AUBURN

March 2025
Meeting Schedule

3	**Cemetery Advisory Board**, 4 p.m., Harris Center, 425 Perry Street
4	**Parks and Recreation Advisory Board**, 11:45 a.m., Harris Center, 425 Perry Street
	Committee of the Whole, TBD, Council Chamber, 141 North Ross Street
	City Council, 6 p.m., Council Chamber, 141 North Ross Street
5	**Board of Zoning Adjustment**, 4:30 p.m., Council Chamber, 141 North Ross Street
7	**Tree Commission**, 11:30 a.m., Harris Center, 425 Perry Street
10	**Planning Commission Packet Meeting,** 12 p.m., DSB Conference Room, 171 North Ross Street
11	**Board of Education,** 6 p.m., AJHS Multi-Media Room, 405 South Dean Road
13	**City Council Agenda Review,** 4 p.m., City Manager's Conference Room, 144 Tichenor Avenue
18	**Auburn Public Library Board,** 10 a.m., Auburn Public Library, 749 E. Thach Avenue
	Greenspace Advisory Board, 12 p.m., Harris Center, 425 Perry Street
	Committee of the Whole, TBD, Council Chamber, 141 North Ross Street
	City Council, 6 p.m., Council Chamber, 141 North Ross Street
20	**Water Works Board,** 4 p.m., Water Board Conference Room, 1501 West Samford Avenue
	Planning Commission, 5 p.m., Council Chamber, 141 North Ross Street
27	**City Council Agenda Review,** 4 p.m., City Manager's Conference Room, 144 Tichenor Avenue

Meeting times and places are subject to change.

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

COMMITTEE OF THE WHOLE

AGENDA

March 4, 2025

5:55 PM

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

2. **MINUTES**. February 18, 2025.

3. **METROPOLITAN PLANNING ORGANIZATION CITIZENS ADVISORY COMMITTEE**. Mayor Pro Tem Witten. Five (5) vacancies. Terms begin March 9, 2025 and end March 8, 2029. Incumbents: Dana Camp (has served 1 partial term & 1 full term), Nancy Bendinger (has served 1 full term), Michael Bergh (has served 1 full term), Robyn Chang (has served 1 full term) and Christopher Smith (has served 1 full term).

4. **COMMERCIAL DEVELOPMENT AUTHORITY**. Mayor Pro Tem Witten. Two (2) vacancies. Terms begin March 16, 2025, and end March 15, 2029. Incumbents: David Warren (1 full term) and Amy Carbahal (2 full terms).

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

6. **ADJOURNMENT**.

CITY OF AUBURN

COMMITTEE OF THE WHOLE

February 18, 2025

MINUTES

The City Council of the City of Auburn met in the Council Chamber of the Auburn Public Safety Building at 141 North Ross Street as a Committee of the Whole on Tuesday, February 18, 2025, at 5:55 PM.

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

The following Councilpersons were present: Tyler Adams, Max Coblentz, Tommy Dawson, Kelley Griswold, Sonny Moreman, Bob Parsons, Connie Taylor, Beth Witten, and Mayor Ron Anders. Absent: None. Also present was City Manager Megan Crouch.

2. **MINUTES**. February 4, 2025.

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

3. **METROPOLITAN PLANNING ORGANIZATION CITIZENS ADVISORY COMMITTEE**. Mayor Pro Tem Witten. Five (5) vacancies. Terms begin March 9, 2021 and end March 8, 2025. Incumbents: Dana Camp (has served 1 partial term), Johnny R. Green (has served 1 full term), Rex Griffin (has served 2 full terms), Larry Molt (has served 1 partial term & 2 full terms) and J.R. Smith (has served 2 full terms).

Mayor Anders said none of the incumbents applied for reappointment and he believes they did not know to reapply. He asked the council to move the appointments to March 4, 2025, to allow the incumbents time to reapply.

The council agreed.

Mayor Anders said the appointments would be made at the March 4 City Council meeting.

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

None.

City Manager Crouch said item 8f was removed from the consent agenda, item 10b1 was removed for legal adjustments, and item 10d has a required public hearing.

5. **ADJOURNMENT**.

There being no further business, the meeting was adjourned at 5:57 PM.

_____
Mayor

ATTEST:

_____
City Manager

Auburn City Council
March 4, 2025
6:00 PM
AGENDA

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

2. **ROLL CALL.**

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

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

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

Employee of the Month		
Emily Pike	Human Resources	
Service Awards		
LeAnne Clements	Economic Development	10 years
Corey Walp	Water Resource Management	10 years
Chad Young	Water Resource Management	10 years
Jarrett Jones	Parks and Recreation	20 years
Retiree:		
Patricia Liverance	Human Resources	5 years

   b. Committee of the Whole.

   c. Announcements.

5. **AUBURN UNIVERSITY COMMUNICATIONS.**

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

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

a. Board vacancy announcements. Appointments April 1, 2025.

1. Library Board. One (1) vacancy. Term begins April 15, 2025, and ends April 14, 2029.

2. Historic Preservation Commission. Two (2) vacancies. Terms begin April 21, 2025, and end April 20, 2028.

8. **CONSIDERATION OF CONSENT AGENDA.**

a. Minutes. February 18, 2025.

b. Penalty waiver request. Baumhower's, Auburn

c. Alcohol beverage license. Angus Steakhouse, LLC d/b/a Angus Steakhouse. 020 – Restaurant Retail Liquor. 1212 Gatewood Drive, Suites B1 and B2.

d. Contracts.

1. DC Group, Inc. Replace uninterruptible power supply system batteries. Various city facilities. $61,060.40.

2. Fifth Asset, Inc., d/b/a DebtBook. Three (3) year contract renewal for debt management and lease accounting software. $81,000.

3. Innovative Interfaces, Inc. Annual Renewal of Maintenance and Support for the Polaris Integrated Library System. Auburn Public Library. $43,542.88.

4. Stivers Ford Lincoln. Purchase one (1) Ford F-550. Public Works Department. $73,314.

e. Easements. Industrial Development Board of the City of Auburn. Accept a public easement. Auburn Industrial Park, 2nd Revision. Property located at 1500 Pumphrey Avenue.

f. Board appointments.

1. Commercial Development Authority. Two (2) positions. Terms begin March 16, 2025, and end March 15, 2029.

2. Metropolitan Planning Organization Citizens Advisory Committee. Five (5) positions. Terms begin March 9, 2025, and end March 8, 2029.

9. **ORDINANCES.**

10. **RESOLUTIONS.**

a. Contract. Gonzalez-Strength & Associates, Inc. Auburn Softball Complex & Wire Road Soccer Complex Artificial Turf Project. $276,327.

b. Tax abatement amendment and joinder agreement. Core Scientific, Inc. with AUBix, LLC.

11. **OTHER BUSINESS.**

a. Easement. Bradon & Lauryn Rogers and Sing Properties, LLC. Accept a public sanitary sewer easement. Nelocco Subdivision. 328 and 334 Nelocco Drive.

12. **CITIZENS' OPEN FORUM.**

13. **ADJOURNMENT.**

The City Council of the City of Auburn, Alabama, met in regular session on Tuesday, February 18, 2025, at 6:00 PM in the Council Chamber of the Auburn Public Safety Building at 141 North Ross Street.

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

Mayor Anders called the meeting to order.

2. **ROLL CALL.**

The following Councilmembers were present: Tyler Adams, Max Coblentz, Tommy Dawson, Kelley Griswold, Sonny Moreman, Bob Parsons, Connie Taylor, Beth Witten, and Mayor Ron Anders. Absent: None. Also present was City Manager Megan McGowen Crouch.

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

Mayor Anders invited all present to stand and join the Council in reciting the Pledge of Allegiance to the U.S. Flag and in observing a moment of silence after the Pledge.

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

a. Committee of the Whole.

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

b. Announcements.

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

Mayor Anders invited Auburn High FFA member Liza Agerton to speak about her organization.

Liza spoke about the FFA and the seed library at the Auburn Public Library.

Councilmember Moreman said the War Eagle Run will be held on Sunday, February 23.

Councilmember Taylor said she is hosting a Winter Masquerade Gala for seniors at Boykin Community Center on Saturday, February 22.

Councilmember Witten said the Krewe de Tigris Mardis Gras Parade will be held on Saturday, March 1.

Councilmember Dawson thanked City employees for working during the storms last week.

5. **AUBURN UNIVERSITY COMMUNICATIONS.**

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

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

None.

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

a. Board vacancy announcements.

1. Library Board. One (1) vacancy. Unexpired term begins immediately and ends April 14, 2026. Appointment March 18, 2025.

2. Board of Education. One (1) vacancy. Term begins June 1, 2025, and ends May 31, 2031. Appointment April 15, 2025.

City Manager Crouch announced vacancies on the Library Board and Board of Education.

8. **CONSIDERATION OF CONSENT AGENDA.**

City Manager Crouch asked if any items should be removed from the consent agenda for discussion. She added that item 8f was removed from the consent agenda during the Committee of the Whole meeting.

No items were removed from the consent agenda.

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

a. Minutes.
February 4, 2025, Special Called Meeting. **APPROVED**
February 4, 2025. **APPROVED**

b. Alcohol beverage licenses.

1. CK Mart 1498, LLC d/b/a Spirit Heaven. 011 – Lounge Retail Liquor – Class II (Package). 2352 Bent Creek Road, Suite A. **APPROVED**

2. SCW Enterprises, LLC d/b/a Lost Pizza Co. 020 – Restaurant Retail Liquor. 1940 East Samford Avenue, Suite 3. **APPROVED**

c. Authorize temporary street closings and invocation of Entertainment District. 2025 community events. **Resolution No. 25-026**

d. Contract. Stivers Ford Lincoln. Purchase one (1) 2025 Ford Transit Prisoner Transport Van (PTV). $74,969. **Resolution No. 25-027**

e. Easements.

1. Dilworth-Lowder Auburn, LLC. Accept various public easements and public right-of-way. High Grove. Property located on the north side of Shell Toomer Parkway, between Automotive Boulevard and Canary Drive. **Resolution No. 25-028**

2. Flipping Burgers Auburn, LLC. Accept a public drainage and utility easement. First Revision of Parcel 1, Starr & Eagle Subdivision. Property located at 1251 Opelika Road. **Resolution No. 25-029**

3. Elisie Vickerstaff Hutchinson and The Parmer Group, LLC. Accept public right-of-way. Vickerstaff and Allen Subdivision. Property located at 328 and 336 West Drake Avenue. **Resolution No. 25-030**

4. The Annex at Cary Creek, LLC. and Barclay-Auburn, LLC. Accept various easements. Pick Estates North Subdivision. Property located at 2860 East University Drive. **Resolution No. 25-031**

f. Board appointments. Metropolitan Planning Organization Citizens Advisory Committee. Five (5) positions. Terms begin March 9, 2025, and end March 8, 2029. **Removed**

9. **ORDINANCES.**

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

1. Donna Crossing Rezoning. Rezoning of approximately 13.74 acres from Rural (R) to Comprehensive Development District (CDD).

City Manager Crouch said this ordinance rezones approximately 13.74 acres from Rural to Comprehensive Development District. She added that a public hearing was required.

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

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

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

Mayor Anders asked for an overview of what the Council is considering with this ordinance.

Planning Director Justice Wahid Cotton provided an overview of the item under consideration.

Mayor Anders opened the public hearing.

The following individuals spoke in opposition to the rezoning:

- Jin Elkins (2095 Felicity Lane)
- Andy Wilson (2242 N. Donahue Drive)
- Jim Green (1680 N. Donahue Drive)
- Ken Arthur (1783 Keystone Drive)
- Bruce Prescott (1766 Keystone Drive)
- Noemi Oeding (2072 Mohican Drive)
- Nathan Nelson (1751 Overhill Circle)
- Seth Humphrey (1673 Stone Pointe Drive)
- Lee Ann Matsos (1668 N. Camden Court)
- Madeline Bingham (1751 Overhill Circle)

- LT Morris (1655 Poplar Ridge Drive)

Rob Renfroe (1335 Falls Crest Drive) said he is considering bringing Renfroe's Market to the development and plans to put something there that makes his family proud.

Developer Tom Hayley spoke about the project.

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

The council asked the applicant questions about the project.

Mr. Hayley answered the questions.

The Council asked City Staff additional questions.

City Manager Crouch, Development Services Executive Director Scott Cummings and Interim Engineering Services Director Brandy Ezelle answered the questions.

Upon roll call vote, the following Council members voted aye: Griswold, Adams, Coblentz, and Dawson. Voting no: Moreman, Parsons, Taylor, Witten, and Mayor Anders.
Mayor Anders declared the ordinance failed.

2. Donna Crossing PDD Rezoning. Rezoning to apply the Planned Development District (PDD) designation to approximately 13.74 acres in the Comprehensive Development District (CDD) zoning district.

City Manager Crouch said this item was removed from the agenda because item 9a1 was not adopted.

10. **RESOLUTIONS.**

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

1. All Washed Up. Road service use - detailing shop. Property located at 1975 Mall Boulevard, Suite 205.

City Manager Crouch said this resolution authorizes conditional use approval for a road service use – detailing shop. She added that a public hearing was required.

Mayor Anders opened the public hearing.

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

Councilmember Parsons moved that the resolution be adopted.
Councilmember Coblentz seconded the motion, and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 25-032

2. Christian Brothers Automotive. Road service use (automotive repair facility). Property located at 2860 East University Drive. Public hearing required. Postponed at the January 23, 2025, City Council meeting.

City Manager Crouch said this resolution authorizes conditional use approval for a road service use (automotive repair facility). She added that a public hearing was required.

Mayor Anders opened the public hearing.

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

Councilmember Witten moved that the resolution be adopted.
Councilmember Parsons seconded the motion, and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 25-033

3. Donna Crossing. Various nonresidential uses. Property located at the southeast corner of the North Donahue Drive and West Farmville Road intersection.

City Manager Crouch said this resolution was removed from the agenda because item 9a1 was not adopted.

4. Shinhwa Phase 6. Industrial use (manufacturing facility). Property located at 2555 West Tech Lane.

City Manager Crouch said this resolution authorizes conditional use approval for an Industrial use (manufacturing facility). She added that a public hearing was required.

Mayor Anders opened the public hearing.

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

Councilmember Dawson moved that the resolution be adopted.
Councilmember Witten seconded the motion, and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 25-034

b. Tax abatement. General Electric Company d/b/a GE Aerospace.

City Manager Crouch said this resolution approves a tax abatement for General Electric Company d/b/a GE Aerospace.

Councilmember Witten moved that the resolution be adopted.
Councilmember Parsons seconded the motion, and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 25-035

c. Contract. Nomad Global Communication Solutions. Purchase one (1) Nomad IC28As2 mobile command vehicle. $874,242.82.

City Manager Crouch said this resolution authorizes the City Manager to execute a contract with Nomad Global Communication Solutions.

Councilmember Dawson moved that the resolution be adopted.
Councilmember Parsons seconded the motion, and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 25-036

d. Vacation. Northgate Development, LLC. Bottle Way. Property located along lot A-2-A-1-A Northgate Subdivision Phase II.

City Manager Crouch said this resolution assents to the vacation of a portion of right of way and a drainage and utility easement located along lot A-2-A-1-A Northgate Subdivision Phase II. She added that a public hearing was required.

Mayor Anders opened the public hearing.

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

Councilmember Coblentz moved that the resolution be adopted.
Councilmember Witten seconded the motion, and all members voted aye.
Mayor Anders declared the resolution adopted.
RESOLUTION No. 25-037

11. **OTHER BUSINESS.**

None.

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

Roberta Jackel (531 Hamilton Hills Court) asked for progress on the Lake Wilmore Community Center and for information about fee structures and hours of operation.

Elizabeth White (637 Forestdale Drive) spoke about federal budget cuts.

Teresa Heckman (917 S. Gay Street) spoke about federal budget cuts.

13. **ADJOURNMENT.**

Councilmember Adams moved that the meeting be adjourned.
Councilmember Coblentz seconded the motion, and all members voted aye.
The meeting was adjourned at 8:11 PM.

_____
Mayor

ATTEST:

_____
City Manager

Agenda Item Summary

Item No. 8 b

Council Meeting Date	March 4, 2025
Department	Finance
Submitted By	Allison Edge
Agenda Section	Consent

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

Tudhope Hospitality, LLC dba Baumhower's Auburn
2353 Bent Creek Road, STE 120
Auburn, AL 36830

Description of item under consideration

Tudhope Hospitality, LLC dba Baumhower's Auburn is requesting a waiver of $2,615.56 in penalties resulting from late filing of their June 2024 sales tax. All associated license fees and interest have been paid. This is the first request for a waiver by this business.

Why is Council action needed?

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

Is this a budgeted item?: N/A

AUBURN

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

THROUGH: Allison D. Edge, Finance Director/Treasurer

FROM: LaTrice K. Mose, Revenue Manager

DATE: February 19, 2025

SUBJECT: Tudhope Hospitality LLC dba Baumhower's Auburn – Penalty Waiver

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

Baumhower's Auburn is requesting a penalty waiver in the amount of $2,615.56 pursuant to Ordinance 2816. This waiver is for penalties assessed from the late filing of their June 2024 sales tax return. All associated license fees and interest have been paid. Baumhower's Auburn has a current business license and has never been granted a "one-time waiver" of penalties.

Finance department staff recommends approval of this penalty waiver in accordance with the current rules set forth in Ordinance 2816. This ordinance requires that all penalty waivers greater than $1,000 be approved by the City Council. The penalty waiver request will be presented to the Council for consideration at the March 4, 2025, meeting.

City of Auburn

Taxpayer Waiver Request to City Council

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

Council agenda of March 4, 2025

Taxpayer's name and address Tudhope Hospitality LLC dba Baumhower's Auburn

Amount of waiver requested in writing by taxpayer $ 2,615.56

Taxpayer's due diligence documented X Yes ___ No

Taxpayer has previously received a penalty waiver ___ Yes X No

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

Finance Director's recommendation X Approval ___ Denial

City Manager's recommendation X Approval ___ Denial

Waiver request reviewed and submitted by

LaTrice K. Mose — 02-06-2025

LaTrice K. Mose, Revenue Manager — Date

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

*Taxpayer Signature — 2/11/25 Date

Council action ___ Approval ___ Denial

Agenda Item Summary

Item No. 8 c

Council Meeting Date	March 4, 2025
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Consent

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

Angus Steakhouse, LLC d/b/a Angus Steakhouse
1212 Gatewood Drive, Suites B1 and B2
Auburn, AL 36830

Description of item under consideration

Angus Steakhouse, LLC d/b/a Angus Steakhouse ABC License. Approval of a 020 – Restaurant Retail Liquor alcohol beverage license for property located at 1212 Gatewood Drive, Suites B1 and B2. The property is zoned Corridor Redevelopment District – Suburban (CRD-S), which permits the restaurant by right. Angus Steakhouse is a new business that does not have an alcohol beverage license. The application is consistent with the provisions of Chapter 3 of the City Code, which provides licensing requirements for establishments engaged in the sale of alcoholic beverages.

