



MAYOR
Rick E. Roquemore

CITY ADMINISTRATOR
Michael E. Parks

CITY COUNCIL
Robert L. Vogel III
Taylor J. Sisk
Jamie L. Bradley
Joshua Rowan

CITY OF AUBURN
MAYOR and CITY COUNCIL
Council Meeting
November 14, 2024
6:00 PM
Council Chambers
1 Auburn Way
Auburn, GA 30011

INVOCATION

PLEDGE

COUNCIL REPORTS AND ANNOUNCEMENTS

PUBLIC HEARING

1. Public Hearing for Auburn-Barrow County 2024 Property Tax/Millage Rate and Auburn-Gwinnett County 2024 Property Tax/Millage Rate.
2. Public Hearing for Auburn Downtown Overlay District Zoning Amendment Section 17.91

NEW BUSINESS

Citizen Comments on Agenda Items

3. Consent Agenda
 - a. Council Business Meeting Minutes- October 10, 2024
 - b. Council Workshop Meeting Minutes- October 24, 2024
 - c. Harmony Grove Cemetery
 - d. Water Treatment Plant Contract
 - e. City of Auburn Indemnity Ordinance
 - f. 120 Waters System
 - g. LRA College Street
 - h. Bid for Saddle Creek
 - i. Liquidate Police Vehicles
4. Auburn Downtown Overlay District Zoning Amendment Section 17.91

Citizen Comments

ADJOURNMENT

Agenda is subject to change prior to meeting.



MAYOR
Rick E. Roquemore

CITY ADMINISTRATOR
Michael E. Parks

CITY COUNCIL
Robert L. Vogel III
Taylor J. Sisk
Jamie L. Bradley
Joshua Rowan

Public Hearing

TO: Mayor and Council

FROM: Sarah McQuade
City Planner

DATE: November 8, 2024

PURPOSE: City-initiated zoning text amendment to Title 17, Section 17.91, Auburn Downtown Overlay District (ADOD).

BACKGROUND: Earlier this year, City Council adopted a moratorium to allow for updates to the Auburn Downtown Overlay District (ADOD) Ordinance. This moratorium has allowed staff time to critically assess existing content, incorporate new content, and to address any additional changes to be made to the Downtown Overlay District provisions to better advance policies the City wishes to prioritize.

During the regularly scheduled Mayor and Council meeting on October 24, 2024, staff was instructed by council to further amend the ADOD ordinance to clearer architectural standards and to provide landscape, lighting, property maintenance, and streetscape standards, which has sense been completed.

STAFF RECOMMENDATION: Staff recommends approval of the updated ADOD ordinance.

During the Planning and Zoning Commission meeting on September 25, 2024, the Commission approval of the revised ordinance, as presented by staff.

FUNDING: N/A



MAYOR
Rick E. Roquemore

CITY ADMINISTRATOR
Michael E. Parks

CITY COUNCIL
Robert L. Vogel III
Taylor J. Sisk
Jamie L. Bradley
Joshua Rowan

AGENDA ITEM: 2

TO: Mayor and Council

FROM: Michael Parks

DATE: November 14, 2024

PURPOSE: To conduct a Public Hearing for the Auburn - Barrow County 2024 Property Tax/Millage Rate and Auburn- Gwinnett County 2024 Property Tax/Millage Rate.

NOTICE OF PROPERTY TAX INCREASE

The City of Auburn (Auburn-Barrow County) has tentatively adopted a millage rate which will require an increase in property taxes by 4.51% for the 2024 tax year.

All concerned citizens are invited to the public hearing on this tax increase to be held Thursday, October 24, 2024, at City of Auburn Courthouse/Council Chambers located at 1 Auburn Way, Auburn, Georgia 30011 at 6:00 p.m.

Times and places of additional public hearings on this tax increase are Thursday, November 14, 2024, at 6:00 p.m. and Thursday, November 21, 2024, at City of Auburn Courthouse/Council Chambers located at 1 Auburn Way, Auburn, Georgia 30011 at 6:00 p.m.

This tentative increase will result in a millage rate of 4.931 mills, an increase of 0.213 mills over the rollback rate. Without this tentative tax increase, the millage rate will be no more than 4.718 mills. The proposed tax increase for a home with a fair market value of \$375,000 is approximately \$31.95 and the proposed tax increase for non-homestead property with a fair market value of \$275,000 is approximately \$23.43.

The city will set the millage rate at the Council Business Meeting on November 21, 2024, at 6:00 p.m. at City of Auburn Courthouse/Council Chambers located at 1 Auburn Way, Auburn, Georgia 30011. The five-year tax and levy history will be published no less than 14 days prior to its adoption.

NOTICE

The City of Auburn City Council does hereby announce that the millage rate will be set at a meeting to be held at the Auburn Courthouse/ Council Chambers located at 1361 Fourth Avenue, Auburn, Georgia on October 5, 2023 at 5:00 PM and pursuant to the requirements of O.C.G.A. § 48-5-32 does hereby publish the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.

CURRENT 2024 TAX DIGEST AND 5 YEAR HISTORY OF LEVY

City of Auburn Barrow District	2019	2020	2021	2022	2023	2024
Real & Personal	\$166,545,281	\$181,077,957	\$203,445,877	\$271,686,342	\$364,760,277	\$395,569,454
Motor Vehicles	\$1,322,850	\$1,990,570	\$1,732,140	\$1,616,000	\$1,722,630	\$1,633,310
Mobile Homes	\$538,834	\$530,493	\$538,907	\$544,130	\$568,420	\$560,426
Timber - 100%	\$0	\$32,446	\$0	\$0	\$0	\$0
Heavy Duty Equipment	\$0	\$0	\$0	\$13,594	\$13,319	\$13,319
Gross Digest	\$168,406,965	\$183,631,466	\$205,716,924	\$273,860,066	\$367,064,646	\$397,776,509
Less M & O Exemptions	\$5,872,052	\$6,807,646	\$6,995,528	\$10,190,384	\$9,043,599	\$12,002,874
Net M & O Digest	\$162,534,913	\$176,823,820	\$198,721,396	\$263,669,682	\$358,021,047	\$385,773,635
Gross M&O Millage	12.291	12.437	12.612	11.782	10.834	9.378
Less Rollbacks	7.360	7.506	7.681	6.851	5.903	4.447
Net M&O Millage	4.931	4.931	4.931	4.931	4.931	4.931
Net Taxes Levied	\$801,459.66	\$871,918.26	\$979,895.20	\$1,300,155.20	\$1,765,401.78	\$1,902,249.79
Net Tax \$ Increase	\$71,766	\$70,459	\$107,977	\$320,260	\$465,247	\$136,848
Net Tax % Increase	9.84%	8.79%	12.38%	32.68%	35.78%	7.75%

NOTICE OF PROPERTY TAX INCREASE

The City of Auburn (Auburn-Gwinnett County) has tentatively adopted a millage rate which will require an increase in property taxes by 1.71% for the 2024 tax year.

All concerned citizens are invited to the public hearing on this tax increase to be held Thursday, October 24, 2024, at City of Auburn Courthouse/Council Chambers located at 1 Auburn Way, Auburn, Georgia 30011 at 6:00 p.m.

Times and places of additional public hearings on this tax increase are Thursday, November 14, 2024, at 6:00 p.m. and Thursday, November 21, 2024, at City of Auburn Courthouse/Council Chambers located at 1 Auburn Way, Auburn, Georgia 30011 at 6:00 p.m.

This tentative increase will result in a millage rate of 4.951 mills, an increase of 0.083 over the rollback rate. Without this tentative tax increase, the millage rate will be no more than 4.868 mills. The proposed tax increase for a home with a fair market value of \$200,000 is approximately \$6.64 and the proposed tax increase for non-homestead property with a fair market value of \$175,000 is approximately \$5.81.

The city will set the millage rate at the Council Business Meeting on November 21, 2024, at 6:00 p.m. at City of Auburn Courthouse/Council Chambers located at 1 Auburn Way, Auburn, Georgia 30011. The five-year tax and levy history will be published no less than 14 days prior to its adoption.

NOTICE

The City of Auburn City Council does hereby announce that the millage rate will be set at a meeting to be held at the Auburn Courthouse/ Council Chambers located at 1361 Fourth Avenue, Auburn, Georgia on October 5, 2023 at 5:00 PM and pursuant to the requirements of O.C.G.A. § 48-5-32 does hereby publish the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.

CURRENT 2024 TAX DIGEST AND 5 YEAR HISTORY OF LEVY

City of Auburn Gwinnett District	2019	2020	2021	2022	2023	2024
Real & Personal	\$5,891,870	\$6,785,280	\$6,890,160	\$8,836,340	\$11,819,660	\$12,568,860
Motor Vehicles	\$78,150	\$88,080	\$87,610	\$63,810	\$88,730	\$107,950
Mobile Homes	\$1,880	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800
Gross Digest	\$5,971,900	\$6,875,160	\$6,979,570	\$8,901,950	\$11,910,190	\$12,678,610
Less M & O Exemptions	\$134,190	\$128,190	\$124,000	\$236,780	\$118,190	\$117,610
Net M & O Digest	\$5,837,710	\$6,746,970	\$6,855,570	\$8,665,170	\$11,792,000	\$12,390,015
Gross M&O Millage	4.951	4.951	4.951	4.951	4.951	4.951
Less Rollbacks	0	0	0	0	0	0
Net M&O Millage	4.951	4.951	4.951	4.951	4.951	4.951
Net Taxes Levied	\$28,902.50	\$33,404.25	\$33,941.93	\$42,901.26	\$58,382.19	\$61,342.96
Net Tax \$ Increase	\$723	\$4,502	\$538	\$8,959	\$15,481	\$2,961
Net Tax % Increase	2.57%	15.58%	1.61%	26.40%	36.09%	5.07%



MAYOR
Rick E. Roquemore

CITY ADMINISTRATOR
Michael E. Parks

CITY COUNCIL
Robert L. Vogel III
Taylor J. Sisk
Jamie L. Bradley
Joshua Rowan

**CITY OF AUBURN
MAYOR AND COUNCIL
MEETING IN COUNCIL CHAMBERS**

October 10, 2024

6:00 PM

Council Chambers

1 Auburn Way

Auburn, GA 30011

Present: Mayor: **Richard Roquemore**
Council Member: **Robert L. Vogel III**
Council Member: **Taylor J. Sisk**
Council Member: **Jamie L. Bradley**
Council Member: **Joshua Rowan**

City Staff in Attendance: Michael Parks, Chief Hodge, Staci Waters, Brooke Haney

Also in Attendance: Rebecca Keefer, Jack Wilson

Mayor Roquemore called the meeting to order at 6:00 pm.

Rev. Joseph gave the invocation.

Mayor Roquemore gave the pledge.

Council Reports and Announcements

Mayor Roquemore asked for Council Reports and Announcements. **Mayor Roquemore** recognized Holt Persinger, Georgia House of Representatives District 119 to speak. Holt Persinger spoke regarding recent legislation and the upcoming referendum regarding Senior Tax Exemptions.

NEW BUSINESS

Mayor Roquemore asked for a motion to open the Public Hearing regarding the PUD text amendment.

Motion: Made by **Council Member Sisk** to open the public hearing.

Second by **Council Member Bradley**

Mayor Roquemore asked for any discussion, there was none. Votes were taken with all members present voting yes.

Item 1: PUD Zoning Text Amendment Section 17.90.140

Mayor Roquemore asked for Jack Wilson, City Attorney, to present the PUD Zoning Text Amendment.

Jack Wilson: Presented the PUD Zoning Text Amendment.

Mayor Roquemore opened the floor for ten minutes for public comments in favor of the change of

Amendment.

Tonya Woods, 5074 Bristol Industrial Way, Buford, GA 30518, Spoke in favor of the change in the amendment.

Leroy Evans, 100 Lyle Rd, Auburn, GA 30011, Spoke in favor of the change in the amendment.

Jeff Evans, 245 Kennedy Sells Rd., Auburn, GA 30011, Spoke in favor of the change in the amendment.

April Maddox, 126 Lyle Rd, Auburn, GA 30011, Spoke 245 Kennedy Sells Rd., Auburn, GA 30011, Spoke against the change of the Amendment.

Jill Dill, 126 Lyle Rd, Auburn, GA 30011, Spoke against the change of the Amendment.

Beth Lyle Magness, 126 Lyle Rd, Auburn, GA 30011, Spoke against the change of the Amendment.

Nathan Dill, 126 Lyle Rd, Auburn, GA 30011, Spoke against the change of the Amendment.

Mayor Roquemore asked for a motion to close the Public Hearing.

Motion: Made by **Council Member Vogel** to close the public hearing.

Second: by **Council Member Sisk**

Mayor Roquemore asked for any discussion, there was none. Votes were taken with all members present voting yes.

Item 2: Rezoning Application- Lyle Rd (Tabled by Planning Commission)

Mayor Roquemore announced that the Rezoning Application -Lyle Rd has been tabled and will be rescheduled for a future date.

NEW BUSINESS

Citizen Comments on Agenda Items

Mayor Roquemore asked for any citizen comments for items on tonight's agenda. There were none.

Mayor Roquemore asked if there were any items to be removed from the consent agenda.

Council member Sisk asked for 3J PUD Text Amendment to be removed from the consent agenda.

Item 3: Consent Agenda

- a. Council Business Meeting Minutes- September 12, 2024
- b. Council Workshop Meeting Minutes- September 26, 2024
- c. Council Special Called Meeting Minutes- September 30, 2024
- d. Zoning Map Revision – Sarah McQuade
- e. Stormwater Fee Adjustment – Michael Parks
- f. Withers Building Transfer to DDA – Michael Parks
- g. Municipal Building Closeout – Michael Parks
- h. Rock Creek Watershed Protection Area – Michael Parks
- i. USGS/City of Auburn Partnership – Michael Parks

Mayor Roquemore asked for a motion to approve the remainder of the consent agenda.

Motion: Made by **Council Member Sisk** to table consideration until the next meeting.

Second: by **Council Member Rowan**

Mayor Roquemore asked for any discussion, there was none. Votes were taken with all

members present voting yes.

Item that was removed from Consent Agenda for further Discussion

Item 3 j.: PUD Zoning Text Amendment—Sarah McQuade

Mayor Roquemore asked for a motion to table PUD Zoning Text Amendment

Motion: Made by **Council Member Sisk**

Second: Made by **Council Member Bradley**

Mayor Roquemore asked for any discussion. **Council Member Bradley** asked if we table it would that mean we were not making a decision tonight? Jack stated that it is correct. Votes were taken **Council Member Sisk** voted yes; the **remaining Council Members** voted no.

Mayor Roquemore asked for a motion to divide the questions presented in the PUD Zoning Text Amendment into two sections a) Density and b) Grading.

