



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
Meeting
for
April 11, 2024
6:00 PM
Council Chambers
1 Auburn Way
Auburn, GA 30011**

INVOCATION

PLEDGE

NEW BUSINESS

1. Council Reports and Announcements
2. Citizen Comments on Agenda Items
3. Consent Agenda
 - a. Council Business Meeting Minutes- March 14, 2024
 - b. Council Workshop Meeting Minutes- March 28, 2024
 - c. Police Department Firing Range
 - d. Water Treatment Plant Operations
 - e. Removal of Minerals in RWSP Pilot Study
 - f. Georgia Cities Week Resolution
 - g. Event Road Closure
 - h. IGA for Sewer with Barrow County
 - i. Commercial Vehicle Ordinance, Section 17.100.050
 - j. Discharge of Weapons City Code #9.20.020
 - k. Ordinance to Amend Charter 3.17 and 3.21
 - l. Approval of a new Mutual Aid Agreement with the Gwinnett Sheriff's Office
4. Purchase and placement of FLOCK Cameras for the City of Auburn- Chief Hodge
5. Park Improvement at Burel Park- Discussion Only- Michael Parks
6. Citizen Comments

Executive Session- Personnel Matters

ADJOURNMENT

MAYOR
Richard E. Roquemore

CITY CLERK
Michael Parks

CITY OF AUBURN
MAYOR and CITY COUNCIL
BUSINESS MEETING in Council Chambers
1 Auburn Way
For
March 14, 2024
6:00 PM

City Council
Robert L. Vogel, III
Taylor Sisk
Jamie L. Bradley
Josh Rowan

Present: Mayor: Richard Roquemore
Council Member: Josh Rowan
Council Member: Bob Vogel
Council Member: Taylor Sisk
Council Member: Jamie Bradley

City Staff in Attendance: City Administrator Michael Parks, Iris Akridge, Staci Waters, Chief Hodge, Sarah McQuade, and Jack Wilson.

Also in Attendance: Bel Outwater with Auburn Public Library

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

Pastor Joseph Cartey gave the invocation.

Chief Hodge led the pledge to the flag.

Council Reports and Announcements

Mayor Roquemore asked for any Council Reports and Announcements.

None were given.

Mayor Roquemore asked to Amend the agenda removing Item # 3

Motion: Made by **Council Member Sisk** to remove item #3 from the agenda.

Second: By **Council Member Vogel**.

Mayor Roquemore asked for any discussion. There was none.

Votes were taken with all members present voting yes.

NEW BUSINESS

Item: Citizen Comments on Agenda Items

Mayor Roquemore asked for any citizen comments for items on tonight's agenda.

None were given.

Item: Consent Agenda

Mayor Roquemore asked if any of the consent agenda items needed to be removed for further discussion.

None were given.

Mayor Roquemore asked for a motion to approve the Consent Agenda:

- a. Council Business Meeting Minutes- February 1, 2024
- b. Council Workshop Meeting Minutes- February 15, 2024

- c. Council Workshop Meeting Minutes- February 22, 2024
- d. Statewide Mutual Aid and Assistance Agreement
- e. Rock Creek Intake/Contract

Motion: Made by **Council Member Rowan** to approve the Consent Agenda.

Second: By **Council Member Bradley**.

Mayor Roquemore asked for any discussion. There was none.

Votes were taken with all members present voting yes.

Item: **Harmony 2B Final Plat Approval**

Sarah McQuade presented.

Mayor Roquemore asked for a motion to approve Harmony 2B Final Plat Approval as presented.

Motion: Made by **Council Member Rowan** to approve Harmony 2B Final Plat Approval as presented.

Second: By **Council Member Sisk**.

Mayor Roquemore asked for any discussion. There was none.

Votes were taken with all members present voting yes.

Item: Safe Digging Month April 2024

Iris Akridge presented.

Mayor Roquemore asked for a motion to approve April as Safe Digging Month as presented.

Motion: Made by **Council Member Sisk** to approve April 2024 as Safe Digging Month as presented.

Second: By **Council Member Bradley**.

Mayor Roquemore asked for any discussion. There was none.

Votes were taken with all members present voting yes.

Item: Auburn Library Week Proclamation

Bel Outwater presented.