Why is Council action needed?

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

Is this a budgeted item?: N/A

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250221095759014

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** $300.00 **County:** $150.00

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

Trade Name: ANGUS STEAKHOUSE **Filing Fee:** $50.00

Applicant: ANGUS STEAKHOUSE LLC **Transfer Fee:**

Location Address: 1212 GATEWOOD DRIVE; SUITE B1 AND B2 AUBURN , AL 36830

Mailing Address: 1212 GATEWOOD DRIVE; SUITE B1 AND B2 AUBURN , AL 36830

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

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 001-172-620

Do you sell Draft Beer?:

Date Incorporated: 01/27/2025 **State incorporated:** AL **County Incorporated:** LEE

Date of Authority:

Federal Tax ID: 33-3089829 **Alabama State Sales Tax ID:** R012420908

Name:	Title:	Date and Place of Birth:	Residence Address:
MD SHAFIULLAH 10079041 - AL	OWNER	11/05/1982 BANGLADESH	2043 FELICITY LANE AUBURN , AL 36830

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

Contact Person: MD SHAFIULLAH **Home Phone:** 404-980-7963
Business Phone: 334-734-9039 **Cell Phone:**
Fax: **E-mail:** SHAFIBD82@YAHOO.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250221095759014

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: JACK LLC DBA GATEWOOD PLAZA 334-734-3236
What is lessors primary business? RESTAURNT OWNER
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? YES
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 3600 Display Square Footage:
Building seating capacity: 90 Does Licensed premises include a patio area? YES
License Structure: SHOPPING CENTER License covers: PORTION OF
Number of licenses in the vicinity: 00 Nearest: 0
Nearest school: Nearest church: Nearest residence: 0 blocks
Location is within: CITY LIMITS Police protection: CITY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250221095759014

Initial each | **Signature page**

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

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

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

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

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

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

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

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

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

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

Applicant Name (print): MD. SHAFIULLAH

Signature of Applicant: Md. Shafiullah

Notary Name (print): Alison C Brewer

Notary Signature: Alison C Brewer Commission expires: 6/5/25

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

Receipt Confirmation Page

Receipt Confirmation Number: 20250221095759014

Application Payment Confirmation Number: 107360066

Payment Summary	
Payment Item	**Fee**
Application Fee for License 020	$50.00
Total Amount to be Charged	$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	**County Fee**	**State Fee**	**Total Fee**
020 - RESTAURANT RETAIL LIQUOR	$150.00	$300.00	$450.00
			$0.00
Total Amount to be Charged	$150.00	$300.00	$450.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 020 - RESTAURANT RETAIL LIQUOR
License Type 2:
License County: LEE
Business Type: LLC
Trade Name: **ANGUS STEAKHOUSE**
Applicant Name: **ANGUS STEAKHOUSE LLC**
Location Address: 1212 GATEWOOD DRIVE; SUITE B1 AND B2
AUBURN , AL 36830
Mailing Address: 1212 GATEWOOD DRIVE; SUITE B1 AND B2
AUBURN , AL 36830
Contact Person: MD SHAFIULLAH
Contact Home Phone: 404-980-7963
Contact Business Phone: 334-734-9039
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:

ABC Application Business License and Zoning Verification Form

Date: 2.27.2025

Applicant name and address: Angus Steakhouse, LLC
1212 Gatewood Drive, Suites B1 and B2
Auburn, AL 36830

Trade Name and location of business: Angus Steakhouse
1212 Gatewood Drive, Suites B1 and B2
Auburn, AL 36830

Alabama ABC Board License Confirmation Number: 20250221095759014

Finance Department – Business License Verification

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

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

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

Planning Department – Zoning Verification

Type of License Requested: 020 – Restaurant Retail Liquor

Zoning Classification: Corridor Redevelopment District – Suburban (CRD-S)

Permitted Use [X] or Conditional Use [ ]

Date of Conditional Use approval: n/a

Comments: n/a

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

Angus Steakhouse

ABC License

Restaurant Retail Liquor

AUBURN



Subject Property

N

0 15 30 60

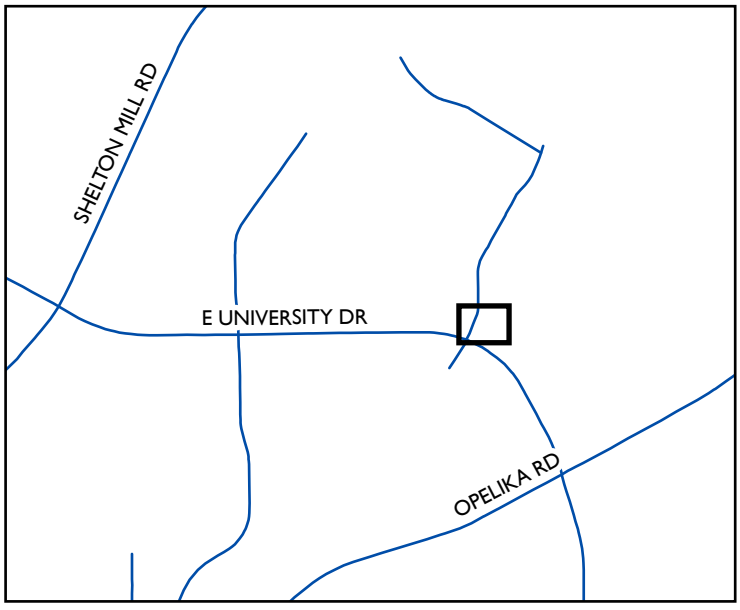
Feet

Planning Dept.

02/25/2025

The applicant is seeking approval for a Restaurant Retail Liquor alcohol beverage license located at 1212 Gatewood Drive, Suites B1 and B2, in the Corridor Redevelopment District - Suburban (CRD-S) zoning district.

Vicinity Map



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

Agenda Item Summary

Item No. 8 d 1

Council Meeting Date	March 4, 2025
Department	Public Works
Submitted By	Dan Ballard
Agenda Section	Consent

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

DC Group, Inc
1977 West River Road
Minneapolis, MN 55911

Description of item under consideration

Resolution authorizing the City Manager to execute a contract with the DC Group, Inc. to replace uninterruptible power supply system batteries at City Hall, the Bailey-Alexander Water and Sewer Complex, and the Public Safety Building. DC Group inspected these batteries in FY24 and determined replacement was warranted due to end-of-life age, and these replacements were budgeted by Public Works for the current fiscal year.

Why is Council action needed?

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

Is this a budgeted item?: Yes

AUBURN

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

THROUGH: Keith Williams, Executive Director of Public Services

FROM: Dan Ballard, Public Works Director

DATE: February 19, 2025

SUBJECT: Uninterruptible Power Supply Battery Replacement

The Public Works Department is requesting City Council approval to enter a contract with DC Group, Inc, for the replacement of uninterruptible power supply system (UPS System) batteries at City Hall, the Bailey-Alexander Water and Sewer Complex, and the Public Safety Building. UPS Systems are part of the City's critical backup power supply system for its facilities and Information Technology assets. DC Group, Inc. currently performs annual preventative maintenance and inspection of the City's various UPS Systems, and these batteries were identified as exceeding their end-of-life age and are therefore no longer reliable for providing emergency power supply.

The City of Auburn solicited costs proposals from licensed contractors on February 14, 2025, for the costs of labor, equipment, and materials necessary to complete the replacement of the batteries for the above referenced UPS Systems. Two proposals were received, which were:

Contractor:	**Base Bid Price:**
DC Group, Inc	$61,060.40
Eaton Corporation	$87,258.84

In consideration of the proposals received and the approved budget for this work, I recommend execution of a contract with DC Group, Inc, in the amount $61,060.40 for this project. I also recommend approval for up to ten percent (10%) of the contract amount ($6,106.04) as contingency to be used for unforeseen conditions.

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Auburn has determined that it is in the best interest of the City of Auburn to maintain safe and operable emergency power supply systems at its facilities; and

WHEREAS, the DC Group, Inc. has performed an inspection of the uninterruptible power supply systems at the City's facilities and determined that battery replacements are necessary at City Hall, the Bailey-Alexander Water and Sewer Complex, and the Public Safety Building in order maintain safe and operable emergency power supply; and

WHEREAS, the City of Auburn solicited costs proposals for the provision of the labor, materials, and equipment necessary to perform the necessary battery replacements; and

WHEREAS, costs proposals were received on February 14, 2025, and DC Group, Inc. submitted the lowest responsible and responsive costs proposal, with a proposed cost of $61,060.04.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama, does hereby authorize the City Manager to execute a construction contract with the DC Group, Inc., to replace uninterruptible power supply system batteries at City Hall, the Bailey-Alexander Water and Sewer Complex, and the Public Safety Building at a cost of $61,060.04 and further authorizes up to ten percent (10%) of the contract amount ($6,106.04) as contingency to be used for unforeseen conditions.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this 4th day of March 2025.

_____
Mayor

ATTEST:

_____
City Manager

City of Auburn
Home of Auburn University

January 21, 2025

REQUEST FOR COST PROPOSAL

The City of Auburn (COA) is soliciting cost proposals for the work described below and as shown in the attached figures. **Cost proposals should be received by the COA according to the instructions herein by 12:00 p.m., local time, on February 14, 2025 at the email address shown herein.** This cost proposal is for performing the following services:

DETAILED SCOPE OF WORK

The Contractor shall provide a cost to replace the existing Uninterrupted Power Service (UPS) batteries with new batteries at various COA facilities. The quantity, battery type, system type, and locations are:

Quantity:	Battery Type:	Type of System:	Location:	Address:
40	CSB HRL12200WFR or approved equal	65kVA IPM Balance Power 80UPS (s/n ET153ZBA02)	City Hall	144 Tichenor Avenue, Auburn, AL 36830
40	Enersys HX300 or approved equal	50kVA Eaton 9315-50 (s/n EW341ZBA03)	Bailey-Alexander Complex	1501 West Samford Avenue, Auburn, AL 36832
80	CSB HRL12280WFR or approved equal	150kVA Eaton 93PM-200-4 UPS (s/n EN171UXX02)	Public Safety Building (Room 114)	141 North Ross Street, Auburn, AL 36830
80	CSB HRL12200WFR or approved equal	80kVA Eaton 93PM-100-3 UPS (s/n EN153UXX14)	Public Safety Building (Room 164)	141 North Ross Street, Auburn, AL 36830

1. **The cost shall include the removal, haul-off, and legal disposal of the existing batteries in accordance with applicable rules and regulations, as well as all costs to deliver and install the new batteries to the locations specified.**

2. **All work shall be done in compliance with the manufacturer's specifications and performed by qualified professionals licensed to perform such work.**

3. **The batteries provided must come with a minimum 4-year manufacturer's warranty, and the contractor shall provide a minimum 30-day warranty for all parts and materials used in the installation and general workmanship.**

4. **The contractor shall maintain any and all applicable software licenses necessary to perform these installations and ensure proper performance per the manufacturer's specifications.**

Cost proposals shall be submitted using the attached form. The Contractor selected agrees to enter into the attached Agreement and meet all associated insurance requirements and conditions. Please direct questions to Patrick Slaughter by calling (334) 501-3008.

The COA reserves the right to accept the lowest responsible cost proposal as deemed to be in the best interest of COA, to reject any or all costs proposals, and to waive any informalities in the costs proposals received. The COA also reserves the right to accept or reject alternates it deems are in its best interest. **Cost proposals shall be good for thirty (30) days after date of submission.**

The vendor selected by COA to provide these services is responsible for acquiring the appropriate business licenses and permits to conduct work with the City of Auburn, as necessary. In addition to the business license and permit requirements, the selected vendor may be subject to the remittance of applicable sales and use tax, occupational license fees, and contractors/subcontractors license fee in accordance with City ordinances and codes. Please note that COA is a sales and use tax exempt entity.

Questions concerning insurance coverage may be directed to the City Risk Manager at (334) 501-7243.

The successful proposer shall note that COA pays by invoice on each Friday of the month. Invoices must be received by accounts payable at least seven working days before the scheduled check date. If you have any questions concerning billing, contact our accounts payable office at (334) 501-7237.

Cost proposals should be delivered via email to Patrick Slaughter at pslaughter@auburnalabama.org **by 12:00 p.m. local time on February 14, 2025.**

Thank you,

Patrick Slaughter
Operations & Facilities Division Manager

CITY OF AUBURN PUBLIC WORKS DEPARTMENT
COST PROPOSAL FORM

TO: City of Auburn Public Works Department

We, the undersigned, propose to provide the services (all labor and materials) necessary to perform the services listed above and guarantee that if we are awarded the contract, we will furnish these services in accordance with the attached schedule.

ITEM NO	QTY.	UNIT	DESCRIPTION		UNIT PRICE		TOTAL PRICE
1	40	EA	Removal and Replacement of Existing UPS Batteries at Auburn City Hall (Battery Type CSB HRL12200WFR or approved equal)	$	273.29	$	10,931.60
2	40	EA	Removal and Replacement of Existing UPS Batteries at Bailey-Alexander Complex (Battery Type Enersys HX300 or approved equal)	$	290.70	$	11,628.00
3	80	EA	Removal and Replacement of Existing UPS Batteries at Public Safety Building (Rm 114)(Battery Type CSB HRL 12280WFR or approved equal)	$	263.47	$	21,077.60
4	80	EA	Removal and Replacement of Existing UPS Batteries at Public Safety Building (Rm 164)(Battery Type CSB HRL12200WFR or approved equal)	$	217.79	$	17,423.20
TOTAL COST PROPOSAL TO REMOVE AND REPLACE EXISTING UPS BATTERIES AT CITY OF AUBURN FACILITIES INCLUDING CITY HALL, BAILEY-ALEXANDER COMPLEX, AND PUBLIC SAFETY BUILDING:						$	61,060.40 *

* Pricing assumes the quantity listed, is the batty quantity purchased / installed. Also, installato to occur during Normal Business Hours: Monday - Friday, 8AM - 5PM

For: _____

Sixty-one thousand and sixty Dollars forty Cents
(write total bid price in words)

Authorized Signature _____ Name of Company DC Group, Inc

Christiana Cudworth
Printed Name

1977 West River Rd
Address

02/18/2025
Date

Minneapolis, MN 55411
City, State Zip

612 235 3130
Phone/Fax Number

ENCLOSURES

(Contract)

City of Auburn

CONSTRUCTION CONTRACT

(Note: This contract is valid only for sum less than $100,000)

THIS AGREEMENT made and entered into this _____ day of _____, 2025 by and between XXXXX hereinafter called CONTRACTOR and the City of Auburn, Alabama, hereinafter called the CITY;

WITNESSETH: That for an in consideration of payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete:

Removal and Replacement of Existing Uninterrupted Power Source Batteries at Auburn City Hall, Bailey-Alexander Complex, and Auburn Public Safety Building
(all work to be performed in accordance with Detailed Scope of Work and CONTRACTOR'S Proposal)

2. The CONTRACTOR will furnish all material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the PROPOSAL within 10 days after the date of the NOTICE TO PROCEED and will complete the same within **60 calendar days**, unless the period for completion is extended otherwise by the CITY.

4. The CONTRACTOR agrees to perform all of the WORK described in the PROPOSAL and comply with the terms therein for the sum of ***XX,XXX dollars and XX/100 cents. ($XX,XXX.XX)***.

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

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

7. This Agreement is binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. The CONTRACTOR is required to provide certificates of insurance showing that it carries, and his in force, automobile liability insurance, general liability insurance, and worker's compensation insurance. Limits of liability for automobile liability insurance shall be, at a minimum, $1,000,000 combined single limit. Limits of liability for general liability insurance shall be, at a minimum, $1,000,000 per occurrence, $1,000,000 personal and advertising injury, $1,000,000 general aggregate and $1,000,000 products/completed operations aggregate. If the general liability insurance coverage is on a claim-made basis, the CONTRACTOR will maintain coverage in force for a period of two (2) years following completion of work specified in the agreement. Workers' compensation insurance shall provide statutory workers' compensation coverage and employers'

liability coverage with limits of, at a minimum, $500,000 each accident, $500,000 disease each employee and, $500,000 disease policy limit. The CONTRACTOR will be responsible for the payment of any deductibles or self-insured retentions. The CONTRACTOR'S insurance will be primary. If the CONTRACTOR carries higher coverage limits than those specified above, the higher coverage limits apply.

9. The certificate of insurance shall provide the CITY thirty (30) days written notice of cancellation of any of the coverage name in said certificate with waivers of subrogation in the CITY's favor for each of the coverages listed on the certificate of insurance.

10. The CITY will be named as additional insured under the CONTRACTOR'S general liability insurance and automobile liability insurance policies. The CITY will be provided copies of the additional insured endorsements.

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

12. At the CITY'S discretion, the CONTRACTOR may be required to have in force builder's risk coverage and/or higher liability limits than that mentioned above and/or broader coverage than normally carried by the CONTRACTOR.

13. The CONTRACTOR agrees to indemnify, hold harmless, and defend the CITY, it officials, representatives, agents, servants, and employees from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including attorney's fees and litigation expenses, in whole or in part arising out of, connected with, or in any way associated with the activities of the CONTRACTOR, its employees, or its subcontractors in connection with the work to be performed under this contract. This obligation survives the payment of any loss by the CONTRACTOR'S insurance carrier.

Legal action arising from the performance of this contract will be filed in the Circuit Court of Lee County, Alabama located in Opelika, Alabama or the Federal District Court for the Middle District of Alabama – Eastern Division located in Opelika, Alabama.

IN WITNESS, THEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three copies each of which shall be deemed an original on the date first above written.

Made and entered into this _____day of _____2025.

_____
SIGNATURE OF PRINCIPAL

WITNESS TO PRINCIPAL'S SIGNATURE:

_____
PRINCIPAL

_____

_____
NAME OF CONTRACTOR

_____
CONTRACTOR'S ADDRESS

_____
CITY, STATE

_____
TELEPHONE

(SEAL)

THE CITY OF AUBURN, ALABAMA
A Municipal Corporation

ATTEST:

BY: _____

Lindsay Manley
Assistant City Clerk

BY: _____

Megan McGowen Crouch

ITS CITY MANAGER

Agenda Item Summary

Item No. 8 d 2

Council Meeting Date	March 4, 2025
Department	Finance
Submitted By	Allison Edge
Agenda Section	Consent

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

Fifth Asset, Inc., d/b/a DebtBook
PO Box 667950
Charlotte, NC 28266

Description of item under consideration

Resolution authorizing the City Manager to execute a three-year contract renewal with Fifth Asset, Inc., d/b/a DebtBook for the City's debt, lease and subscription-based technology arrangements management software. The renewal cost for each year is $27,000 for a total amount of $81,000.

