

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 January 23, 2025 6:00 PM Council Chambers 1 Auburn Way Auburn, GA 30011

COUNCIL REPORTS AND ANNOUNCEMENTS

Swearing in for Mayor Pro Tempore

PUBLIC HEARING

1. Statewide Homestead Exemption Opt Out

NEW BUSINESS

- 2. Employee Service Awards for 2024- Michael Parks
- 3. 2025 LMIG- Iris Akridge
- 4. Weapon Transition- Chief Hodge
- 5. Arista Billing- Michael Parks
- 6. Generac Extended Warranty- Michael Parks
- 7. Council Meeting Recordings- Michael Parks
- 8. Candidate Qualifying Date and Fees for 2025 Election Cycle- Brooke Haney
- 9. Charter Amendment Posts- Discussion Only- Jack Wilson

CITIZEN COMMENTS ON AGENDA ITEMS

EXECUTIVE SESSION- Land and Personnel Matters



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

FM: Jack Wilson City Attorney

DATE: January 23, 2025

INTENT TO OPT OUT OF HOMESTEAD EXEMPTION

The City Council City of Auburn intends to opt out of the statewide adjusted base year ad valorem homestead exemption for the City of Auburn, Georgia. All concerned citizens are invited to the public hearing on this matter to be held at City Hall, 1 Auburn Way, Auburn, Georgia 30011 on January 9, 2025, at 6:00 p.m. Times and places of additional public hearings on this matter are at City Hall, 1 Auburn Way, Auburn, Georgia 30011 on January 23, 2025, at 6:00 p.m. and on February 13, 2025 at 6:00 p.m.

<u>Press Release</u> <u>City of Auburn</u> <u>HB 581 Opt Out</u> January 1, 2025

The City Council City of Auburn intends to hold public hearings to consider opting out of the statewide adjusted base year ad valorem homestead exemption for the City of Auburn, Georgia. All concerned citizens are invited to the public hearing on this matter to be held at City Hall, 1 Auburn Way, Auburn, Georgia 30011 on January 9, 2025 at 6:00 p.m. Times and places of additional public hearings on this matter are at City Hall, 1 Auburn Way, Auburn, Georgia 30011 on January 23, 2025 at 6:00 p.m. and on February 13, 2025 at 6:00 p.m. Public comment is invited and encouraged.

The Statewide Floating Homestead Exemption outlined in HB 581 and codified in O.C.G.A. Sec. 48-5-44.2 is considered an adjusted base-year homestead exemption, because it allows the homestead's base-year value to increase annually up to the inflation rate determined by the State Revenue Commissioner.

The Legislation allows local governments to remove themselves from the statewide exemption before March 1, 2025. Every local government is affected by the exemption differently based on its tax digest mixture (commercial, industrial, office, residential, vacant, etc.) and the average longevity of homestead properties. The City of Auburn anticipates being particularly impacted because of the high percentage of stable residential properties in its tax digest. Opting out provides the City needed flexibility to meet demands, provide services, and balance its budget with stability. This summary is provided to satisfy the requirements of HB 581 (O.C.G.A. Sec. 48-5-44.2(i)).

24

328	(1) A constitutional amendment is ratified and becomes effective on January 1, 2025.
329	which authorizes the GeneraLAssembly to provide by general law for a homestead
330	exemption that shall not be applicable to certain political subdivisions, which elect to opt
331	Qut of the homestead exemption by a date certain: and
332	(2) The exemption granted by subsection (b) of this Code section shall not be
333	applicable for any county, consolidated government, municipality, or school district for
334	which the governing authority of such political subdivision adopts an opt-otit
335	resolution in accordance with subsectionJD. of this Code section.
336	(i) The governing authority of any county, consolidated government, municipality, or
337	school district may elect to opt out of the homestead exemption otherwise granted by
338	subsection (b) of this Code section with respect to such political subdivision through the
339	adoption of a resolution to do the same by March 1, 2025, after completing the
340	following steps:
341	(1) The governing authority shall advertise its intent to do so and shal onduct at least
342	three public hearings thereon, at least one Qf which shallcommenc e between the hours
<u>34 c</u>	of6:00 P.M. and 7:00 P.M., inclusive, on a business weekday. The governing authority
344	shall place an advertisement in a newspaper of general circulation serving the resid nts
345	of the political subdivision and post such advertisement on its website, which shall read
346	as follows:
347	'INTENT TO OPT OUT OF HOMESTEAD EXEMPTION
348	The (name of governing authority) intends to opt out of the statewide adjusted base year
349	ad valorem homestead exemption for (name of the political subdivision).
350	All concerned citizens are invited to the public hearing on this matter to be held at
351	(place of meeting) on (date and time).
352	Times and places of additional public hearings on this matter are at (Rlace of
353	meetingl on (date and time).

353 <u>meetingl on (date and time).'</u>

HB 581/AP 354 Simultaneously with this notice the governing authority shall provide a press release to the 355 local media. 356 (2) The advertisement required by paragraph (1) of this subsection shall appear at least 357 one week prior to each hearing, be prominently displayed, be not less than 30 square 358 inches, and not be placed in that section of the newspaper where legal notices appear and 359 shall be posted on the appropriate website at least one week prior to each hearing. In 360 addition to the advertisement specified under this paragraph, the levying or 361 recommending authority may include in the notice reasons or explanations for its 362 intention to opt out of the homestead exemption. 363 (3) No resolution to opt out of the homestead exemption shall become effective with 364 respect to a political subdivision unless the procedures and hearings required by this 365 subsection are completed and a copy of such resolution is filed with the Secretary of State

- 366 by March I, 2025."
- 367 **PART III**
- 368 **SECTION 3-1.**

Said title is further amended in Code Section 48-8-6, relating to prohibition of political 369 subdivisions from imposing various taxes, ceiling on local sales and use taxes, and taxation 370

371 of mobile telecommunications, by revising subsection (a) as follows:

372 "48-8-6.

(a) There shall not be imposed in any jurisdiction in this state or on any transaction in this 373

state local sales taxes, local tise taxes, or local sales and use taxes in excess of 2 percent 374

For pmposes of this prohibition, the taxes affected are any sales tax, use tax, or sales and 375

use tax which is levied in an area consisting of less than the entire state, however 376

377 authorized, including such taxes authorized by or pmsuant to constitutional amendment,



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 C	Council

- FM: Michael Parks City Administrator
- DATE: January 23, 2025

PURPOSE: Employee Recognition of Service for 2024

15 Year Work Anniversary	JERIMEY J MORAVEC
15 Year Work Anniversary	MARCUS A PHARR
10 Year Work Anniversary	CHRISTOPHER J HODGE
10 Year Work Anniversary	JENNIFER E MOSHER
5 Year Work Anniversary	ANGELA B THOMPSON
5 Year Work Anniversary	MICHAEL L THOMPSON
1 Year Work Anniversary	Andrew Ballard
1 Year Work Anniversary	Abigail R Whalen
1 Year Work Anniversary	James M Roberts
1 Year Work Anniversary	Nina S Lewis
1 Year Work Anniversary	John R Daniels
1 Year Work Anniversary	Jared Black H
1 Year Work Anniversary	Stephanie P Aguiar
1 Year Work Anniversary	Staci J Waters
1 Year Work Anniversary	Christopher B Reynolds
1 Year Work Anniversary	Bradley A Mathews
1 Year Work Anniversary	Sunshine E Palmer



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: ____3____

TO: MAYOR & COUNCIL

FROM: Iris E. Akridge – Public Works Director

DATE: January 23, 2025

PURPOSE: The 2025 Local Maintenance Improvement Grant (LMIG)

BACKGROUND: Each year, the Georgia Department of Transportation awards a Local Maintenance & Improvement Grant (LMIG) to municipalities for road construction or repairs. The allocation amount is based on the total centerline road miles (Auburn: 43.64 miles) for local road systems (locally owned, paved, and unpaved roads) and the total population of the city (Auburn: 10,400). To ensure the department uses current mileage numbers for the city, it is crucial that the Office of Transportation Data is updated on any revisions or changes to the local road system. If a project list is not submitted, the city will not receive local assistance for the program year. Unused LMIG funds will be redirected for emergencies, economic development, or school access projects elsewhere in the state, as determined by the Commissioner.

For FY2025, LMIG funds amount to \$109,226.14, with the city required to match 30% (\$32,767.84), bringing the total project cost to \$141,993.98. The LMIG funds can be used immediately upon receipt or accumulated for up to three fiscal years for construction projects.

My recommendation for the FY2025 LMIG Grant submission is 6th Avenue. Paving 6th Avenue will significantly enhance travel for vehicles, bicycles, pedestrians, and school traffic, thereby improving future connectivity of the city.