Motion: Made by **Council Member Rowan**

Second: Made by **Council Member Bradley**

Mayor Roquemore asked for any discussion, there was none. Votes were taken with all members present voting yes.

Mayor Roquemore asked for a motion regarding Subsection 17.90.140(c)(1) regarding Density.

Motion: Made by **Council Member Rowan** to leave the Density as stated currently in Section 17.90.140(c)(1) by not increasing the Density.

Second: Made by **Council Member Bradley**

Mayor Roquemore asked for any discussion, **Council Member Rowan** discussed the citizens do not want denser properties. **Council Member Vogel** discussed the desire for larger homes. **Council Member Sisk** discussed larger homes larger lots. Votes were taken with all members present voting yes.

Item 3 j b: PUD Zoning Text Amendment deleting the Subsection 17.90.140(c)(6).

Mayor Roquemore asked for a motion regarding PUD Zoning Text Amendment for Subsection 17.90.140(c)(6) regarding grading.

Motion: Made by **Council Member Rowan** to delete Subsection 17.90.140(c)(6).

Second: Made by **Council Member Vogel**

Mayor Roquemore asked for any discussion, **Council Member Vogel** discussed efficiency of completing grading at one time. Water and mud is an EPA issue so buffers would have to be in place. **Council Member Rowan** stated that all things should be done correctly if cleared at one time in accordance with City ordinances. **Council Member Bradley** stated she is concerned about the trees and wants trees saved that should be saved. Votes were taken **Council Member Bradley** Voted No, the remaining **Council Members** voted yes.

Mayor Roquemore asked for any citizen comments.

Silvia Barber, 1220 St Andrews Dr, Auburn, GA 30011 expressed how she would like to see the Council meetings video recorded and livestreamed.

Beth Lyle Magness, 126 Lyle Rd., Auburn, GA 30011 expressed that she wants to protect property and not prevent people from selling their property.

ADJOURNMENT: **Mayor Roquemore** asked for a motion to adjourn.

Motion: Made by **Council Member Sisk** to adjourn.

Second: By **Council Member Rowan**.

Mayor Roquemore asked for any discussion. There was none. Votes were taken with all members present voting yes. Meeting adjourned.

Respectfully submitted,
Read and approved this _____ Day of October 2024

Attest:

Mayor Richard E. Roquemoire



MAYOR

Rick E. Roquemore

CITY ADMINISTRATOR

Michael Parks

CITY COUNCIL

Robert L. Vogel III

Taylor J. Sisk

Jamie L. Bradley

Joshua Rowan

CITY COUNCIL WORKSHOP MEETING

October 24, 2024

6:00 PM

Council Chambers

1 Auburn Way

Auburn, GA 30011

Present: Mayor:

Richard Roquemore

Council Member:

Robert L. Vogel. III

Council Member:

Taylor J. Sisk

Council Member:

Jamie L. Bradley

Council Member:

Joshua Rowan

City Staff in Attendance: Michael Parks, Corporal Rucker, Staci Waters, Brooke Haney, Iris Akridge

Also in Attendance: Jack Wilson

Mayor Roquemore called the meeting to order at 6:00 pm.

Item 1: Council Reports and Announcements

Mayor Roquemore asked for Council Reports and Announcements.

Council Member Sisk announced that Apalachee High School Wrestling is holding a raffle to raise funds for new mats.

Mayor Roquemore thanked all the workers of the Auburnfest for a great event.

Council Member Bradley thanked Teri for her help in the Museum at Auburnfest.

Item 2: PUBLIC HEARING

Mayor Roquemore explained that there will be two public hearings for Auburn- Barrow County 2024 Property Tax/Milage Rate and Auburn-Gwinnett County 2024 Property Tax/Milage Rate.

Auburn-Barrow County 2024 Property Tax/Milage Rate

Mayor Roquemore asked for a motion to open the Public Hearing for the Auburn-Barrow County 2024 Property Tax/Milage Rate.

Motion: Made by **Council Member Bradley** to open the Public Hearing for the Auburn-Barrow County 2024 Property Tax/Milage Rate.

Second: By **Council Member Sisk**

Mayor Roquemore asked for any discussion. There was none. Votes were taken with all members present voting yes excluding **Council Member Rowan**, he was absent during the vote.

Staff Report- Auburn-Barrow County 2024 Property Tax/Millage Rate

Michael Parks presented

Mayor Roquemore announced that we would open the hearing to comments allowing 10 minutes for people to speak in favor of the 2024 Property Tax/Milage Rate and Auburn-Barrow County 2024 Property Tax/Milage Rate. There were none.

Mayor Roquemore announced that we would open the hearing to comments allowing 10 minutes for people to speak in opposition to the 2024 Property Tax/Milage Rate and Auburn-Barrow County 2024 Property Tax/Milage Rate. There were none.

Mayor Roquemore asked for a motion to close the hearing for the Auburn-Barrow County 2024 Property Tax/Milage Rate.

Motion: Made by Council Member Bradley to close the Public Hearing for the Auburn-Barrow County 2024 Property Tax/Milage Rate.

Second: By **Council Member Sisk**

Mayor Roquemore asked for any discussion. There was none. Votes were taken with all members present voting yes excluding **Council Member Rowan**, he was absent during the vote.

Auburn-Gwinnett County 2024 Property Tax/Milage Rate

Mayor Roquemore asked for a motion to open the Public Hearing for the Auburn-Gwinnett County 2024 Property Tax/Milage Rate.

Motion: Made by **Council Member Sisk** to open the Public Hearing for the Auburn-Gwinnett County 2024 Property Tax/Milage Rate.

Second: By **Council Member Bradley**

Mayor Roquemore asked for any discussion. There was none. Votes were taken with all members present voting yes excluding **Council Member Rowan**, he was absent during the vote.

Staff Report- Auburn-Gwinnett County 2024 Property Tax/Millage Rate

Michael Parks presented

Mayor Roquemore announced that we would open the hearing to comments allowing 10 minutes for people to speak in favor of the 2024 Property Tax/Milage Rate and Auburn-Gwinnett County 2024 Property Tax/Milage Rate. There were none.

Mayor Roquemore announced that we would open the hearing to comments allowing 10 minutes for people to speak in opposition to the 2024 Property Tax/Milage Rate and Auburn-Gwinnett County 2024 Property Tax/Milage Rate. There were none.

Mayor Roquemore asked for a motion to close the hearing for the Auburn-Gwinnett County 2024 Property Tax/Milage Rate.

Motion: Made by **Council Member Sisk** to close the Public Hearing for the Auburn-Gwinnett County 2024 Property Tax/Milage Rate.

Second: By **Council Member Bradley**

Mayor Roquemore asked for any discussion. There was none. Votes were taken with all members present voting yes excluding **Council Member Rowan**, he was absent during the vote.

WORKSHOP ITEMS FOR DISCUSSION

Item 3: Auburn Downtown Overlay District Zoning

Michael Parks Presented

-placed on November 14, 2024, Council Business Agenda

Item 4: Harmony Grove Cemetery

Michael Parks Presented

-placed on November 14, 2024, Council Business Agenda

Item 5: Water Treatment Plant Contract

Michael Parks presented

-placed on November 14, 2024, Council Business Agenda

Item 6: Special Called Meeting Dates

Michael Parks presented for discussion only.

Item 7: City of Auburn Indemnity Ordinance

Jack Wilson presented

-placed on November 14, 2024, Council Business Agenda

Item 8: Amend City of Auburn Charter Section 5.13

Jack Wilson presented

-tabled until November 21, 2024, Workshop meeting

Item 9: Board Appointees Code of Conduct

Jack Wilson presented

- tabled until November 21, 2024, Workshop meeting

Item 10: 120 Water System

Iris Akridge presented

-placed on November 14, 2024, Council Business Agenda

Item 11: LRA College Street

Iris Akridge presented

-placed on November 14, 2024, Council Business Agenda

Item 12: Bid for Saddle Creek

Iris Akridge presented

-placed on November 14, 2024, Council Business Agenda

Item 13: Liquidate Police Vehicles

Michael Parks presented

-placed on November 14, 2024, Council Business Agenda

Item 14: Garage Enclosure Ordinance

Jack Wilson presented

- tabled until November 21, 2024, Workshop meeting

Mayor Roquemore asked if there were any citizen comments.

Rob Yoe, 1531 Wynfield Dr, Auburn, Ga 30011

Spoke regarding Board Appointees Code of Conduct.

Expressed concerns on Amend City of Auburn Charter Section 5.13.

James Matthews, 1315 Wyngate Rd, Auburn, Ga 30011

Spoke regarding Amend City of Auburn Charter Section 5.13.

Silvia Barber, 1220 St. Andrews Dr, Auburn, Ga 30011

Spoke regarding Board Appointees Code of Conduct and Amend City of Auburn Charter Section 5.13.

EXECUTIVE SESSION

Mayor Roquemore stated that there was a need for an executive session to discuss Pending Litigation and Potential Litigation Matters.

Mayor Roquemore asked for a motion to go into Executive session.

Motion: Made by **Council Member Sisk** to go into Executive session.

Second: Made By **Council Member Bradley**

Mayor Roquemore asked for any discussion. There was none. Votes were taken with all members present voting yes.

After the Executive Session, the City Attorney reported that during Executive Session the Council met to discuss potential litigation and pending litigation matters as allowed by the Open Meetings Act. There were no votes taken and no evidence received in the Executive Session. The original affidavit and resolution

have been signed and delivered to the staff to be included within the minutes of this meeting.

Respectfully submitted,

Read and approved this _____ Day of October 2024 Attest:

Mayor Richard Roquemore



MAYOR
Rick E. Roquemore

CITY ADMINISTRATOR
Michael E. Parks

CITY COUNCIL
Robert L. Vogel III
Taylor J. Sisk
Jamie L. Bradley
Joshua Rowan

AGENDA ITEM: c

TO: Mayor and Council

FROM: Michael Parks, City
Administrator

DATE: November 14, 2024

PURPOSE: Harmony Grove Cemetery Donation

BACKGROUND: Harmony Grove Cemetery is located at the end of Parks Mill Rd. and Harmony Grove Church Rd. The cemetery is part of a church that is facing financial difficulties and has offered to donate the cemetery to the city. The cemetery carries a historical value to the City of Auburn due to the many generational early Auburn citizens buried there. There is also a person involved with the Perry-Rainey College in that location. Jack has completed research and has obtained the documentation necessary for the donation to occur. There are open lots available for sale that will be handled through the city. The church has asked that we maintain the name of Harmony Grove Cemetery – City of Auburn for historical purposes.

RECOMMENDATION: To approve the donation if the Harmony Grove Cemetery to the City of Auburn.

FUNDING: N/A

ATTACHMENTS: See attached

eFiled and eRecorded
DATE: 03/15/2024
TIME: 2:58 PM
DEED BOOK: 2828
PAGE: 605 - 612
FILING FEES: \$25.00
INTANGIBLE TAX: \$0.00
PARTICIPANT ID: 9180946126
RECORDED BY: AW
CLERK: Janie J. Jones
Barrow County, GA

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

Please return to:
Powell & Edwards, LLP
P. O. Box 1390
Lawrenceville, GA 30046-1390
File No. 19-003A
Tax Parcel Nos. AU08 001 and AU08 002

To the Clerk of Court: Please cross-reference this instrument to instruments recorded in Deed Book 2197, Page 299, Barrow County, Georgia records, and Deed Book 2197, Page 325, aforesaid records.

STATE OF GEORGIA

COUNTY OF GWINNETT

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT (this "Agreement") is entered into on the 14th day of March 2024, by and between **BARROW COMMUNITY CHURCH, INC., a Georgia non-profit corporation** ("Borrower"), and **AMERIS BANK** ("Bank").

RECITALS:

A. On January 31, 2019, Bank made a loan to Borrower evidenced by a promissory note executed by Borrower in favor of Bank in the principal sum of \$890,000.00, bearing interest at the rate set forth therein.

B. In order to secure the obligation of the aforesaid promissory note and all renewals and extensions thereof, and such other and further indebtedness of any amount which was then owed or might thereafter be owed by obligor under said promissory note, the following instruments were executed and delivered to Bank: a certain Deed to Secure Debt and Security Agreement dated January 31, 2019, filed for record on February 4, 2019 and recorded in Deed Book 2197, beginning at Page 299, Barrow County, Georgia deed records (the "Security Deed"); a certain Assignment of Leases and Rents dated January 31, 2019, filed for record February 4, 2019 and recorded in Deed Book 2197, beginning at Page 325, aforesaid records; and a certain UCC Financing Statement, File No. 007-2019-004172, filed for record February 5, 2019 and recorded in the Statewide Index with the Clerk of Superior Court of Barrow County, Georgia, as

amended by UCC Financing Statement Amendment, File No. 007-2023-041620, filed for record August 15, 2023 in the aforesaid records, and as continued by UCC Financing Statement Amendment, File No. 007-2023-041858, filed for record August 15, 2023 in the aforesaid records (together with any other documents executed therewith or thereafter in connection therewith are collectively, the “Loan Documents”).

C. Borrower has executed herewith a renewal promissory note in favor of Bank in the principal amount of \$754,982.50 (the “New Note”).

D. Borrower has requested, and Bank has agreed, to modify, alter and amend the Loan Documents and it is to the mutual benefit of the parties herein to modify, alter and amend the Loan Documents as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the sum of \$10.00, in hand paid by Borrower to Bank, the mutual premises, covenants and agreements herein contained and for other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1.

The Loan Documents are hereby modified so that the note secured by the Security Deed and referred to in all of the Loan Documents includes the New Note, which indebtedness shall be due and payable in accordance with the terms and conditions set forth therein on or before **March 14, 2027**.

2.

The Loan Documents are hereby modified to show the lender / bank therein as “Ameris Bank”.

3.

The Security Deed is hereby modified by adding the following as Paragraph 3.14 thereof:

3.14 Property Use and Lease Restrictions. Borrower shall not lease any portion of the Property to, or permit the use of any portion of the Property by, any business or entity (including, without limitation, Borrower) engaged in any activity on or at the Property that violates any applicable federal, state or local law, even if such activity is legal under other applicable federal law or under other state or local law applicable where the business is or will be located. If any portion of the Property is used for any activity in violation of the foregoing or leased to any business or entity in violation of the foregoing, then it shall be an event of default under this Agreement if such use or lease was with the consent of Borrower, or, if such use or lease was not with the consent of Borrower, it shall

constitute an event of default under this Agreement if Borrower does not diligently pursue the discontinuance of such use or termination of such lease.

4.

Exhibit "A" to the Security Deed is hereby deleted in its entirety and replaced with Exhibit "A" attached to this Agreement in lieu thereof. Borrower does hereby grant and convey the property described on Exhibit "A" attached to this Agreement to Bank pursuant to and in accordance with the terms and provisions of the Security Deed. Upon the execution of this Agreement, the only real property that shall be encumbered by the Security Deed is the real property described on Exhibit "A" attached hereto.