Why is Council action needed?

City Council approval is needed to execute contracts in excess of $30,000.

Is this a budgeted item?: Yes

AUBURN

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

FROM: Allison D. Edge, Finance Director/Treasurer

DATE: February 24, 2025

SUBJECT: DebtBook Software Renewal

In 2022, the Finance Department began using DebtBook, a software that assists with tracking, managing and accounting for long-term debt, leases and subscription-based information technology arrangements (SBITAs). This web-based software has proven to meet our needs and has provided many advantages that have increased efficiency in the department. I have listed a few of those advantages below.

- Increased accuracy and efficiency with all debt information in one software module
- Automation of complicated accounting entries related to debt, leases and SBITAs
- Reporting that complies with governmental accounting standards and reporting requirements administered by the Governmental Accounting Standards Board

The City and the Water Works Board combined have long-term debt obligations that total over $345 million. Each obligation has a different payment schedule and maturity and is accounted for differently depending on the fund (General, Schools, Sewer, and Water). In addition, the City and Water Board have 38 leases and 7 SBITAs that are now required to be accounted for in the annual financial statements.

In addition to the current functionality for debt, lease and SBITA management, DebtBook now offers a debt sizing module. This module assists government finance officers in structuring future debt by analyzing debt options with an overlay to existing outstanding debt, comparing cash flow options as it relates to debt service, and utilizing real-time market pricing data to enhance scenario analysis. Adding this module to our existing services will greatly improve our ability to determine the best

debt structure for the City in the future, while reducing reliance on an external financial advisor for this analysis.

Based on our positive experience, I am requesting Council approval to continue the use of DebtBook, adding the sizing module, for a three-year period starting on March 31, 2025, for a cost of $27,000 per year (includes costs for implementation of the sizing module). The Water Works Board will reimburse the City for a small portion (approximately 8%) of the cost each year based on the percentage of debt outstanding at the end of each fiscal year.



RESOLUTION NO. _____

WHEREAS, the City Council of the City of Auburn recognizes that it is in the best interest of the City of Auburn to renew a three (3) year contract for debt, lease and subscription-based technology arrangements (SBITAs) management software; and

WHEREAS, in 2023 the City executed a contract with Fifth Asset, Inc., dba Debtbook (DebtBook) to provide this software and the contract expires on March 30, 2025; and

WHEREAS, the City of Auburn has benefitted from the expertise, knowledge and functionality provided by DebtBook in the implementation of new governmental accounting standards and will continue to benefit as future developments in accounting standards and principles are enacted; and

WHEREAS, the City wishes to renew and extend the contract with DebtBook for an additional three (3) years of service beginning on March 31, 2025, and concluding on March 30, 2028. The cost for each year is $27,000.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama, does hereby authorize the City Manager to renew and extend the contract with Debtbook to provide debt, lease and SBITA management software in the total amount of $81,000 for a three (3) year contract term.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 4th day of March 2025.

_____
Mayor

ATTEST:

_____
City Manager

DebtBook

RENEWAL AMENDMENT & ORDER FORM

This Renewal Amendment & Order Form ("**Renewal Amendment**") to the existing Agreement, as defined below, is entered into between Fifth Asset, Inc. d/b/a DebtBook ("**DebtBook**") and the Customer identified in the signature block below ("**Customer**")(together, the "**Parties**"), is effective as of the date of Customer's signature below and amends the Agreement as set forth below.

RECITALS

WHEREAS, the Parties have previously executed the Agreement dated April 1, 2022 (together, the "**Agreement**"), as amended, which established the rights and obligations of each party with respect to the Services.

WHEREAS, the Parties now wish to amend the Agreement to renew the Agreement and the Services for an additional three years.

WHEREAS, Customer has requested to add Debt Sizing to Customer's existing Products.

NOW, THEREFORE, in consideration of the mutual covenants and promises set herein and the continuing rights and obligations of the parties as set forth in the Agreement and the Renewal Amendment, the parties agree as follows:

SERVICES & FEES

Item & Description		Year 1	Year 2	Year 3
Debt Accounting	**List Price**	$3,000.00	$3,000.00	$3,000.00
Annual recurring fee for DebtBook's debt accounting software-as-a-service application provided to Customer through access to the Application Services	***Discount***	*($3,000.00)*	*($3,000.00)*	*($3,000.00)*
	Subtotal	**$0.00**	**$0.00**	**$0.00**
Debt Management Core	**List Price**	$15,000.00	$15,000.00	$15,000.00
Annual recurring fee for DebtBook's debt management software-as-a-service application provided to Customer through access to the Application Services	***Discount***	*($3,000.00)*	*($3,000.00)*	*($3,000.00)*
	Subtotal	**$12,000.00**	**$12,000.00**	**$12,000.00**
Lease & SBITA Management Complete	**List Price**	$10,000.00	$10,000.00	$10,000.00
Annual recurring fee for DebtBook's Lease and SBITA management software-as-a-service application provided to Customer through access to the Application Services	***Discount***	*($2,000.00)*	*($2,000.00)*	*($2,000.00)*
	Subtotal	**$8,000.00**	**$8,000.00**	**$8,000.00**
Debt Sizing	**List Price**	$7,500.00	$7,500.00	$7,500.00
Annual recurring fee for DebtBook's debt sizing software-as-a-service application provided to Customer through access to the Application Services	***Discount***	*($500.00)*	*($500.00)*	*($500.00)*
	Subtotal	**$7,000.00**	**$7,000.00**	**$7,000.00**

Annual Summary

	Year 1	Year 2	Year 3
Recurring Subscription Fees	$27,000.00	$27,000.00	$27,000.00
Annual Total	**$27,000.00**	**$27,000.00**	**$27,000.00**
TOTAL CONTRACT VALUE			**$81,000.00**

TERMS

1. The Parties have agreed to renew and extend the Agreement for an additional three years beginning on March 31, 2025 (the "**Renewal Date**") and concluding on March 30, 2028 (the "**Renewal Term**").

2. The definition for "**Application Services**" in the Agreement is hereby amended to mean the Products and other application-based services that DebtBook offers to Customer through access to the DebtBook application. "**Products**" means, collectively, any products DebtBook may offer to Customer from time to time through the Application Services, in each case as established in any Order Form then in effect. The specific Products offered to Customer as part of the Application Services are limited to those Products expressly described in any Order Form then in effect.

3. The Parties have agreed to add Debt Sizing to the existing Products beginning on the Renewal Date.

4. The Fees for each year of the Renewal Term are set forth above and will be due and payable on the Renewal Date and on each anniversary thereafter, subject in each case to the payment terms in the Agreement.

5. Any reference to the "Agreement" will mean the Agreement as modified by this Renewal Amendment. On the first day of the Renewal Term, this Renewal Agreement will constitute an "Order Form" as defined in the Agreement. Capitalized terms not defined herein will have the same meaning ascribed to them as set forth in the Agreement.

6. The express provisions of this Renewal Amendment constitute the sole amendment and modification of the Agreement by and between the Parties in connection with the Renewal Term. This Renewal Amendment may be executed in counterparts, including facsimile or other electronic counterparts.

7. Each of the undersigned represents that they are authorized to (1) execute and deliver this Renewal Amendment on behalf of their respective party and (2) bind their respective party to the terms of the Agreement, and (3) sufficient funds have been appropriated and are available to pay any Fees due under the Agreement in Customer's current fiscal year.

Fifth Asset, Inc. d/b/a DebtBook	**Auburn, AL**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Agenda Item Summary

Item No. 8 d 3

Council Meeting Date	March 4, 2025
Department	Auburn Public Library
Submitted By	Cynthia Ledbetter
Agenda Section	Consent

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

Innovative Interfaces, Inc.
789 E. Eisenhower Parkway
Ann Arbor, MI 48108

Description of item under consideration

Resolution authorizing the City Manager to approve payment to Innovative Interfaces, Inc. for the annual maintenance and support of the Polaris Integrated Library System used by the Auburn Public Library for a total cost of $43,542.88.

Why is Council action needed?

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

Is this a budgeted item?: Yes

AUBURN

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

THROUGH: Keith Williams, Executive Director of Public Services

FROM: Cynthia Ledbetter, Library Director

DATE: February 18, 2025

SUBJECT: Polaris ILS Maintenance Invoice

In 2004, the City of Auburn upgraded the Library automation experience for our community by investing in the Polaris Integrated Library System (Polaris) through Council Resolution 04-54, with the project partially funded by a Library Services and Technology Act (LSTA) grant. Polaris provides computerized automation for library functions including management of the patron database and library materials catalog database, as developed by City staff. As part of the original contract, we pay annual maintenance and support to Innovative Interfaces, Inc. to ensure optimal functionality and compatibility with the latest technology standards and to maintain our perpetual software licensing.

It is important to consider the benefits and features that Polaris provides to City residents. Polaris has consistently demonstrated its reliability, adaptability, user-friendly interface, and seamless integration with our library operations and Information Technology infrastructure over the years, including the following:

- Enhanced User Experience: Polaris offers an intuitive interface, making it easy for both staff and patrons to navigate the system efficiently.
- Efficient Library Operations: The integrated features of Polaris streamline cataloging, circulation, and resource management, contributing to the overall efficiency of our library's daily operations.
- Reliable Technical Support: The technical support provided by Polaris has been commendable. Their responsive team ensures timely resolution of any issues, minimizing downtime and disruptions.
- Security Measures: Polaris prioritizes the security of City and patron data.
- Updates and Enhancements: Regular updates and enhancements from Polaris ensure that our library system stays current with the latest industry standards and technological advancements.

This maintenance will sustain the efficiency of our library operations and ensure that we continue to provide an optimal experience for our patrons.

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 maintain customer support for the Auburn Public Library's Polaris Integrated Library System; and

WHEREAS, Innovative Interfaces, Inc. of Ann Arbor, Michigan, has quoted a price of $43,542.88 for the annual renewal of maintenance and support and will provide these services from April 1, 2025 to March 31, 2026.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama, authorizes the City Manager to execute a contract with Innovative Interfaces, Inc. for maintenance and support at a total price of $43,542.88.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 4th day of March 2025.

_____
Mayor

ATTEST:

_____
City Manager

innovative

Part of Clarivate

Invoice

Invoice #	INV-INC38875
Date	2/18/2025
Terms	Net 30
PO #	
Due Date	3/20/2025
Currency	USD

Innovative Interfaces, Inc.
789 E. Eisenhower Parkway
Ann Arbor MI 48108
United States

Bill To
Auburn Public Library
749 E Thach Ave
Auburn AL 36830-5545
United States

Ship To
Auburn Public Library
749 E Thach Ave
Auburn AL 36830-5545
United States

Qty	Item	Start Date	End Date	Unit Price	Amount
1	**Polaris Core Bundle Maintenance – Public**	4/1/2025	3/31/2026	$25,980.51	US$25,980.51
1	**Staff User Licenses Maintenance**	4/1/2025	3/31/2026	$11,434.85	US$11,434.85
1	**Additional SIP2 Maitenance**	4/1/2025	3/31/2026	$2,279.50	US$2,279.50
1	**Staff User Licenses Maintenance**	4/1/2025	3/31/2026	$602.81	US$602.81
1	**Staff User Licenses Maintenance**	4/1/2025	3/31/2026	$412.89	US$412.89
1	**Staff User Licenses Maintenance**	4/1/2025	3/31/2026	$200.94	US$200.94
1	**Additional SIP2 Maitenance**	4/1/2025	3/31/2026	$159.32	US$159.32
1	**Polaris Outreach Services Maintenance**	4/1/2025	3/31/2026	$305.83	US$305.83
1	**RFID Integration Maintenance**	4/1/2025	3/31/2026	$740.84	US$740.84
1	**Polaris API (PAPI) Maintenance**	4/1/2025	3/31/2026	$1,425.39	US$1,425.39

Subtotal	US$43,542.88
Tax Total (0%)	US$0.00
Amount Due	US$43,542.88
Total	US$43,542.88

FEIN 94-2553274

Please remit electronically to:
Bank of America, N.A.
ABA/Routing Code: 026009593
SWIFT (USD Payments) : BOFAUS3N
SWIFT (non-USD Payments) : BOFAUS6S
Beneficiary: Innovative Interfaces Incorporated
Beneficiary Account: 1416200046

For payments remitted by check via regular mail:
Innovative Interfaces, Inc

innovative

Part of Clarivate

Invoice

Invoice #	INV-INC38875
Date	2/18/2025
Terms	Net 30
PO #	
Due Date	3/20/2025
Currency	USD

Innovative Interfaces, Inc.
789 E. Eisenhower Parkway
Ann Arbor MI 48108
United States

PO Box 74008010
Chicago, IL 60674-8010

For payments remitted by check via FedEx and/or UPS:
Bank of America Lockbox Services
Innovative Interfaces, Inc
LBX #74008010
540 W Madison, FL 4
Chicago, IL 60661

Please help fight phishing and other fraud attempts. Confirm any requests to change Innovative's payment Bank Account Details by calling your trusted contact at Innovative.

For billing inquiries contact us at:

1-510-655-6200 or pq-billing@clarivate.com

Agenda Item Summary

Item No. 8 d 4

Council Meeting Date	March 4, 2025
Department	Public Works
Submitted By	Dan Ballard
Agenda Section	Consent

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

Stivers Ford Lincoln
4000 Eastern Blvd
Montgomery, AL 36116

Description of item under consideration

Resolution authorizing the City Manager to execute a contract to purchase one (1) Ford F-550 from Stivers Ford Lincoln for a price of $73,314. The truck will be sourced via State Contract T191, Contract number 230000003416-47. We are requesting this expansion of the Maintenance Division fleet to expand our capacity to tow additional equipment to/from job sites and for split crew/split location operations.

Why is Council action needed?

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

Is this a budgeted item?: Yes

AUBURN

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

THROUGH: Keith Williams, Executive Director of Public Services

FROM: Dan Ballard, Public Works Director

DATE: February 24, 2025

SUBJECT: One (1) Ford F-550 Supercrew 4x4 Pickup Truck

The Public Works Department is requesting approval to purchase one (1) Ford F-550 Supercrew 4x4 Pickup Truck as an expansion of the Maintenance Division's rolling fleet to support its roadway and storm sewer maintenance operations, to accommodate transporting/towing additional equipment to/from job sites as well as to allow for split-crew or split location tasks.

The Public Works Department requests approval to purchase one (1) Ford F-550 Supercrew 4x4 Pickup Truck. This vehicle is to be purchased under State Contract T191 Number 230000003416-47.

VENDOR	CONTRACT PRICE
Stivers Ford Lincon	$73,314
4000 Eastern Blvd	
Montgomery, AL 36116	

In consideration of the information provided above, I recommend purchasing one F-550 Supercrew 4x4 Pickup Truck from Stivers Ford Lincoln for $73,314. I also recommend approval for up to ten percent (10%) of the contract amount ($7,331.40) as contingency to be used for unforeseen conditions.

RESOLUTION NO._____

WHEREAS, the City Council of the City of Auburn, Alabama, recognizes that it is in the best interest of the City of Auburn to purchase one (1) Ford F-550 Supercrew 4x4 Pickup Truck to be used by the Public Works Department's Maintenance Division; and

WHEREAS, State Contract T191 number 230000003416-47 establishes the price of the one (1) Ford F-550 Supercrew 4x4 Pickup Truck at $73,314.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama, does hereby authorize the City Manager to execute a contract with Stivers Ford Lincoln of Montgomery, Alabama, to purchase one (1) Ford F-550 Supercrew 4x4 Pickup Truck at a cost of $73,314, and further authorizes up to ten percent (10%) of the contract amount ($7,331.40) as contingency to be used for unforeseen conditions.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this 4th, day of March 2025.

_____
Mayor

ATTEST:

_____
City Manager

Government Dept
334-613-5000

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

Last Updated: 1/8/2025
Revision 25.0

2025 FORD F550 CREW CAB 4x4 CHASSIS CAB - MODEL W5H

CONTRACT NUMBER: 230000003418-47	FORD CAB & CHASSIS CONTRACT	CONTRACT AMOUNT: $58,118

INCLUDES: XL 660A, Super Crew 4x4, 7.3L V8 Gas Engine, 10 Spd AutoTransmission, Power Windows & Door Locks, Keyless Entry, Cruise Control, Vinyl Flooring, Vinyl 40/20/40 Seat, AM/FM Radio, Bluetooth, Rear View Camera, Trailer Brake Controller.