FUNDING:	State 2025 LMIG Grant	\$109,226.14
	SPLOST	\$ 32,767.84

RECOMMENDATION: Approve 6th. Avenue as the selected road for the 2025 Local Maintenance Improvement Grant (LMIG) for resurfacing improvements.

ATTACHMENTS: FY2025 LMIG Formula Amounts

FY 2025 LMIG FORMULA AMOUNTS

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Cities are within multiple Counties in the same region.:il commis:.sions -							on 2024 GDOT Report '				
GDOT District	County	City	Total Milea:e∙	Population-"	2023 LMIG Formula Amount	2024 LMIG Formula Amount		a 2025 LMIG Formula Amount		Required LMIG Match	
5	APPLING	(UNINCORPORATED)	859.09	13,011	\$ 1,051,992.00	\$	1,129,807.27	\$	1,152,992.44	10%	
5	APPLING	BAXLEY	85.19	4,960	\$ 126,318.00	\$	134,725.81	\$	136,993.60	10%	
5	APPLING	GRAHAM	2.69	264	\$ 5,228.61	\$	4,900.50	\$	4,988.80	10%	
5	APPLING	SURRENCY	6.17	193	\$ 7,979.71	\$	8,733.78	\$	8,895.52	10%	
4	ATKINSON	(UNINCORPORATED]	376.06	5,157	\$ 458,067.91	\$	495,804.05	\$	501,388.74	10%	
4	ATKINSON	PEARSON	17.88	1,799	\$ 32,831.28	\$	33,930.59	\$	33,432.91	10%	
4	ATKINSON	WILLACOOCHEE	14.75	1,227	\$ 24,566.81	\$	25,694.98	\$	25,992.96	10%	
5	BACON	(UNINCORPORATED)	500.34	7,730	\$ 613,186.85	\$	658,675.09	\$	672,451.23	10%	
5	BACON	ALMA	40.97	3,461	\$ 66,038.40	\$	70,828.19	\$	72,525.08	10%	
4	BAKER	(UNINCORPORATED)	265.85	2,209	\$ 324,666.49	\$	347,847.35	\$	345,578.51	30%	
4	BAKER	NEWTON	9.17	579	\$ 14,028.18	\$	15,118.72	\$	15,024.68	30%	
2	BALDWIN	(UNINCORPORATED]	414.98	26,798	\$ 622,252.55	\$	669,643.65	\$	683,607.68	30%	
2	BALDWIN	MILLEDGEVILLE	93.41	16,837	\$ 214,261.22	\$	219,216.56	\$	220,592.29	30%	
1	BANKS	(UNINCORPORATED)	348.71	15,140	\$ 485,635.78	\$	515,874.37	\$	528,880.30	30%	
1	BANKS	HOMER	17.65	1,526	\$ 27,086.41	\$	29,881.49	\$	31,460.07	30%	
1	BANKS/ JACKSON	MAYSVILLE	19.08	2,058	\$ 33,808.02	\$	35,323.42	\$	36,530.43	30%	
1	BARROW	(UNINCORPORATED)	485.97	55,167	\$ 833,071.01	\$	917,757.02	\$	947,411.50	30%	
1	BARROW	BETHLEHEM	8.45	749	\$ 13,781.28	\$	14,799.75	\$	15,175.37	30%	
1	BARROW	CARL	3.66	220	\$ 5,512.95	\$	5,787.23	\$	5,928.26	30%	
1	BARROW	STATHAM	22.36	2,925	\$ 41,781.81	\$	44,779.31	\$	45,979.16	30%	
	BARROW	WINDER	95.51	19,400	\$ 214,841.14	\$	231,148.41	\$	239mo 7S	SQ%	
1	BARROW/ GWINNETT	AUBURN	43.64	8,865	\$ 93,779.61	\$	102,768.67	\$	109,226.14	30%	
fi	BARTOW	(UNINCORPORATED]	876.86	76,510	\$ 1,414,102.80	\$	1,526,741.01	\$	>, ,	·au'''	
	BARTOW	ADAIRSVILLE	35.77	5,051	\$ 68,727.19	\$	73,542.44	\$	75,849.93	30%	
, 6	BARTOW	CARTERSVILLE	140.87	23,904	•	\$	311,688.40	\$	323,486.21	30%	
6	BARTOW	EMERSON	21.04	1,449	\$ 33,106.77	\$	34,551.05	\$	35,217.37	30%	
6	BARTOW	EUHARLEE	24.97	4,273	\$ 53,555.75	\$	56,871.63	\$	57,561.30	30%	
6	BARTOW	KINGSTON	8.02	742		\$	14,353.41	\$	14,595.25	30%	
6	BARTOW	WHITE	4.91	664	\$ 9,761.29	\$	10,032.27	\$	10,230.51	30%	



Chris Hodge *Chief of Police*

City of Auburn

Police Department



A Community Oriented Law Enforcement Agency

1 Auburn Way, Auburn, Georgia 30011 Telephone 770-513-8657 Fax 770-682-4428

Rick Roquemore Mayor

Agenda Item No. 4

To: Mayor and Council From: Chief Chris Hodge Date: January 23, 2025

<u>Purpose</u>

Consider approving the replacement of our arsenal of Glock pistols with newer firearms equipped with weapon lights and the ACRO P-2 Red Dot Sight

Background

The Auburn Police Department currently outfits all sworn personnel with .40 caliber, Generation 5 Glock pistols. While they are still in good order, the department has an opportunity to purchase brand new Generation 5 (9MM) Glock pistols from AmChar Wholesale, Inc. Each new pistol will be equipped with the ACRO P-2 Reflex Red Dot Sight (see attached justification memorandum). The vendor has agreed to provide \$310.00 of trade-in credit for our current compliment of Generation 5 Glock pistols, bringing the total cost of this transition to \$14,874.00. In addition to the Generation 5 Glock pistols, the Police Department will purchase 25 weapon lights and holsters to accommodate the firearms. The total cost of this transition will be: Pistols (\$14,874.00) + Weapon Lights (\$3,524.25) + (Holsters (\$3,265.00) = \$21,663.25.

The Police Department is also requesting permission to allow Department employees to purchase their *current* assigned Glock pistol from the City for the trade-in amount (\$310.00) plus fees from the wholesaler. This will allow the officer to obtain a Glock pistol at a reasonable price without costing the City any additional funding with the proposed purchase/weapon replacement.

Funding

The Auburn Police Foundation has tentatively agreed to donate \$15,000.00 to offset the costs associated with this purchase. The remaining costs will be taken from the Confiscated Asset Account. No City funds will be used in this purchase

Recommendation

Approve the trade-in and purchase of 25 Glock, Generation 5 (9MM) pistols, red dot sights, and weapon lights.



Chris Hodge *Chief of Police*

City of Auburn

Police Department



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1 Auburn Way, Auburn, Georgia 30011 Telephone 770-513-8657 Fax 770-682-4428

Rick Roquemore Mayor

Attachments

- 1. Quotation from AmChar Wholesale dated 11/28/2024.
- 2. Quotation from Dana Safety Supply for 25 holsters
- 3. Red Dot Sight Justification



City of Auburn

Police Department



A Community Oriented Law Enforcement Agency

Chris Hodge *Chief of Police* 1 Auburn Way Auburn, Georgia 30011 Telephone 770-513-8657

Rick Roquemore Mayor

To:	Mayor and Auburn City Council
From:	Chief Chris Hodge #801
Cc:	Michael Parks, Staci Waters, Sunshine Palmer
Date:	15 January 2025
RE:	ACRO P-2 Red Dot Reflex Sight - Justification

Switching to handguns equipped with red dot sights for the Auburn Police Department (APD) can be justified through various factors related to improved accuracy, operational efficiency, officer safety, and modern tactical needs. Below are the key points that can support the transition:

1. Improved Accuracy and Faster Target Acquisition

- **Faster Targeting**: Red dot sights allow for quicker and more precise targeting, as officers can focus on the target while keeping both eyes open. This leads to faster identification of threats and the ability to respond more swiftly.
- **Increased Accuracy**: Studies and real-world use have shown that red dot sights improve shooting accuracy, especially under stress or in high-pressure situations, such as active shooter scenarios or when engaging moving targets.

2. Enhanced Situational Awareness

- **Retaining Peripheral Vision**: By using a red dot sight, officers maintain better peripheral vision, which is critical in dynamic situations where multiple threats may be present or when an officer needs to be aware of their surroundings.
- **Improved Target Focus**: With traditional iron sights, officers often have to line up front and rear sights with the target, which can be difficult under stress. Red dot sights simplify this process by allowing officers to focus on the target, rather than aligning the sights.