Mayor Roquemore asked for a motion to approve the Auburn Library Week Proclamation as presented.

Motion: Made by **Council Member Vogel** to approve the Auburn Library Week Proclamation as presented.

Second: By **Council Member Sisk**.

Mayor Roquemore asked for any discussion. There was none.

Votes were taken with all members present voting yes.

Item: Ordinance to Amend City Charter 3.17

Attorney Jack Wilson presented.

Motion: Made by **Council Member Vogel** to table this to the next meeting on March 28, 2024, to allow more time to review.

Mayor Roquemore asked for a second tabling of the Ordinance to Amend City Charter 3.17 to the March 28, 2024, as presented by staff.

Second: By **Council Member Sisk**.

Votes were taken with all members present voting yes.

Item: Citizen Comments

Mayor Roquemore asked for any citizen comments.

Charles Sewell- 287 Park Place Auburn, GA 30011 suggested changing the wording on the City Charter 3.17 to say, may be terminated “for cause” instead of “at will.”

No other citizen comments were made.

Mayor Roquemore asked for a motion to go into Executive Session for Potential Litigation, Pending Litigation, and Personnel Matters.

Motion: Made by **Council Member Sisk** to go into Executive Session for Potential Litigation, Pending Litigation, and Personnel Matters.

Second: By **Council Member Bradley**.

Mayor Roquemore asked for any discussion. There was none.

Votes were taken with all members present voting yes.

After Executive Session, the City Attorney reported that during Executive Session the Council met to discuss potential litigation, pending litigation, and personnel 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 with the minutes of this meeting.

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

Motion: Made by **Council Member Vogel** 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 April 2024

Attest:

Mayor Richard E. Roquemore



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
CITY COUNCIL WORKSHOP MEETING
MARCH 28, 2024
6:00 PM
Council Chambers
1 Auburn Way
Auburn, GA 30011**

Mayor: Richard Roquemore
Council Member: Bob Vogel
Council Member: Taylor Sisk
Council Member: Jamie Bradley
Council Member: Josh Rowan

City Staff in Attendance: Michael Parks, Chief Hodge, Staci Waters, Officer Whalen, Jack Wilson.

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

Mayor Roquemore said before we begin Chief Hodge would like to recognize one of his Officers.

Chief Hodge commended **Officer Whalen** for administering Narcan to two individuals in the line of duty last week, on separate occasions, and saving their lives.

Council Report and Announcements- Councilman Sisk announced that our first Food Truck Friday of the year will be held on Friday, April 12th. Also, the Ribbon Cutting for the Municipal Complex will be held on Friday, April 26th at 2:00pm and we invite everyone to join us for this special occasion.

Mayor Roquemore welcomed **Tawanda Rush Williams** who is running for Gwinnett County Superior Court Judge to the meeting. Ms. Williams introduced herself to the Council and the audience.

Item: Public Hearing- Amendment of Commercial Vehicle Ordinance, Section 17.100.050

Mayor Roquemore asked for Jack Wilson, City Attorney, to present on the Commercial Vehicle Ordinance Amendment.

Jack Wilson presented and reported that the Planning Commission reviewed, revised, and recommended approval of the draft ordinance amendment before the City Council tonight.

Jack Wilson stated that there would be ten minutes for presentations for each side if anyone would like to speak.

Mayor Roquemore asked for a motion to open the Public Hearing for Amendment of Commercial Vehicle Ordinance, Section 17.100.050.

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. Public Hearing opened.

Mayor Roquemore asked those in favor of the ordinance and wished to speak to please come forward.

Jonathan Glomoack, 1519 Willow Gate Trace, Auburn, GA 30011, stated he is in favor of the amendment presented and would like to see a height requirement added to the Ordinance.

Robert Yoe, 1531 Wynfield Dr., Auburn, GA 30011, is in favor of the amendment presented.

Mayor Roquemore asked for those in opposition of the ordinance and wished to speak to please come forward.

No opposition.

Mayor Roquemore asked for a motion to close the Public Hearing for Amendment of Commercial Vehicle Ordinance, Section 17.100.050.

Motion: Made by **Council Member Vogel** to close 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. Public Hearing closed.