STATE CONTRACT PRICE (T191)		$	58,118	X
FACTORY OPTIONS				
872	Rear Camera Prep Kit	$	415	X
512	Spare Tire & Wheel	$	350	
18B	Platform Running Boards	$	445	X
87H	Heavy-Service Front Suspension Package. Recommended if Installing Heavy Bruahguard, Winch, etc....	$	125	X
86M	Dual Batteries - Included w/ Diesel Engines	$	210	
43C	120V / 400W Outlet	$	175	
76S	Remote Start	$	250	
52S	Interior Work Surface (Requires 40/20/40 Seat)	$	140	
96V	XL Chrome Package - Includes Boxlink, Chrome Hub Covers, Chrome Front & Rear Step Bumper, Fog Lamps	$	225	

OTHER OPTIONS

WHEEL BASE OPTIONS:				
178	179" Wheelbase For Body Installations - 60" Cab to Axle		NC	
203	203" Wheelbase For Body Installations - 84" Cab to Axle	$	424	X
DRIVE TRAIN OPTIONS:				
99N	7.3L V8 Gas Engine		Standard	
X48	4.88 Regular Axle (Standard w/ 7.3L Gas Engine)		Standard	
X8L	4.88 Limited Slip	$	395	
99T	6.7L V8 Diesel Engine (State Contract Diesel Option - Contract # 220000003416-48)	$	9,758	X
X3E	4.10 Regular Axle (Standard w/ 6.7L Diesel Engine)		NC	
X4N	4.10 Limited Slip Axle	$	395	X
41H	Heater, Engine Block	$	100	
TGJ	225/70Rx19.5G BSW A/P		Standard	X
TGM	225/70Rx19.5G BSW Traction	$	190	
INTERIOR OPTIONS:				
AS	40/20/40 Vinyl Seats - Medium Dark Slate (*XL*)	XL	Standard	X
LS	40/Mini-Console/40 Vinyl Seat - Medium Dark Slate (*XL*)	$	355	
1S	40/20/40 Cloth Seats - Medium Dark Slate (*XL*)	$	100	
4S	40/Mini-Console/40 Cloth Seat - Medium Dark Slate (*XL*)	$	515	
COLOR OPTIONS:				
Z1	Oxford White		NC	
HX	Antimatter Blue		NC	
M7	Carbonized Gray		NC	
UM	Agate Black		NC	X
PQ	Race Red		NC	
DR	Avalanche		NC	

Government Dept
334-613-5000

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

Last Updated: 1/8/2025
Revision 25.0

STIVERS FORD OPTIONS:

CL1	Reading Service Body Model CL108DW for 60" CA - Classic II Nine (9) Ft Steel Service Body Equipped with Three Compartments on Each Side, Recessed Frame-Mounted Rear Bumper, Powder Coat Finish, Aluminum Dish Around Fuel Cap, Signature Hidden Hinges Designed to Resist Forcible Entry, MasterLock - Steel Slide Bar That Simultaneously Locks All Compartments On One Side, 4/7 Pin Connector, Ford Camera Installed On Rear of Service Body, & Install Receiver Hitch	$	12,995	☐
CL2	Reading Service Body Model CL132DW for 84" CA - Classic II Eleven (11) Ft Steel Service Body Equipped with Four Compartments on Each Side, Recessed Frame-Mounted Rear Bumper, Powder Coat Finish, Aluminum Dish Around Fuel Cap, Signature Hidden Hinges Designed to Resist Forcible Entry, MasterLock - Steel Slide Bar That Simultaneously Locks All Compartments On One Side, 4/7 Pin Connector, Ford Camera Installed On Rear of Service Body, & Install Receiver Hitch	$	15,190	☐
LM1	Reading Latch-Matic Remote Locking System - Locks & Unlocks Up To 25 ft Away. 2 Transmitter Fobs	$	1,327	☐
SM1	Reading SpaceMaker Lids for CL108 - Provides Top-Opening Compartment w/ Additional 15% Storage Space	$	1,792	☐
SM1	Reading SpaceMaker Lids for CL132 - Provides Top-Opening Compartment w/ Additional 15% Storage Space	$	3,320	☐
TG1	Liftgate - Maxon Liftgate Intalled on Reading Service Body		Request	☐
LR1	Ladder Rack - Over the Cab 8 ft Ladder Rack	$	1,998	☐
BL1	Bedliner - Spray In Bedliner - Service Body Bed Floor & Bed Walls	$	895	☐
LED	4 Corner LED Strobe Lights	$	745	☐
EX2	Two Extra Keys	$	600	☒
FM1	Heavy Duty Rubber Floor Mats	$	199	☒
BGW	Brush Guard Bumper w/ Winch	$	2,839	☒
FB1	Reading Flatbed Pricing Available Upon Request		Request	☐

DELIVERY: State Contract Provisions for $2.00 / mile one-way _____ ☐

Delivery Address: _____

TOTAL VEHICLE (*Required*) 73,314

Customer: CITY OF AUBURN

Contact: KEVIN CALLAHAN

Phone: 334-501-3097

Email: KCALLAHAN@AUBURNALABAMA.ORG

STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (*Required*) _____

DATE (*Required*): _____

PURCHASE ORDER NUMBER: (*Required*) _____ **QUANTITY (*Required*)** 1

Agenda Item Summary

Item No. 8 e

Council Meeting Date	March 4, 2025
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Consent

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

Industrial Development Board of the City of Auburn
144 Tichnenor Avenue
Auburn, AL 36830

Description of item under consideration

Resolution accepting a public easement, as shown on the attached plat, "First Revision of a Redivision of Lots 16 and 17, Auburn Industrial Park, 2nd Revision" (AS-2025-004). The property is located at 1500 Pumphrey Avenue.

Why is Council action needed?

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

Is this a budgeted item?: N/A

RESOLUTION NO. _____

WHEREAS, it is in the best interest of the City of Auburn to accept a public easement as shown on the plat, "First Revision of a Redivision of Lots 16 and 17, Auburn Industrial Park, 2nd Revision" (AS-2025-004), on property located at 1500 Pumphrey Avenue; and

WHEREAS, the owners of the said property, the Industrial Development Board of the City of Auburn, desire to dedicate the same.

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

That the City of Auburn does hereby accept a public easement as shown on the plat, "First Revision of a Redivision of Lots 16 and 17, Auburn Industrial Park, 2nd Revision" (AS-2025-004), on property located at 1500 Pumphrey Avenue.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 4th day of March 2025.

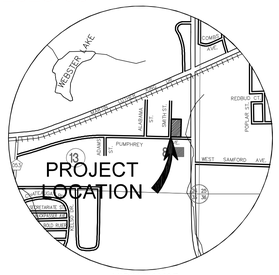
_____
Mayor

ATTEST:

_____
City Manager

Received: 2/19/2025
Case # AS-2025-004

FIRST REVISION OF A REDIVISION OF LOTS 16 AND 17, AUBURN INDUSTRIAL PARK, 2ND REVISION



VICINITY MAP
NOT TO SCALE

STATE OF ALABAMA
LEE COUNTY

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

IN WITNESS WHEREOF, I HAVE HEREONTO SET MY HAND AND SEAL ON THIS THE __ DAY OF FEBRUARY, 2025.

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

STATE OF ALABAMA
LEE COUNTY

THE INDUSTRIAL DEVELOPMENT BOARD OF AUBURN, ALABAMA, A PUBLIC CORPORATION, AS OWNER OF THE REAL PROPERTY SHOWN ON THIS PLAT HEREBY JOINS IN THE STATEMENT OF ARTHUR R. NETTLES AND CERTIFY THAT IT IS OUR PURPOSE TO SUBDIVIDE LANDS SO PLATTED INTO LOTS AS SHOWN.

IN WITNESS WHEREOF, WE HAVE HEREONTO SET MY HAND ON THIS THE ___ DAY OF FEBRUARY, 2025.

_____
ITS CHAIRMAN
DAVID DEBAETS

_____
ITS SECRETARY/TREASURER
PHILLIP DUNLAP

STATE OF ALABAMA
LEE COUNTY

I, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT DAVID DEBAETS, ITS CHAIRMAN, WHOSE NAME AS CHAIRMAN OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF AUBURN, ALABAMA, A PUBLIC CORPORATION IS SIGNED TO THE FOREGOING INSTRUMENT AND WHOSE NAME IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DATE THAT, BEING INFORMED ON THE CONTENTS OF THE INSTRUMENT, HAS EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS THE ____ DAY OF FEBRUARY, 2025.

_____
NOTARY PUBLIC:
MY COMMISSION EXPIRES:

STATE OF ALABAMA
LEE COUNTY

I, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT PHILLIP DUNLAP, ITS SECRETARY/TREASURER, WHOSE NAME AS SECRETARY/TREASURER OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF AUBURN, ALABAMA, A PUBLIC CORPORATION IS SIGNED TO THE FOREGOING INSTRUMENT AND WHOSE NAME IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DATE THAT, BEING INFORMED ON THE CONTENTS OF THE INSTRUMENT, HAS EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS THE ____ DAY OF FEBRUARY, 2025.

_____
NOTARY PUBLIC:
MY COMMISSION EXPIRES:

NOTES:

1. THIS PARCEL IS SUBJECT TO ANY EASEMENTS, RIGHT-OF-WAY, OR OTHER RESTRICTIONS OF RECORD THAT MAY EXIST.
2. BEARINGS AND ELEVATIONS BASED ON GPS RTK OBSERVATION USING AUBURN CORS. HORIZONTAL DATUM IS NAD 83 ALABAMA EAST ZONE STATE PLANE COORDINATE SYSTEM. VERTICAL DATUM IS NAVD 88.
3. NORTH IS BASED ON GRID NORTH.
4. THE SUBJECT PROPERTY'S ADDRESS IS 1500 PUMPHREY AVENUE, AUBURN, ALABAMA 36830.
5. FIELDWORK COMPLETED JUNE 16, 2021. OFFICEWORK COMPLETED FEBRUARY 18, 2025.
6. NO PERMANENT STRUCTURES MAY BE CONSTRUCTED OR PLACED ON EASEMENTS. FENCES MAY BE ERECTED PERPENDICULARY ACROSS THE EASEMENT PROVIDED THERE IS A MINIMUM 12' WIDE ACCESS GATE INSTALLED. IF THE GATE IS TO BE LOCKED, THERE MUST BE A CITY APPROVED LOCK INSTALLED IN CONJUNCTION WITH THE OWNER'S LOCK. NO CANOPY TREES SHALL BE PLANTED WITHIN TEN (10) FEET OF UTILITIES.
7. BY PLACING OBSTRUCTIONS WITHIN OR ENCROACHING ONTO THE EASEMENT, THE PROPERTY OWNER DOES FOR ITSELF, ITS SUCCESSORS AND ASSIGNS AGREE TO HOLD HARMLESS AND DEFEND THE CITY OF AUBURN, ITS OFFICIALS, REPRESENTATIVES, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ALL LIABILITY AND LOSS WHICH MAY BE SUSTAINED AS A RESULT OF CLAIMS, DEMANDS, COSTS OR JUDGEMENTS ARISING OUT OF THE LOCATION OF THE OBSTRUCTION WITHIN THE EASEMENT INCLUDING ITS REASONABLE COSTS IN DEFENDING AGAINST ANY SUCH CLAIMS AND FURTHER AGREES TO RELEASE AND DISCHARGE THE CITY OF AUBURN FROM ANY DAMAGES TO THE OBSTRUCTION ARISING FROM UTILITY MAINTENANCE WORK WITHIN THE EASEMENT OR ANY DAMAGES TO THE OBSTRUCTION RESULTING FROM ITS PLACEMENT IN THE EASEMENT.
8. BY PLACING ANY PORTION OF AN IRRIGATION SYSTEM WITHIN THE EASEMENTS OR RIGHT OF WAY, THE PROPERTY OWNER DOES FOR ITSELF , ITS SUCCESSORS AND ASSIGNS AGREES TO HOLD HARMLESS AND DEFEND THE CITY OF AUBURN, ITS OFFICIALS, REPRESENTATIVES, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ALL LIABILITY AND LOSS WHICH MAY BE SUSTAINED AS A RESULT OF CLAIMS, DEMANDS, COST OR JUDGMENTS ARISING OUT OF THE LOCATION OF THE OBSTRUCTION WITHIN THE EASEMENTS OR RIGHT OF WAY INCLUDING ITS REASONABLE COST IN DEFENDING AGAINST ANY SUCH CLAIMS – THE PROPERTY OWNER FURTHER AGREES TO RELEASE AND DISCHARGE THE CITY OF AUBURN FROM ANY DAMAGES TO THE IRRIGATION SYSTEM ARISING FROM ANY WORK OR MAINTENANCE WORK WITHIN THE GRANTED EASEMENT OR RIGHT OF WAY OR ANY DAMAGES TO THE IRRIGATIONS SYSTEM RESULTING FROM ITS PLACEMENT WITHIN THE EASEMENT OR RIGHT OF WAY – IRRIGATION SYSTEMS ARE LIMITED TO ONLY LATERALS BEING PLACED WITHIN ANY EASEMENTS OR RIGHT OF WAY.
9. THE PROPERTY IS LOCATED ON THE FEMA MAPS UNDER PANEL 0182G MAP NO. 01081C0182G, EFFECTIVE AS OF NOVEMBER 2, 2011, SHOWS THE PROPERTY IS IN THE FLOOD ZONE X, WHICH HAS 0.2% ANNUAL CHANCE OF FLOOD.
10. THE PURPOSE OF THIS PLAT IS TO CONSOLIDATE TWO PARCELS INTO ONE AND TO ADD A PUBLIC UTILITY EASEMENT.

CITY OF AUBURN, ALABAMA:

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

PLANNING DIRECTOR:_____ DATE:_____

APPROVED BY THE AUBURN CITY ENGINEER:

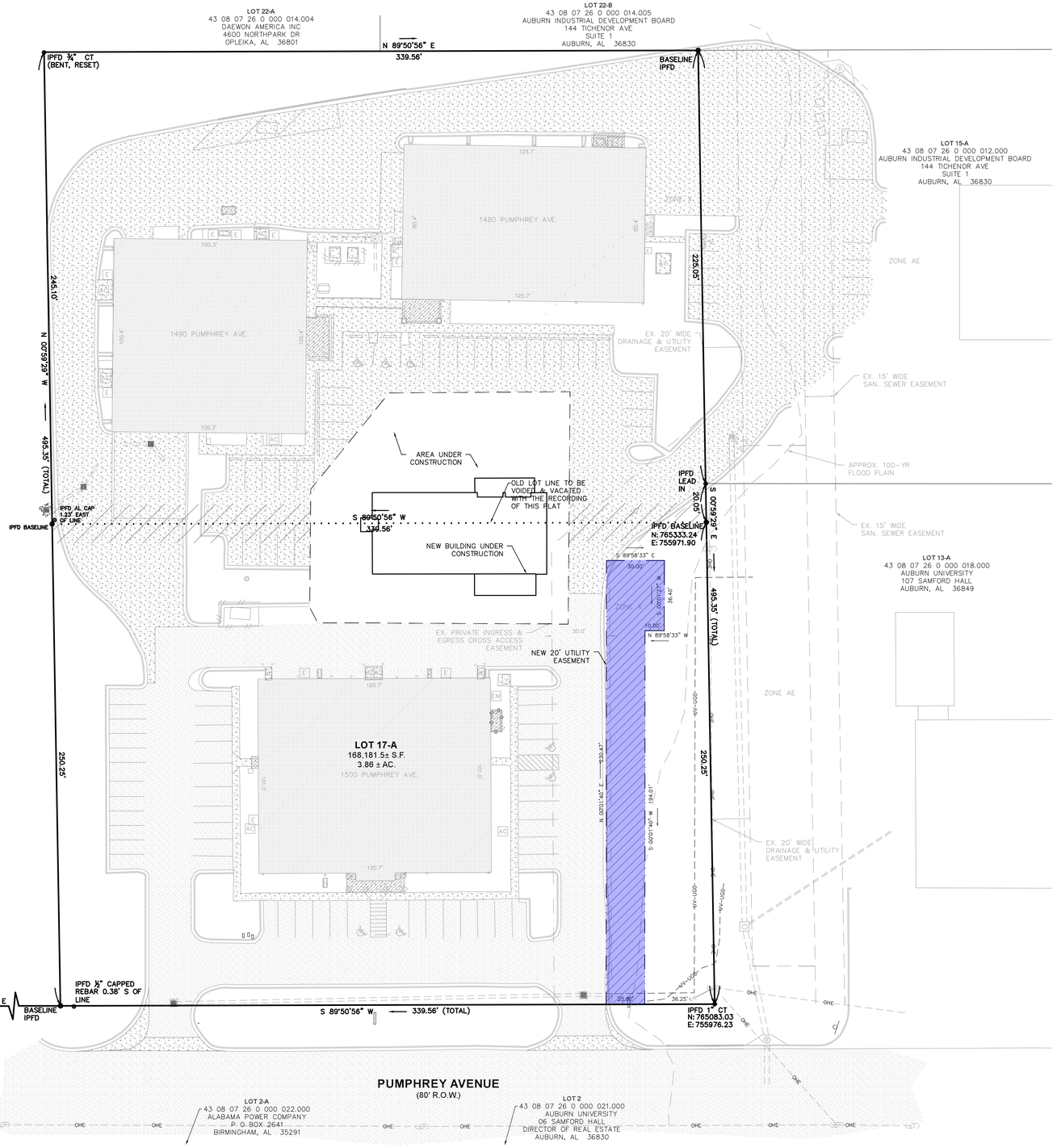
CITY ENGINEER: _____ DATE:_____

APPROVED BY THE AUBURN CITY COUNCIL, AUBURN, ALABAMA:

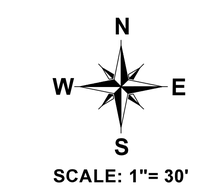
MAYOR:_____ DATE:_____

LOT 18
43 08 07 26 0 000 014.000
ESTATE GARDENING LLC
4 BRIARWOOD CT
AUBURN, AL 36832

LOT 16
43 08 07 26 0 000 016.000
2002 YARBROUGH DR
OPELIKA, AL 36801



Utility Easement



SCALE: 1"= 30'

30 15 0 30 60
SCALE IN FEET

LEGEND

BASELINE	PLASTIC CAP ON THE TOP OF 5/8" REBAR BEARING BASELINE SURVEYING & DESIGN, LLC'S ALABAMA LAND SURVEYING CERTIFICATE OF AUTHORIZATION NUMBER CA-922
●	IRON PIN FOUND
○	IRON PIN OR NAIL SET
CAS	EXISTING GAS LINE (SERVICE LINE)
UGE	EXISTING UNDERGROUND ELECTRIC LINES
OHE	EXISTING OVERHEAD ELECTRIC LINES
E	EXISTING ELECTRICAL TRANSFORMER/ SWITCHBOX
D	EXISTING STORM DRAIN MANHOLE
	EXISTING STORM DRAIN GRATE
AC	EXISTING AIR CONDITIONING UNIT
	EXISTING GROUND LIGHT
	EXISTING LIGHTPOLE
	EXISTING POWER POLE AND GUY WIRE
	EXISTING SIGN
	ASPHALT PAVEMENT
	CONCRETE PAVEMENT
	EXTENTS OF LANDSCAPED/MULCHED BED
	WOOD PRIVACY FENCE
	CHAINLINK FENCE

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

THIS DRAWING IS THE PROPERTY OF BASELINE SURVEYING & DESIGN, LLC. THIS DRAWING IS NOT TO BE USED BY ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE NOT EXPRESSLY AUTHORIZED BY BASELINE SURVEYING & DESIGN, LLC. IT IS NOT TO BE REPRODUCED IN WHOLE OR IN PART WITHOUT THE EXPRESSED CONSENT EITHER WRITTEN OR VERBAL FROM BASELINE SURVEYING & DESIGN, LLC

JOB NO	B13421.01
DRAWN	CMS/LAS
CREW CHIEF	BGC

2004 Yarbrough Drive, Ste A
Opelika, Alabama 36801
Phone: (334) 444-4500
Web:www.baseline-llc.com
BASELINE SURVEYING & DESIGN, LLC

FIRST REVISION OF A REDIVISION OF LOTS 16 AND 17, AUBURN INDUSTRIAL PARK, 2ND REVISION
SEC. 26 T 19 N Rg 25 E
AUBURN LEE COUNTY ALABAMA
SCALE: 1"= 30' FEBRUARY 18, 2025
ARTHUR R. NETTLES, AL. P.L.S. REG. NO. 23346
ALABAMA CERT. OF AUTH. CA. NO. 922

Agenda Item Summary

Item No. 8 f 1

Council Meeting Date	March 4, 2025
Department	Office of the City Manager
Submitted By	Megan McGowen
Agenda Section	Consent

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

City of Auburn
Citizens of Auburn

Description of item under consideration

Resolution appointing two (2) individuals to the Commercial Development Authority for terms of office beginning March 16, 2025, and ending March 15, 2029.