3. Reduced Training Time and Easier Transition



City of Auburn

Police Department



A Community Oriented Law Enforcement Agency

Chris Hodge *Chief of Police* 1 Auburn Way Auburn, Georgia 30011 Telephone 770-513-8657

Rick Roquemore Mayor

- **Faster Training Curve**: Red dot sights are easier to use for officers who may struggle with traditional sights, especially under stressful conditions. The sight's simplicity (just placing the red dot on the target) can reduce the time needed for proficiency.
- **Benefit to Newer or Less Experienced Officers**: Newer recruits may find red dot sights more intuitive and easier to master compared to traditional iron sights, potentially decreasing training time and enhancing early-stage performance.

4. Increased Officer Confidence and Safety

- Less Stress in High-Stress Situations: In high-stress environments, red dot sights can help officers feel more confident in their ability to accurately engage a threat, which could lead to less hesitation and quicker, more decisive action.
- **Reduced Risk of Misses**: With improved accuracy, officers are less likely to miss their shots or unintentionally hit bystanders, which contributes to both public safety and officer safety.

5. Adapting to Modern Policing Trends

- Alignment with Modern Policing Trends: Many law enforcement agencies across the country are adopting red dot sights for their firearms as part of a broader trend to modernize equipment and improve operational effectiveness. By transitioning to red dot-equipped handguns, APD can align with national best practices.
- Integration with Other Equipment: Red dot sights are often used in conjunction with other modern tactical gear, like body cameras, and rifles with optics. Transitioning to red dot-equipped handguns helps standardize the department's gear, making it easier for officers to operate across various platforms.

6. Research and Evidence Supporting Red Dot Sights

• **Data from Other Agencies**: Various law enforcement agencies that have switched to red dot sights have reported improvements in shooting accuracy and officer confidence in regular and low-light situations. There's also evidence suggesting a reduction in the number of missed shots during qualifications.

7. Operational and Long-Term Benefits

• **Durability and Reliability**: Modern red dot sights are designed to be rugged and can withstand the wear and tear of daily law enforcement use. With advancements in technology, red dot sights are now more reliable, durable, and have longer battery lives.



Chris Hodge *Chief of Police*

City of Auburn

Police Department



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1 Auburn Way Auburn, Georgia 30011 Telephone 770-513-8657

Rick Roquemore Mayor

• **Cost Effectiveness Over Time**: While the initial investment in red dot sights may be higher, the benefits of improved accuracy, reduced training time, and potentially fewer incidents of missed shots can lead to cost savings in the long run through reduced liability and better overall performance.

Conclusion

By switching to handguns with red dot sights, the Auburn Police Department can improve the effectiveness and safety of its officers in critical situations. Enhanced accuracy, quicker target acquisition, and increased officer confidence are compelling reasons to adopt this technology. Additionally, as modern policing continues to evolve, transitioning to this equipment is in line with best practices across the country, making it a forward-thinking move for our department.

DANA SAFETY SUPPLY, INC 4809 KOGER BLVD GREENSBORO, NC 27407

Telephone: 800-845-0405

Bill To

AUBURN POLICE, CITY OF hschotter@cityofauburn-ga.org EMAIL ALL INVOICES - LT. SCHOTTER

Contact:

Telephone: 770-513-8657

E-mail: accountspay@cityofauburn-ga.org

Sales Quote

Sales Quote No.	547410
Customer No.	AUBURNPOL

Ship To

AUBURN POLICE, CITY OF hschotter@cityofauburn-ga.org EMAIL ALL INVOICES - LT. SCHOTTER

Contact: Telephone: 770-513-8657

E-mail: accountspay@cityofauburn-ga.org

Quote Date	S	Ship Vi	ia	F.O.B.	Customer	PO Number	Paym	Payment Method	
09/05/24			PPAY & ADD TO INVOIC				NET30		
Entered By			Salesperson	Order		Resa	le Number		
	ETAIL GA2			RETAIL ATLA	JEFF S	COTT			
Order	Approve	Tax		Item Number / Des	cription		Unit	Extended	
Quantity	Quantity			1001111(011601720)			Price	Price	
20	20	Y	MISC				140.0000	2,800.00	
			7390RDS-	8972-411 7390RDS - 7TST		:			
				Wareh	ouse: ATLA				
_	_		Glock 47						
5	5	Y		28325-411			93.0000	465.00	
			SLD ALS	PADDLE/BELT LOOP HO					
				Wareh	ouse: ATLA				
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			App	roved By:					
				Approve Al	l Items & Quantit	ties			
				Quote Good for 30	Davs				
				C					
Print D	ate 09/05/	/24				Su	btotal	3,265.00	
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Frinted By: R	ETAIL GA2							2.265.00	
						Order	· Total	3,265.00	





DATE 10/29/2024 Quotation # 202410CKW0035

775 GA-42 N. McDonough, GA 30253 Phone: 800-333-0695 Ext. 116 Cell: 678-274-8433 Email: kenny.wesley@amchar.com

Quotation For: AUBURN PD

Number of days Quote is Valid: 30 *Quotation valid until:* 11/28/2024

AUBURN, GA Contact Name: JEFFERY SCOTT Email: Jeffery Scott <jscott@cityofauburn-ga.org> Phone: (770) 513-8657

Prepared by:[Kenny Wesley] Email: [kenny.wesley@amchar.com]

SALESPERSON	CUSTOMER ID	SHIP VIA	F.O.B. POINT	TERMS
CKW			Your Dept	N30
QUANTITY	DESCRIPTION	UNIT PRICE	DISCOUNT	AMOUNT
25	STR69260: STREAMLIGHT TLR-1 HL WEAPON LIGHT	\$139.97		\$3,499.25
If you choose to purha	a se the above listed items, we will require a depart lederal excise tax exempt forms required. Some	tment purchase	SUBTOTAL	\$3,499.25
ORIGINAL INK signe	paperwork per the request of the manufacturer. oper paperwork has arrived.		SHIPPING	\$25.00
	be faxed ATTENTION TO BILL @ Amchar Whol	esale Inc. TO	DTAL DISCOUNT	
			TOTAL	\$3,524.25

All Quotes subject to factory price stability and may change without notice. Prices quoted are contingent to signed acceptance of this quotation

To accept this quotation, sign here and return By Fax:

THANK YOU FOR YOUR BUSINESS!





DATE 10/29/2024 Quotation # 202410CKW0019

775 GA-42 N. McDonough, GA 30253 Phone: 800-333-0695 Ext. 116 Cell: 678-274-8433 Email: kenny.wesley@amchar.com

Quotation For: AUBURN PD

Number of days Quote is Valid: 30 *Quotation valid until:* 11/28/2024

AUBURN, GA Contact Name: JEFFERY SCOTT Email: Jeffery Scott <jscott@cityofauburn-ga.org> Phone: (770) 513-8657

Prepared by:[Kenny Wesley] Email: [kenny.wesley@amchar.com]

SALESPERSON	CUSTOMER ID	SHIP VIA	F.O.B. POINT	TERMS
CKW		Your Dept		N30
QUANTITY	DESCRIPTION	UNIT PRICE	DISCOUNT	AMOUNT
5	GLOGLAWPA455S302MOS7A1: GLOCK 45 G45 GEN 5 MOS DIRECT CUT HGA 9MM 4.0IN BBL ACRO P2 AMG NTF/NTR BLK 317RD MAGS	\$904.96		\$4,524.80
20	GLOGLAWPA475S302MOS7A1: GLOCK 47 G47 GEN 5 MOS DIRECT CUT HGA 9MM 4.5IN BBL ACRO P2 AMG NTF/NTR BLK 3 17RD MAGS	\$904.96		\$18,099.20
1	-\$7,750.00			
	a se the above listed items, we will require a depart rederal excise tax exempt forms required. Some		SUBTOTAL	\$14,874.00
ORIGINAL INK signe	paperwork per the request of the manufacturer. oper paperwork has arrived.		SHIPPING	
	be faxed ATTENTION TO BILL @ Amchar Whol	esale Inc. T	OTAL DISCOUNT	
			TOTAL	\$14,874.00

All Quotes subject to factory price stability and may change without notice. Prices quoted are contingent to signed acceptance of this quotation

To accept this quotation, sign here and return By Fax:

THANK YOU FOR YOUR BUSINESS!



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: 5

TO: Mayor and Council

FM: Michael Parks City Administrator

DATE: January 23, 2025

PURPOSE: To request Mayor and Council to approve Arista BPM for Utility Billing and Newsletter distribution.

BACKGROUND: The city currently uses ENCO for utility billing and monthly newsletters. However, there has been a delay in citizens receiving their bills on time. We reached out to Arista Billing for a quote on their services, which would result in savings for the city.

RECOMMENDATION: To approve canceling services with ENCO and proceed with Arista BPM for Utility Billing services.