5.

The Security Deed which this instrument is given to modify originally secured an indebtedness which was due and payable more than thirty-six (36) months from the date of origination thereof, and intangible tax in the amount of \$2,670.00 was paid upon the recording thereof. This instrument modifies the Security Deed so that it does not secure any additional indebtedness, therefore, no intangible tax is due upon the recording hereof.

6.

In all other respects and except as expressly changed by this Agreement, the terms and conditions contained in the Loan Documents shall remain in full force and effect and unchanged, and said Loan Documents are hereby ratified and confirmed. Nothing contained herein shall be construed to be a novation or satisfaction of the Loan Documents. Nothing in this Agreement will constitute a satisfaction of the obligation(s) of Borrower. This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, legal representatives, successors and assigns. Bank's interests in and rights under this Agreement are freely assignable, in whole or in part, by Bank. In addition, nothing in this Agreement shall prohibit Bank from pledging or assigning this Agreement or any interest therein. Borrower shall not assign its rights and interest hereunder without the prior written consent of Bank, and any attempt by Borrower to assign without Bank's prior written consent is null and void. Any assignment shall not release Borrower from its obligation(s). If the terms of this Agreement should conflict with the terms of any Loan Documents, the terms of this Agreement shall control. This Agreement shall be construed in accordance with the laws of the State of Georgia, without regard to that State's conflict of laws principals, and such laws shall govern the interpretation, construction and enforcement hereof. If any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective but only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. All references herein to Borrower, guarantor, person, document or other nouns of reference mean both the singular and plural form, as the case may be, and the term "person" shall mean any individual, person or entity. The captions contained herein are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement. This

3

Agreement shall not be amended except by a written instrument signed by all parties hereto which instrument contains a specific reference to this Agreement. Borrower expressly agrees that the New Note is in full force and effect and that Borrower does not have any defense, claim, counterclaim or right of setoff, legal or equitable, arising out of or in connection with the loan transaction related hereto. Consent by Bank to this Agreement does not waive Bank's right to strict performance of the obligation(s) of Borrower as changed, nor obligate Bank to make any future change in terms.

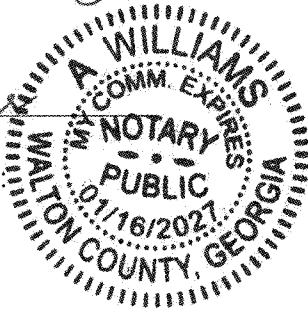
(Signatures Contained on Following Page)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day, month and year set forth above.

Signed, sealed and delivered
in the presence of:

Amy S. Pfeffinger
Unofficial Witness

A Williams
Notary Public
My Commission Expires:



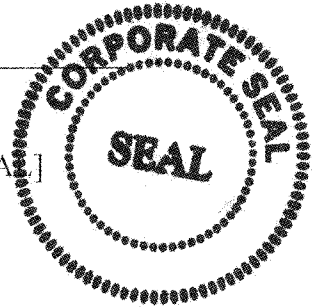
BORROWER:

Barrow Community Church, Inc., a
Georgia non-profit corporation

By: Shannon Chance
Shannon Chance, CEO

By: Kenny Beck
Kenny Beck, Secretary

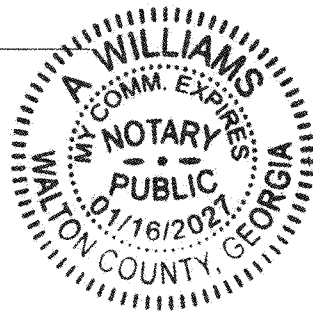
[CORPORATE SEAL]



Signed, sealed and delivered
in the presence of:

Amy S. Pfeffinger
Unofficial Witness

A Williams
Notary Public
My Commission Expires:



BANK:

Ameris Bank

By: Clay Cannon
Clay Cannon, Vice President

[BANK SEAL]

Exhibit "A"
Legal Description

All that tract or parcel of land lying and being in Barrow County, Georgia and being more fully described as follows:

ALL THAT TRACT OR PARCEL OF LAND lying and being in said State and County, described as follows: Beginning at Harmony Grove Church line on a rock corner and running SW 16 rods to a rock corner; thence 13 1/4 rods NW to a rock corner; thence NE to a rock corner on church line; thence SE to the beginning rock corner, containing one and one quarter (1 1/4) acres, more or less.

Also that tract or parcel of land lying along side the above described lot and beginning at a rock corner on the public road running from the old Bagwell home place to Lawrenceville, Ga, and running with the said road one hundred forty eight (148) yards to a rock; thence in a north direction 120 yards to a rock corner; thence 148 yards NE to a rock corner; thence to the beginning corner, containing three and one half (3 1/2) acres of land, more or less.

The two above tracts are more particularly described on and the property described herein includes all of the property shown on that certain plat recorded in Deed Book 34, Page 628, Barrow County, Georgia records, which plat is incorporated herein by this reference thereto for a more complete description of said property.

AND ALSO:

ALL THAT TRACT OR PARCEL OF LAND lying and being in G.M.D. 1740, Barrow County, Georgia, and being designated as Tracts 5 and 6 containing .831 acres according to a survey for Phillip Beard by W. T. Dunahoo & Associates, dated August 22, 1972, reference to which is made and incorporated as a part of this description, and being more fully described as follows:

BEGINNING at a stake corner where Tract Numbers 3 and 5 join on the Northwest right of way of Harmony Grove Church Road and running thence South 51 degrees 54 minutes West along the Northwest right of way of Harmony Grove Church Road, a distance of 100 feet to an iron pin where the property herein conveyed joins other property of Harmony Grove Church; thence North 38 degrees 00 minutes West along other property of Harmony Grove Church, a distance of 362.0 feet to a rock corner on the dividing line of Tract No.3; thence North 51 degrees 54 minutes East along the dividing line between Tract No.3 and Tract No.6, a distance of 100 feet to an iron pin corner; thence South 38 degrees 00 minutes East, a distance of 362.0 feet to a stake corner on the Northwest right of way of Harmony Grove Church Road and the point of beginning.

AND ALSO:

ALL THAT TRACT OR PARCEL OF LAND lying and being in the 1740th District, G.M., State of Georgia, County of Barrow, encompassing 13.31 acres and being more particularly described and delineated according to a plat and survey prepared by W. T. Dunahoo and Associates, Inc., certified by W. T. Dunahoo, Georgia Registered Surveyor No. 1577, dated June 11, 1976, entitled "Survey for Phillip D. Pyron," said plat being of record in the Office of the Clerk of Superior Court of Barrow County, Georgia in Plat Book 12, page 163; which said plat and the recording thereof are by reference hereto incorporated herein for a more complete and detailed description.

(Exhibit "A" Continued on Following Page)

Less and Except:

All that tract or parcel of land lying and being in G.M.D. No. 1740 of Barrow County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin set on the northwesterly right of way line of Harmony Grove Church Road (60' right of way), said iron pin being located 550.0' southwesterly along said northwesterly right of way of Harmony Grove Church Road from the intersection of said right of way line with the southwesterly right of way line of Blackstock Road (having an 80' right of way); thence, from said point of beginning and following southwesterly along said northwesterly right of way line: 90.00 feet along the arc of a curve to the left, said curve having a radius of 3630.00 feet and subtended by a chord of South 51°32'49" West 90.00 feet to an iron pin set; thence, leaving said right of way, North 69°24'55" West a distance of 94.48 feet to an iron pin set; thence North 39°07'13" West a distance of 60.00 feet to an iron pin set; thence North 19°09'24" West a distance of 124.50 feet to an iron pin set; thence North 37°11'55" West a distance of 113.94 feet to an open top pin found at a rock; thence North 52°12'09" East a distance of 100.18 feet to an open top pin found; thence South 37°43'11" East a distance of 361.31 feet to an iron pin set on the northwesterly right of way line of Harmony Grove Church Road (60' right of way) and the **POINT OF BEGINNING**.

Said tract or parcel contains 0.9627 acres and is shown as Tract 2 on that certain Survey For: Harmony Grove United Methodist Church of Auburn, Inc., dated December 30, 2014, as last revised on December 12, 2017, prepared by McNally & Patrick, Inc. and bearing the seal of Lloyd C. McNally, Jr., R.L.S. No. 2040.

FURTHER LESS AND EXCEPT the following described property, to wit:

All that tract or parcel of land lying and being in G.M.D. 1740, Barrow County, Georgia, containing 2.83 acres, more or less, and being shown on that certain survey entitled "Survey For Harmony Grove United Methodist Church", prepared by Christopher E. Moore & Associates, Inc., bearing the seal of Christopher E. Moore, Georgia Registered Land Surveyor No. 2828, Job #200019, dated June 20, 2020, and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence at a point located at the intersection of the northwesterly right-of-way line of Harmony Grove Church Road (having a 60-foot right-of-way) with the southwesterly right-of-way line of Blackstock Road; run thence along said northwesterly right-of-way line of Harmony Grove Church Road in a southwesterly direction a distance of 996.0 feet to a point marked by an iron pin set, said point being the TRUE POINT OF BEGINNING; from said TRUE POINT OF BEGINNING, continue thence along said right-of-way line of Harmony Grove Church Road and following the arc of a curve to the right an arc distance of 151.43 feet to a point (said arc having a radius of 3,111.99 feet and being subtended by a chord bearing South 45 degrees 41 minutes 36 seconds West a distance of 151.41 feet); continue thence along said right-of-way line and following the arc of a curve to the right an arc distance of 207.72 feet to a point marked by an iron pin set (said arc having a radius of 2,300.46 feet and being subtended by a chord bearing South 49 degrees 46 minutes 02 seconds West a distance of 207.65 feet); thence leaving said right-of-way line, run North 35 degrees 03 minutes 09 seconds West a distance of 121.56 feet to a point marked by an iron pin set; run thence along the arc of a curve to right an arc distance of 129.16 feet to a point (said arc having a radius of 255.97 feet and being subtended by a chord bearing North 11 degrees 34 minutes 26 seconds West a distance of 127.79 feet); run thence along the arc of a curve to the right an arc distance of 201.71 feet to a point marked by an iron pin set (said arc having a radius of 413.32 feet and being subtended by a chord bearing North 18 degrees 24 minutes 05 seconds East a distance of 199.71

feet); run thence South 55 degrees 14 minutes 28 seconds East a distance of 16.31 feet to a point marked by an iron pin set; run thence along the arc of a curve to the right an arc distance of 132.19 feet to a point marked by an iron pin set (said arc having a radius of 209.81 feet and being subtended by a chord bearing North 53 degrees 45 minutes 53 seconds East a distance of 130.01 feet); run thence along the arc of a curve to the right an arc distance of 56.37 feet to a point marked by an iron pin set (said arc having a radius of 332.02 feet and being subtended by a chord bearing North 82 degrees 46 minutes 31 seconds East a distance of 56.30 feet); run thence along the arc of a curve to the right having an arc distance of 69.21 feet to a point marked by an iron pin set (said arc having a radius of 133.34 feet and being subtended by a chord bearing South 78 degrees 32 minutes 09 seconds East a distance of 68.43 feet); run thence South 36 degrees 07 minutes 55 seconds East a distance of 32.07 feet to a point marked by an iron pin set; run thence South 38 degrees 10 minutes 28 seconds East a distance of 33.42 feet to a point marked by an iron pin set; run thence South 29 degrees 10 minutes 39 seconds East a distance of 46.71 feet to a point marked by an iron pin set; run thence South 24 degrees 56 minutes 44 seconds East a distance of 18.60 feet to a point marked by an iron pin set; run thence along the arc of a curve to the right an arc distance of 22.69 feet to a point marked by an iron pin set (said arc having a radius of 48.13 feet and being subtended by a chord bearing South 04 degrees 29 minutes 10 seconds East a distance of 22.48 feet); run thence along the arc of a curve to the left an arc distance of 104.24 feet to a point marked by an iron pin set, said point being the TRUE POINT OF BEGINNING (said arc having a radius of 489.32 feet and being subtended by a chord bearing South 07 degrees 38 minutes 52 seconds West a distance of 104.04 feet).



MAYOR
Rick E. Roquemore

CITY ADMINISTRATOR
Michael E. Parks

CITY COUNCIL
Robert L. Vogel III
Taylor J. Sisk
Jamie L. Bradley
Joshua Rowan

AGENDA ITEM: d

TO: Mayor and Council

FROM: Michael Parks

DATE: November 8, 2024

PURPOSE: Provide Licensed Contract Water Treatment Plant Operator for the New Drinking Water Treatment Plant

BACKGROUND: The Drinking Water Treatment Plant is scheduled for Pre Operations Testing in December 2024. The Licensed Contractor Operator needs to be in place at that time. The operations contract was bid out earlier this year and ESG/InfraMark was selected as the most qualified and best budget. ESG/InfraMark operate the Winder Drinking Water Treatment Plant.

RECOMMENDATION: The selection committee and Hussey Gay Bell recommend authorizing the Mayor and City Administrator to sign the agreement subject to approval as to form by the City Attorney.

FUNDING: Funding for this agreement has been included in the 2024/2025 budget.

ATTACHMENTS: Draft Agreement from Jack Wilson.

WATER TREATMENT PLANT OPERATION AND MAINTENANCE AGREEMENT

This **Water Plant Operation and Maintenance Agreement** (the “Agreement”) is made this _____ day of October 2024, between:

- 1) **THE CITY OF AUBURN, GEORGIA**, a Georgia municipal corporation with its principal place of business at One Auburn Way, Auburn, Georgia 30011 (hereinafter the “Client”); and
- 2) **INFRAMARK, LLC d/b/a ESG OPERATIONS**, a Texas limited liability company with its principal place of business at 6400 Peake Road, Macon, Georgia 31210 (hereinafter the “Operator”).

BACKGROUND

The Client desires to procure operation and maintenance services required for the Client’s water treatment facilities as set forth in Schedule 5 attached to this Agreement (“Facilities”) and the Operator desires to provide said operations and maintenance services to the Client.

In consideration of the mutual promises in this Agreement, the parties agree as follows:

1) TERM

This Agreement shall commence on November 1, 2024 (“Commencement Date”) and shall remain in full force and effect for five (5) years from the Commencement Date (“Initial Term”) unless terminated earlier under Section 5 below. After the Initial Term, the Agreement shall be automatically renewed for one additional five (5) year periods unless terminated in writing by either party at least sixty (60) days prior to the expiration of the then current term.