Why is Council action needed?

Members of the Commercial Development Authority are appointed by the City Council in accordance with the provisions of Section 11-54-176 of the Code of Alabama.

Is this a budgeted item?: N/A

RESOLUTION NO. _____

BE IT RESOLVED by the City Council of the City of Auburn, Alabama, in accordance with Section 11-54-176, of the Code of Alabama that _____ and _____ are hereby appointed members of the Commercial Development Authority of the City of Auburn for regular terms of office beginning March 16, 2025, and ending March 15, 2029.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this 4th day of March 2025.

_____
Mayor

ATTEST:

_____
City Manager

Agenda Item Summary

Item No. 8 f 2

Council Meeting Date	March 4, 2025
Department	Office of the City Manager
Submitted By	Megan McGowen
Agenda Section	Consent

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

City of Auburn
Citizens of Auburn

Description of item under consideration

Resolution appointing five (5) individuals to the Citizens Advisory Committee of the Metropolitan Planning Organization for terms of office beginning March 9, 2025, and ending March 8, 2029.

Why is Council action needed?

Members of the Metropolitan Planning Organization Citizens Advisory Committee are appointed by the City Council per Section 3.0 of the Public Involvement Procedures for Transportation Planning.

Is this a budgeted item?: N/A

RESOLUTION NO. _____

WHEREAS, The Intermodal Surface Transportation Efficiency Act requires that the Metropolitan Planning Organization of Auburn-Opelika have a proactive mechanism to involve citizen participation in the transportation planning process; and

WHEREAS, Section 3.0 of the Public Involvement Procedures for Transportation Planning requires that the City Council of the City of Auburn appoint five (5) members to a Citizens Advisory Committee.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Auburn, Alabama, in accordance with Section 3.0 of the Public Involvement Procedures for Transportation Planning that the following individuals be and hereby are appointed members of the Metropolitan Planning Organization Citizens Advisory Committee for terms of office beginning March 9, 2025, and expiring March 8, 2029:

_____

_____

_____

_____

_____

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 4th day of March 2025.

_____
Mayor

ATTEST:

_____
City Manager

Agenda Item Summary

Item No. 10 a

Council Meeting Date	March 4, 2025
Department	Parks and Recreation
Submitted By	Alison Hall
Agenda Section	Resolutions

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

Gonzalez-Strength & Associates, Inc.
1550 Woods of Riverchase Drive, Suite 200
Hoover, AL 35244

Description of item under consideration

Resolution authorizing the City Manager to execute a contract in the amount of $276,327 with Gonzalez-Strength & Associates, Inc. for surveying, engineering, and landscape architecture services, to complete the Auburn Softball Complex and Wire Road Soccer Complex Artificial Turf Project.

Why is Council action needed?

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

Is this a budgeted item?: Yes

AUBURN

MEMORANDUM

TO: Megan McGowen Crouch, City Manager

THROUGH: Keith Williams, Executive Director of Public Services

FROM: Alison S. Hall, Parks and Recreation Director

DATE: February 24, 2025

SUBJECT: Auburn Softball Complex & Wire Road Soccer Complex Artificial Turf Project

The Parks and Recreation Department is requesting City Council approval to enter a contract with Gonzalez-Strength & Associates, Inc. for design services on the Auburn Softball Complex and Wire Road Soccer Complex Artificial Turf Project. The purpose of this project is to remove the grass and install an artificial turf field on the infields at the Auburn Softball Complex and replace the grass with artificial turf on field 11 (practice field) at the Wire Road Soccer Complex.

The City of Auburn received a proposal from Gonzalez-Strength & Associates, Inc. for the costs for surveying, engineering, and landscape architecture services, to complete the Auburn Softball Complex and Wire Road Soccer Complex Artificial Turf Project. The following proposal was received on February 3, 2025:

Contractor:	Contract Price:
Gonzalez-Strength & Associates, Inc. 1550 Woods of Riverchase Drive, Suite 200 Hoover, AL 35244	$276,327

In consideration of the proposal received, the approved budget, and the necessity of this work, I recommend execution of a contract with Gonzalez-Strength & Associates, Inc. in the amount of $276,327 for this project. I also recommend approval for up to ten percent (10%) of the contract amount ($27,632) as contingency to be used for unforeseen conditions.

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Auburn has determined that it is in the best interest of the City of Auburn to request a proposal for the costs for surveying, engineering, and landscape architecture services, to complete the Auburn Softball Complex and Wire Road Soccer Complex Artificial Turf Project; and

WHEREAS, plans and specifications for the proposed project were developed by Gonzalez-Strength & Associates, Inc. in coordination with City of Auburn staff; and

WHEREAS, the City of Auburn received a proposal from Gonzalez-Strength & Associates, Inc. for the costs for surveying, engineering, and landscape architecture services, to complete the Auburn Softball Complex and Wire Road Soccer Complex Artificial Turf Project in the amount of $276,327; and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama, does hereby authorize the City Manager to execute a contract with Gonzalez-Strength & Associates, Inc. for the costs for surveying, engineering, and landscape architecture services, to complete the Auburn Softball Complex and Wire Road Soccer Complex Artificial Turf Project for $276,327 and further authorizes up to ten percent (10%) of the contract amount ($27,632) as contingency for unforeseen conditions.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 4th day of March 2025.

_____
Mayor

ATTEST:

_____
City Manager

GONZALEZ - STRENGTH & ASSOCIATES, INC.
an LJA company

CIVIL ENGINEERING • TRANSPORTATION ENGINEERING • LAND SURVEYING • LAND PLANNING • LANDSCAPE ARCHITECTURE
PIPELINE ENGINEERING • PIPELINE SURVEYING

February 3, 2025

Alison Hall, Parks & Recreation Director
City of Auburn
144 Tichenor Ave.
Auburn, AL 36830

Re: Proposal for Surveying, Engineering, & Landscape Architecture Services
Auburn Soccer Complex Practice Field & Auburn Softball Complex Renovation
Auburn, AL
Job #24-0556

Dear Alison:

We sincerely appreciate this opportunity to provide Surveying, Engineering, Landscape Architecture services. We have outlined our proposal based on the information provided. It is our understanding the soccer complex site is located between Soccer Field # 8 and the new Recreation Building. The Auburn Softball Complex is located off US Hwy 27, near I-85. Please see the attached Estimate of Probable Cost and Site Maps for the two study areas.

Surveying Services

Land Surveying

a. Existing Auburn Soccer Complex
   Survey of area in and around proposed Practice field. Please see attached Exhibits
b. Existing Auburn Softball Complex- Includes the utility locations.
   Please see attached Exhibits

Engineering Services

Soccer & Softball

Construction Documents

a. Site Layout Plans
b. Site Demolition Plans
c. Site Grading and Storm Drainage Plan
d. Site Utilities Plan (Soccer only)
e. Section and Details
f. Erosion Control & Sedimentation Plan

Landscape Architecture Services

Soccer & Softball

1. **Hardscape Construction Documents**
   a. Schematic Plans
   b. Subsurface Grading Plans
   c. Surface Grading Plans
   d. Layout and Materials Plans
   e. Hardscape Details

2. **Landscape Construction Documents**
   a. Schematic Plans
   b. Landscape Plans
   c. Landscape Details

Note: Any adjustments to the existing irrigation to be by Irrigation Contractor.

Construction Administration

(Assumes a 6- 8-month construction period)

a. Bid Assistance/ Change Order
b. Shop Drawing Reviews and Approvals
c. Monthly Field Inspections and Reports
    1. Progress Reports
    2. Pay for Application - Review and Approval
d. Site Visits at Key Points in Construction
e. Final Punch List – One (1) Site Visit
    (Note: If additional site visits are requested, they will be billed on an hourly basis)

Lump Sum Total: $276,327

Exclusions

For ALTA/ACSM Asbuilt or Topographic Surveys, the above price includes addressing one round of Attorney comments and one version of the Title Policy. Additional comments or versions of the Title Policy shall be charged as "Additional Services" in accordance with the rate schedule attached.

Land surveying services do not include title searches or title commitments. All utilities, easements, utility right of ways, restrictions, covenants, and related items shown on the survey are subject to field verification by the appropriate utility company, owner provided title commitment, and underground exploration.

Surveying, Engineering, and Landscape Architecture fees do not include the following EXCEPT as specified in the previous sections:

Building permit fees, filing fees, inspection fees, plan review fees, submittal fees, legal advertisements, tap fees, irrigation plan, septic system design, percolation testing, health department submittal and/or plan, construction staking, excavating utilities to determine exact elevation, title commitments, estimate of probable cost, lift station design, D.O.T. Drawings and Permitting, N.P.D.E.S. Permitting, permitting fees, rare and endangered species investigation, flood study, FEMA map amendments, renderings, retaining wall design, soils testing, slope design and/or stability analysis, pavement design, geotechnical investigation, structural design, NPDES storm water testing, subdivision plat, record map, traffic study, traffic control plan, off-site utility design, wetlands delineation, wetlands mitigation, rezoning/variances request, attendance or participation in public hearings, additional services, related reimbursable items, and any other items not specifically mentioned in this proposal.

Hourly Additional Services

Hourly items of work and any additional services performed outside the scope of this proposal may be billed on an hourly basis in accordance with the rate schedule below:

Principal	*$250/hr.*	*Professional Land Surveyor*	*$120/hr.*
Senior Project Manager	*$180/hr.*	*Survey Crew*	*$200/hr.*
Engineering Project Manager	*$165/hr.*	*Survey Crew – Overtime*	*$225/hr.*
Engineer III	*$130/hr.*	*Drone LiDAR*	*$300/hr*
Engineer II	*$115/hr.*	*Terrestrial Scanner*	*$200/hr*
Engineer I	*$100/hr.*	*Senior Inspector*	*$ 90/hr.*
CAD Designer II	*$100/hr.*	*Inspector – Level II*	*$ 70/hr.*
CAD Designer I	*$ 80/hr.*	*Inspector – Level I*	*$ 60/hr.*
Land Planner	*$225/hr.*	*Coordinator*	*$ 75/hr.*
Landscape Project Manager	*$150/hr.*	*Administrative/Courier*	*$ 40/hr.*
Landscape Architect III	*$130/hr.*	*Intern*	*$ 40/hr.*
Landscape Architect II	*$115/hr.*		
Landscape Architect I	*$100/hr.*		

NOTE: Survey Crew time will be billed from Portal to Portal

Reimbursables and Expenses

All printing, blueprinting, color printing, reproducible mylars or sepias, multiple copying, carrier shipping, faxes, electronic media, travel expenses, lodging, and miscellaneous job-related expenses, plan review fees, filing fees, legal advertisement fees, etc. will be charged at cost plus 10%. Mileage will be billed based on IRS annual standard mileage rates in effect at the time incurred.

Indemnification

Gonzalez-Strength & Associates, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold Client harmless against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising from its own negligent acts, errors or omissions, or willful misconduct in the performance of its services under this Agreement. Nothing herein shall be construed to require indemnification for Client's sole negligence.

No Personal Liability

The Client agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of Gonzalez-Strength and Associates, Inc. shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Payment Terms

All undisputed payments are due upon receipt; invoices are based upon the percentage of work completed. Your obligation to pay for services rendered by Gonzalez-Strength & Associates, Inc. is in no way dependent upon your ability to obtain financing, obtaining approvals from any governmental or regulatory agencies, real estate closing, receipt of payment from other parties or upon your successful completion of the project. If an undisputed payment due is not received within thirty (30) days from date of invoice, the amounts due shall automatically include a late charge of 1½% per month, calculated from said thirtieth (30th) day. Should Gonzalez-Strength & Associates, Inc. incur any/all fees for collection of undisputed payments, the amount owed to Gonzalez-Strength & Associates, Inc. shall include any and all said fees. Failure to make payment within sixty (60) days shall constitute a waiver of the right to dispute the accuracy and appropriateness of the invoice. In addition, Gonzalez-Strength & Associates, Inc. reserves the right to suspend services under this agreement until such time as payment in full for all amounts due for services rendered and expenses incurred has been received.

Credit Card Payments

We accept VISA, MasterCard, and Discover credit card payments for services billed, along with single use account, and ACH or checks are acceptable with information provided. To clients who wish to use their credit card or pay by single use account, there will be a 3% convenience fee for each invoice that is being paid. If the client wishes to pay only with credit card payments, it will be noted on the account and all invoices will include the 3% convenience fee. If the credit card is charged back, there will be an additional $25.00 finance charge for every charge back that is incurred.

This proposal has been prepared with the understanding that the selection of our firm to perform these professional services is based upon the qualifications and experience of Gonzalez-Strength & Associates, Inc., and not solely upon the fee for services proposed. We will gladly address any questions regarding the technical scope, and/or schedule of fees for this proposal. We will begin our services upon receiving the signed proposal. You may authorize us to proceed with our services by your signature in the space provided below.

Sincerely,

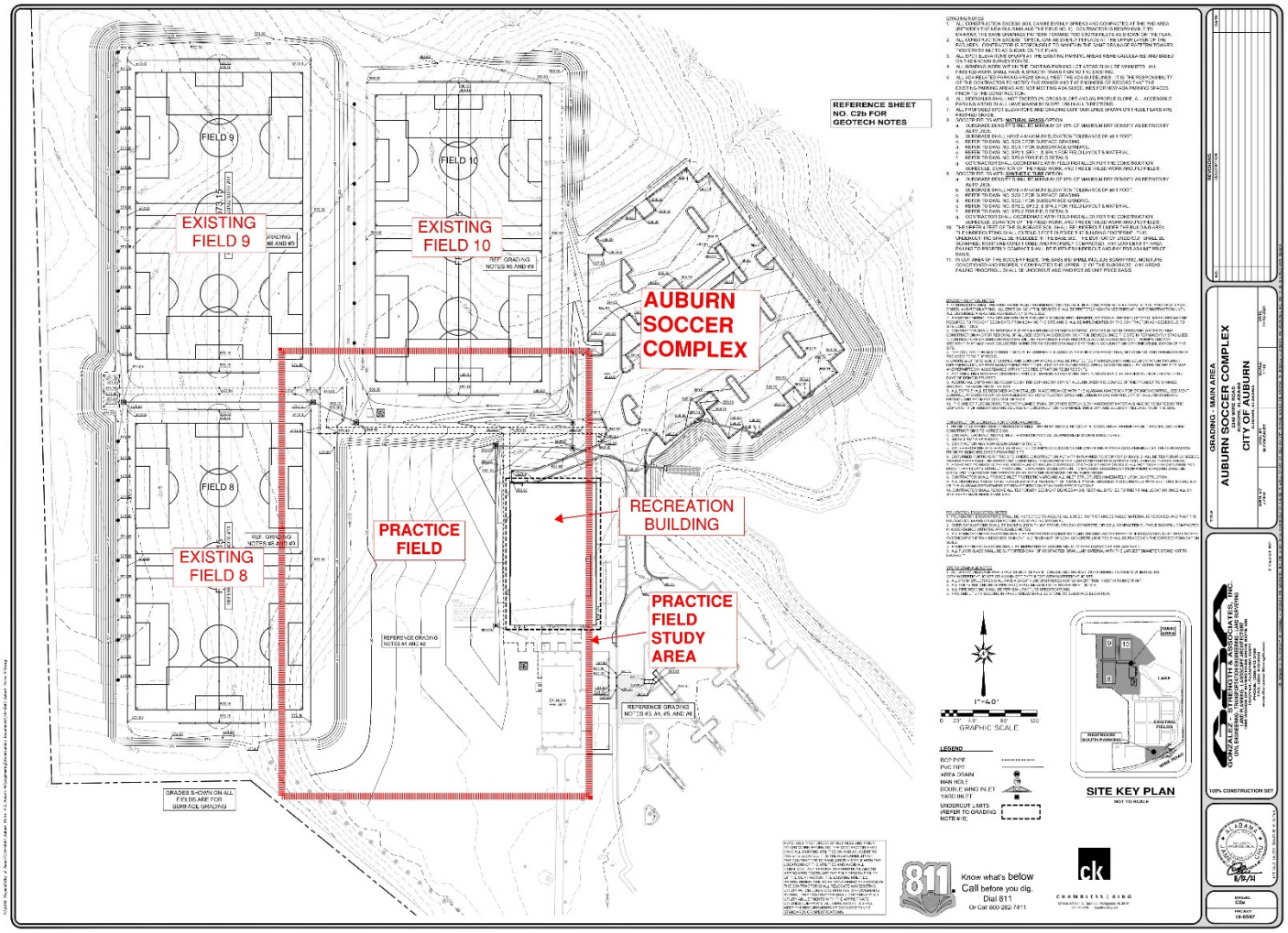
Robbin Gregory, PLA, ASLA, Director of Planning & Landscape Architecture
For Gonzalez-Strength & Associates, Inc.

Mark R. Gonzalez, P.E., Vice President
For Gonzalez-Strength & Associates, Inc.