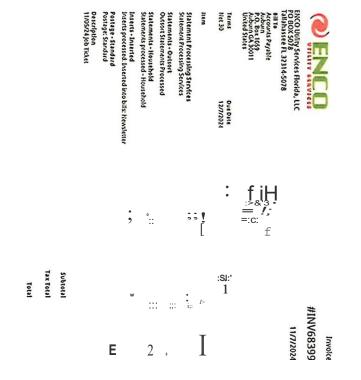
ATTACHMENTS: Arista BPM Quote ENCO Statements

COST ANALYSIS

	Ar	ista BPM		
Solution	Base Price	Monthly Quantity	Recurring Monthly	Upfront Fees
Statement Account	\$0.135	3,836 _	\$517.86	
Delinquent Account	\$0.125	NA		
Suppressed Account	\$0.070	100	\$7.00	
Postcard	Quote based on specifications			
Other Application or default	Quote based on			
as indicated above/below	specifications			
Additional Pricing				
Additional Page	\$0.060			
Duplex Page	\$0.010 Minimum Quote based on specifications	3,836	\$38.36	
PDF	\$0.01	NA		
Monthly Billing Statements	• •		\$563.22	
Monthly Newsletter Insert (Estimate based on sample provid	ed.Printed by third-pa	ty printer, delivered and stored	at Arista for insertion)
Insertion Fee	\$0.01	3,836	\$38.36	
Third-Party Insert Printing	Quote based on specifications	4,000	\$1,250.00 (+Tax)	
Estimated Monthly Newslett	ers		\$1,288.36	
Other Charges			•	
Initial Setup				\$3,000.00*
Minimum Monthly Charge	\$500.00			
Additional Charge for files under 500 pieces	\$10.00			
Programming Charge	\$150.00/hour			
Other Charges		\$3,000.00		
TOTAL CHARGES	- \$1,851.58			
DISCOUNT - Initial Setup Fee	(50%)			(\$1,500.00)
GRAND TOTAL		\$1,851.58	\$1,500.00	

*50% Discount applied to \$3,000.00 initial setup fee contingent on a 24 month Service Agreement.

NHARMANT Prunting



It surrely up MAT pyronis are specific terming, we fix of sources of other single parts to us it of physics atom Thad yor for the symbolic are at the supercomposition 10 May or each site factor of terms physics proves the institute within the given terminant. Then will be a 10 % invests of many parts and no investor.

Newsletter

	Ι	- • H 	Terms Due Date Net 30 12/18/25	EKCO Unity Services Florida, LUC To BOX 2008 Tablassee R. 22314-5078 HIT To ACCOUNT PayNet ACCOUNT PayNet ACCOUNT PayNet ACCOUNT PayNet ACCOUNT PayNet ACCOUNT PayNet
		Veit Price \$1,161.58	101	SNP To SNP To Account Payable Account (10) Acto Boc (13) Acto Boc (13) Acto Boc (13) Acto Boc (13) Acto Boc (13)
Tax Total Total	Subtotal			*
\$0.00 1,161.59	1,161.59			Involce #INV68602 11/18/2024

It many to part AVI quench are update as only order of source of these of spectra that is a spectra of the transport of the AVI quench are a first provident of the transport of the AVI quench are a first provident of the AVI quench are a first pr

Assignment and assumption of contract

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACT (the "Assignment") is executed as of December 11, 2018, between Municipal Code Corporation Inc., a Florida corporation ("Assignor"), and ENCO Utility Services Florida LLC, a Delaware limited liability company ("Assignee").

FOR VALUE RECEIVED, Assignor hereby grants, conveys, transfers and assigns to Assignee and Assignee hereby assumes, from and after the date hereof, all of Assignor's right, title and interest in and to that certain Agreement by and between Assignor and Auburn, GA dated April 2016 (the "Contract"). Assignee hereby accepts such assignment and assumes the obligations of Assignor under the Contract which accrue and are attributable to the period from and after the date of this Assignment, but not otherwise.

Assignor hereby represents and warrants to Assignee that Assignor has not previously assigned its rights under the Contract. Assignor and Assignee hereby each represents and warrants to the other that it is fully empowered and authorized to execute and deliver this Assignment, and the_individuals signing this Assignment on behalf of Assignor and Assignee hereby represent and warrant that he or she is fully empowered and authorized to do so. Assignor hereby covenants that Assignor will, at any time and from time to time upon written request therefor, execute and deliver to Assignee, Assignee's nominees, successors and/or assigns, any new or confirmatory instruments and do and perform any other acts which Assignee, Assignee's nominees, successors and/or assigns, may request in order to fully assign and transfer to and vest in Assignee, Assignee's nominees, successors and/or assigns, title and interest in and enjoyment of, all of Assignor's assets intended to be transferred and assigned hereby, or to enable Assignee, Assignee's nominees, successors and/or assigns, to realize upon or otherwise enjoy any such assets.

Pursuant to this assignment, Assignee will honor all pricing and all terms and conditions of the Agreement with Auburn.

This Assignment shall be governed and interpreted in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Contract.

ASSIGNOR:

Municipal Code Corporation Inc., a Florida corporation

ву:

Ric <u>Gran:</u>Vice President and Chief Operating Officer **ASSIGNEE:**

ENCO Utility Services Florida LLC, a Delaware limited liability company

By: <u>!1.--fft.c</u>{ Ruby<u>cfugoven</u>, Senioi ceP-re-sid-e-nt

ENCO PRICING SCHEDULE

VITIAL PROGRAMMING AND SET-UP ONE-TIMEFEE	N/A
Initial Statement designInitial data mapping	
. • Data transfer site set up and training	
IANUAL MESSAGE CHANGES	\$35 / change
DDITIONAL OR RE-PROGRAMMING CHANGES	\$150 /Hour
TATEMENTS, LATE NOTICES, FINALS, LETTERS ETC.	\$.16 / statement
 Simplex black ink jet printing of variable data Grey scaled ink jet printing of stagnant messaging on back.of bill 8½xll white 24lb. color statements with 3½" perforated return stub Standard Municode #10 White single pistol window with security tint 20lb envelope. Standard Municode #9 White single window with security tint 20lb reply envelope All required data processing including CASS/PAVE certification Generation of online proofs for approval prior to production Folding, inserting and delivery of statements to USPS 	
Reduction in cost for suppression of #9 Return Envelope	01 (\$0.}S) <i>I</i> statement
Special handling charge for householding, heavies, out sorts, or pulled statements	.14 / statement
Additional Statement pages	.05 / additional pages
Inserting fees for additional advertising fliers/buck slips/newsletters/notices/etc. (This is the cost of inserting the flier. The cost for production of the flier itself will vary with the number and quality.)	.01 / insert
Minimum Charge: If the total printing/statement cost per cycle is less than \$100, we will charge a \$100 flat rate to cover fixed costs. This is in addition to the statement billing charge.	\$100.00
This pricing will be subject to an annual review of the cost of Contractor's supplies and labor. With documentation of these increases, prices may be increased by as much as 2%.	• • • • • • • • • • • • • • • • • • •
PTIONAL: NCOA (NATIONAL CHANGE OF ADDRESS)	. O 1 statement
PTIONAL: EBILLING	.145 / statement
Custom email message with an attached exact copy of the printed bill and any insert that was included with the paper statement	
JGGESTED POSTAGE DEPOSIT	
Municode will require that the client maintains a permanent postage deposit in connection with this agreement. Upon termination of the Agreement, Municode shall return the deposit amounts to client after payment of all services.	
Required postage deposit= Estimated statements/notices@ \$.391 (estimated pre-sorted	

RENEWAL OF THE APRIL 2016 CONTRACT BETWEEN THE CITY OF AUBURN, GA AND ENCO UTILITY SERVICES FLORIDA LLC.

This contract renewal is made and entered into this <u>28TH</u> day of <u>MAY</u>, 2019 by and between The City of Auburn, GA ("Client") and ENCO Utility Services Florida LLC.

WHEREAS, on April 14, 2016 the City entered into a contract for Municipal Code Corporation, d/b/a Municode to provide Client utility bill printing and mailing services.

WHEREAS, on December 11, 2018 the assignment and assumption of the contract was executed between Municode and ENCO Utility Services Florida LLC.

WHEREAS, the parties desire to renew the contract for an additional two-year period and thereafter, will automatically renew for successive one (1) year periods unless terminated by either party by written notice to the other party not less than one hundred twenty (120) calendar days prior to the expiration of the term then in effect.

NOW, THEREFORE, in consideration of the mutual promise contained herein, the parties agree to extend the Contract as follows:

PRICING

1. All pricing in the original contract will remain the same, with the exception of the following:

If the total printing/statement cost per cycle is less than \$100, we will charge a \$100 flat rate to cover fixed costs. This is in addition to the statement billing charge.

2. This pricing will be subject to an annual review of the cost of Contractor's supplies and labor. With documentation of these increases, prices may be increased by as much as 2%.

Except as amended herein, all other terms and conditions of the contract shall remain in full force and effect. IN WITNESS WHEREOF, the parties hE)reto have accepted, made and executed this Agreement upon the terms and conditions above stated.