WORK SESSION

Item: **Police Department Firing Range**
Chief Hodge presented.
-placed on April 11, 2024, Council Business Agenda

Item: **Parks Mill Park Dirt Donation**
Michael Parks presented.
-placed on April 11, 2024, Council Business Agenda

Item: **Water Treatment Plant Operation**
Michael Parks and Jim Aton presented.
-placed on April 11, 2024, Council Business Agenda

Item: Removal of Minerals in RWSP Pilot Study

Michael Parks and Jim Aton presented.

-placed on April 11, 2024, Council Business Agenda

Item: Georgia Cities Week Resolution

Michael Parks presented.

-placed on April 11, 2024, Council Business Agenda

Item: Event Road Closure

Michael Parks presented.

-placed on April 11, 2024, Council Business Agenda

Item: IGA for Sewer with Barrow County

Michael Parks presented.

-placed on April 11, 2024, Council Business Agenda

Item: Commercial Vehicle Ordinance, Section 17.100.050

Jack Wilson presented.

Council reviewed and discussed the draft ordinance.

-placed on April 11, 2024, Council Business Agenda

Item: Discharge of Weapons City Code #9.20.020

Chief Hodge presented.

The council discussed potential revisions to the current City ordinance.

-placed on April 11, 2024, Council Business Agenda

VOTING ITEMS

Item: Ordinance #24-003 to amend the City Charter-Section 3.17 and 3.21

Jack Wilson presented the ordinance to amend the City's Charter regarding the duties of the City Clerk and Parks and Leisure Coordinator. This is the first of two votes in consecutive meetings required by State law to amend the City Charter.

Mayor Roquemore asked for a motion to approve Ordinance #24-003 to amend the City Charter as presented.

Motion: Made by **Council Member Sisk** to approve Ordinance #24-003 to amend the City Charter as presented.

Second: By **Council Member Vogel**.

Mayor Roquemore asked for any discussion. There was none.

Votes were taken with all members present voting yes.

Mayor Roquemore asked for any Citizen Comments on tonight's agenda items.

Silvia Barber of 1220 St. Andrews Dr. Auburn, GA, 30011, spoke on the discharge of firearms within a subdivision and thought we should contact the landowners surrounding the future gun range that was proposed.

Robert Yoe of 1531 Wynfield Dr., Auburn, GA 30011, spoke on the safety issues with the current discharge of firearms ordinance the City has in place.

No other citizen comments were made.

Mayor Roquemore asked for a motion to go into Executive Session for Potential Litigation and Personnel Matters.

Motion: Made by **Council Member Bradley** to go into Executive Session for Potential Litigation and Personnel Matters.

Second: By **Council Member Sisk**.

Mayor Roquemore asked for any discussion. There was none.

Votes were taken with all members present voting yes.

After Executive Session, the City Attorney reported that during Executive Session the Council met to discuss potential litigation and personnel 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 with the minutes of this meeting.

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

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

Second: By **Council Member Bradley**.

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 April 2024

Attest:

Mayor Richard E. Roquemore



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.

To: Mayor and Council
From: Chief Chris Hodge
Date: March 28th, 2024

Purpose

Consider granting approval for the construction of a new Police Department firing range on City property located behind Public Works

Background

During 2024 budget discussions, an area within the reservoir property was identified for the construction of a new police firing range. Over the last several months, inclement weather revealed that this area is prone to flooding, making it unsuitable for the identified purpose. The Department has identified a new parcel of land, currently owned by the City, which would facilitate the range needs of the department. Funds were included in the 2024 budget to begin building a new firing range in addition to monies pledged from the Confiscated Asset account.