Encl: Site Maps+
Consultant Contract Provisions

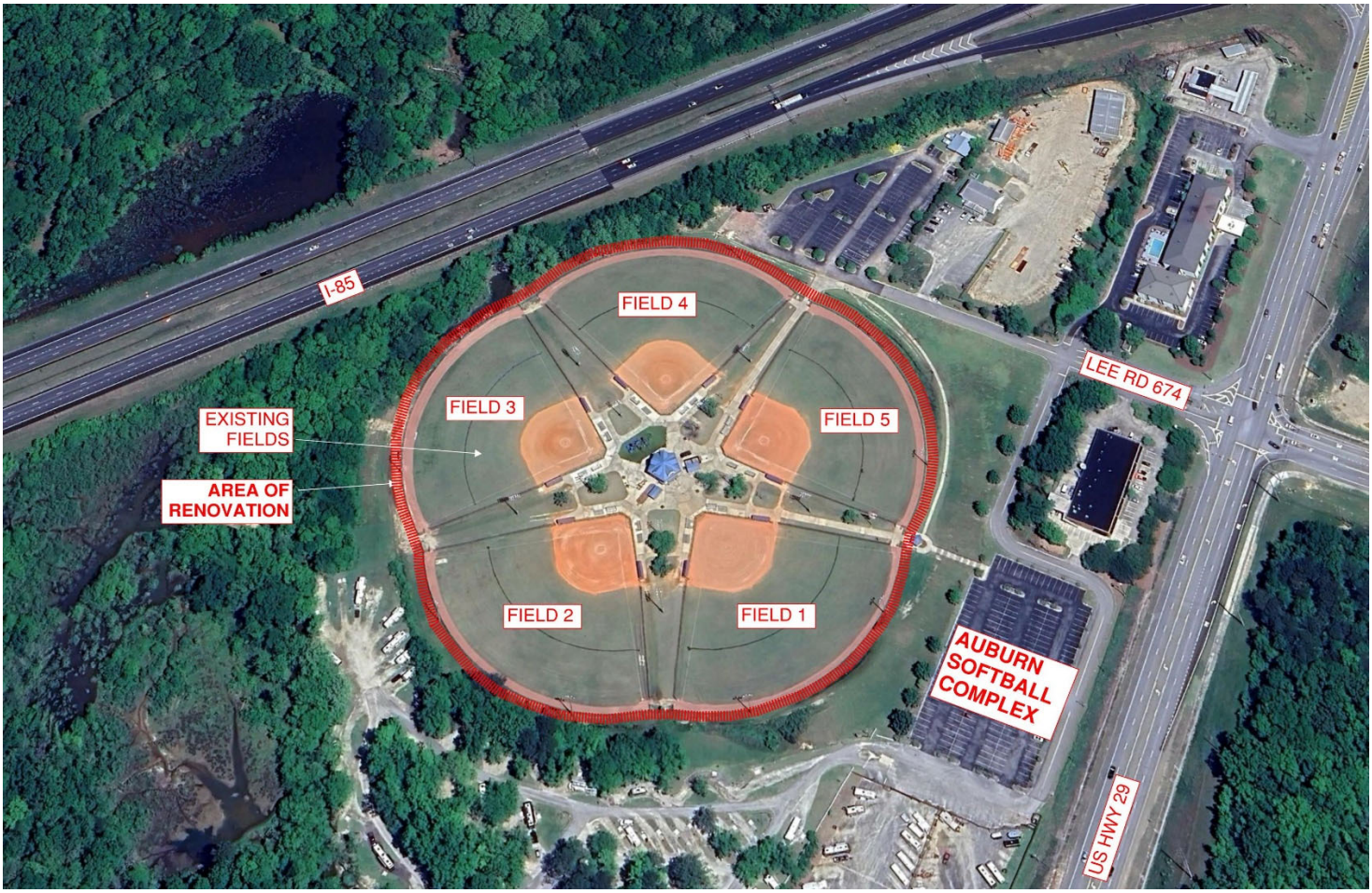
Auburn Soccer Complex Practice Field
Site Map

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1550 Woods of Riverchase Drive, Suite 200, Hoover, Alabama 35244
205-942-2486 Fax: 205-942-3033

Auburn Softball Complex
Site Map



1550 Woods of Riverchase Drive, Suite 200, Hoover, Alabama 35244
205-942-2486 Fax: 205-942-3033

GONZALEZ-STRENGTH & ASSOCIATES, INC.
1550 WOODS OF RIVERCHASE DRIVE SUITE 200 HOOVER, AL 35244
GSA Project No. 24-0556
Assumptions/Notes: **Date: 01.28.25**
1. A contigency of 8% has been added at this time.
2. Doesn't include Contractor's OH&P.
3. This is an estimate only

CITY OF AUBURN
ESTIMATE OF PROBABLE COST
SOCCER PRACTICE FIELD & SOFTBALL COMPLEX RENOVATION

AUBURN SOCCER PRACTICE FIELD					
SITE					
ITEM	QUANTITY	UNIT	UNIT COST	SUBTOTAL	TOTAL
Mobilization	1	ls	$5,000.00	$5,000.00	
BMPs	1	ls	$5,600.00	$5,600.00	
Clearing, Grubbing & Demolition	1	ls	$5,600.00	$5,600.00	
Grading/ Earthwork	1	ls	$28,000.00	$28,000.00	
Drainage Inlets	1	ls	$36,000.00	$36,000.00	
Drainage Piping	1	ls	$56,000.00	$56,000.00	
SITE SUBTOTAL				**$136,200.00**	
FIELD IMPROVEMENTS					
ITEM	QUANTITY	UNIT	UNIT COST	SUBTOTAL	TOTAL
Sidewalk (Reinforced Concrete)	216	sf	$7.50	$1,620.00	
6' Ht. Fence (For larger field) - Opt B	371	lf	$30.00	$11,130.00	
Netting and Poles	1	ls	$80,000.00	$80,000.00	
Synthetic Turf Field (Larger Size)	66,980	sf	$10.50	$703,290.00	
Synthetic Turf Field (Lighting)	1	LS	$75,000.00	$75,000.00	
Flagpole - 50' Ht.	1	LS	$25,000.00	$25,000.00	
Field 10 Stairs/ Plaza	1	LS	$44,000.00	$44,000.00	
FIELD IMPROVEMENTS SUBTOTAL				**$940,040.00**	
SOCCER PRACTICE FIELD SUMMARY					
SOCCER PRACTICE FIELD SUBTOTAL					**$1,076,240.00**
DESIGN FEE (10%)					**$107,624.00**
SOCCER FIELD CONTINGENCY (8%)					**$86,099.20**
SOCCER PRACTICE FIELD GRAND TOTAL					**$1,269,963.20**

AUBURN SOFTBALL COMPLEX RENOVATION					
SITE					
ITEM	QUANTITY	UNIT	UNIT COST	SUBTOTAL	TOTAL
Mobilization	1	ls	$5,000.00	$5,000.00	
BMPs	1	ls	$10,000.00	$10,000.00	
Demolition - Baseball Size Infields - Opt B	3244	cy	$22.00	$71,368.00	
Demolition - Dugouts	10	ea	$3,000.00	$30,000.00	
Drainage Inlets	1	ls	$5,000.00	$5,000.00	
Drainage Piping	1	ls	$7,700.00	$7,700.00	
Concrete Sidewalk Demo above proposed piping	160	sf	$5.00	$800.00	
SITE SUBTOTAL					**$129,868.00**
FIELD IMPROVEMENTS					
ITEM	QUANTITY	UNIT	UNIT COST	SUBTOTAL	TOTAL
Dugouts - 14' x 20'	10	ea	$10,000.00	$100,000.00	
Backstop Wall - 2' Ht. Concrete Block	825	lf	$30.00	$24,750.00	
Backstop Wall Pads	5	ea	$6,000.00	$30,000.00	
Netting - 20' Ht.	5	ea	$45,000.00	$225,000.00	
Foul Poles - 20' Ht.	10	ea	$7,500.00	$75,000.00	
Fencing - Chainlink @ 6' Ht.	2515	lf	$30.00	$75,450.00	
Fencing - Chainlink @ 8' Ht.	2475	lf	$35.00	$86,625.00	
Synthetic Turf Field (Baseball Size Infield) - Opt B	87585	sf	$10.50	$919,642.50	
Miscellaneous Field Equipment (Bases, Pads, etc)	1	ls	$10,000.00	$10,000.00	
Concrete Sidewalk Concrete Repair Above Piping	160	sf	$7.50	$1,200.00	
Landscaping - Trees	1	ls	$9500.00	$9,500.00	
FIELD IMPROVEMENTS SUBTOTAL					**$1,557,167.50**
SOFTBALL COMPLEX RENOVATION SUMMARY					
SOFTBALL FIELD RENOVATION SUBTOTAL					**$1,687,035.50**
DESIGN FEE (10%)					**$168,703.00**
SOFTBALL COMPLEX RENOVATION CONTINGENCY (8%)					**$134,962.84**
SOFTBALL COMPLEX RENOVATION GRAND TOTAL					**$1,990,701.34**

AUBURN SOCCER PRACTICE FIELD & SOFTBALL COMPLEX RENOVATION OVERALL SUMMARY					
ITEM					TOTAL
SOCCER PRACTICE FIELD TOTAL					**$1,269,963.20**
SOFTBALL COMPLEX RENOVATION TOTAL					**$1,990,701.34**
SOCCER PRACTICE FIELD & SOFTBALL COMPLEX RENOVATION GRAND TOTAL					**$3,260,664.54**

CONSULTANT CONTRACT PROVISIONS
2021

1. **CONTRACT –** These Contract Provisions and the accompanying Proposal constitute the full and complete Agreement between the parties and may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Contract Provisions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Contract Provisions shall govern.

2. **RIGHT OF ENTRY –** When entry to property is required for the CONSULTANT to perform its services, the Client agrees to obtain legal right-of-entry on the property.

3. **DOCUMENTS –** All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by CONSULTANT are instruments of CONSULTANT's service that shall remain CONSULTANT's property. The Client agrees not to use CONSULTANT-generated documents for marketing purposes, for projects other than the project for which the documents were prepared by CONSULTANT, or for future modifications to this project, without CONSULTANT's express written permission.

   Any reuse or distribution to third parties without such express written permission or project-specific adaptation by CONSULTANT will be at the Client's sole risk and without liability to CONSULTANT or its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors. Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless CONSULTANT from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.

4. **DISPOSAL OF SAMPLES –** CONSULTANT will discard samples upon completion of the work covered under this Agreement, unless the Client instructs otherwise in writing.

5. **HAZARDOUS MATERIALS –** The scope of CONSULTANT's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

6. **CONSTRUCTION PHASE SERVICES –** If CONSULTANT performs any services during the construction phase of the project, CONSULTANT shall not supervise, direct, or have control over Contractor's work. CONSULTANT shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. CONSULTANT does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

7. **STANDARD OF CARE –** CONSULTANT and its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by design professionals providing similar services. Client agrees that services provided will be rendered without any warranty, express or implied.

   CONSULTANT shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

8. **OPINION OF PROBABLE COSTS –** When required as part of its work, CONSULTANT will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by CONSULTANT hereunder will be made on the basis of CONSULTANT's experience and qualifications and will represent CONSULTANT's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that CONSULTANT does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

9. **SUSPENSION OF WORK –** The Client may, at any time, by written notice, suspend further work by CONSULTANT. The Client shall remain liable for, and shall promptly pay CONSULTANT for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on Client's behalf.

   Client shall pay CONSULTANT pursuant to the rates and charges set forth in the Proposal. CONSULTANT will submit monthly invoices to Client for services rendered and expenses incurred. If Client does not pay invoices within thirty (30) days of submission of invoice, CONSULTANT may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold CONSULTANT harmless from any claim or liability resulting from such suspension.

10. **CHANGES OR DELAYS –** Unless the accompanying Proposal provides otherwise, the proposed fees constitute CONSULTANT's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made. Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information, or if CONSULTANT's failure to perform is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of CONSULTANT. Temporary work stoppage caused by any of the above may result in additional cost beyond that outlined in the accompanying Proposal.

11. **LIABILITY –** RESERVED.

12. **CONFLICTS OF INTEREST –** This assignment may involve parties with adverse interests to clients with whom CONSULTANT has current or past relationships. It is CONSULTANT policy to make reasonable attempts to identify such relationships prior to acceptance of a professional assignment, but CONSULTANT cannot assure that conflicts or perceived conflicts will not arise, and CONSULTANT does not accept responsibility for such occurrences.

13. **REIMBURSABLE EXPENSES –** CONSULTANT will bill direct nonpayroll expenses at cost plus 10%. Direct expenses include all reasonable expenses resulting from required responses to subpoenas or court orders related to work under the Contract.

14. **MISCELLANEOUS**
   Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Alabama. Legal action arising from the performance of this contract will be filed in the Circuit Court of Lee County, Alabama located in Opelika, Alabama or the Federal District Court for the Middle District of Alabama – Eastern Division located in Opelika, Alabama.
   Invalid Terms: In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.
   Mediation: The Client and CONSULTANT agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.
   CONSULTANT Reliance: CONSULTANT shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.
   Certifications: CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT's having to certify, guaranty, or warrant the existence of conditions that CONSULTANT cannot ascertain.
   Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or CONSULTANT. CONSULTANT's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against CONSULTANT because of this Agreement or CONSULTANT's performance of services hereunder.
   Consequential Damages: Neither the Client nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.
   Force Majeure: The CONSULTANT shall not be responsible for delays caused by factors beyond the CONSULTANT'S reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of the CONSULTANT'S services or work product, or delays caused by performance by the Client or by contractors of any level. When such delays beyond the CONSULTANT'S reasonable control occur, the Client agrees that the CONSULTANT shall not be responsible for damages, nor shall the CONSULTANT be deemed in default of this Agreement

15. **INSURANCE** CONSULTANT will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance, and professional services insurance. If required by law, CONSULTANT will carry statutory workers compensation insurance and employer's liability coverage with limits of, at a minimum, $500,000.00 each accident, $500,000.00 disease – each employee and $500,000.00 disease – policy limit. If the

CONSULTANT is not required by law to carry workers' compensation insurance, the CONSULTANT is responsible for any medical/disability expenses incurred by the CONSULTANT arising out of its performance of this agreement. Limits of liability for automobile liability insurance shall be, at a minimum, $1,000,000.00 combined single limit. Limits of liability for general liability insurance shall be, at a minimum, $1,000,000.00 per occurrence, $1,000,000.00 personal and advertising injury, $1,000,000.00 general aggregate and $1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability. Limits of liability for professional services insurance shall be, at a minimum, $2,000,000.00 per occurrence or claim and $2,000,000.00 aggregate. If general liability insurance and/or professional services insurance is on a claims-made basis, CONSULTANT will maintain coverage for two (2) years following the completion of work specified in this agreement at the limits specified in this paragraph. CONSULTANT is responsible for the payment of any deductibles or self-insured retentions and for the payment of any medical or disability benefits to employees whose injuries arise out of and in the course of their employment. CONSULTANT's insurance shall be primary. If the CONSULTANT carries greater coverage limits than those specified, those limits will apply.

The certificate of insurance shall provide the City of Auburn, Alabama (City) with thirty (30) days written notice of cancellation of any of the coverages named in said certificate with waivers of subrogation in favor of the City for each of the coverages listed on the certificate of insurance.

The City will be named as an additional insured under CONSULTANT's general liability insurance and automobile liability insurance policies or shall carry a blanket Additional Insured endorsement in satisfaction of this requirement. Firm shall provide copies of additional insured endorsements.

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

GONZALEZ - STRENGTH & ASSOCIATES, INC.
an LJA company

CIVIL ENGINEERING • TRANSPORTATION ENGINEERING • LAND SURVEYING • LAND PLANNING • LANDSCAPE ARCHITECTURE
PIPELINE ENGINEERING • PIPELINE SURVEYING

The Terms and Consultant Contract Provisions of this proposal are accepted on this_____ day of____, 20___.

_____ _____
Client Signature *Title*

Preferred Payment Method: ___Check ___EFT (Electronic Funds Transfer ___Credit Card

Please print or type the following information for the individual, firm or corporation responsible for payment.

_____
Company (Individual, Firm or Corporate Body Name)

_____
Client or Client's Authorized Representative Name

_____
Street Address

_____ _____ _____
City *State* *Zip Code*

_____ _____
Phone Number *Fax Number*

If you would like your invoices sent by e-mail, please complete the following:

_____ _____
E-Mail Address *Completed By*

For valuable consideration received and to induce Gonzalez-Strength & Associates, Inc. to extend credit to the above named customer, the undersigned, jointly and severally guaranty and promises to pay any and all indebtedness of the above named customer, and does severally agree to pay interest and collection costs on any unpaid balance, according to the Payment Terms herein above. This is a continuing guarantee relating to any indebtedness until such time as the signatories hereto are released in writing by an authorized representative of Gonzalez-Strength & Associates, Inc.

Guarantor: _____ (seal)

Address: _____

_____

Date: _____

1550 Woods of Riverchase Drive, Suite 200, Hoover, Alabama 35244
205-942-2486 Fax: 205-942-3033

Agenda Item Summary

Item No. 10 b

Council Meeting Date	March 4, 2025
Department	Economic Development
Submitted By	Phillip Dunlap
Agenda Section	Resolutions

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

Core Scientific, Inc.
1571 West Samford Avenue
Auburn, AL 36832

AUBix, LLC
1571 West Samford Avenue
Auburn, AL 36832

Description of item under consideration

Resolution amending non-educational ad valorem taxes and sales and use taxes. Education, hospital, and children's home ad valorem and sales and use taxes are NOT abated. This abatement is in connection to Core Scientific, Inc. leasing the AUBix facility located at 1571 West Samford Avenue in the Auburn Industrial Park. Core Scientific, Inc. will execute a joinder agreement with AUBix, LLC for the purpose of joining in and becoming a party to their current tax abatement. Core Scientific, Inc. will make a new capital investment of approximately $395,300,000 which will result in a total capital investment of $424,300,000.

Why is Council action needed?

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

Is this a budgeted item?: N/A

RESOLUTION NO. _____

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

Section 1. The Council does hereby find, declare and ascertain as follows:

A. AUBix Data Processing Center Project Tax Abatements. 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 adopted Resolution No. 21-162 at a regular meeting of the Council held on August 17, 2021 granting to AUBix, LLC (herein referred to as "AUBix") abatements of sales and use taxes and property taxes (herein referred to as the "Tax Abatements") in connection with the development, construction, equipping and operation of a multi-tenant data processing center (herein referred to as the "Data Center") located at 1571 West Samford Avenue in the City (herein referred to as the "Data Center Project"). The Tax Abatements granted by the City for the Data Center Project are available to AUBix for its capital investment in real and personal property comprising the Data Center and to tenants leasing space in the Data Center (herein referred to as the "Data Center Tenants") for their respective capital investment in data processing equipment and other personal property that is installed in and about the Data Center (herein referred to as the "Data Center Tenant Equipment"). The City and AUBix entered into a Tax Abatement Agreement dated August 17, 2021 setting forth the terms and conditions for the Tax Abatements granted by the City to AUBix for the Data Center Project (herein referred to as the "Tax Abatement Agreement"). A Data Center Tenant receives Tax Abatements for its capital investment in Data Center Tenant Equipment installed in and

about the Data Center by (a) submitting a completed Alabama Department of Revenue Form CO: CAA, Application to Granting Authority for Abatement of Taxes, setting forth the Data Center Tenant's estimated capital investment in Data Center Tenant Equipment, and (b) executing a joinder to the Tax Abatement Agreement (herein referred to as a "Joinder"), becoming a party to the Tax Abatement Agreement, and providing a copy of the executed Joinder to the City.