ENCO Utility Services Florida LLC	<u>AUBURN GA</u>	(CLIENT)
By:	By:	.;f-
Name:	Name:	
Title:	<u>TiUe:</u>	
Witness:	Witness:	
Date Signed:	Date Signed:	
	Effective Date:	



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: 6

- **TO:** Mayor and Council
- FROM: Michael Parks City Administrator
- **DATE:** January 23, 2025

PURPOSE: To approve the extended warranties on the Generac generators that support the municipal complex.

BACKGROUND: The original warranty for the generators located behind the municipal complex has expired. The generators are used for both the city hall and the police station in case of a power outage. The replacement cost for the two generators is roughly \$297,000.00. Extending the warranties would act as an emergency contact for any issue with the generator.

RECOMMENDATION: To approve the warranties for the 10 years.

FUNDING: General Funds

ATTACHMENTS: Warranty contract



Corporate Office 3235 Veterans Circle Birmingham, AL 35235

AL/1.8/IMA • GEORGIA • MISSISSIPPI • *fN-1*FLORIDA • TENNESSEE Note: This Pricing is valid for 60 Days from the quote date.

November 21, 2024

Auburn City Hall Attn: Nina Lewis (404) 678-3911 1 Auburn Way. Auburn, GA. 30011 llewis@cityofauburn-ga.org

> Please check all appropriate boxes for desired service options. Quote for Comprehensive Extended Warranty:

Generator Unit Info (Unit 1): Generac 2S0KW. Model #MG250 Serial #3013770496

5-C Extended Warranty: (5-Year)	\$3,200.00
7-C Extended Warranty: (7-Year)	\$4,975.00
D 10-C Extended Warranty: (10-Year)	\$7,570.00

Generator Unit Info (Unit 2): Generac 250KW. Model #MG250 Serial #3013770497

5-C Extended Warranty: (5-Year)	\$3,200.00
7-C Extended Warranty: (7-Year)	\$4,975.00
10-CExtended Warranty: (10-Year)	\$7,570.00

Accepted By: _____

Signature: .Date_____

PQi**#**Applicable),

Ifpurchase order numbers or work order numbers change annually, please provide them as soon as possible to avoid any billing issues.

> Prepared By: Special Markets Department Phone (855) 436-3773 Return Form To: Email: Special.Market@essellc.com



Generac Power Systems 10 Year (10C) Extended Limited Warranty for Industrial Standby Generators

For the period of warranty noted below, begins upon the successful start-up andfor on-line activation of the unit, Generac Power Systems, Inc. "Generacn warrants that its Generator and/or transfer switch system will be free from defects In material and workmanship for the items and period set forth below. Generac will, at its discretion, repair or replace any part(s) which, upon evaluation, inspection and testing by Generac or an Authorized Generac Seivice Dealer, is found to be defective. Any equipment that the purchaser/owner claims to be defective must be evaluated by the nearest Authorized Generac Service Dealer. Emissions components are excluded from coverage under this extended warranty. Emissions warranty coverage is detailed in a separate emissions warranty.

Warranty Coverage: Warranty coverage period is for Ten (10) years or two-thousand {2,000} hours, whichever occurs first.

Warranty Coverage in Year(s) 1-10

Parts, Labor and Limited Travel

•Not available for units outside the USA, USA Territories and Canada.

Limited Gearbox Coverage:

Year(s): 1-5 Coverage	Year{s): 6-10 Coverage
Limited Parts and Labor	Limited Parts Only

Guidelines:

- 1. Unit must be registered and proof of purchase available
- 2, Any and all warranty repairs and/or concerns must be performed and/or addressed by an Authorized/Certified Generac Service Dealer, or branch thereof. Repairs or diagnostics performed by individuals other than Authorized/Certified Generac Service Dealers not authorized in writing by Generac will not be covered.
- 3. This Warranty is transferable between ownership of original install site.
- Generac supplied engine coolant heaters (block-heaters), heater controls and circulating pumps are only covered during the first year of the warranty provision.
- Generac may choose to repair, replace or refund a piece of equipment in its sole discretion.
- 6. Enclosures are warranted against rust for the first year of ownership only. Damage caused after receipt of generator is the responsibility of the owner and is not covered by this war• ranty. Nicks, scrapes, dents or scratches to the painted enclo• sure should be repaired promptly by the owner.

The following will NOT be covered by this warranty:

- Costs of normal maintenance {Le. tune-ups, associated part(s), adjustments, looseneaking clamps, installation and start-up).
- Damage/failures to the generator and/or transfer switch system caused by accidents, shipping, handling, or Improper storage.
- Damage/failures caused by operation with improper fuels, speeds, loads or Installations other than what's recommended or specified by Generac Power Systems.
- Damage to the generator andfor transfer switch due to the use of non-Generac parts and/or equipment, contaminated fuels, oils, coolants/antifreeze or lack of proper fuels, oil or coolants/ antifreeze.
- 5. Failures due to nonnal wear and tear, accident, misuse, abuse, neglect, improper installation, improper sizing, or rodent and/or insect infestation.
- Rental equipment used while warranty repairs are being perfanned and/or any extraordinary equipment used for removal and/or reinstallation of generator (Le. cranes, hoists, lifts, et. al.).
- 7. Planes, ferries, railroad, buses, helicopters, snowmobiles, snow-cats, off-road vehicles or any other mode of transport deemed not standard by Generac.

- 7. Warranty only applies to permanently wired and mounted units.
- Damage to any covered components or consequential damages caused by the use of a non-OEM part will not be covered by the warranty.
- 9. Proof of performance of all required maintenance must be available.
- 10. Travel allowance is limited to 300 miles maximum and seven and half (7.5) hours maximum (per occurrence, whichever is less) round trip from the nearest Authorized Generac Dealer. Any additional travel required will not be covered.
- 11. Engines, driven components and fuel tanks used in Generac's standby power products system can carry a separate manufacturer's (OEM) warranty (the "OEM Warranties"), unless otherwise expressly stated. OEM Warranties are in addition to this Warranty. All warranty claims for defects in material and/or workmanship on Generac product OEM components, may be directed through the OEM distributor/dealer network. OEM Warranties may vary and are subject to change. Generac shall have no liability under OEM warrantlies.
- Products that are modified or altered in a manor not authorized by Generac In writing.
- Starting batteries, fuses, tight bulbs, engine fluids and any related labor.
- 10. Steel enclosures that rust as a result of improper Installation, location in a harsh or salt water environment, or are scratched where the integrity of applied paint is compromised.
- 11. Units sold, rated or used for"Prime Power", "Trailer Mounted" or •Rental Unit" applications as defined by Generac. Contact an Authorized Generac Service Dealer for definitions.
- 12. Shipping costs associated with expedited shipping.
- Additional costs for overtime, holiday or emergency labor costs for repairs outside of normal business hours.
- 14. Any incidental, consequential or indirect damages caused by defects in materials or workmanship, or any delay in repair or replacement of the defective part(s).
- 15. Failures caused by any act of God or external cause including without limitation, fire, theft, freezing, war, lightning, earthquake, windstorm, hail, water, tornado, hurricane, or any other matters which are reasonably beyond the manufacturer's control.

THIS WARRANTY SUPERSEDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. SPECIFICALLY, GENERAC MAKES NO OTHER WAR-RANTIES AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES WHICH ARE ALLOWED BY LAW, SHALL BE LIMITED IN DURATION TO THE TERMS OF THE EXPRESS WARRANTY PROVIDED HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU, GENERAC'S ONLY LIABILITY SHALL BE THE REPAIR OR REPLACEMENT OF PART(S) AS STATED ABOVE. IN NO EVENT SHALL GENERAC BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH DAMAGES ARE A DIRECT RESULT OF GENERAC'S NEGLIGENCE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIM• ITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU ALSO HAVE OTHER RIGHTS FROM STATE TO STATE.

> GENERAC POWER SYSTEMS, INC. • P.O. BOX 8 • Waukesha, WI, USA 53187 Ph: (888) GENERAC (436-3722) • Fax: (262) 544-4851

To locate the nearest Authorized Dealer and to download schematics, exploded views and parts lists

visit our website: www.generac.com

Part No. Ol2381

Garantia limitada extendida de 10 aijos (10C) de Generac Power Systems para los generadores de respaldo industriales

Durante el perfodo de garantfa Indicado abajo, que comlenza desde la puesta en marcha y/o activaci6n exitosa en 1/nea de la unidad, Generac Power Systems, Inc. "Generac garantiza que su sistema de generador y/o Interruptor de transferencia eslara libre de defectos de material y/o mano de obra para los Items y el periodo indicados a continuación. Generac, a su discreción, reparara o sustituira cualquier pieza o piezas que, por media de la evaluación, inspección y prueba efectuada par Generac o un concesionario de servicio autorizado de Generac, se determine que es o son defectuosa(s). Toda equipo que el comprador o propietario redame coma defectuoso debe ser evaluado por el concesionario de servicio autorizado de Generac mas cercano. Los componentes relacionados con emisiones estan excfuidos de la cobertura bajo esta garantfa extendida. La cobertura de la garantra de emisiones se detaUa por separado en una garantia de emisiones. Cobertura de la garantfa: El periodo de cobertura de la garanlla es de dlez (10) afios o dos mil (2000) horas, lo que ocurra primero.