Funding

No immediate funding necessary

Recommendation

Approving the construction and location of a new police firing range

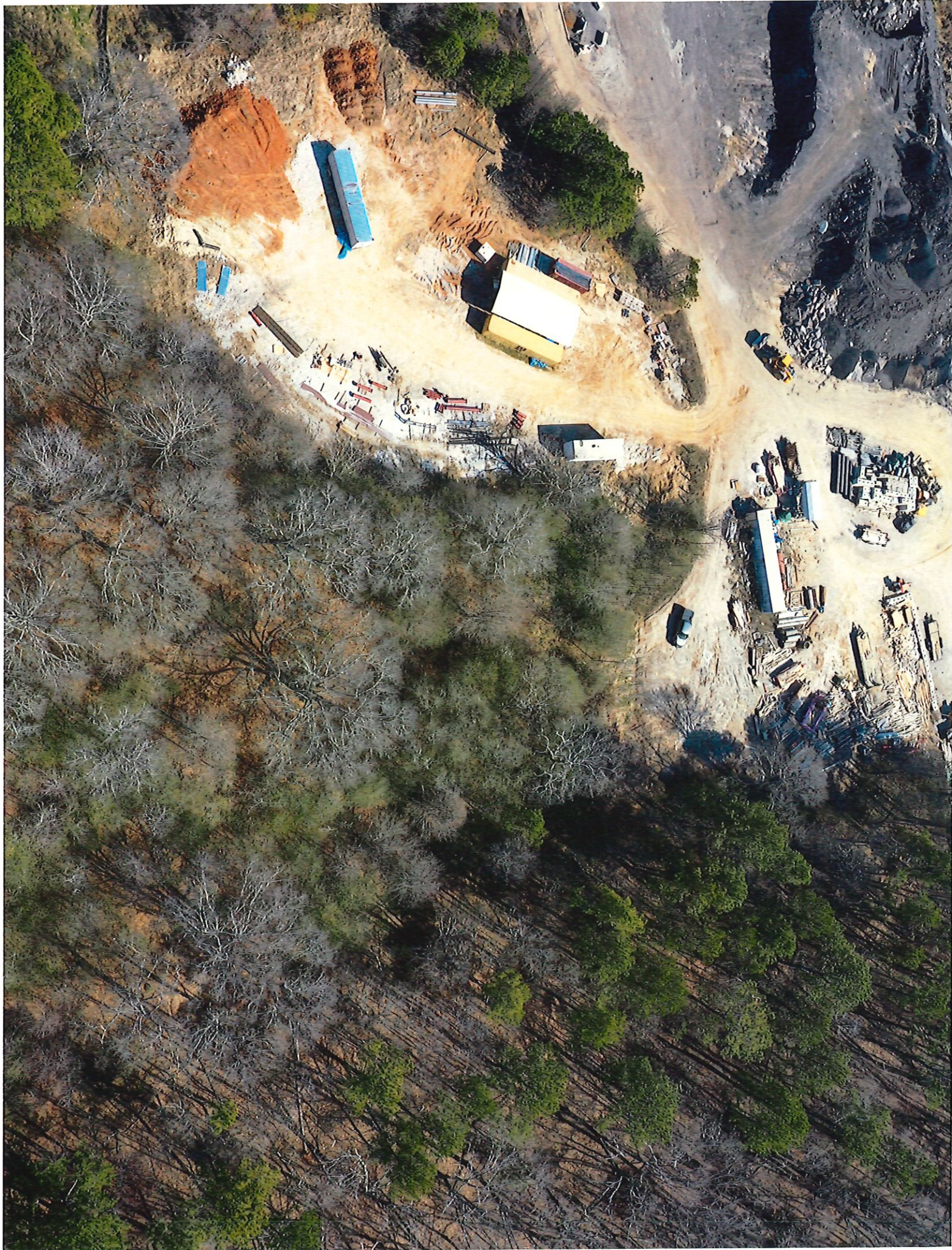
Attachments

1. A video presentation will be presented in addition to the attached documents
2. Ariel footage of the new range site



Proposed Auburn PD range plan.













MAYOR
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Joshua Rowan

AGENDA ITEM: D

TO: Mayor and Council

FROM: Michael Parks
City Administrator

Jim Aton

DATE: March 28, 2024

PURPOSE:

To approve the Operation & Maintenance Contract to Operate the New Drinking Water Treatment Plant made by the selection committee.

BACKGROUND:

The selection committee met on March 13, 2024 to interview the two candidates for licensed operator of the new Drinking Water Treatment Plant (DWTP) that is currently under construction. Three firms submitted proposals to operate the DWTP: ESG (now Inframark), Clear Water Solutions, and EOM. EOM declined their interview and withdrew. The selection criteria included qualifications, experience, licenses, and cost.