AUBix completed the development and construction of the Data Center building and related improvements in February of 2022 and is currently operating the Data Center as what is known as a "colocation data processing center". AUBix has made capital investments of approximately $25,000,000.00 in the land, buildings, improvements and fixtures comprising the Data Center real property (herein referred to as the "Existing Data Center Real Property Investment"). AUBix and tenants currently occupying space in the Data Center have made total capital investments of approximately $4,000,000.00 in data processing equipment and other personal property located in and about the Data Center (herein referred to as the "Existing Data Center Equipment Investment").

B. Core Scientific Lease and Additional Capital Investments. Core Scientific, Inc. (herein referred to as "Core Scientific"), a publicly traded company engaged in the business of designing, building, managing and operating data processing centers, proposes to lease from AUBix all of the Data Center real property other than the space within the Data Center currently occupied by tenants of AUBix (herein referred to as the "Leased Data Center Property") pursuant to a lease agreement entered into between AUBix, as lessor, and Core Scientific, as lessee (herein referred to as the "Operating Lease"). Core Scientific proposes to make certain tenant improvements to the Leased Data Center Property involving an estimated capital investment of $135,300,000.00 (herein referred to as the "Core Scientific Tenant Improvements") and to manage and operate the Data Center as a multi-tenant "data

processing center" as defined in Section 40-9B-3(a)(4) of the Code of Alabama. Core Scientific, and future tenants that lease space in the Data Center from Core Scientific (the "Future Data Center Tenants"), collectively, are expected to make capitalized investments of approximately $260,000,000 in data processing equipment and other personal property to that will be located in and about the Data Center (herein referred to as the "Future Data Center Equipment").

C. Data Center Project Tax Abatements. In connection with the lease of the Data Center by AUBix to Core Scientific under the Operating Lease, and the management and operation of the Data Center by Core Scientific, AUBix is assigning to Core Scientific all of AUBix's rights and interest in the portion of the Tax Abatements granted to AUBix for the Data Center Project that have not previously been applied to purchases of materials for the development and construction of the Data Center or to purchases of Data Center Tenant Equipment (the "Assigned Tax Abatements"). The amount of capital investment to which the Assigned Tax Abatements may be applied by Core Scientific and the Future Data Center Tenants is estimated to be $98,175,000. Core Scientific estimates that the capital investments in the Core Scientific Tenant Improvements and the Future Data Center Equipment by Core Scientific and the Future Data Center Tenants will total $395,300,000. Core Scientific has submitted to the City an Amended Alabama Department of Revenue Form CO: CAA, Application to Granting Authority for Abatement of Taxes, 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), setting forth its estimated capital investment in the Core Scientific Tenant Improvements and the estimated capital investment by Core Scientific and the Future Data Center Tenants in the Future Data Center Equipment (herein referred to as the "Core Scientific Amended Application"). Each Data Center Tenant that makes a capital investment in Future Data Center Equipment will be required to execute a Joinder to the Tax Abatement Agreement and provide a copy of the executed Joinder to the City. Core Scientific has requested that the

Council adopt and approve the Core Scientific Amended Application, to be effective for all purposes as of the date on which this resolution is adopted by the Council.

D. Amendment of Tax Abatement Agreement. AUBix and Core Scientific have submitted to the City a proposed First Amendment to Tax Abatement Agreement (herein referred to as the "Amendment"), a copy of which Amendment was presented to the meeting at which this resolution is adopted (and which Amendment is made a part of this resolution as fully and completely as if set forth herein). The Amendment reflects the assignment by AUBix to Core Scientific of the Assigned Tax Abatements, the proposed additional capital investment by Core Scientific in the Core Scientific Tenant Improvements, the proposed additional capital Investment by Core Scientific and the Future Data Center Tenants in the Future Data Center Equipment Investments, and the corresponding increases to the estimated amounts of Tax Abatements for the Data Center Project. AUBix and Core Scientific have requested that the Council adopt and approve the Amendment, and that the City execute the Amendment, to be effective for all purposes as of the date on which this resolution is adopted by the Council.

Section 2. The Council has determined that it is in the best interests of the City, Lee County and the State of Alabama, and that it will help ensure the long-term success and viability of the Data Center Project, for Core Scientific to enter the Operating Lease with AUBix, for Core Scientific to undertake the Core Scientific Tenant Improvements at the Data Center, and for Core Scientific and the Future Data Center Tenants to make the Future Data Center Equipment Investments. The Council has also determined that it should approve and consent to the assignment by AUBix to Core Scientific of the Assigned Tax Abatements, that it should accept and approve the Core Scientific Amended Application, and that it should confirm that Core Scientific will receive Tax Abatements for its capital investment in the Core Scientific Tenant Improvements and that Core Scientific and the Future Date Center Tenants will receive

Tax Abatements for their respective capital investment in Future Data Center Equipment. The Council has determined that it should accept, approve and execute the Amendment.

Section 3. The Council hereby approves and consents to the assignment by AUBix to Core Scientific of the Assigned Tax Abatements. The Council hereby accepts and approves the Core Scientific Amended Application and confirms that Core Scientific will receive Tax Abatements for its capital investment in the Core Scientific Tenant Improvements and that Core Scientific and the Future Data Center Tenants will receive Tax Abatements for their respective capital investment in Future Data Center Equipment. The Council hereby accepts and approve the Amendment.

Section 4. General Authorization. The Mayor and City Manager are hereby authorized and directed to execute, deliver, seal and attest the Amendment and such other ancillary documents and certificates as may be necessary to carry out the purposes of 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 4th day of March, 2025.

CITY OF AUBURN

By _____

Its Mayor

ATTEST:

By _____

Its City Manager

TAX ABATEMENT ESTIMATE
CORE SCIENTIFIC INC.

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: $ 135,300,000 **x** 20% Assessment
18 mils Abated (non-educational taxes*) = $ 487,080 annually

2.) Manufacturing equipment to be purchased for use in Auburn:

Value: $ - **x** 20% Assessment
18 mils Abated (non-educational taxes*) = $ - annually

3.) Non-manufacturing equipment (Personal Property) to be purchased/used in Auburn:

Value: $ 260,000,000 **x** 20% Assessment
18 mils Abated (non-educational taxes*) = $ 936,000 annually

Estimated Total Ad Valorem Taxes Abated = $ 1,423,080 annually
x10 years

Ten Year Total = $ 14,230,800

(*36 Mils are not abated which included: 4.0 Mils 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: $ 135,300,000 **x** 50%
$ 67,650,000 **x** 8.0%= $ 5,412,000

2) Manufacturing Equipment purchased for use in Auburn:
Equipment Value:
$ - **x** 3.0% = $ -

3.) Non-Manufacturing equipment (Personal Property) to be purchased and used in Auburn:
Personal Property Value:
$ 260,000,000 **x** 8.0% = $ 20,800,000

Estimated Total Sales and Use Tax Abatement: (****One Time Only**) $ 26,212,000 **

Estimated Total Value of Abatements= **$ 40,442,800** ***

III. Estimated Value of Abatements by Beneficiary:

State of Alabama
General Sales Tax = 4% (all abated) $ 13,106,000.00
Manufacturing Sales Tax = 1.5% (all abated) -
Property Tax = 6.5 mills (3.5 abated) for 10 years 2,767,100.00
$ 15,873,100

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 7,510,700.00
$ 7,510,700

City of Auburn
General Sales Tax = 4% (all abated) $ 13,106,000.00
Manufacturing Sales Tax = 1.5% (all abated) -
Property Tax = 26 mills (5 abated) for 10 years 3,953,000.00
$ 17,059,000

Estimated Total Value of Abatements= **$ 40,442,800** ***

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

TAX GENERATION ESTIMATE
CORE SCIENTIFIC INC.

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: $ 135,300,000 **x** 20% Assessment
36 mills NOT Abated (educational taxes*) = $ 974,160 annually

2.) Manufacturing equipment to be purchased for use in Auburn:

Value: $ - **x** 20% Assessment
36 mills NOT Abated (educational taxes*) = $ - annually

3.) Non-manufacturing equipment (Personal Property) to be purchased/used in Auburn:

Value: $ 260,000,000 **x** 20% Assessment
36 mills NOT Abated (educational taxes*) = $ 1,872,000 annually

Estimated Total Ad Valorem Taxes NOT Abated = $ 2,846,160 annually
x10 years

Ten Year Total = $ 28,461,600

(*36 Mils are not abated which included: 4.0 Mils 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: $ 135,300,000 **x** 50%
$ 67,650,000 **x** 1.0%= $ 676,500

2) Manufacturing Equipment purchased for use in Auburn:
Equipment Value:
$ - **x** 0.25% = $ -

3.) Non-Manufacturing equipment (Personal Property) to be purchased and used in Auburn:
Personal Property Value:
$ 260,000,000 **x** 1.0% = $ 2,600,000

Estimated Total Sales and Use Tax Abatement: (****One Time Only**) $ 3,276,500 **

Estimated Total Value of New Taxes (NOT Abated) = **$ 31,738,100** ***

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 2,371,800.00
$ 2,371,800

Lee County
General Sales Tax = 1% (none abated) $ 3,276,500.00
Manufacturing Sales Tax = 0.25% (none abated) -
Property Tax = 21.5 mills (9.5 abated) for 10 years 9,487,200.00
$ 12,763,700

City of Auburn
General Sales Tax = 4% (all abated) $ -
Manufacturing Sales Tax = 1.5% (all abated) -
Property Tax = 26 mills (5 abated) for 10 years 16,602,600.00
$ 16,602,600

Estimated Total Value of New Taxes (NOT Abated) = **$ 31,738,100** ***

NOTE: THESE ARE NEW TAXES, NOT CURRENTLY GENERATED ELSEWHERE

TAX ABATEMENT ESTIMATE
AUBIX, LLC

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: $ 25,000,000 **x** 20% Assessment
18 mils Abated (non-educational taxes*) = $ 90,000 annually

2.) Manufacturing equipment to be purchased for use in Auburn:

Value: $ - **x** 20% Assessment
18 mils Abated (non-educational taxes*) = $ - annually

3.) Non-manufacturing equipment (Personal Property) to be purchased/used in Auburn:

Value: $ 4,000,000 **x** 20% Assessment
18 mils Abated (non-educational taxes*) = $ 14,400 annually

Estimated Total Ad Valorem Taxes Abated = $ 104,400 annually
x10 years

Ten Year Total = $ 1,044,000

(*36 Mils are not abated which included: 4.0 Mils 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: $ 25,000,000 **x** 50%
$ 12,500,000 **x** 8.0%= $ 1,000,000

2) Manufacturing Equipment purchased for use in Auburn:
Equipment Value:
$ - **x** 3.0% = $ -

3.) Non-Manufacturing equipment (Personal Property) to be purchased and used in Auburn:
Personal Property Value:
$ 4,000,000 **x** 8.0% = $ 320,000

Estimated Total Sales and Use Tax Abatement: (****One Time Only**) $ 1,320,000 **

Estimated Total Value of Abatements= **$ 2,364,000** ***

III. Estimated Value of Abatements by Beneficiary:

State of Alabama
General Sales Tax = 4% (all abated) $ 660,000.00
Manufacturing Sales Tax = 1.5% (all abated) -
Property Tax = 6.5 mills (3.5 abated) for 10 years 203,000.00
$ 863,000

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 551,000.00
$ 551,000

City of Auburn
General Sales Tax = 4% (all abated) $ 660,000.00
Manufacturing Sales Tax = 1.5% (all abated) -
Property Tax = 26 mills (5 abated) for 10 years 290,000.00
$ 950,000

Estimated Total Value of Abatements= **$ 2,364,000** ***

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

TAX GENERATION ESTIMATE
AUBIX, LLC

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: $ 25,000,000 **x** 20% Assessment
36 mills NOT Abated (educational taxes*) = $ 180,000 annually

2.) Manufacturing equipment to be purchased for use in Auburn:

Value: $ - **x** 20% Assessment
36 mills NOT Abated (educational taxes*) = $ - annually

3.) Non-manufacturing equipment (Personal Property) to be purchased/used in Auburn:

Value: $ 4,000,000 **x** 20% Assessment
36 mills NOT Abated (educational taxes*) = $ 28,800 annually

Estimated Total Ad Valorem Taxes NOT Abated = $ 208,800 annually
x10 years

Ten Year Total = $ 2,088,000

(*36 Mils are not abated which included: 4.0 Mils 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: $ 25,000,000 **x** 50%
$ 12,500,000 **x** 1.0%= $ 125,000

2) Manufacturing Equipment purchased for use in Auburn:
Equipment Value:
$ - **x** 0.25% = $ -

3.) Non-Manufacturing equipment (Personal Property) to be purchased and used in Auburn:
Personal Property Value:
$ 4,000,000 **x** 1.0% = $ 40,000

Estimated Total Sales and Use Tax Abatement: (****One Time Only**) $ 165,000 **

Estimated Total Value of New Taxes (NOT Abated) = **$ 2,253,000** ***

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 174,000.00
$ 174,000

Lee County
General Sales Tax = 1% (none abated) $ 165,000.00
Manufacturing Sales Tax = 0.25% (none abated) -
Property Tax = 21.5 mills (9.5 abated) for 10 years 696,000.00
$ 861,000

City of Auburn
General Sales Tax = 4% (all abated) $ -
Manufacturing Sales Tax = 1.5% (all abated) -
Property Tax = 26 mills (5 abated) for 10 years 1,218,000.00
$ 1,218,000

Estimated Total Value of New Taxes (NOT Abated) = **$ 2,253,000** ***

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

Docusign Envelope ID: 40800AD1-D4F1-4DFF-9A94-181FF9B890EF

Form CO: CAA
6/15

ALABAMA DEPARTMENT OF REVENUE

Application to Granting Authority for Abatement of Taxes

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

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

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

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

2. PROJECT NAICS CODE: 5 1 8 2 1 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: Core Scientific Inc.

DBA:

6. ADDRESS OF APPLICANT: 2407 S. Congress Ave, Ste E-101

CITY: Austin

STATE: TX

ZIP CODE: 78704

7. NAME OF CONTACT PERSON: Patricia M. Hynes

EMAIL ADDRESS: phynes@corescientific.com

TELEPHONE NUMBER: (321) 795-6313

8. DATE COMPANY ORGANIZED: 01-01-2022

9. PHYSICAL LOCATION OF PROJECT: 1571 W. Samford Ave.

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)***:
Capital improvements to existing building and purchases of additional equipment.

11. ESTIMATED DATE CONSTRUCTION WILL BEGIN: August 17, 2021

12. ESTIMATED DATE CONSTRUCTION WILL BE COMPLETED: August 17, 2031

13. ESTIMATED DATE PROPERTY WILL BE PLACED IN SERVICE: August 17, 2031

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 11	INITIALLY $ 720,000	a. Land (if donated, show market value).....	18a	XXXXXXXXXX
YEAR 1	YEAR 1	b. Existing Building(s) (if any AuBix land and construction.....	18b	XXXXXXXXXX
YEAR 2 5	YEAR 2 $ 200,000	c. Existing Personal Property (if any)	18c	XXXXXXXXX
YEAR 3 4	YEAR 3 $ 160,000	d. New Building(s) and/or New Additions to Existing Building(s) (19d = building materials *Core Scientific purchases*).....	18d $135,300,000	19d $67,650,000
This form may be used as the application to the granting authority required by Section 40-9B-6(a), *Code of Alabama 1975*. The information requested here is required by Section 40-9B-6 and Section 40-2-11(7), *Code of Alabama 1975*.		e. New Manufacturing Machinery	18e	19e
		f. Other New Personal Property (Potential purchase of computer equipment by clients).....	18f $ 260,000,000	19f $ 260,000,000
		g. **TOTALS** (PROPERTY TAX TOTAL MUST EQUAL TOTAL PROJECT INVESTMENT. SALES TAX TOTAL WILL BE LESS.)	18g $395,300,000	19g $ 327,650,000

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.

Denise Sterling

DocuSigned by:
Denise Sterling
EF3B8C2C8647415...

SIGNATURE

CFO

TITLE

2/25/2025

DATE

FIRST AMENDMENT TO
TAX ABATEMENT AGREEMENT

This First Amendment to Tax Abatement Agreement (this "Amendment"), made and entered into on March 4, 2025, is by and between the City of Auburn, a municipal corporation under the laws of the State of Alabama (the "City"), and AUBix, LLC, a limited liability company organized under the laws of the State of Alabama ("AUBix"), as the original parties to the Tax Abatement Agreement (as described below), and is joined in by Core Scientific, Inc., a corporation organized under the laws of the State of Delaware ("Core Scientific").

R E C I T A L S:

WHEREAS, the City granted certain tax abatements to AUBix (the "Tax Abatements") pursuant to the Tax Incentive Reform Act of 1992, as amended (the "Tax Abatement Act"), as an inducement for AUBix to undertake the development, construction, equipping and operation of a multi-tenant data processing center (the "Data Center") at 1571 West Samford Avenue in the City (the "Data Center Project");

WHEREAS, the Tax Abatements granted by the City to AUBix in connection with the Data Center Project are more specifically described in the Tax Abatement Agreement dated August 17, 2021 between the City and AUBix (the "Tax Abatement Agreement");

WHEREAS, Core Scientific, a publicly traded company engaged in the business of designing, building, managing and operating data processing centers, proposes to lease from AUBix the Data Center real property (the "Leased Data Center Property") pursuant to a lease agreement entered into between AUBix, as lessor, and Core Scientific, as lessee (the "Operating Lease") dated September 30, 2024, as amended;

WHEREAS, Core Scientific proposes to make certain tenant improvements to the Leased Data Center Property involving an estimated capital investment of $135,300,000.00 (the "Core Scientific Tenant Improvements") and to manage and operate the Data Center as a multi-tenant "data processing center" as defined in Section 40-9B-3(a)(4) of the Code of Alabama (1975);

WHEREAS, Core Scientific, and future tenants that lease space in the Data Center from Core Scientific ("Future Data Center Tenants"), collectively, are expected to make capitalized investments of approximately $260,000,000 in data processing equipment and other personal property that will be located in and about the Data Center (the "Future Data Center Equipment");

WHEREAS, in connection with the Operating Lease, the anticipated capital investment in the Core Scientific Tenant Improvements and the Future Data Center Equipment, and the management and operation of the Data Center by Core Scientific, AUBix is assigning to Core Scientific all of AUBix's rights and interest in the portion of the Tax Abatements granted to AUBix for the Data Center Project that have not previously been applied to purchases of materials and equipment for the Data Center Project (the "Assigned Tax Abatements").