2) OPERATOR’S SERVICES

- 2.1. Operator, in regard to the Facilities, shall provide the services as set forth in Schedule 1 attached to this Agreement (the “Services”).
- 2.2. Operator shall be responsible for all Annual Maintenance Expenditures not to exceed the Annual Repair and Maintenance Budget. For the first Agreement Year of this Agreement, the Annual Repairs and Maintenance Budget shall be \$103,960.00, which shall be included in the Annual Compensation. Operator will track Annual Maintenance Expenditures incurred against the Annual Repair and Maintenance Budget and provide an accounting of all Annual Maintenance Expenditures incurred against the Annual Repair and Maintenance Budget in each monthly report provided to the Client. If, at any point during an Agreement Year, the actual Annual Maintenance Expenditures incurred to that point exceed the Annual Repair and Maintenance Budget, the Operator will invoice the Client for the excess cost in accordance with Section 4.5 and will continue to invoice any additional Annual Maintenance Expenditures on a monthly basis thereafter. Operator shall reimburse Client an amount, if any, equal to all unexpended amounts remaining in the Annual Repair and Maintenance Budget with a period of sixty (60) days following each anniversary of the Commencement Date.
- 2.3. Except in the case of an Emergency Event, Operator shall obtain the prior written approval of the Client for any single Annual Maintenance Expenditure which shall cost more than Five Thousand dollars (\$5,000.00). When the Operator determines that an Emergency Event exists, it may begin immediately taking any necessary action related thereto, without the Client’s

prior approval. Any costs incurred during the Emergency shall be included in the Annual Maintenance Expenditures, subject to the Client's subsequent review and approval.

- 2.4. The Client shall furnish to the Operator all Chemicals. Client and Operator agree to establish annually an Annual Chemical Budget for funding the Client's purchase of Chemicals from the Operator. For the first Agreement Year of this Agreement, the Annual Chemical Budget shall be \$92,000.00, which shall be included in the Annual Compensation. The Annual Chemical Budget shall be the property of the Client and shall be expended by Operator as a credit against any monthly invoice for Chemicals and any applicable sales tax. Should actual Chemical costs exceed the Annual Chemical Budget, Operator shall invoice the Client for one hundred percent (100%) of amount expended over the Annual Chemical Budget, and the Client shall pay Operator in accordance with Section 4.6. However, Operator shall get approval from the Client prior to Operator incurring costs which exceed the Annual Chemical Budget. The Chemicals shall be the property of and titled in the Client upon delivery to the Facilities. The Client shall furnish and make available the Chemicals to Operator for the Services and Operator shall use the Chemicals solely for the Services provided hereunder. A final reconciliation of reimbursements for Chemicals in accord with the stated Annual Chemical Budget shall be made following the end of each Agreement Year. Any amount not expended during each Agreement Year will be reimbursed to the Client within sixty (60) days of expiration of said period.
- 2.5. Operator may perform additional services or Corrective Maintenance beyond the Services specified in Section 2.1 with the mutual consent of both parties. The parties shall separately negotiate the costs of any such additional services.
- 2.6. Within ninety (90) days of the Commencement Date, Operator shall recommend Capital Improvements to the Client as are necessary or recommended to perform the Services in compliance with the terms of this Agreement and Applicable Law. Thereafter, Operator may recommend Capital Improvements or operational changes to the Client as are necessary or recommended to perform the Services in compliance with the terms of this Agreement and Applicable Law. Operator may finance any such Capital Improvements that have been approved by the Client, subject to mutually agreeable terms and conditions of repayment by the Client. In the event the Client does not approve and make a Capital Improvement or operational change recommended by Operator, Operator shall continue to perform the Services up to the capabilities of the Facilities; however, Operator will not be liable for any loss, damage or liability arising from or related to the Client's rejection of or refusal to implement the recommended Capital Improvement or operational changes, including any loss, damage, or liability for (a) failure of the Facilities, (b) failure to comply with Applicable Law, (c) failure to meet the requirements of this Agreement or (d) claims for indemnification.
- 2.7. Operator shall:
 - 2.7.1. Perform the Services in accordance with the provisions of this Agreement, Applicable Law, and all permits, licenses, and specifications applicable to the operation and maintenance of the Facilities; exercising the degree of skill and care ordinarily exercised by members of Operator's profession in the geographic region of the Facilities.
 - 2.7.2. Use qualified (and where required, certified) personnel to operate and maintain the Facilities and all its equipment and processes in accordance with relevant operation and, if available, maintenance manuals for the Facilities, Applicable Law, and the Client's Permits;

- 2.7.3. Provide training for personnel providing the Services hereunder in the areas of operation, maintenance, safety, supervisory skills, laboratory, and energy management;
- 2.7.4. Develop and implement a safety program related to the Services to be provided hereunder;
- 2.7.5. Perform (or contract with a laboratory certified by the appropriate regulatory body to perform) all sampling and laboratory analysis required by Applicable Law or the Client's Permits as of the Effective Date of this Agreement. Laboratory procedures and analysis shall conform to the then current edition of Standard Methods for the Examination of Water, or shall be in accordance with testing requirements of Applicable Law and the Client's Permits;
- 2.7.6. Subject to the limitations in Section 3, below, perform the Routine Preventative Maintenance tasks in Schedule 1 and provide the Client with documentation of such Routine Preventative Maintenance has been performed in accordance with manufacturers' recommendations;
- 2.7.7. Maintain necessary records of operations, maintenance, repair and improvement activities at the Facilities and shall prepare and submit to the Client a monthly report, delivered to the Client the following month, including a narrative and summary of operations, maintenance, repair and replacement activities (including the draw-down against the Annual Repair and Maintenance Limit) and data required for monthly reporting to local, state and federal agencies;
- 2.7.8. Provide response services for an Emergency Event at the Facilities twenty-four hours a day, seven days a week;
- 2.7.9. Provide computerized maintenance, process control, and laboratory management systems necessary to perform the Services; upon request from Client, Operator shall furnish complete and accurate records, including historical data and trends from said systems; and
- 2.7.10. Provide the Client with a spare parts inventory.

3) CLIENT OBLIGATIONS

3.1. Client shall:

- 3.1.1. Obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the Client's Permits;
- 3.1.2. Arrange for and pay: i) all costs related to delivery to and consumption of utilities to the Facilities, including electricity, water, gas, generator fuel, and telephone usage at the Facilities; ii) all property, value-related, franchise, sales, use, excise, gross receipts, transaction privilege or other taxes associated with the Services and the ownership, operation and maintenance of the Facilities, other than taxes imposed on Operator's net income or payroll; iii) expenses incurred from the treatment of Non-Processible Water, including without limitation, any penalties and fines that may be assessed as a result; iv) expenses resulting from influent or pollutant loads exceeding the Baseline Conditions as set forth in Schedule 6; iv) expenses resulting from hydraulic or organic loads exceeding the Baseline Conditions as set forth in Schedule

6; v) all costs attributable to the transportation and disposal of Process Residue; vi) all Capital Improvements; vii) all costs for grass cutting and other landscaping; viii) all costs, including but not limited to employee wages, for the Operator to respond to an Emergency Event; ix) all costs, including but not limited to employee wages, for the Operator to respond to a cyberattack; x) all sampling and laboratory analysis required by Applicable Law or the Client's Permits unless assumed by Operator under Section-2.7.5

- 3.1.3. Comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the Operator under this Agreement). The Operator shall not be responsible for Client's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the Operator hereunder;
 - 3.1.4. During visits to the Facilities, comply and shall require its agents, licensees of invitees to comply with all reasonable safety rules and regulations adopted by the Operator;
 - 3.1.5. Maintain all sewer lines, pipes, force mains, and all other water transportation lines ("Client Lines"), that are not part of the Facilities under Operator's control, in a manner that will prevent, to the extent practicable, any damage to the operation of the Facilities due to leakage of water or infiltration or inflow of storm water from such Client Lines;
 - 3.1.6. Perform all duties and discharge all responsibilities and obligations relating to the operation and maintenance of the Facilities not expressly assumed by the Operator pursuant to the terms of this Agreement; and
 - 3.1.7. Grant the Operator, free of charge, a license to use the Facilities, including all equipment, structures, facilities and vehicles under Client's ownership and which have been assigned by Client to the Facilities.
- 3.2. Client shall be responsible for all Corrective Maintenance for the Facilities unless otherwise agreed to by the parties. In the event the Client does not perform any required Corrective Maintenance, Operator will not be liable for any loss, damage or liability arising from or related to the Client's failure to performance Corrective Maintenance, including any loss, damage, or liability for (a) failure of the Facilities, (b) failure to comply with Applicable Law, (c) failure to meet the requirements of this Agreement or (d) claims for indemnification.

4) FEES AND PAYMENT

- 4.1. For the period beginning on the date that Operator commences Services under Section 2 above and as set forth in Schedule 1, Client shall pay Operator the Annual Compensation as set out in Schedule 4. The Annual Compensation for the first Agreement Year shall be \$760,180.00. Client shall pay the Annual Compensation in equal monthly installments, which for the first Agreement Year shall be \$63,348.33. The Annual Compensation shall be due, in advance, on the first of the month during which the Services will be rendered. All other payments shall be due within thirty (30) days of the date of invoice. Client shall make all payments by Automated Clearing House (ACH) or wire transfer.
- 4.2. For all subsequent Agreement Years, the parties shall negotiate in good faith an adjustment to the Operator's Annual Compensation for each subsequent Agreement Year. If the parties

are unable to agree to an adjustment to the Base Fee by the Adjustment Date, the Base Fee will be adjusted as set forth in Section 2 of Schedule 4; however, the Annual Repair and Maintenance Budget and the Annual Chemical Budget shall be the same amount as in the prior Agreement Year, unless a revised budget is mutually agreed upon. In no event will the Base Fee be reduced by the adjustment set forth in Section 2 of Schedule 4.

- 4.3. Any disputes regarding invoices shall be raised, in writing setting forth sufficient detail regarding the nature of the dispute, within ninety (90) business days from the date of said invoice. If Client has a dispute with any charges, all undisputed charges on said invoice(s) will be due in accordance with the above times and the Parties shall negotiate in good faith to resolve any such dispute in a timely manner. If Client does not properly raise a dispute with an invoice within ninety(90) business days from the date of said invoice, any such disputes will be waived.
- 4.4. Any and all late payments due to either party from the other party shall accrue interest at a rate of one and one-half percent (1½ %) per month from the original due date and until payment is received, unless waived by agreement.
- 4.5. Client shall reimburse or compensate the Operator for the costs that exceed the Annual Repair and Maintenance Budget within 30 days of issuance of an invoice by Operator. Operator shall reimburse Client an amount, if any, equal to all unexpended amounts remaining in the Annual Repair and Maintenance Budget within a period of sixty (60) days following each anniversary of the Commencement Date. The Operator shall document the vendor and amount of all expenses charged to the Annual Repair and Maintenance Budget.
- 4.6. Client shall reimburse or compensate the Operator for the costs that exceed the Annual Chemical Budget within 30 days of issuance of an invoice by Operator. Operator shall reimburse Client an amount, if any, equal to all unexpended amounts remaining in the Annual Chemical Budget with a period of sixty (60) days following each anniversary of the Commencement Date. The Operator shall document the vendor and amount of all expenses charged to the Annual Chemical Budget.
- 4.7. In the event of a change in the Services or Applicable Law or other factor which causes an adjustment in the Operator's cost of providing the Services, the Operator may provide notice to the Client and the parties shall negotiate in good faith to adjust the Base Fee to account for such change in Operator's costs of providing the Services directly impacted by said change. If the parties are unable to reach a negotiated agreement within thirty (30) days of the date of notice, then the contract may be terminated immediately by the Operator.
- 4.8. The Base Fee has been derived under the premise and understanding that the Services to be performed for ten (10) hours per day, seven (7) days per week. If the Facilities cannot meet the water system demand operating ten (10) hours per day, seven (7) days per week after providing the Services for at least six (6) months from the Commencement Date, the Operator may provide notice to the Client and the parties shall negotiate in good faith to adjust the Base Fee to account for such change in Operator's time required to provide the Services directly impacted by said change.

5) BASELINE CONDITIONS

- 5.1. If the Flows and Loading increased by more than ten percent (10%) from the Baseline Conditions as set out in Schedule 6 of this Agreement at the end of an Agreement Year, Client shall pay the Operator for the increase in Operator's costs for providing the Services, provided

that Operator provides Client with a cost substantiation. Client shall make such payment within thirty (30) days of receipt of the cost substantiate and invoice.

- 5.2. If the Flows and Loadings increase by more than ten percent (10%) from the Baseline Conditions as set out in Schedule 6 of this Agreement in two (2) consecutive Agreement Years, the Operator may provide notice to the Client and the parties shall negotiate in good faith to adjust the Base Fee to account for an increase in Operator's costs; provided however, Operator shall still be entitled to payment under Section 5.1 for each Agreement Year. If the parties are unable to reach a negotiated agreement within thirty (30) days of the date of notice, then the Agreement may be terminated immediately by the Operator.

6) TERMINATION

- 6.1. Either party may terminate this Agreement by immediate written notice if the other has failed to comply with a material term, provided that the non-defaulting party has first given the defaulting party written notice to cure their default within forty-five (45) days, or thirty (30) days for failure to pay an undisputed invoice when due (such applicable period, "Cure Period") and the defaulting party has not done so. If a default cannot be cured within the Cure Period days, the parties may agree to an extension of the time to cure provided the defaulting party provides reasonable evidence within the Cure Period that it has identified a means to cure and is pursuing it diligently. Should Client pay an unpaid, undisputed invoice within the Cure Period, the termination notice under this provision will be deemed automatically withdrawn.
- 6.2. Either party may terminate this Agreement, without cause, at any time upon ninety (90) days' written notice to the other party.
- 6.3. In the event of the termination of this Agreement under Section 6.1 or 6.2 above, Client shall pay Operator for the Services provided and invoiced by Operator up to the effective date of termination, plus the balance of unamortized costs incurred by Operator as reflected on Operator's financial statements, and the effectiveness of such termination by Client will be conditioned upon receipt by Operator of such payment. If Client incurs costs for damages due to a default of the Operator that results in termination of this Agreement, Client may deduct such costs or damages from the final payment due to Operator under this Section 6.2. Such deduction will not exceed the final payment owed to Operator and will constitute a full and final settlement between Client and Operator for any and all claims against Operator by Client and a release by Client of any and all further claims against Operator. Client shall make payment within thirty (30) days of the date of termination.

