenue and north of Magnolia Avenue including the adjacent on-street parking spaces on the west side of Gay Street south of Glenn Avenue and north of Magnolia Avenue.
 - b. Ground floor of the Gay Street municipal parking deck.
 - c. Tichenor parking lot located on the west side of the Gay Street municipal parking deck.
- (2) *On-street parking.* Parking or standing a vehicle in an on-street parking space located in the parking meter zone shall be for a maximum time period of two (2) hours at a rate of one dollar (\$1.00) per hour provided, however, that where an on-street parking space is serviced by a coin operated mechanical parking meter the rate shall be twenty-five cents (\$0.25) per hour until such time that said mechanical meter is removed and replaced with a multi-space parking pay station.
- (3) *App.* Payment by app as provided by the City may include a vendor surcharge in addition to the parking fee as set by Section 22-51.
- (4) *Wright Street Deck.* Parking or standing a vehicle in a parking space within the Wright Street Deck shall be at a rate of one dollar (\$1.00) per hour with a maximum fee of \$15 per 24-hour period. Additional vendor surcharges may apply. Day rates for Auburn University football game days and other special events may be established at the discretion of the City Manager.
- (b) Parking meters/pay stations shall be operated in the parking meter zones each Monday, Tuesday, Wednesday, Thursday, and Friday of each and every week between the hours of 8:00 a.m. and 6:00 p.m. central standard time or central daylight savings time, whichever is in effect, except on holidays as designated in section 22-46 and when suspended by the city council per section 22-54.
- (1) Notwithstanding subsection (b) above, the Wright Street Parking zone shall be operated 24 hours a day, seven days a week. Exceptions for special events or unusual circumstances may be established at the discretion of the City Manager.
- (c) The monthly fee for parking spaces available for lease shall be as follows:
- Parking space in the parking meter zone \$100.00
 - Gay Street municipal parking deck \$100.00

These fees shall apply without regard to the location of the parking space in the parking facility, provided that the parking space is designated as a leased parking space by the city.

Sec. 22-53. Fines.

- (a) The following fines or penalties are hereby adopted and levied for overtime parking in the parking meter zone:
- (1) Twenty dollars (\$20.00) for the first violation.
 - (2) Thirty dollars (\$30.00) for the second violation, provided the second violation is committed in the same location at least two (2) hours after a ticket has been issued for the first violation.
 - (3) Fifty dollars (\$50.00) for the third violation, provided the third violation is committed in the same location at least two (2) hours after a ticket has been issued for the second violation. Not more than three (3) tickets (citations), however, shall be issued in any one day, 8:00 a.m. to 6:00 p.m., for continuous violation by the same vehicle in the same parking space.
- (b) The fines for improper parking in a space owned by, leased from or leased to the city shall be fifty dollars (\$50.00) for each violation.

- (c) If the value of unpaid parking fines accrued to a particular vehicle is more than one hundred dollars (\$100.00), the city manager, or designee, is hereby authorized to tow the vehicle, as provided in section 22-27, from the parking meter zone, or space owned by, leased from or leased to the city and said vehicle shall be impounded until the owner of said vehicle satisfies any outstanding fines evidenced by a receipt issued by the city indicating that full payment has been received, as well as payment of any towing and storage fees as provided in section 22-30.
- (d) The city council, from time to time, may authorize an amnesty period for the collection and payment of unpaid parking fines according to procedures established in a parking fine amnesty program developed by the city manager.
- (e) In the Wright Street Parking Deck, lost tickets will result in payment of the full day-rate.

Section 3. Should any provision or section of this Ordinance be declared invalid, such declaration shall not affect any other provisions or sections of this Ordinance, which provisions or sections shall remain in full force and effect.

Section 4. This Ordinance shall become effective July 6, 2021 upon publication as required by law.

Adopted and approved by the City Council of the City of Auburn, Alabama, on this the 6th day of July, 2021.

Ron Anders, Mayor

ATTEST:

Megan McGowen Crouch
City Manager