WHEREAS, the amount of capital investment to which the Assigned Tax Abatements may be applied by Core Scientific and Future Data Center Tenants is estimated to be $98,175,000;

WHEREAS, Core Scientific estimates that the capital investment in the Core Scientific Tenant Improvements and the Future Data Center Equipment by Core Scientific and Future Data Center Tenants will total $395,300,000, an increase in capital investment in the Data Center Project from $127,175,000, as originally reported by AUBix in its Application to Granting Authority for Abatement of Taxes submitted to the City, to $424,300,000, the total estimated capital investment in the Data Center Project (by AUBix and Core Scientific) (the "Additional Capital Investment");

WHEREAS, Core Scientific submitted to the City an Amended Alabama Department of Revenue Form CO: CAA, Application to Granting Authority for Abatement of Taxes, a copy of which Application is attached as Exhibit A to this Amendment, setting forth its estimated capital investment in the Core Scientific Tenant Improvements and the estimated capital investment by Core Scientific and Future Data Center Tenants in the Future Data Center Equipment (the "Core Scientific Amended Application");

WHEREAS, the City Council adopted Resolution No. 25-_____ at a regular meeting of the City Council held on March 4, 2025 approving the assignment of the Assigned Tax Abatements by AUBix to Core Scientific, approving and confirming the Additional Capital Investment in the Data Center Project, and accepting and approving the Core Scientific Amended Application, to be effective for all purposes as of the date of such resolution, subject to Core Scientific becoming a party to the Tax Abatement Agreement by execution of this Amendment;

WHEREAS, the City, AUBix and Core Scientific wish to enter into this Amendment for purposes of (a) causing Core Scientific to become a party to the Tax Abatement Agreement with respect to the Assigned Tax Abatements and the tax abatements granted by the City for the Additional Capital Investment in the Data Center Project by the City's acceptance and approval of the Core Scientific Amended Application, and (b) reflecting in the Tax Abatement Agreement the Additional Capital Investment and the increased amount of Tax Abatements for the Data Center Project attributable thereto.

NOW, THEREFORE, in consideration of the respective agreements on the part of the City, AUBix and Core Scientific contained in the Tax Abatement Agreement, as amended by this Amendment, the Additional Capital Investment in the Data Center Project by Core Scientific and Future Data Center Tenants, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Capitalized Terms. Capitalized terms not otherwise defined in this Amendment shall have the meanings set forth in the Tax Abatement Agreement.

2. Amendments. The Tax Abatement Agreement shall be amended as follows:

(a) The recitals contained in the Tax Abatement Agreement are modified and supplemented, as appropriate, by the recitals contained in this Amendment to reflect that Core Scientific is entering into the Operating Lease, that Core Scientific will manage, operate and administer the Data Center, and that Core Scientific and Future Data Center Tenants will make capital investments in connection with the Data Center Project as reported in the Core Scientific Amended Application.

(b) The defined term "Company", as used in the Tax Abatement Agreement, is deleted and replaced with the defined term "Companies" which shall mean and include AUBix, LLC and Core Scientific, Inc. as the recipients and beneficiaries of the Tax Abatements granted by the City for the Data Center Project.

(c) Subparagraph (a) of Section 1 of the Tax Abatement Agreement shall be amended as follows:

> "(a) The estimated amounts of the taxes abated pursuant to this Agreement with respect to the total estimated capital investment by the Companies and the Data Center Tenants are as follows:
>
> (i) Noneducational Ad Valorem Taxes: $1,527,480.00 per year (annual average over applicable ten-year abatement periods); and
>
> (ii) Construction-Related Transaction Taxes: $27,532,000.00."

(d) Section 2(a) of the Tax Abatement Agreement shall be amended as follows:

> "**Section 2**. The Companies hereby represent as follows with respect to the Project, all as more fully described in the Alabama Department of Revenue Form CO: CAA, Application to Granting Authority for Abatement of Taxes, heretofore submitted by each Company to the City:
>
> (a) The total amount to be invested by the Companies and the Data Center Tenants in the Project is anticipated to be approximately $424,300,000.00."

(c) The Form of Joinder Agreement for Data Center Tenants attached as **EXHIBIT A** to the Tax Abatement Agreement shall be amended in its entirety by the Form of Joinder Agreement for Data Center Tenants attached as **ATTACHMENT A** to this Amendment.

3. Full Force and Effect. Except as expressly amended hereby, all other terms of the Tax Abatement Agreement shall continue in full force and effect.

4. Captions. The titles and captions contained in this Amendment are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope or intent of this Amendment.

5. Controlling Law. This Amendment will be governed by and construed and enforced in accordance with the laws of the State of Alabama without giving effect to principles of conflict of laws.

6. Effective Date. This Amendment shall be effective for all purposes as of March 4, 2025.

[Signatures on the following page]

IN WITNESS WHEREOF, the City, AUBix and Core Scientific have caused this First Amendment to Tax Abatement 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 First Amendment to Tax Abatement Agreement to be executed and delivered as of the date first above written.

CITY OF AUBURN, ALABAMA

By _____
Mayor

ATTEST:

By _____
City Manager

AUBIX, LLC

By _____

Its _____

CORE SCIENTIFIC, INC.

By _____

Its _____

EXHIBIT A

Core Scientific Amended Application

See attached.

ATTACHMENT A

Form of Joinder Agreement for Data Center Tenants

JOINDER

Reference is hereby made to the Tax Abatement Agreement dated August 17, 2021, as the same may be amended from time to time (the "Tax Abatement Agreement"), among the City of Auburn, a municipal corporation under the laws of the State of Alabama (the "City"), AUBix, LLC, an Alabama limited liability company, and Core Scientific, Inc., a Delaware corporation. For the purpose of joining in and becoming a party to the Tax Abatement Agreement, as described in the first paragraph on page 1 of the Tax Abatement Agreement, the undersigned, ***[Insert name of Data Center Tenant, entity type, and state of organization]*** (the "Data Center Tenant"), hereby acknowledges that it has received and reviewed a complete copy of the Tax Abatement Agreement and agrees that upon execution of this Joinder, the undersigned shall become a party to the Tax Abatement Agreement and shall be fully bound by, and subject to, all of the representations, covenants, terms, and conditions of the Tax Abatement Agreement as though an original party thereto and shall be deemed, and is hereby admitted, as a Data Center Tenant for all purposes thereof and entitled to all rights incidental thereto.

Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Tax Abatement Agreement.

IN WITNESS WHEREOF, the Data Center Tenant has caused its duly authorized representative to execute this Joinder to be effective as of _____ ____, 202__.

[Insert Name of Data Center Tenant]

By: _____
Name: _____
Its: _____

Agenda Item Summary

Item No. 11 a

Council Meeting Date	March 4, 2025
Department	Planning
Submitted By	Justice Wahid Cotton
Agenda Section	Other Business

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

Bradon & Lauryn Rogers
328 Nelocco Drive
Auburn, AL 36830

Sing Properties, LLC
334 Nelocco Drive
Auburn, AL 36830

Description of item under consideration

Resolution accepting a public sanitary sewer easement as shown on the plat, “Nelocco Subdivision” (AS-2024-008), on property located at 328 and 334 Nelocco Drive.

Why is Council action needed?

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

Is this a budgeted item?: N/A

RESOLUTION NO. _____

WHEREAS, it is in the best interest of the City of Auburn to accept a public sanitary sewer easement as shown on the plat: “Nelocco Subdivision” (AS-2024-008), located at 328 and 334 Nelocco Drive; and

WHEREAS, the owners of the said property, namely, Bradon & Lauryn Rogers and Sing Properties, LLC, desire to dedicate the same.

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

That the City of Auburn does hereby accept a public sanitary sewer easement as shown on the plat: “Nelocco Subdivision” (AS-2024-008), located at 328 and 334 Nelocco Drive.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 4th day of March 2025.

_____
Mayor

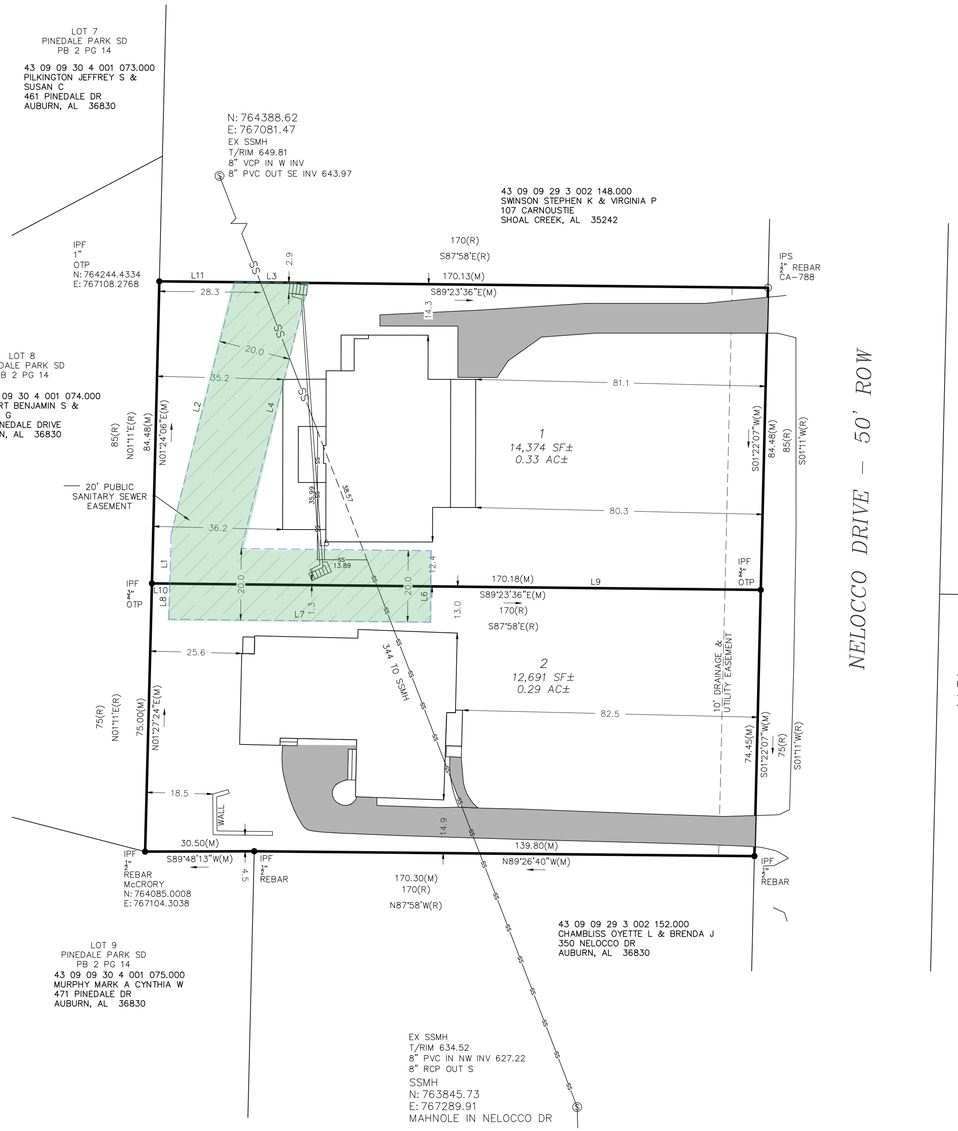
ATTEST:

_____
City Manager

AS-2024-008
Received 2/27/2025

NELOCCO SUBDIVISION

328 NELOCCO DRIVE
AUBURN, LEE COUNTY, ALABAMA
SECTION 29 T 19 N R 26 E



PROPOSED EASEMENT TABLE

Line Table		
Line #	Length	Direction
L1	13.84	S01° 27' 24"W
L2	72.75	N14° 11' 43"E
L3	20.58	N89° 23' 36"W
L4	76.62	N14° 11' 43"E
L5	53.04	S89° 23' 36"E
L6	20.00	N00° 36' 24"E
L7	73.05	S89° 21' 16"E
L8	9.88	S01° 27' 24"W
L9	92.27	S89° 23' 36"E
L10	5.00	N88° 32' 36"W
L11	21.12	S89° 23' 36"E

OWNER/DEVELOPER:
LOT 1
Bradon Rogers and Lauryn Rogers

OWNER/DEVELOPER:
LOT 2
Sing Properties LLC

Public Sanitary Sewer Easement

NOTES:

1. BEARINGS BASED ON STATE PLANE COORDINATES, NAD 1983, ALABAMA EAST ZONE, US FOOT. COORDINATES SET USING RTK GPS, ALDOT CORS AS CONTROL.
2. FIELD WORK 1-22-2024.
3. OFFICE WORK 2-27-2025.
4. SUBJECT TO ANY EASEMENTS, RIGHTS OF WAY OR RESTRICTIONS OF RECORD WHICH EXIST AS A MATTER OF RECORD OR EXIST DEFACTO.
5. NO PERMANENT STRUCTURES MAY BE CONSTRUCTED OR PLACED ON EASEMENTS. FENCES MAY BE ERECTED PERPENDICULARLY ACROSS THE EASEMENT PROVIDED THERE IS A MINIMUM TWELVE (12) FOOT WIDE ACCESS GATE INSTALLED. IF THE GATE IS TO BE LOCKED THERE MUST BE A CITY APPROVED LOCK INSTALLED IN CONJUNCTION WITH THE OWNERS LOCK. NO CANOPY TREES SHALL BE PLANTED WITHIN TEN (10) FEET OF UTILITIES.
6. BY PLACING OBSTRUCTIONS WITHIN OR ENCROACHING ONTO THE EASEMENT, THE PROPERTY OWNER(S) DOES FOR ITSELF, ITS SUCCESSORS, AND ASSIGNS AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF AUBURN, ITS OFFICIALS, REPRESENTATIVES, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ALL LIABILITY AND LOSS WHICH MAY BE SUSTAINED AS A RESULT OF CLAIMS, DEMANDS, COSTS OR JUDGMENTS ARISING OUT OF THE LOCATION OF THE OBSTRUCTION WITHIN THE EASEMENT INCLUDING ITS REASONABLE COSTS IN DEFENDING AGAINST ANY SUCH CLAIMS AND FURTHER AGREES TO RELEASE AND DISCHARGE THE CITY OF AUBURN FROM ANY DAMAGES TO THE OBSTRUCTION ARISING FROM UTILITY MAINTENANCE WORK WITHIN THE EASEMENT OR ANY DAMAGES TO THE OBSTRUCTION RESULTING FROM ITS PLACEMENT IN THE EASEMENT.
7. SOURCES OF INFORMATION: DEED BOOK 2651 PAGE 311; DEED BOOK 2604 PAGE 227.
8. GROSS AREA = 27,065 SQUARE FEET. NO. OF LOTS = 2
9. THE PURPOSE OF THIS PLAT IS TO CREATE A SANITARY SEWER EASEMENT.
10. BY PLACING ANY PORTION OF AN IRRIGATION SYSTEM WITHIN THE EASEMENTS OR RIGHT OF WAY, THE PROPERTY OWNER DOES FOR ITSELF , ITS SUCCESSORS AND ASSIGNS AGREES TO HOLD HARMLESS AND DEFEND THE CITY OF AUBURN, ITS OFFICIALS, REPRESENTATIVES, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ALL LIABILITY AND LOSS WHICH MAY BE SUSTAINED AS A RESULT OF CLAIMS, DEMANDS, COST OR JUDGMENTS ARISING OUT OF THE LOCATION OF THE OBSTRUCTION WITHIN THE EASEMENTS OR RIGHT OF WAY INCLUDING ITS REASONABLE COST IN DEFENDING AGAINST ANY SUCH CLAIMS. THE PROPERTY OWNER FURTHER AGREES TO RELEASE AND DISCHARGE THE CITY OF AUBURN FROM ANY DAMAGES TO THE IRRIGATION SYSTEM ARISING FROM ANY WORK OR MAINTENANCE WORK WITHIN THE GRANTED EASEMENT OR RIGHT OF WAY OR ANY DAMAGES TO THE IRRIGATIONS SYSTEM RESULTING FROM ITS PLACEMENT WITHIN THE EASEMENT OR RIGHT OF WAY. IRRIGATION SYSTEMS ARE LIMITED TO ONLY LATERALS BEING PLACED WITHIN ANY EASEMENTS OR RIGHT OF WAY.
11. THERE IS NO 100 YEAR FLOOD PLAIN ON THIS SITE BASED ON FEMA FIRM PANEL 01081C0201G DATED 11-2-2011 AND FEMA FIRM PANEL 01081C0201H (PROPOSED).
12. LOT 2 IS A LEGALLY NON-CONFORMING LOT IN TERMS OF MINIMUM LOT WIDTH (75' REQUIRED IN NC-12). NO CHANGE TO LOT LINES IS REQUIRED.

State of Alabama
Lee County

I, Michael T. Maher, a Professional Licensed Land Surveyor of Alabama, hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of practice for surveying in the State of Alabama to the best of my knowledge, information, and belief.

In witness whereof, I have hereunto set my hand and seal on this the _____ day of _____, 2025.

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

State of Alabama
Lee County

We, Bradon Rogers and Lauryn Rogers, owners of the real property shown on this plat, hereby join in the statement of Michael T. Maher, and certify that it was and is our purpose to establish the easement so platted as shown,

In witness whereof, We, Bradon Rogers and Lauryn Rogers, have hereunto set our hands on this

the _____ day of _____, 2025.

_____ _____
We, Bradon Rogers Lauryn Rogers

State of Alabama
Lee County

I, Andrew Wall, a Notary Public, in and for said County in said State, hereby certify that Bradon Rogers and Lauryn Rogerswhose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily.

In witness whereof, I have hereunto set my hand and seal on this

the _____ day of _____, 2025.

Notary Public: _____ My commission expires: _____

State of Alabama
Lee County

I, Michael V Gowan, owner of the real property shown on this plat, hereby joins in the statement of Michael T. Maher, and certify that it was and is my purpose to establish the easement so platted as shown,

In witness whereof, I, Michael V Gowan, have hereunto set my hand on this

the _____ day of _____, 2024.

_____
Michael V Gowan

State of Alabama
Lee County

I, Andrew Wall, a Notary Public, in and for said County in said State, hereby certify that Michael V Gowan, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she , as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I have hereunto set my hand and seal on this

the _____ day of _____, 2024.

Notary Public: _____ My commission expires: _____

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

Planning Director: _____ Date: _____

Approved by the Auburn City Engineer, Auburn, Alabama:

City Engineer: _____ Date: _____

Accepted by the Auburn City Council, Auburn, Alabama:

Mayor: _____ Date: _____

VICINITY MAP NOT TO SCALE



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

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

Seal	Drawn By: ANW Scale: 1"=20' File Name: 23-0719 SD1 Date: 2-27-2025	PRECISION SURVEYING 2124 Moores Mill Road Suite 110 Auburn, Alabama 36830 Phone (334) 821-0105 www.precisionsurveying.biz

Sheet Title:
NELOCCO SUBDIVISION
AUBURN, LEE COUNTY, ALABAMA
ADMINSTRATIVE PLAT