7) FINES, INDEMNIFICATION AND LIMITATION

- 7.1. In the event that water treatment violations occur following the Commencement Date, subject to Sections 7.2, 7.3, and 10.7, Operator shall, in respect of violations that may be imposed by environmental regulatory bodies under Applicable Law and to the extent directly attributable to Operator's breach of its contractual obligations hereunder, be responsible for: environmental regulatory fines and penalties. Prior to settlement or payment of any such fines or penalties, Operator reserves the right to contest any actions, suits or proceedings for violations through administrative procedures or otherwise. Operator shall provide Client with prompt notice of any such water treatment violations.
- 7.2. If the Facilities loading exceed its design parameters or if influent contains: i) abnormal, toxic or other substances which cannot be removed or treated by the existing Facilities; or ii) discharges which violate applicable ordinances, the Operator will use its best efforts to maximize performance of the Facilities but shall not be responsible for associated effluent

characteristics or damages, fines or penalties which result.

- 7.3. The parties acknowledge that a Change in Law may affect compliance with Operator's obligations hereunder or impose more stringent requirements relating to equipment or processes than those established at the time of executing this Agreement. In the event that a Change in Law occurs, the Operator shall not be responsible for compliance therewith or for any fines, penalties, or other damage of whatever kind and Client shall indemnify, defend, and hold Operator harmless from same.
- 7.4. DURING THE TERM OF THIS AGREEMENT, EACH PARTY (THE "INDEMNIFYING PARTY") SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (EACH IS REFERRED TO HEREIN AS AN "INDEMNIFIED PARTY") AGAINST ANY AND ALL LIABILITY FOR DAMAGES, COSTS, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, RESULTING FROM ANY CLAIM ASSERTED BY A THIRD PARTY AGAINST THE INDEMNIFIED PARTY FOR WRONGFUL DEATH, BODILY INJURY, AND/OR PROPERTY DAMAGE, BUT ONLY TO THE EXTENT CAUSED BY THE WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFYING PARTY.
- 7.5. Operator is not liable for any liabilities resulting from the distribution system for the Facilities unless such liabilities are the result of Operator's negligent direct actions.
- 7.6. Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable, either directly or indirectly, for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit, even if such party has been advised of the possibility of such damages.
- 7.7. In the event that claims(s) raised by Client against the Operator on account of this Agreement, or on account of the Services performed hereunder including claims by Client for indemnification under Section 7.3, is/are covered under Operator's insurance policies required of the Operator hereunder, Operator shall not be responsible to Client for any loss, damage or liability beyond the amounts contractually required hereunder and actually paid pursuant to the limits and conditions of such insurance policies. With respect to any causes of action and/or claims raised against the Operator by Client that are not covered by the insurance policies required hereunder, including claims by Client for indemnification, Operator's liability to Client shall not exceed an aggregate amount equal to two times the Base Fee in effect during the Agreement Year in which such cause of action and/or claim is raised

Under no circumstances shall Operator be responsible for any damages, losses, settlement, payment deficiencies, liabilities, costs and expenses arising directly or indirectly because of the execution or implementation of instruction or directions provided by the Client or any of its authorized directors, officers, employees, agents, or representatives.

- 7.8. Operator shall not be liable for any liabilities, losses, damages, expenses, fines, or penalties incurred by the Client or any third party as a result of a data security breach or other cyber security breach to the Facilities or the Client's computer systems, operating systems, and all other technological or information systems related to the Facilities and Services provided hereunder, except to the extent such liability, loss, damage, expense, fine, or penalty is the direct result of Operator's willful or negligent acts or omissions.
- 7.9. If any information, opinions, recommendations, advice, or other work product or any data, information, procedures, charts, spreadsheets, logs, instruments, documents, plans, designs, specifications, operating manuals and specifications, customer data, billing information, regulatory filings, permits, authorizations, licenses, operation and maintenance records, or

other records are provided by the Client or any third party acting on behalf the Client are provide to and used or relied on by Operator, the Client will be liable for any damages resulting directly or indirectly from such use and reliance.

- 7.10. FOR EQUIPMENT OR PARTS PURCHASED BY OPERATOR, OPERATOR SHALL PASS ON ANY MANUFACTURERS WARRANTIES OR GUARANTEES TO THE CLIENT AND PROVIDE THE CLIENT REASONABLE ASSISTANCE IN ENFORCING THE MANUFACTURER'S WARRANTIES AND GUARANTEES. OPERATOR SHALL NOT BE RESPONSIBLE TO THE CLIENT FOR ANY GUARANTEES OR WARRANTIES OFFERED BY OTHERS IN CONNECTION WITH ANY EQUIPMENT, MATERIALS, AND SUPPLIES PROVIDED IN CONNECTION WITH THE SERVICES HEREUNDER AND OPERATOR SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF ANY BREACH OF GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, BY ANY MANUFACTURER OR SUPPLIER OF EQUIPMENT OR MATERIALS PURCHASED FOR THE CLIENT UNDER THIS AGREEMENT. OPERATOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES REGARDING ANY EQUIPMENT, MATERIALS, AND SUPPLIES, IF ANY, OR ANY WARRANTIES THAT MIGHT ARISE FROM COURSE OF DEALING OR USAGE OF TRADE.

8) INSURANCE

- 8.1. Operator shall provide and maintain the following levels of insurance coverage at all times during the Term:
- 8.1.1. Commercial General Liability Insurance, including contractual liability, with a limit of five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) aggregate; the limits set forth herein may be met through a combination of primary and excess insurance policies;
 - 8.1.2. Workers Compensation Insurance in compliance with the statutes of the State that has jurisdiction over Operator's employees engaged in the performance of Services hereunder, to the required statutory amount;
 - 8.1.3. Automobile Liability Insurance with a combined single limit of one million dollars (\$1,000,000); and
 - 8.1.4. Professional Liability Insurance with a limit of five million dollars (\$5,000,000).
- 8.2. Operator shall name Client as an additional insured on the general liability policy and automobile liability policy with respect to the Services during the term of this Agreement, except for any claim against or loss suffered by Client arising as a result of Client's negligence or fault and, in circumstances of joint fault or negligence, except to the extent of the loss attributable to Client's proportionate degree of negligence or fault.
- 8.3. Operator shall provide Client with thirty (30) days' notice prior to cancellation of any policy hereunder.
- 8.4. Operator shall provide Client with insurance certificates confirming the levels of coverage in Section 8.1 and that Client is named as an additional insured.
- 8.5. Client warrants that it maintains and will continue to maintain, during the term of this Agreement, appropriate property insurance in relation to the Facilities.

9) DISPUTES

- 9.1 In the event of any disputes, the parties shall first attempt to resolve the situation by good faith discussions which shall take place in a timely manner. If the dispute cannot be resolved within sixty (60) days, the parties shall mediate their dispute before a mediator acceptable to both parties, if they cannot agree, they shall ask the Director of the Federal Mediation and Conciliation Service to nominate a mediator. The parties shall bear their own costs of the mediation but the parties shall share equally the costs of the mediator and the mediation facilities.
- 9.2 If the parties are unable to resolve any disputes in accordance with Section 9.1 above, the jurisdiction and venue for any unresolved disputes shall be the State or Superior Court of Barrow County, Georgia, and the parties expressly hereby consent to jurisdiction and venue in that forum.

10) MISCELLANEOUS

- 10.1. The relationship of Operator to Client is that of independent contractor for all purposes under this Agreement. This Agreement is not intended to create, and shall not be construed as creating, between Operator and Client, the relationship of principal and agent, joint ventures, co-partners or any other similar relationship, the existence of which is hereby expressly denied.
- 10.2. This Agreement contains the entire agreement between Client and Operator and supersedes all prior or contemporaneous communications, representations, understandings or agreements that are not consistent with any material provision of this Agreement.
- 10.3. The parties may only modify this Agreement by a written amendment signed by both parties.
- 10.4. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.
- 10.5. Neither party may actively solicit, for hire, the employees of the other party during the term of this Agreement or for one year following the termination of this Agreement.
- 10.6. This Agreement shall not be assigned by either party without the prior written consent of the other party unless such assignment shall be to a parent, subsidiary, affiliate, or successor of either Party. Additionally, any sale, assignment, or transfer by the Client in its rights in, or right to use, the Facilities shall be subject to Operator's right to perform the Services under this Agreement.
- 10.7. A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure, as defined in Schedule 2. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder.
- 10.8. The Agreement shall be governed by and construed in accordance with the laws of Georgia.
- 10.9. In the event that Client receives notice of or undertakes the defense or prosecution of any

legal or administrative action or proceeding in connection with the ownership, operation and/or maintenance of the Facilities and/or this Agreement, Client shall give Operator prompt notice of such proceedings and shall inform Operator in advance of all hearings. In the event Operator receives notice of any action, claim, suit, administrative or arbitration proceeding or investigation in connection with the ownership, operation and/or maintenance of the Facilities and/or this Agreement, Operator shall give Client prompt notice of such proceedings.

- 10.10. All notices will be in writing and shall be deemed given when received if sent by certified mail, receipt requested or delivered by courier or in person. Notices required to be given to the parties by each other will be addressed to:

Inframark, LLC d/b/a ESG Operations
6400 Peake Road
Macon, Georgia 31210
ATTN: Neil Counts

The City of Auburn, Georgia
City Hall, One Auburn Way
Auburn, Georgia 30011
ATTN: City Administrator

With copy to:

Inframark, LLC
2002 West Grand Parkway North, Suite 100
Katy, Texas 77449
ATTN: Legal Department

- 10.11. All records compiled by Operator with information and material gathered when performing this Agreement are the property of Client.
- 10.12. This Agreement is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party.
- 10.13. Defined terms in this Agreement are set out in Schedule 2 or within the main body of this Agreement, capitalized or within quotation marks.
- 10.14. Should any part of this Agreement for any reason be declared invalid or void, such declaration will not affect the remaining parts of this Agreement, which will remain in full force and effect as if the Agreement had been executed with the invalid portion eliminated.
- 10.15. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.
- 10.16. Both parties warrant and represent to the other that they have full power and authority to enter into and perform this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date at the top of this Agreement.

THE CITY OF AUBURN, GEORGIA

**INFRAMARK, LLC d/b/a ESG
OPERATIONS**

By: Richard E. Roquemore
Title: Mayor
Date:

By:
Title:
Date:

ATTEST:

By: _____
Title: _____
Date: _____

Schedule 1: Operator's Services

The Operator shall:

1. Staff the Facilities seven (7) days a week, ten (10) hours a day with the appropriate certified personnel as required by Applicable Law, which includes the following positions:
 - a. Project manager (shared with the City of Winder, Georgia);
 - b. Lead operator/maintenance; and
 - c. Two (2) shift operators that are cross-trained at Operator's projects at the City of Winder, Georgia and the City of Commerce, Georgia.
 - d.
2. Make best reasonable efforts to fill water storage facilities in the distribution system by the end of the 10-hour operating schedule.
3. Ensure that water production quality will be within existing rules and laws up to the production capacity of the Facilities.
4. Perform laboratory testing and analysis as stated in Section 2.7.4 of the Agreement;
5. Complete and submit the GA EPD Monthly Operating Reports (MOR) by the 10th day of each month
6. Perform routine preventive maintenance of the Facilities based on the manufacturer specifications;
7. Perform repair and replacement of the Facilities' equipment through the Annual Repair and Maintenance Budget; if such repairs and replacements are Capital Improvements, such Capital Improvements are the responsibility of the Client;
8. Assist the City with preparing the Annual Water Quality Report by providing sampling and lab test data; the Client will be responsible for all printing, postage and website posting costs associated with the Annual Water Quality Report.
9. Water quality sampling within the distribution system for 14 locations each month as agreed upon with the Client. Provide a flushing schedule each month for City staff to flush hydrant and record flushed volume and time.

Schedule 2: Definitions

"Abnormal or Biologically Toxic Materials" may include, but are not limited to, concentrations of heavy metals, phenols, cyanides, pesticides, herbicides, priority pollutants as listed by USEPA, or any substance that violates the local or USEPA standards for finished water after the routine processing of the raw water.

"Adjustment Date" means each anniversary of the Commencement Date.

"Agreement Year" means the consecutive twelve (12) month period that begins on the Commencement Date, and each subsequent consecutive twelve (12) month period that begins on each anniversary of the Commencement Date.

"Annual Chemical Budget" is defined as the total of all expenses for Chemicals that Client furnishes to the Operator for the Services provided hereunder, as provided by Section 2.4 of this Agreement, up to an amount of \$92,000.00 in the first Agreement Year. For each Agreement Year thereafter, the Annual Chemical Budget shall be agreed to by the parties. In the event that parties are unable to reach agreement, the Annual Chemical Budget shall be the same amount as in the prior Agreement Year.

"Annual Compensation" is defined as Operator's Base Fee rendered under this Agreement and as set forth in Schedule 4, the Annual Repair and Maintenance Budget as defined herein and set forth in Schedule 4, and the Annual Chemical Budget as defined herein and set forth in Schedule 4

"Annual Maintenance Expenditures" is defined as the total of all expenses incurred annually by the Operator in connection with the discharge of its Routine Preventative Maintenance responsibilities as provided by Section 2.1 of this Agreement; provided however that the Annual Maintenance Expenditures shall exclude Operator's direct labor expenses and related benefits for those individuals exclusively assigned by the Operator to the operations and maintenance of the Facilities and whose cost is included in the Base Fee hereunder. The Annual Maintenance Expenditures shall specifically include, but shall not be limited to, all materials, supplies, parts, tools, outside subcontractors, specialized services, rental equipment and all of the Operator's costs (excluding overtime costs) and related benefits,. As stated hereunder, any individual expenditure for the repair and/or replacement of Facilities' equipment or structure, other than a Capital Improvement for expenses for Corrective Maintenance, whose unit cost (as to any single event or function) exceeds Five Thousand dollars (\$5,000.00) shall be subject to the Client's prior approval. The cost of such approved expenditures shall be included in the Annual Maintenance Expenditures.

"Annual Repair and Maintenance Budget" is defined as the total of all Annual Maintenance Expenditures in an amount up to a maximum of the amount in Schedule 4 for the first Agreement Year. For each Agreement Year thereafter, the Annual Repair and Maintenance Budget shall be agreed to by the parties. In the event that parties are unable to reach agreement, the Annual Repair and Maintenance Budget shall be the same amount as in the prior Agreement Year.

"Applicable Law" means laws, rules, regulations, codes, administrative and judicial orders, directives, guidelines, judgments, rulings, interpretations or similar requirements or actions of any federal, state, local government, agency or executive or administrative body of any of the above, in each case that relate to the (a) parties' respective responsibilities under this Agreement; (b) operation or maintenance of the Facilities; (c) health and welfare of individuals working at or visiting the Facilities; and (d) the collection, delivery and treatment of the Client's raw and finished water.

"Base Fee" is defined as Operator's base compensation for its performance of the Services. The Base Fee does not include the Annual Repair and Maintenance Budget and the Annual Chemical Budget.

"Baseline Conditions" means the average amount of raw water received and/or processed at the Facilities and the average pollutant limits contained in such raw water.