COb8rtllicl de-·1a garanHa en los anos 1 a 10

Sohre piezas, mano de obra y gastos de viaje limitados

No disponible para unidades fuera de los EE. UU., Territories de las EE. UU. y Canada.

Cobertura limitada sobre la caia de engranaies:

Directrices:

Afio{s) de cobertura: 1 a 5 Limilada sobre piezas y mano de obra

<u>Urrirt"ada solo</u> sabre piezas	

Afio(s) de cobertura: 6 a 10

la unidad debe estar reg!strada y tener prueba de compra 1. disponible

- 2. Cualquiera y todas las reparaciones y/o preocupaciones por garantla deben ser efectuadas y/o dirigidas por un concesionario de servicio autorizado o certificado de Generac, o una sucursal de este. Las reparaciones o los diagn6sticos efectuados por personas diferentes de los concesionarios de servicio autorizados o certificados de Generac, no autorizados por escrilo por Generac, no seran cubiertos.
- 3. Esta garanlfa es transferible entre propietarios del silio de fnstalac16n original.
- Los cafenladores de refrigerante de! motor (calentadores de bloque), los controles del calentador y las bombas de circulación suministrados por Generac solo est.in cubiertos durante el primer ai'io de prestaci6n de la garanlfa.
- Generac puede elegir reparar, sustituir o reembofsar una pleza del equipo a su exclusiva d!screc!6n. 5.
- 6, Los gabinetes estan garantizados contra corrosi6n solamente durante el primer airio de propiedad. El dafio causado despues de la recepci6n de\ generador es responsabilidad del comprador y no esta cubierto par esta garantia. Las muescas, raspaduras, abolladuras o rayaduras de gabinete pintado deben ser reparadas sin demora por el propietario.
- Lo siguiente NO sen\ cubierto por esta garantla:
 - 1. Los castes de! mantenimiento normal (es decir: afinaciones, pieza(s] relacionada[s], ajustes, abrazaderas sue1tas o con
- fugas, instalaci6n y puesta en marcha). Los dafios/fa‼os de! Sistema de generador y/o interrupter de 2. transferencia causados por accidentes, envio, manipulaci6n, o almacenamiento Incorrecto.
- Los darios/fa11os causados par la operacJ6n con 3 combustibles, velocidades, cargas, o instalaclones Incorrectas diferentes de las recomendadas o especificadas por Generac Power Systems.
- 4 Dario al generador y/o el interrupter de transferencia debido al uso de plazas y/o equipos que no sean de Generac; combustibles, aceites, refrigerantes/anticongelantes contaminados; o falta de combustibles, aceites, refrigerantes/ anticongelantes apropiados.
- Fallos debidos a: desgaste y dafio normal, accklente, uso indebido, abuso, negligencia, instalación inoorrecta, 5. dimensionamiento incorrecto, o plagas de roedores y/o insectos.
- Equipos arrendados usados mientras se llevan a cabo reparaciones de garantfa y/o todos los equipos extraordinaries usados para retirar y/o reinstalar el generador, (esto es: grt'.ras, malacates, elevadores, etc.).
- 7. Aeronaves, transbordadores, ferrocarril, autobuses, helic6pteros, motocicletas para nieve, camlones para nieve, vehículos fuera de rula o cualquier otro modo de transporte no considerado eslandar por Generac.

- 7. la garantra corresponde sofamente a las unidades conectadas y montadas en forma permanente.
- 8. Los daiios a cualquier componente o los daiios emergentes causados por el uso de una pieza que no sea OEM no estaran cubiertos par la garantfa.
- Debe haber disponible prueba de la ejecuci6n de todo el mantenimiento requerido.
- 10. Las asignaclones para viaje estan limitadas a 300 millas coma m8ximo y siete horas y media (7.5) horas como m8ximo (por ocurrencia, lo que sea menor), viaje de kfa y vuelta, desde el conces!onario autorizado de Generac mas cercano. Toda gasto de viaje adicional requerido no sera cublerto.
- 11. Los motores, los componentes accionados y los tanques de combustible usados en los productos de respatdo de Generac pueden Uevar una garantra de fabricante (OEM) separada (las "Garant!as OEM"), a menos que se estipule expresamente lo contrario. las garanlfa de OEM son un agregado a esta garantra. Todos las reclamos de garanlla por defectos de material y/o mano de obra en las oomponentes OEM del producto Generac, pueden ser dirigklos a traves de la red de distribuidores/ooncesionarios OEM. Las garantfa de OEM pueden variar y estan sujetas a cambios. Generac no tendra responsabilidad bajo las Garantfas OEM.
- 8, Los productos que sean modificados o alterados en forma no autorizada por Generac por escrito.
- Las baterfas de arranque, fusibles, bombillas de tuz, fluidos para el motor y mano de obra relacionada.
- Los gabinetes de acero que se corroen debido a instalaci6n incorrecta, ubicaci6n en un entorno agresivo o con agua salada, o se rayen donde este comprometida la integridad de la pfntura aplicada.
- 11. Las unidades vendidas, calificadas para, o usadas en aplicaciones de Alimentaci6n e!E!ctrica principal", «Monlada en remolque" o "Unidad en atquiler' como las define Generac. Comunfquese con un concesionario autorizado de Generac para obtener las definiciones.
- 12. Los costes de envfo asociados con envlo urgente.
- 13. Los castes adicionates par horas extra y feriados o los costes de mano de obra de emergencia por reparaciones fuera del horario de trabajo normal.
- Todos los datas o norma.
 Todos los datas o n toda demora en la reparación o sustilución de [a(s) pieza(s) defectuosa(s).
- 15. Los fallos causados par cuafquier acto de fuerza mayor o causa externa, que incluyen, sin limitaciones, incendio, robo, conge!amiento, guerra, rayos, terrernoto, tormenta de viento, granizo, agua, tornado, huracan, o cualesquiera otros asuntos que esten fuera del control razonable del fabricante.

ESTA GARANTÍA SUSTITUYE CUALQUIER OTRA GARANTIA, EXPRESA O IMPL(CITA. ESPECIFICAMENTE, GENERAC NO EXTIENDE NINGUNA OTRA GARANTIA SOSTITUTE COALCOURT OTRA GARANTIA, ESPRESA O INIFICIOTA. ESPECIFICAMIENTE, GENERACION EXTIENDE NINGUNA OTRA GARANTIA ACERCA DE LA COMERCIALIZACIÓN O APTITUO PARA UN PROPÓSITO EN PARTICULAR. LA OURACIÓN DE TODAS LAS GARANTÍAS IMPLÍCITAS PERMITIDAS POR LA LEY ESTARA LIMITACIA A LAS CONDUCIONES DE LA GARANTÍA EXPRESA ESTIPULADA EN LA PRESENTE. ALGUNOS ESTADOS NO PERMITEN LIMITACIONES DE LA DURACIÓN DE UNA GARANTÍA IMPLÍCITA; POR LO TANTO, LA LIMITACIÓN PRECEDENTE PUEOE NO APLICARSE A LISTED. LA ONICA RESPONSABILIDAD DE GENERAC SERA REPARAR O SUSTITUIR LA(S) PIEZA(S) COMO SE ESTIPULO PRECEDENTEMENTE. GENERAC NO SERA RESPONSABLE EN NINGON CASO POR NINGUN DA O ACCESORIO O EMERGENTE, AUN CUANDO TAL DA O SEA RESULTADO DIRECTO DE LA NEGLIGENCIA DE GENERAC. ALGUNOS ESTADOS NO PERMITEN LA EXCLUSIÓN O LIMITACIÓN DE DAF, IOS ACCESORIOS O EMERGENTES, DE MANERA QUE LA LIMITACIÓN PRECEDENTE PUEDE NO APLICARSE A USTED. ESTA GARANTÍA LE OTORGA OERECHOS LEGALES ESPECIFICOS. USTED TAMBIEN TIENE OTROS DERECHOS QUE VARIAN EN DIFERENTES ESTADOS.