“*Capital Improvements*” means any modifications, additions or upgrades to the Facilities made by or on behalf of the Client or with its prior approval and funded from Client’s capital proceeds.

“*Change in Law*” means the occurrence of any of the events listed in (i) through (iv) below, which results or can reasonably be expected to result in (a) the need to make a Capital Improvement at or to the Facilities in order for the Operator to operate the Facilities in accordance with this Agreement and Applicable Law; or (b) an increase to the cost of managing, operating, or maintaining the Facilities in accordance with this Agreement and Applicable Law; or (c) a material effect on the scope of the Operator’s liabilities or obligations under this Agreement, including but not limited to, :

- (i) There is passed or promulgated any federal, state, or other local law, statute, ordinance, rule or regulation different from those existing on the date this Agreement is executed by Operator; or
- (ii) There is passed or promulgated any amendment to, or change in any federal, state, or other local law, statute, ordinance, rule, or regulation (including any applicable sales tax regulation) following the date of this Agreement; or
- (iii) Following the execution of this Agreement, there comes into existence an order or judgment of any federal, state, or local court, administrative agency or other governmental body containing interpretations of any Applicable law relating to the operation or maintenance of the Facilities or the health and safety of the Operator’s employees that is inconsistent with generally accepted interpretations in effect on the date this Agreement is executed; or
- (iv) After the execution of this Agreement, any change occurs which affects the issuance or renewal, or causes a suspension, termination, interruption, revocation, denial, or failure of renewal of any official permit, license or necessary approval by the USEPA, the Occupational Safety and Health Administration, or any similar state agency.

“*Chemicals*” is defined as all chemicals, including but not limited to water treatment, disinfection, and processing chemicals, necessary for Operator to provide the Services provided hereunder.

“*Client’s Permit(s)*” and/or “*Permit(s)*” means all permits and licenses issued to Client and required for the treatment of potable water from the Facilities. Copies of all Permits are attached as Schedule 3 of this Agreement.

“*Corrective Maintenance*” is defined as maintenance work which involves the repair or replacement of components which are failing or have failed. These are tasks that required a trained maintenance technician using a variety of tools including specialized tools.

“*Emergency Event*” means an event which threatens the immediate shutdown of, or the substantial reduction in the operational capacity of, any of the Facilities, or the life, health or property of Client and/or Operator, their employees and/or agents or others.

“*Facilities*” means the water treatment plant, pumping stations, and storage tanks, as described in Schedule 5 to this Agreement.

“*Flows and Loadings*” means the actual amount of raw water received and/or processed at the Facilities and the actual pollutant limits contained in such raw water.

“*Force Majeure*” means an event which is beyond the reasonable control of a party, including without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other

industrial disturbances, other than those involving the affected parties employees; (i) shortage of adequate power or transportation facilities.

“Non-Processible Water” is defined as influent raw water (i) which contains Abnormal or Biologically Toxic Materials; or (ii) which is otherwise detrimental to the operation and performance of the Facilities; or (iii) which exceeds the design capabilities of the Facilities as defined by the Operations and Maintenance Manual for the Facilities or as provided in submissions made to regulatory agencies in connection with the construction and/or the permitting of the Facilities.

“Price Index” means the Consumer Price Index for all Urban Consumers (CPI-U) for the US City Average for all Services, 1982-84=100 as published monthly by the U.S. Department of Commerce, Bureau of Labor Statistics, or any replacement to that index from time to time.

“Price Index Increase” means the percentage increase between the Price Index in effect as of January each and every Agreement Year over the Price Index in effect as of January of the current Agreement Year. The Price Index Increase shall be calculated as of each and every Adjustment Date for the purpose of adjusting the Base Compensation.

“Process Residue” means grit, screenings and sludge generated by or through the operation of the Facilities.

“Routine Preventative Maintenance” is defined as inspections and adjustments performed on equipment at regular intervals. Included are daily, weekly, monthly, quarterly, semi-annual, etc. inspections during which minor maintenance tasks such as lubrication, adjustments, filter replacement, calibrations, and cleaning are carried out.

Schedule 3: Client's Permits

Water Treatment Plant Operating Permit will be included as an attachment when issued by EPD.

Schedule 4: Annual Base Fee and Compensation Formula

1) Annual Compensation:

Annual Repair and Maintenance Budget in the first year of this Agreement will be: \$103,960.00.

Annual Chemical Budget in the first year of this Agreement will be: \$92,000.00.

Base Fee in the first year of this Agreement will be: \$564,220.00.

Annual Compensation in the first year of this Agreement will be: \$760,180.00.

Annual Compensation will be payable in twelve (12) equal monthly installments of \$63,348.33.

2) Compensation formula

If the parties are unable to agree to an increase to the Base Fee by the Adjustment Date as set forth in Section 4.2 of this Agreement, the Base Fee will be increased by the Price Index.

The following formula will be used to determine the increase in Base Fee on each Adjustment Date: $AAF = AF0 \times [P1 / P0]$

where:

AAF = Annual Adjusted Fee (new Base Fee) for the upcoming Agreement Year
AF0 = Annual Fee (Base Fee) for the Agreement Year just ended
P1 = Price Index in effect in April the current Agreement Year
P0 = Price Index in effect in April of the prior Agreement Year

With respect to the first Adjustment Date, P0 shall be the Price Index in effect as of the Commencement Date of the Agreement.

Schedule 5: Client's Facilities

The Client's facilities are described as follows:

1. Raw water intake on Rock Creek, including raw water pump station and force main
2. Water Treatment Plant located at 1427 Sunbelt Way, Consisting of:
 - a. Flash Mixer
 - b. Flocculators
 - c. Disc Filters
 - d. Membrane Filters
 - e. High Service Pumps
 - f. CT tank
 - g. Solids Handling Facility
 - i. Gravity Thickener & Sludge Pump
 - ii. 2 Backwash Wetwells & Pump Stations
 - iii. Volute Filter Press and Polymer Feed
 - iv. CIP and MW Water Storage Tank & Pumps to Fill Truck for Disposal
 - v. Solids Conveyors, Screw Type
 - vi. Roll-off Dumpster
 - h. Associated Chemical Feed Pumps & Tank
 - i. Sodium Hydroxide
 - ii. Orthophosphate
 - iii. Fluoride
 - iv. Sodium Hypochlorite
 - v. Sulfuric Acid
 - vi. Citric Acid
 - vii. Bisulfate
 - i. Standby Electrical Generator Set

Schedule 6: Baseline Conditions



MAYOR
Rick E. Roquemore

CITY ADMINISTRATOR
Michael E. Parks

CITY COUNCIL
Robert L. Vogel III
Taylor J. Sisk
Jamie L. Bradley
Joshua Rowan

AGENDA ITEM: e

TO: Mayor and Council

FROM: Michael Parks, City Administrator

DATE: November 14, 2024

PURPOSE: City of Auburn Indemn Ordinance

BACKGROUND: Ordinance of the City of Auburn for indemnification and defense of elected officials, appointed officials, and employees sued for actions taken in the course and scope of their employment or official capacity, to establish boundaries under which indemnity and defense will apply, and for other purposes.

RECOMMENDATION: To approve the City of Auburn Indemn Ordinance presented by staff.

FUNDING: N/A

ATTACHMENTS: See attached

ORDINANCE NO. 24-015

AN ORDINANCE/RESOLUTION OF THE CITY COUNCIL TO ADOPT A POLICY FOR THE INDEMNIFICATION AND DEFENSE OF ELECTED OFFICIALS, APPOINTED OFFICIALS, AND EMPLOYEES SUED FOR ACTIONS TAKEN IN THE COURSE AND SCOPE OF THEIR EMPLOYMENT OR OFFICIAL CAPACITY, TO ESTABLISH PARAMETERS UNDER WHICH SUCH INDEMNITY AND DEFENSE WILL APPLY, AND FOR OTHER PURPOSES

WHEREAS, the Charter of the City of Auburn empowers the City Council to take actions necessary to protect the health, safety, and welfare of the citizens, residents, and visitors within the City of Auburn; and

WHEREAS, O.C.G.A. § 45-9-2 authorizes the City to enact a policy of indemnification and defense for officials and employees of the City who act within the course and scope of their engagement for or on behalf of the City; and

WHEREAS, the City Council finds and concludes that providing such defense and support for the officials and employees of the City is an important safeguard for the retention and recruitment of City officials and employees; and

WHEREAS, the City Council finds that the person or persons receiving the benefit of the policy must be acting in the course and scope of their job or position for the City, must act without selfish motive or intent, and must not act for their own personal gain or advancement; and

WHEREAS, the City Council further finds and concludes that it is important for the officials and employees of the City that each of them understand and have the Council's commitment that when the City's officials and employees are performing the work of the City as determined by the Council through its legislation, policies, and procedures, that the City will stand behind that work and the official or employee need not worry or be concerned about personal liability for their work on behalf of the City.

NOW THEREFORE, THE COUNCIL OF THE CITY OF AUBURN hereby ordains as follows:

The findings and conclusions above are made a part of this Ordinance and are expressly adopted and found to be true by the City Council.

The following shall be the Policy of the City and may be referred to or cited as "City of Auburn Indemnity Policy:"

Section 1. Immunity of City and its officials and employees not waived.

Nothing in this policy shall be construed to constitute any waiver by the City of any immunity or privilege of any kind now or hereafter enjoyed by the City or any elected official, appointed

official, or employee of the City. Any sovereign immunity, official immunity, governmental immunity, qualified immunity, judicial immunity, prosecutorial immunity, or other immunity or privilege afforded to the City or any of its officials or employees under the laws and constitution of the state or federal government shall remain in full force and affect and shall not be waived.

Nothing in this policy shall be construed in any way to reduce or eliminate the rights of any official or employee against any other party.

Section 2. Indemnity and Defense.

It shall be the policy of the City of Auburn that wherever any civil litigation is instituted in or before a court of this state or of the United States against any official (including any elected official or appointed official) or employee asserting personal liability for damages arising out of the performance of the official duties of such official or employee or in any way reasonably related thereto, whether based upon negligence, violation of contract rights or violation of civil, constitutional, common law, or other statutory rights, whether federal, state or local, the City, upon written notice to the City by any such official or employee and as a part of such official's or employee's compensation or terms of employment, subject to the limitations and exclusions as set forth in this policy will undertake to defend the civil action on behalf of any such official or employee by and through the office of the City attorney. Subject to the terms and restrictions of this policy, the City will provide an indemnification and defense for any part or all of the damages awarded by, or resulting from, any court or agency of competent jurisdiction for any action taken by any official and any employee, who at the time of the alleged actions or omissions was performing work for and on behalf of the City, was acting within established policies, procedures, or guidelines or was acting pursuant to express authority from the City Council, and was not acting for their own personal advantage or advancement.

Section 3. Expenditures for defense.

The City may expend funds for such purposes, including but not limited to, attorney's fees, court costs, deposition costs, witness fees and compensation, and all other like costs, expenses, and fees.

Section 4. Notice to City attorney.

This policy shall not apply unless the official or employee or the department head of such official or employee has given notice in writing of any such pending civil action to the City attorney within ten days after the official or employee has received notice thereof or has been served with any such summons and complaint.

Section 5. Grounds for refusal of defense.

The City shall refuse to undertake to defend civil actions brought against any official or employee if it is determined by the City Council in consultation with the City attorney that:

- (1) The act or omission did not arise out of and in the course of the employment of such official or employee nor was the act or omission reasonably related to such employment.

- (2) The official or employee acted or failed to act because of actual or intentional misconduct, fraud, corruption, malice, or bad faith.
- (3) The defense of any such civil action by the City would create a conflict of interest between the City and the official or employee.
- (4) The litigation is for the purpose of criminal prosecution.
- (5) Undertaking to defend against any such civil action would not be in the best interest of the City.
- (6) The official or employee acted or failed to act as a result of impaired judgment caused by the voluntary consumption of alcohol or by the voluntary illegal use of any controlled substance as defined by the laws of the state.
- (7) The official or employee acted or failed to act in such a manner as to constitute a criminal offense involving theft, embezzlement or other like crime with respect to the property or money of or in which the City has an interest.
- (8) The official or employee fails to fully cooperate with the City attorney, or other attorney hired to represent the interests of the official or employee, or any other entity hired by the City in the conduct of the investigation and/or defense of the matter and/or litigation.
- (9) The official or employee fails or refuses to follow the advice of the City attorney, or other attorney hired to represent the person, in any matter related to the claim made or action brought against said official or employee.
- (10) The official or employee conceals or misrepresents any facts or circumstances concerning the occurrence upon which the claim or cause of action is based.
- (11) The occurrence upon which the claim is based is otherwise covered by a policy or contract of insurance purchased by the City.

Section 6. Conflict of interest between officials or employees.

Any official or employee represented under this policy shall execute a written waiver of any and all actual or potential conflicts of interest with the City and any other official or employee of the City.

Nothing in this policy shall be construed to prohibit the City from undertaking to defend against any such civil action on behalf of any official or employee where there exists a conflict of interest with another official or employee. If, at the initiation of or during the course of any such civil litigation, a conflict of interest arises as to the representation of any officials or employees, the City attorney shall provide representation pursuant to the following:

- (1) As between elected officials and appointed officials and employees, the City attorney shall represent the elected officials;
- (2) As between appointed officials and employees, the City attorney shall make the determination, subject to the approval, by resolution duly adopted and approved, of the council and the mayor; and
- (3) As between elected officials, the determination shall be made by a resolution duly adopted and approved by the council and the mayor.

Further, where any such conflict of interest exists and a determination has been made as to which officials or employees shall be represented by the City attorney, the City in its discretion may by a resolution duly adopted and approved, authorize those officials or employees not represented by the City attorney to employ counsel at the expense of the City. However, the selection and compensation of such other counsel shall be subject to prior approval by the City.

Section 7. Indemnification limits.

The City will indemnify any official or employee of the City under this policy subject to the following monetary limitations:

Bodily Injury:	\$100,000 each Claimant	\$500,000 each Occurrence
Property Damage:	\$100,000 each Claimant	\$500,000 each Occurrence
Other (not excluded below):	\$100,000 each Claimant	\$500,000 each Occurrence

The City shall not provide indemnification for any claims for emotional harm, mental harm, or punitive damages.

The City shall not be obligated to pay any claim or judgment or defend any cause of action on behalf of an official or employee of the City after the indemnification limits, as set out above, have been exhausted.

No sum shall be paid where the City has terminated the official or employee's entitlement to a defense or to indemnification under this policy prior to trial or settlement.

No sum shall be paid pursuant to this policy unless the official or employee and all claimants unconditionally and forever release and discharge the City and each and every official and employee of the City from any and all liability, suits, claims, actions, causes of action, demands, damages, costs, expenses, and compensation on account of or in any way arising out of or related to any such single or continuing incident or occurrence.

Section 8. Disbursements paid from City funds.

Any such payment or disbursement as provided in this policy shall be deemed to be for public purposes and may be paid from state, federal or local funds.

Section 9. Resolution of Disputes Over Application of Policy

If a question arises about the application of this policy to a particular set of facts or circumstances, such question shall be resolved by the City Council, acting pursuant to law and its rules, within the discretion of the legislative body.

Section 10. Applicability

This policy shall apply to any claim for which the City or any official or employee has received an ante litem notice, summons and complaint, or other notice of administrative action as of the time this policy is adopted by the Council.

Section 11. Right and authority of Council to direct the purchase of insurance

The Council shall have the option and discretion to direct the City Manager to purchase such insurance as deemed appropriate and sound to provide a defense and/or indemnity for the City and its officials and employees. This policy shall apply in excess of any applicable insurance policy or in cases where insurance is determined not to provide coverage.

The City Administrator and City Clerk are further authorized to correct typographical errors in the text of this Ordinance and the existing City Code and to produce and publish a final codified version of the City Code with the amendments and revisions outlined herein.

In the event any Court of competent jurisdiction determines that any portion of the foregoing amendment is invalid, unconstitutional, or otherwise illegal, such rulings shall not impair the validity of the rest and remainder of this amendment.

All laws and parts of laws in conflict with this Ordinance are hereby repealed.

This Ordinance shall be effective immediately upon its adoption by the Mayor and City Council.

SO ORDAINED this _____ day of November, 2024.

Richard E. Roquemore, Mayor

Joshua Rowan, Council Member

Robert L. Vogel, III Council Member

Jamie L. Bradley, Council Member

Taylor J. Sisk, Council Member

ATTEST:

Brooke Haney, City Clerk



MAYOR
Richard E. Roquemore

CITY ADMINISTRATOR
Michael E. Parks

CITY COUNCIL
Robert L. Vogel, III
Taylor J. Sisk
Jamie L. Bradley
Joshua Rowan

AGENDA ITEM NO: ____F_____

TO: MAYOR & COUNCIL

FROM: Iris Akridge – Public Works Director

DATE: November 14, 2024

PURPOSE: 120Water’s Public Transparency Dashboard (PTD) Resident Communication Module

BACKGROUND: The Georgia Environmental Protection Division (EPD) has partnered with 120Water to provide all Community Water Systems (CWS) and Non-Transient Non-Community Water Systems (NTNCWS) with a comprehensive software solution for creating, managing, and submitting their Service Line Inventory (SLI). Water systems must submit their initial detailed SLI to the Georgia EPD through the 120Water PWS Portal.

120Water plays a crucial role in this process by offering robust support and tools to ensure compliance and efficiency. Their platform assists water systems in uploading SLI data from external sources, including the GA EPD SLI Spreadsheet, to the PWS Portal. Additionally, 120Water provides a user-friendly dashboard that offers detailed information on lead service lines and drinking water contaminants as part of their lead and copper sampling program.

The City of Auburn is committed to ensuring safe drinking water for all residents. 120Water’s Public Transparency Dashboard (PTD) is a map-based tool that allows water systems to share important water quality information with the public. This tool provides a web URL for residents to easily access details about their water service lines and overall water safety. The public can also find customer support, contact information, and other details provided by the water system.

120Water’s PTD is designed to build trust and keep everyone informed, while also helping water systems streamline information for compliance efforts. It simplifies the process for both water systems and the public to stay updated and engaged.

Federal and State regulations require water systems to notify all individuals served by a service line classified as Lead, Galvanized Requiring Replacement (GRR), or Lead Status Unknown within 30 days after SLI submission. Failure to comply will result in State and Federal violations.

120Water can assist with the resident notification requirement accordingly: **(see attachments)**

FUNDING: Water Professional \$15,327.00

RECOMMENDATION: Approve the contract with 120Water’s Public Transparency Dashboard (PTD) module in the amount of \$15,327.00. This software module will aid the City in providing citizens with necessary water quality information, ensuring compliance with regulatory requirements.

What is Public Transparency Dashboard (PTD)?

Public Transparency Dashboard is a map-based tool that allows water systems to share important water quality information with the public. 120Water will provide your system with a web URL that lets residents easily access details about their water service lines and overall water safety. The public can also find customer support, contact information and any other details provided by the water system. It's designed to build trust and keep everyone informed, while also helping water systems streamline information for compliance efforts. PTD makes it simple for both water systems and the public to stay updated and engaged.

Why do I need a PTD?

The LCRR and LCRI require water systems to make their service line inventory available to the public. Water systems serving a population of 50,000 or more are **required** to make their inventories available online. For smaller systems, having quick, modern, accessible means to publish their inventory through a tool like PTD is much more efficient than digging through spreadsheets and records every time a customer demands more information on their service line.

Also, if you are running a sampling program through 120Water, PTD can be used as a means to communicate results, whether it's LCR sampling, school & daycare sampling, etc.

Once annual notifications are sent out to customers with unknown, lead, or GRR service lines by **November 15**, water systems should be prepared for an influx of questions and a demand for more data about their drinking water quality.

How Do I Setup a PTD?

First and foremost, customers need to ensure that they have the 120Water communications module. Your 120Water Client Success Manager can configure this and will set up the framework of your Public Transparency Dashboard that you can then customize. You'll be provided with a unique URL for the dashboard.

What Customizations Can I Make to PTD?

Water systems can add their logo, specific text, determine what data is displayed, and more. Watch the short video below to see how this works.

Best Practices

- We recommend PTD to ALL water systems, regardless of system size. It's a convenient way to display your inventory (and sampling) data and provide a resource to your community. This will reduce the burden of digging through records when questions are posed by your customers.
- Publish the URL to your PTD on your utility website for easy access.
- Publish the URL with information about the inventory program on your social media channels. Generate excitement around the tool and the transparency it provides.
- Include the URL on your verification surveys or annual notifications. Customers love resources, and this is a first line of defense for your internal team before a potential phone call is made to your system.
- Offer a link to an online verification survey on your PTD so customers can access it right there if they have an unknown service line.
- Offer a link where customers can request a sampling kit to test their drinking water. 120Water can setup a Customer Request Sampling program for you so you'll be ready.

The Public Transparency Dashboard is a powerful tool for maintaining transparency and fulfilling regulatory obligations. By following these best practices, you can ensure that your PTD serves its purpose effectively, providing your community with the information they need while reinforcing your water system's commitment to transparency.

Acronyms:

CWS – Community Water System

EPA – Georgia Environmental Protection Agency

EPD – Georgia Environmental Protection Division

GRR – Galvanized Requiring Replacement

LCRI – Lead and Copper Improvement

LCRR – Lead and Copper Rule Revisions

NTNCWS – Non-Transient Non-Community Water System

PTD – Public Transparency Dashboard

PWS – Public Water System

SLI – Service Line Inventory



120Water

City Of Auburn, GA - COMMS

Iris Akridge

pwdirector@cityofauburn-ga.org
770-963-4002

Ben Mooney

bmooney@cityofauburn-ga.org
6787585766

Reference: 20241017-131749091

Quote created: October 17, 2024

Quote expires: November 16, 2024

Quote created by: Liz Johns

liz.johns@120water.com

Comments from Liz Johns

Contract start date at time of signature.

Products & Services

Item Name & Description	Unit Price	Quantity	Term (months)
PWS Pro PWS application with Inventory, Program & Event Management & Workflows	\$9,000.00 /year	1	12
Comms + PTD Module Communications & PTD Module added to PWS Pro - Enables Designing and Sending of Letters, Postcards & Publicly Available Service Line Map	\$1,500.00 /year	1	12
LCRR Managed Service LCRR Coaching & guidance through Inventory Building, Verification, on-going management, Sampling and Communication. Our team will provide assistance in Inventory Building through the normalization of CSV & Excel data exports to create a concise list of service locations and the asset records to coincide. Material Classifications are the responsibility of the water system but we will work together to identify best practices for identifying those materials.	\$5,000.00 /year	1	12

Item Name & Description	Unit Price	Quantity	Term (months)
First Class - 2 sheets - Page 1 address, Page 2 - 4 available for content First Class Letter - 2 sheets of paper. Up to 3 pages of unique color content sent first-class mail sent via 120Water software. (2 sheets of paper - 1 dedicated cover page; 3 pages of unique content).	\$2.14 /year	550	12
Annual subtotal			\$15,327.00
			after \$1,350.00 discount
Total			\$15,327.00

Letters reflected on this quote/order form are subject to overage fees. If the number of sheets purchased is exceeded after content is created, a change order will be issued for the overages detailing the difference in price based on the rate card below.

Rate Card	
First Class Letters	
Letter Type	Unit Price
First Class Letter - 2 sheets	\$2.14
First Class Letter - 3-6 sheets	\$3.88
First Class Letter - 7-10 sheets	\$9.45
Certified Letters	
Letter Type	Unit Price
Certified Letter - 3 sheets	\$12.99
Certified Letter - 4-6 sheets	\$14.08
Certified Letter - 7-8 sheets	\$18.79

Purchase terms

Net 30 billing.
 Invoice Terms: Net 30
 Billing Street Address: 1369 4th Ave
 Billing City: Auburn
 Billing State: GA
 Billing Zip Code: 30011
 Billing Country: USA
 Billing Notes (if applicable):

This Order Form, together with the Master Services Agreement available at <https://120water.com/master-services-agreement/> (the "MSA"), shall become a legally binding contract upon the earlier of (a) the date both parties execute the Order Form or (b) the date Customer initially began using the Services. Any capitalized word not otherwise defined in this Order Form shall have the same meaning as set forth in the MSA.

120Water may reject this Order Form if: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their end of the Term.

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name

Questions? Contact me



Liz Johns
liz.johns@120water.com

120Water
250 S Elm St
Zionsville, IN 46077
US



MAYOR
Richard E. Roquemore

CITY ADMINISTRATOR
Michael E. Parks

CITY COUNCIL
Robert L. Vogel, III
Taylor J. Sisk
Jamie L. Bradley
Joshuah Rowan

AGENDA ITEM NO: _____g_____

TO: MAYOR & COUNCIL

FROM: Iris Akridge – Public Works Director

DATE: November 14, 2024

PURPOSE: To consider approving Resolution #09-025 to the bidder responsible for the 2024 LRA Grant Paving Project at College Street

BACKGROUND: The City of Auburn accepted sealed proposals from qualified firms on September 19, 2024, at 2:00 PM for the 2024 LRA Paving Project – College Street.

Ten (10) RFP submittal packages were opened, reviewed, and evaluated. The following is a summary of the three (3) responsive low bids.

*A&S Paving, Inc. 2747 S Stone Mountain Lithonia Road Lithonia, GA 30058	\$57,133.50
Vertical Earth, Inc. 6025 Matt Highway Cumming, GA 30028	\$63,335.77
Sunbelt Asphalt Surfaces, Inc. 1410 Sunbelt Way Auburn, GA 30011	\$70,080.00

FUNDING: State LRA Grant **\$57,133.50**

RECOMMENDATION: To approve Resolution #09-025 to A&S Paving, Inc. in the amount of \$57,133.50 for the 2024 Local Road Assistance (LRA) for College Street improvements.

ATTACHMENT: Bid Tab Results
Recommendation of Award Letter
Resolution #09-025

**BID TABULATION
LRA PAVING PROJECT
AUBURN, GEORGIA**

RECEIVED BY: CITY OF AUBURN, GEORGIA
AT OFFICE OF CITY ADMINISTRATOR
2:00 PM, LOCAL TIME, SEPTEMBER 19, 2024

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	TRAFFIC CONTROL-SINGLE LANE CLOSURE W/ FLAGGERS	1	LS	\$1,500.00	\$1,500.00	\$1,888.52	\$1,888.52	\$8,500.50	\$8,500.50
2	GRADING COMPLETE	1	LS	\$2,500.00	\$2,500.00	\$9,245.75	\$9,245.75	\$7,500.00	\$7,500.00
3	GRADED AGGREGATE BASE CRS, INCL. MATL	50	TN	\$100.00	\$5,000.00	\$47.27	\$2,363.50	\$100.00	\$5,000.00
4	RECYC. ASPH. CONC. PATCHING, INCL BITUM MATL & H LIME	35	TN	\$135.00	\$4,725.00	\$239.76	\$8,391.60	\$215.00	\$7,525.00
5	RECYC. ASPH. CONC. 9.5 MM SUPERPAVE, TYPE II, GP 2								
6	ONLY, INCL BITUM MATL & H-LIME	150	TN	\$140.00	\$21,000.00	\$168.63	\$25,294.50	\$153.00	\$22,950.00
7	MILL ASPH CONC. P/VT, 1 1/2 IN DEPTH	1,815	SY	\$7.50	\$13,612.50	\$3.34	\$6,062.10	\$4.40	\$7,986.00
8	CONC. SIDEWALK, 4 IN	50	SY	\$120.00	\$6,000.00	\$124.81	\$6,240.50	\$135.00	\$6,750.00
9	THERMO. SOLID TRAF. STRIPE, 5 IN, YELLOW	960	LF	\$2.60	\$2,496.00	\$3.58	\$3,436.80	\$3.60	\$3,456.00
	THERMO. SOLID TRAF. STRIPE, 24 IN, WHITE	30	LF	\$10.00	\$300.00	\$13.75	\$412.50	\$13.75	\$412.50
	TOTAL BID AMOUNT				\$57,133.50		\$63,335.77		\$70,080.00
				5%		5%		5%	
	BID BOND			(1) (2)		(1) (2)		(1) (2)	
	NOTE REFERENCE			UC301720		UF204720		25C900	
	LICENSE NUMBER								

**BID TABULATION
LRA PAVING PROJECT
AUBURN, GEORGIA**

RECEIVED BY: CITY OF AUBURN, GEORGIA
AT OFFICE OF CITY ADMINISTRATOR
2:00 PM, LOCAL TIME, SEPTEMBER 19, 2024

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	TRAFFIC CONTROL-SINGLE LANE CLOSURE W/ FLAGGERS	1	LS	\$3,250.00	\$3,250.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00
2	GRADING COMPLETE	1	LS	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00
3	GRADED AGGREGATE BASE CRS. INCL. MATL.	50	TN	\$46.35	\$2,317.50	\$100.00	\$5,000.00	\$50.00	\$2,500.00
4	RECYC. ASPH. CONC. PATCHING, INCL BITUM MATL & H LIME	35	TN	\$212.29	\$7,430.15	\$335.00	\$11,725.00	\$200.00	\$7,000.00
5	RECYC. ASPH. CONC. 9.5 MM SUPERPAVE, TYPE II, GP 2	150	TN	\$206.69	\$31,003.50	\$185.00	\$27,750.00	\$218.00	\$32,700.00
6	MILL ASPH CONC. P/VMT, 1 1/2 IN DEPTH	1,815	SY	\$4.98	\$9,038.70	\$5.25	\$9,528.75	\$8.00	\$14,520.00 *
7	CONC. SIDEWALK, 4 IN	50	SY	\$175.10	\$8,755.00	\$150.00	\$7,500.00 *	\$193.00	\$9,650.00
8	THERMO. SOLID TRAF. STRIPE, 5 IN, YELLOW	960	LF	\$7.56	\$7,257.60	\$3.90	\$3,744.00	\$3.00	\$2,880.00
9	THERMO. SOLID TRAF. STRIPE, 24 IN, WHITE	30	LF	\$6.66	\$199.80	\$15.00	\$450.00	\$20.00	\$600.00
TOTAL BID AMOUNT					\$70,252.25		\$75,697.75 *		\$76,850.00 *
					5%		5%		5%
					(1) (2)		(1) (2)		(1) (2)
					GDOT: 18209		GC1000400		GDOT: 18259