GENERAC POWER SYSTEMS, INC. • P.O. BOX 8 • Waukesha, WI 53187, EE. UU. Tel.: (888) GENERAC (436-3722) • Fax: (262) 544-4851

Para ubicar el concesionario autorlzado mas cercano y descargar dlagramas esquem8.ticos, despieces y listas de piezas

visite nuestro silio Web: www.generac.com

NUmero de pleza OL2381

Garantie limitee prolongee de 10 ans (10C) de Generac Power Systems sur les generateurs de secours industrials

Pendant la periode de garantie mentionnee ct-bas, quidfibute des le d8marrage reussi de l'appareil ou!'activation en ligne de l'appareil, Generac Power Systems, Inc. (Generac) garantit que son generateur ouson commutateur de transfert seront exempts de vices de materiaux et fabrication en ce qui concerne les elements et la j)El:riode indiques ci-dessous. Asa seute discretion, Generac rElparera ouremplacera toute piece qui est juge dElfectueuse apres l'Elvaluation, l'inspection et la mise gl'essai par Generac ou un fournisseur de services d'entretien agree de Generac. Tout equipement que l'acheteur/propri8taire pretend etre defectueux doit *litre* 6valu0 par le fournisseur de services d'entretien agree de Generac le p!us pres. Les composantes relatives aux Elmissions ne son! pascouvertes en vertu de la presente garantie. la couverture des composantes relatives aux emissions est detaillee dans une garantie distincte.

Couverture de la garantie : la periode de garantie est de dix (10) ans ou de deux mille (2 000) heures, selon la premiere eventualit8.

Periode de	garantie	de 1	a 10	ans
------------	----------	------	-------------	-----

Pieces. main-d'ceuvre et couverture limitee des deplacements

* Ne s'applique pas aux produits se trouvant al'exterieur des Etats-Unis, des territoires des !:tats-Unis et du Canada.

Couverture limitee de la boite a engrenages :

P8riode : couverture de 1 a 5 ans	P8riode : couverture de 6 a 10 ans
Couverture lim!tee - pieces et main-d'ceuvre	Couverture limitee - pieces seulement

Lianes directrices:

- 1. L'appareil doit etre enregistre, et la preuve d'achat dolt etre presentee sur demande.
- Toute reparation sous garanlie ou preoccupation relative a la presente garantie doil litre effectuee ou traitee par un fournisseur de services d'entretlen agreli/autorise de Generac ou par l'une de ses succursales. Toute reparation ou evaluation effectuee par des personnes autres que des fournisseurs de services d'entretien agrelis/aulorises de Generac qui n'a pas ete autortsee par ecrit par Generac ne sera pas couverte.
- la presente garanlie est transferable conjointement a la 3. propriete du site d'Installation d'orlgine.
- Les chaufferettes a liquide de refrold!ssement du moleur (chauffe-moteur), les commandes de chauffage et les pompes de clrculation fournies par Generac ne sont 4 couvertes que pendant fa premiere annee de la periode de garantie.
- Generac peut choislr, a sa seule discretion, de reparer, de 5.
- remplacer ou de rembourser une piece d'equipement. Les boitiers sont garantis contra la rouille pendant la premiere 6 ann8e de possession seulement. Les dommages causes apres la reception du generateur sont la responsabilit8 du proprietalre et ne sont pas couverts par la pr8sente garantie. Les entailles, 8raflures, bosses ou egratignures au boitier peint doivent i'itre reparees sans d8Ja! par le proprietaire.

Les elements suivants ne seront PAS couverts par la pr&sente garantie :

- 1. Les coats d'entretien normal (c'est-a-dire mises au point, reglages de pieces associees, ajustements, resserrage de fixations, installation et demarrage).
- Les dommages/defaillances du generateur eVou du commutateur de Iransfert causes par un accident, le transport, la manutention ou un entreposage inadequat.
- Les dommages/defaillances causes par l'utilisat!on de carburants inappropries ou!'utilisation a des vilesses, avec 3. des charges ou selon une installation autres que ce qui est recommande ou specifie par Generac Power Systems.
- Lesdommages au generateur eUou au commutateur de transfert causes par l'utilisation de pieces ou d'equipement non fabriques par Generac, de carburant, d'hui1e, de tiquide de refroidissement et d'antigel contamine ou encore du manque de carburant, d'huile, de liquide de refroidissement et d'antigel.
- Les dflfaillances causees par l'usure normafe, un accident, 5. une utilisation inappropriee, une utilisation abusive, une negligence, une installation inadequate, un dimensionnement fnad8quat ou une infestation de rongeurs ou d'insectes.
- L'equipement de location utilise pendant que des reparations sous garantie sont effectuees eVou tout equipement extraordinaire utilise pour retirer ou reinstaller le generateur (c'est-fl-dire grues, apparells de levage, etevateurs, etc.). Les avlons, les traversiers, les trains, les autobus, les
- helicopteres, les motoneiges, Jes dameuses, les vehicufes hors route ou tout autre moyen de transport juge non standard par Generac.

- 7. la garantie s'applique uniquement aux appareils monies et cables en permanence.
- 8 Aucun dommage ou dommage indirect a toute piece couverte decoulant de l'utilisation de pieces non fabriquees par un
- fabricant d'equipement d'origine ne sera couvert par la garanlie. Une preuve d'execution de lous les travaux d'entretien requis doit litre pr8sentee sur demande.
- La presente garanlie couvre les deplacements aller-retour d'un maximum de 480 km (300 miles) et de sept heures el demie (7,5) (par deplacement, selon le moindre des deux) a partir du fournisseur de services d'entretien agree de Generac le plus pres. Tout deplacement supplementaire requis ne sera pas couvert.
- 11. les moteurs, les piElces d'entrainement et les reservoirs de carburant utilises dans Jes systemes d'alimentation de secours de Generac peuvent etre proteges au titre de la garantie d'un fabricant d'8quipement distinct (Jes « garanties des fabricants d'8quípement d'origine ►)), sauf indication expresse a l'effet contraire, Les garanties des fabricants d'equipement d'origine s'ajoutent a la presente garantie. Toute reclamation au titre de la garantie pour vices de materiaux ou de fabrication de pieces d'un fabricant d'equipement d'origine sur un produit Generac peut €llre faite aupres du distributeur ou du reseau de fournisseurs de ce fabricant d'equipement d'origine. Les garanties des fabricants d'8quipement d'origine peuvent varier et faire l'objet de modifications. Generac n'a aucune responsabilit8 d8coulant des garanlies des fabricants d'equipement d'orig!ne.
- 8. Les produits modifies ou alleres d'une maniere qui n'a pas ete autorisee par ecrit par Generac
- Les batteries de dfimarrage, les fusibles, les ampoules Clectriques, les fluides de moteur et toute main-d'œuvre connexe. 9
- 10. Les boillers en acler qui rouillent en raison d'une installation inadequate, d'une instalfallon dans un environnement difficile ou salin ou d'egratignures qui compromettent l'int8grit8 de la
- pelnture appliquee sur le boitler.11. Les appareils vendus, cotes ou utilises selon les applications suivantes, telles qu'elles sont d8finies par Generac : « pufssance Blectrique de base», « monte sur remorque >> ou u unite de location >>. Communiquez avec un foumisseur de services d'entretien agree Generac pour obtenir les d0finitions de ces termes.
- 12. Les coats d'expedition lies a l'expedition acceleree.
- 13. Les coots supplementaires lies aux heures suppfementaires, aux jours feries ou aux services d'urgence pour toute reparation effectuee en dehors des heures normafes de bureau.
- 14 Tout dommage accessoire, subsequent ou indirect cause par une defectuosite en materiel ou en fabrication, ou par tout retard dans la reparation ou le remplacement d'une ou de pieces defectueuses.
- 15. Les defaillances causees par un acte de la nature ou une cause exteme y compris, sans toutefols s'y limiter, te feu, le vol, le gel, la guerre, la foudre, un tremblement de lerre, une temp81e, la gr \in !1e, la pluie, une tomade, un ouragan ou toute autre situation qui est raisonnablement hors du contrôle du fabricant.

LA PRESENTE GARANTIE REMPLACE TOUTES LES AUTRES GARANTIES, EXPLICITES OU IMPLICITES. EN PARTICULIER, GENERAC N'OFFRE LAPRESENTE GARANTIE REMPLACE TOUTES LES AUTRES GARANTIES, EXPLICITES OU IMPLICITES. EN PARTICULIER, GENERAC N'OFFRE AUCUNE AUTRE GARANTIE QUANT A LA QUALITE MARCHANDE OU A LA CONVENANCE A UN USAGE PARTICULIER. TOUTE GARANTIE IMPLICITE AUTORISEE PAR LA LOISERA LIMITEE A LA DUREE DE LAPERIODE DE LA PRESENTE GARANTIE EXPLICITE. CERTAINS ETATS OU PROVINCES NE PERMETTENT PAS LES LIMITATIONS SUR LA DUREE D'UNE GARANTIE IMPLICITE ET, PAR CONSEQUENT, LA PRESENTE LIMITATION PEUT NE PAS S'APPLIQUER. LA RESPONSABILITE OE GENERAC SE LIMITERA À LA REPARATION OU AU REMPLACEMENT DES PIECES, COMME INDIQUE PRECEDEMMENT. EN AUCUN CAS GENERAC NE POURRA ETRE TENU RESPONSABLE DE TOUT DOMMAGE ACCESSOIRE OU INDIRECT, M ME SICES DOMMAGES SONT LE RESULTAT D'UNE NEGLIGENCE DE LA PART DE GENERAC. CERTAINS I:TATS OU PROVINCES N'AUTORISENT PAS L'EXCLUSION NILA LIMITATION DES DOMMAGES ACCESSOIRES OU INDIRECTS ET, PAR CONSEQUENT, LA LIMITATION I:NONCI:E CI-DESSUS PEUT NE PAS S'APPLIQUER. CETTE GARANTIE VOUS CONFERE DES DROITS LEGAUX SPECIFIQUES. VOUS POUVEZ EGALEMENT JOUIR D'AUTRES OROITS QUI VARIENT SELON L'ETAT OU LA PROVINCE.