**BID TABULATION
LRA PAVING PROJECT
AUBURN, GEORGIA**

RECEIVED BY: CITY OF AUBURN, GEORGIA
AT OFFICE OF CITY ADMINISTRATOR
2:00 PM, LOCAL TIME, SEPTEMBER 19, 2024

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	BIDDER NO. 7		BIDDER NO. 8		BIDDER NO. 9	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	TRAFFIC CONTROL-SINGLE LANE CLOSURE W/ FLAGGERS	1	LS	\$12,211.76	\$12,211.76	\$9,994.99	\$9,994.99	\$31,481.83	\$31,481.83
2	GRADING COMPLETE	1	LS	\$6,768.00	\$6,768.00	\$6,850.00	\$6,850.00	\$3,318.93	\$3,318.93
3	GRADED AGGREGATE BASE CRS, INCL. MATL	50	TN	\$42.79	\$2,139.50	\$50.00	\$2,500.00	\$180.00	\$9,000.00
4	RECYC. ASPH. CONC. PATCHING, INCL BITUM MATL & H LIME	35	TN	\$470.45	\$16,465.75	\$240.00	\$8,400.00	\$204.00	\$7,140.00
5	RECYC. ASPH. CONC. 9.5 MM SUPERPAVE, TYPE II, GP 2	150	TN	\$194.97	\$29,245.50	\$245.00	\$36,750.00	\$210.00	\$31,500.00
6	MILL ASPH CONC. PAVMT, 1 1/2 IN DEPTH	1,815	SY	\$6.81	\$12,360.15	\$9.00	\$16,335.00	\$9.00	\$16,335.00
7	CONC. SIDEWALK, 4 IN	50	SY	\$76.50	\$3,825.00	\$200.00	\$10,000.00	\$140.00	\$7,000.00
8	THERMO. SOLID TRAF. STRIPE, 5 IN, YELLOW	960	LF	\$1.00	\$960.00	\$1.50	\$1,440.00	\$1.00	\$960.00
9	THERMO. SOLID TRAF. STRIPE, 24 IN, WHITE	30	LF	\$11.50	\$345.00	\$15.00	\$450.00	\$7.00	\$210.00
TOTAL BID AMOUNT					\$84,320.66		\$92,719.99		\$106,945.76
					5%		5%		5%
					(1) (2)		(1) (2)		(1) (2)
					GDOT: 2AT451		GDOT:12956		UL: UC300206

**BID TABULATION
LRA PAVING PROJECT
AUBURN, GEORGIA**

RECEIVED BY: CITY OF AUBURN, GEORGIA
AT OFFICE OF CITY ADMINISTRATOR
2:00 PM, LOCAL TIME, SEPTEMBER 19, 2024

		BIDDER NO. 10	
		The Dickerson Group, Inc. 871 Old Peachtree Road, NW Lawrenceville, GA 30043	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT
1	TRAFFIC CONTROL-SINGLE LANE CLOSURE W/ FLAGGERS	1	LS
2	GRADING COMPLETE	1	LS
3	GRADED AGGREGATE BASE CRS, INCL. MATL	50	TN
4	RECYC. ASPH. CONC. PATCHING, INCL BITUM MATL & H LIME	35	TN
5	RECYC. ASPH. CONC. 9.5 MM SUPERPAVE, TYPE II, GP 2	150	TN
6	MILL ASPH CONC. PVMT, 1 1/2 IN DEPTH	1,815	SY
7	CONC. SIDEWALK, 4 IN	50	SY
8	THERMO. SOLID TRAF. STRIPE, 5 IN, YELLOW	960	LF
9	THERMO. SOLID TRAF. STRIPE, 24 IN, WHITE	30	LF
TOTAL BID AMOUNT			\$178,180.00
			5%
			(1) (3)
			UC301114

NOTES:

* DENOTES CORRECTED VALUE

- (1) SURETY COMPANY LISTED ON U. S. TREASURY CIRCULAR 570 (7/1/24).
- (2) BIDDER ACKNOWLEDGED RECEIPT OF ADDENDUM NO. 1.
- (3) BIDDER DID NOT USE REVISED BID FORM ISSUED PER ADDENDUM NO. 1.

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF BIDS RECEIVED AT THE TIME AND PLACE STATED ABOVE. BIDS WERE SEALED WHEN RECEIVED AND OPENED AND READ ALOUD IN THE PRESENCE OF THE OWNER'S REPRESENTATIVE.


 10/02/2024

 KECK & WOOD, INC. DATE

RESOLUTION # 09-025
A RESOLUTION BY THE MAYOR AND COUNCIL
OF THE CITY OF AUBURN, GEORGIA
AWARDING THE CONTRACT FOR THE
LRA PAVING PROJECT, COLLEGE STREET SAID RESOLUTION
ALSO AUTHORIZES THE MAYOR AND CLERK TO SIGN THE
CONSTRUCTION CONTRACT

WHEREAS, the City of Auburn, Georgia (City) has planned a project for improvements to College Street;

WHEREAS, the City has authorized their Engineers to prepare a Request for Proposals and specifications for the project; and

WHEREAS, the City has applied for and received funding from The 2024 LRA Grant;

WHEREAS, the project was appropriately advertised for bids; and

WHEREAS, bids were duly opened by the City on September 19, 2024; and

WHEREAS, the Consulting Engineers have evaluated all bids received; and

WHEREAS, an appropriate review of the bids indicate that the most qualified firm and the best bid for the project is that of A&S Paving, Inc. of Lithonia, Georgia, in the amount of Fifty Seven Thousand One Hundred and Thirty Three Dollars and Fifty Cents (\$57,133.50).

NOW THEREFORE be it resolved by the City Council of the City of Auburn, Georgia to award A&S Paving, Inc. of Lithonia Georgia, in the amount of Fifty-Seven Thousand One Hundred and Thirty Three Dollars and Fifty Cents (\$57,133.50).

BE IT FURTHER RESOLVED to authorize Mayor Richard Roquemore and Brooke Haney, City Clerk, to execute the construction contracts on behalf of the City.

THIS RESOLUTION READ AND PASSED BY A QUORUM OF THE CITY COUNCIL OF THE CITY OF AUBURN, GEORGIA, ON THE 24th DAY OF OCTOBER 2024 AND HAS NOT BEEN RESCENDED IN ANY WAY.

Certified Correct this 24TH DAY OF OCTOBER 2024.

By: _____
Richard E. Roquemore, Mayor

By: _____
Brooke Haney, City Clerk

(seal)



MAYOR
Richard E. Roquemore

CITY ADMINISTRATOR
Michael E. Parks

CITY COUNCIL
Robert L. Vogel, III
Taylor J. Sisk
Jamie L. Bradley
Joshuah Rowan

AGENDA ITEM NO: _____h_____

TO: MAYOR & COUNCIL

FROM: Iris Akridge – Public Works Director

DATE: November 14, 2024

PURPOSE: To consider approving Resolution #09-024 to the bidder responsible for the 2017 Gwinnett County Road SPLOST Paving Project at Saddle Creek Court

BACKGROUND: The City of Auburn accepted sealed proposals from qualified firms on October 7, 2024 at 2:00 PM for the 2017 Gwinnett County Road SPLOST Paving Project – Saddle Creek Court

Four (4) RFP submittal packages were opened, reviewed, and evaluated. The following is a summary of the four (4) responsive low bids.

*Sunbelt Asphalt	\$67,699.00
Ryals Brothers, LLC	\$75,155.14
Atlanta Paving & Concrete	\$83,088.29
Garrett Paving Company	\$150,216.50

FUNDING: 2017 Gwinnett County Roads SPLOST **\$67,699.00**

RECOMMENDATION: To approve Resolution #09-024 to Sunbelt Asphalt in the amount of \$67,699.00 for the 2017 Gwinnett County Road SPLOST Paving Project at Saddle Creek Court.

ATTACHMENT: Bid Tab Results
Resolution #09-024

RESOLUTION # 09-024
A RESOLUTION BY THE MAYOR AND COUNCIL
OF THE CITY OF AUBURN, GEORGIA
AWARDING THE CONTRACT FOR THE
SADDLECREEK COURT ROADWAY IMPROVEMENT PROJECT
SAID RESOLUTION ALSO AUTHORIZES THE MAYOR AND CLERK
TO SIGN THE CONSTRUCTION CONTRACT

WHEREAS, the City of Auburn, Georgia (City) has planned a project for improvements to SaddleCreek Court; and

WHEREAS, the City has applied for and received funding from 2017 Gwinnett County Road SPLOST.

WHEREAS, the project was appropriately advertised for bids;

WHEREAS, bids were duly opened by the City on October 7, 2024;

WHEREAS, the City Staff has evaluated all bids received;

WHEREAS, an appropriate review of the bids indicate that the most qualified firm and the best bid for the project is that of Sunbelt Asphalt of Auburn, Georgia, in the amount of Sixty Seven Thousand Six Hundred and Ninety Nine Dollars (\$67,699.00).

NOW THEREFORE be it resolved by the City Council of the City of Auburn, Georgia to award Sunbelt Asphalt of Auburn, Georgia, in the amount of Sixty-Seven Thousand Six Hundred and Ninety-Nine Dollars (\$67,699.00).

BE IT FURTHER RESOLVED to authorize Mayor Richard Roquemore and Brooke Haney, City Clerk, to execute the construction contracts on behalf of the City.

THIS RESOLUTION READ AND PASSED BY A QUORUM OF THE CITY COUNCIL OF THE CITY OF AUBURN, GEORGIA, ON THE 24th DAY OF OCTOBER 2024 AND HAS NOT BEEN RESCENDED IN ANY WAY.

Certified Correct this 24TH DAY OF OCTOBER 2024.

By: _____
Richard E. Roquemore, Mayor

By: _____
Brooke Haney, City Clerk

(seal)

NOTICE – REQUEST FOR PROPOSAL

Date Issued: 9/04/2024

RFP #24-005

Sealed submittals from construction firms will be received by the City of Auburn at Auburn City Hall, 1 Auburn Way, Auburn, GA 30011, until 2:00 PM, legally prevailing time on October 7, 2024, for:

Saddlecreek Court Street Repair

After the time and in a designated room and place, the names of the Companies submitting proposals will be publicly read. No further information will be read, discussed, or provided until the evaluation of all submittals is completed. No extension of the bidding period will be made other than by a formal written addendum.

Mandatory Pre-Bid Meeting: September 16, 2024 @ 10 A.M. on Saddlecreek Court, Auburn, GA 30011

The City of Auburn is soliciting proposals from qualified construction firms for the **Tack coating of approximately 3,111 SY to existing asphalt and overlay with 1.5” of 9.5mm surface coarse**

The contractor will be responsible for applying the tack coat mixture using a spreader truck to the existing pavement in preparation of the full width overlay of point repair. The surfaces may range from a base layer, and a clean asphalt or concrete surface.

Time of completion for all work associated with his project shall be fourteen (14) consecutive calendar days from the date of a written request “Notice to Proceed” from OWNER.

The City reserves the right to retain all proposals submitted and use any idea(s) in a proposal regardless of whether that proposal is selected. The City reserves the right to reject any or all bids and to waive technicalities and informalities.

The city reserves the option to reject any or all bids, in whole or part, or to select any bidder to complete the described Work. Award of Contract may not be solely based on low bid, but also on quality, references, and other subjective criteria as the City may deem necessary and as the City may determine at its sole discretion. The Undersigned Bidder expressly understands that his proposal may

be rejected by the City for any reason without liability on part of the City to the Undersigned Bidder.



City of Auburn Police Department



A Community Oriented Law Enforcement Agency

Chris Hodge
Chief of Police

1361 Fourth Avenue Auburn, Georgia 30011
Telephone 770-513-8657 Fax 770-682-4428

Rick Roquemore
Mayor

Agenda Item No. i

To: Mayor and Council
From: Chief Chris Hodge
Date: November 14th, 2024

Purpose

Consider approving the sale of two (2) Police vehicles through our online auction vendor or via trade to offset the cost of new police vehicles

Background

As with any police fleet, older vehicles with either high miles or reoccurring maintenance issues are liquidated to make room for newer vehicles. The Police Department is requesting the following police vehicles be sold due to age, mileage, and maintenance issues:

1. 2014 Ford Explorer Interceptor Mileage - 98,784
2. 2014 Dodge Charger Mileage – 111,545

These vehicles are not being utilized for any type of patrol function and should be sold as soon as possible.

Funding

No funding necessary

Recommendation

Approve the sale/auction of these two police (2) vehicles

Attachments

1. None



MAYOR
Rick E. Roquemore

CITY ADMINISTRATOR
Michael E. Parks

CITY COUNCIL
Robert L. Vogel III
Taylor J. Sisk
Jamie L. Bradley
Joshua Rowan

AGENDA ITEM: 4

TO: Mayor and Council

FROM: Sarah McQuade
City Planner

DATE: November 8, 2024

PURPOSE: City-initiated zoning text amendment to Title 17, Section 17.91, Auburn Downtown Overlay District (ADOD).

BACKGROUND: Earlier this year, City Council adopted a moratorium to allow for updates to the Auburn Downtown Overlay District (ADOD) Ordinance. This moratorium has allowed staff time to critically assess existing content, incorporate new content, and to address any additional changes to be made to the Downtown Overlay District provisions to better advance policies the City wishes to prioritize.

During the regularly scheduled Mayor and Council meeting on October 24, 2024, staff was instructed by council to further amend the ADOD ordinance to clearer architectural standards and to provide landscape, lighting, property maintenance, and streetscape standards, which has sense been completed.

STAFF RECOMMENDATION: Staff recommends approval of the updated ADOD ordinance.

During the Planning and Zoning Commission meeting on September 25, 2024, the Commission approval of the revised ordinance, as presented by staff.

FUNDING: N/A