GENERAC POWER SYSTEMS, INC. • C.P. 8 • Waukesha, WI (E'.-U.) 53187 Telephone: (888) GENERAC (436-3722) • Tei&copleur: (262) 544-4851

Pour trouver le fournisseur agree le plus pres et pour telecharger les schemas, les vues eclatees et les lisles de pieces,

visitez noire site Web : www.generac.com



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: 7

- TO: Mayor and Council
- FROM: Michael Parks City Administrator
- **DATE:** January 23, 2025

PURPOSE: To explore the feasibility of recording council meetings for public viewing.

BACKGROUND: With the city's continued growth and increasing community engagement, we have received requests to consider recording council meetings to help keep citizens better.

RECOMMENDATION: To discuss video recording of council meetings.

FUNDING: Discussion only at this time.



MAYOR

Rick E. Roquemore

CITY ADMINISTRATOR Michael Parks **CITY COUNCIL**

Robert L. Vogel III Taylor Sisk Jamie L. Bradley Joshua Rowan

Agenda Item No. 8

To: Mayor and Council

From: Brooke Haney, City Clerk

Date: January 23, 2025

<u>Purpose</u>

To recommend the approval of the Qualifying Dates and Qualifying Fees for the 2025 Election cycle.

Background

The qualifying fee for Mayor and Council Member seats is based on 3% percent of the salary. The yearly salary for the Mayor's seat is \$18,000. The yearly salary for the Council Member's seat is \$4,800.

Pursuant to O.C.G.A §21-2-131(a)(1), the governing authority of the City of Auburn announces the following qualifying fees for the local offices to be filled in the 2025 Municipal General Election:

OFFICE	FEE
Council Member (To Succeed Robert L. Vogel III)	\$144.00
Council Member (To Succeed Taylor Sisk)	\$144.00

Candidates must pay to the city a qualifying fee of \$144.00 to run for a Council Member's seat. The Municipal General Election will be to elect two Council Members.

In accordance to O.C.G.A 21-2-132 (3) (a) and State Bill 199; the qualifying period will be the week of August 21, 2025. Qualifying will begin Monday, August 18, 2025, at 8:30 a.m. The qualifying period will be Monday, August 18, 2025 – Thursday, August 21, 2025, from 8:30 a.m. to 4:30 p.m. and Friday, August 22, 2025 from 8:30 a.m. to 12:30 p.m. at the Auburn City Hall located at 1 Auburn Way in Auburn. The City must qualify for a minimum of three consecutive days but no more than five days and shall commence no earlier than 8:30am on that Monday but end no later than 4:30pm on the following Friday.

The Municipal General Election will be held at the Hmong New Hope Alliance Church, 1622 Union Grove Church Rd. Auburn, GA 30011 on November 4, 2025. If a Runoff is necessary, it will be held at the same location on Tuesday, December 2, 2025. The polling location will be open from 7:00 a.m. until 7:00 p.m.

The state law requires that the qualifying fees be published on or before February 1, 2025, so the fees will need to be published in the January 29, 2025, paper.

Funding

Operational Budget

Recommendation

To recommend the approval of the Qualifying Dates and Qualifying fees for the 2025 Election cycle.

Attachment

Council Qualifying Fees Chart

Mayor & Council Qualifying Fees Chart - 2025

OFFICE	FEE
Council Member (To Succeed Robert L. Vogel III)	\$144.00
Council Member (To Succeed Taylor Sisk)	\$144.00



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: 9

- TO: Mayor and Council
- FROM: Jack Wilson, City Attorney
- DATE: January 23, 2025

PURPOSE: Amend City of Auburn Charter Section 5.13 and 5.16

BACKGROUND: Charter Section 5.13 currently establishes elected officials based on plurality. The amendment change would move to seats designated by Post 1, Post 2, Post 3, and Post 4. Candidates would designate a post when qualifying for the election. The City Council shall be elected by the electors of the city at large with majority vote. The posts are not set by regions of the city only at large.

Charter Section 5.16- Commencing with the election after the start of the term of Council beginning January 1, 2026, and thereafter, no Council member elected or qualified for three consecutive terms shall be eligible for the next succeeding term based upon previous elective service.

Commencing with the election after the start of the term of Council beginning January 1, 2026, and thereafter, no Mayor elected or qualified for three consecutive terms shall be eligible for the next succeeding term based upon previous elective service. The limitation of two consecutive terms shall not overlap or run concurrent between being a Council member position and a Mayor as the term limit period is to the particular elected position and are not to be combined.

RECOMMENDATION: To approve amending the City of Auburn Charter Section 5.13 and 5.16. This vote would need to be made in two consecutive meetings.

FUNDING: N/A

ATTACHMENTS: See attached

ORDINANCE NO.

AN ORDINANCE TO AMEND THE CITY OF AUBURN CHARTER SECTIONS 5.13 and 5.16

AN ORDINANCE TO AMEND THE CITY OF AUBURN CHARTER ORIGINALLY APPROVED MARCH 14, 1949 (GA.L 1949, P. 807) AS AMENDED, TO REPEAL CONFLICTING LAWS AND FOR OTHER PURPOSES

WHEREAS, the City has reviewed its Charter provisions relating to the election and service of the Mayor and City Council members and determined that it is in the best interest of the health, safety and welfare of the citizens of the City to revise the manner in which the Mayor and City Council members are elected and the terms of office for which they may be elected;

NOW THEREFORE, THE COUNCIL OF THE CITY OF AUBURN HEREBY ORDAINS that the City Charter be amended as follows:

1.

The existing Section 5.13 of the City Charter is hereby deleted, and the following Section 5.13 Election of Mayor and City Council members is substituted in its place:

SECTION 5.13

Section 5.13 Election of Mayor and City Council members:

- (a) The members of the City Council shall serve terms of four years and until their respective successors are elected and qualified. The term of office of each member of the City Council shall begin on the first day of January immediately following the election of such member, unless general law authorizes or requires the term to begin at the first organizational meeting in January or upon some other date. No person shall be eligible to serve as Mayor or Councilmember unless that person shall have been a resident of the City for 12 months prior to the date of the election; each shall continue to reside in the City during his or her period of service and to be registered and qualified to vote in municipal elections of this City.
- (b) The City Council seats shall be designated Post 1, Post 2, Post 3, and Post 4. Candidates shall designate the post for which they are offering for election when qualifying for election.
- (c) The Mayor and members of the City Council shall be elected by the electors of the City at large. To avoid the costs and expense associate with runoff elections, the person receiving a plurality of the votes cast for any City office shall be elected.

The following Section 5.16--Terms of Office is adopted as follows:

Section 5.16 Terms of Office

Commencing with the election after the start of the term of Council beginning January 1, 2026, and thereafter, no Council member elected or qualified for three consecutive terms shall be eligible for the next succeeding term based upon previous elective service.

Commencing with the election after the start of the term of Council beginning January 1, 2026 and thereafter, no Mayor elected or qualified for three consecutive terms shall be eligible for the next succeeding term based upon previous elective service. The limitation of two consecutive terms shall not overlap or run concurrent between being a Council member position and a Mayor as the term limit period is to the particular elected position and are not to be combined.

3.

In the event any Court of competent jurisdiction determines that any of the foregoing amendments are unconstitutional or otherwise illegal, such rulings shall not impair the validity of the rest and remainder of this Charter.

4.

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

5.

This Amendment has been adopted at two regular consecutive meetings, pursuant to O.C.G.A. § 36-35-3(b).

6.

This Amendment shall be effective commencing with the election after the start of the Council term beginning January 1, 2026.

IT IS SO ORDAINED this ____ day of March, 2025.

Richard E. Roquemore, Mayor

Robert L. Vogel, III, Council Member

Jamie L. Bradley, Council Member

Taylor J. Sisk, Council Member

Joshua Rowan, Council Member

ATTEST:

Brooke Haney, City Clerk