Criteria	ESG	CWS	EOM
Operations in Georgia	22	6	14
Operates Membrane Filtration Plant in GA	2	0	0
Employees	2,950	650	200
Annual Revenue	\$95M	\$63M	\$17M
Lead Operator License	Class 1	TBD	TBD
Lead Operator Experience	40 yrs	Unknown	Unknown
Operations 22 hrs/day, 1 yr, full capacity, staffing	\$922,332	\$739,672	\$1,500,000
Operations next year, 10 hrs/day, 1 yr, 750,000 gal/day	\$718,180	\$1	Withdrew
Interview	Excellent	Good	Withdrew

After the Interview the selection committee voted and unanimously recommended ESG for the Contract. The selection committee included Mayor Rick Roquemore, Michael Parks, Sunshine Palmer, Iris Akridge, Jim Aton (consulting Engineer).

RECOMMENDATION:

The committee therefore recommends that the City Council authorize the City Administrator to negotiate a contract with ESG/Inframark, the City Attorney to review and approve the contract as to form and authorize the mayor to sign the contract.

FUNDING:

Water Revenue



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AGENDA ITEM: E

TO: Mayor and Council

FM: Michael Parks
City Administrator

Jim Aton

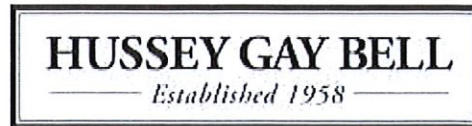
DATE: March 28, 2024

PURPOSE: To approve a pilot study for removal of certain minerals in stream water stored in the rock quarry that has been requested by the EPD.

BACKGROUND: The EPD wanted verification that the water in the RWSP was treatable to drinking water standards before the RWSP could be approved as a raw drinking water storage pond of source. In September 2022, the water in the RWSP was sampled and tested for all drinking water parameters in the regulations and was found to be, in the engineer's opinion, conventionally treatable including for certain dissolved minerals. The water in Rock Creek was sampled and tested for all drinking water parameters and was found to be treatable and certain minerals were below regulated concentrations or undetected. Based upon the information, EPD asked the professional engineers of record to provide treatability recommendations to assure that raw drinking water from RWSP source would meet drinking water standards after treatment. This pilot study is to demonstrate that treatability.

RECOMMENDATION: To approve the Pilot Study Removals in RWSP and Stream Water presented by staff.

FUNDING: GEFA



**AUTHORIZATION FOR PROFESSIONAL SERVICES
TASK ORDER**

CLIENT: City of Auburn
PO Box 1059
Auburn, GA 30011
Attn: Mr. Michael Parks, City Administrator

CONSULTANT: Hussey, Gay, Bell & DeYoung, Inc.,
Consulting Engineers
3100 Breckinridge Boulevard, Building 300
Duluth, GA 30096-4986

DATE: February 27, 2024

and

Carter & Sloop
1031 Stonebridge Parkway
Watkinsville, GA 30677

Page 1 of 8

RE: *Task Order 37*
Pilot Study Removal Minerals in RWSP and Stream Water
Auburn and Winder Water Supply and Storage Project
Hussey Gay Bell Project No.: 20-0004-WS

The CLIENTS herewith request and authorize the CONSULTANTS to perform Engineering, Planning, and/or Surveying Services described below and agree to the terms as follows.

Background

PILOT STUDY FOR REMOVAL OF CERTAIN MINERALS IN STREAM WATER
STORED IN 1.0-BILLION-GALLON GRANITE QUARRY
AUBURN, GEORGIA

Joint Project of Hussey Gay Bell and Carter & Sloop, Consulting Engineering Team.
11/17/2023
for the City of Auburn and City of Winder
Joint Project
Converting Exhausted Granite Quarry to Raw Water Storage Pond

In July 2022, Peter Nwogu of EPD wanted verification that the water in the RWSP was treatable to drinking water standards before the RWSP could be approved as a raw drinking water storage pond or source. On September 23, 2022, the water in the RWSP was sampled and tested for all drinking water parameters in the regulations and was found to be, in the engineer's opinion, conventionally treatable including for certain dissolved minerals. On September 27, 2022, the water in Rock Creek was sampled and tested for all drinking water parameters and was found to be treatable and certain minerals were below regulated concentrations or undetected. Based upon the above information, EPD asked the professional engineers of record to provide treatability recommendations to assure that raw drinking water from RWSP source would meet drinking water quality standards after treatment. This pilot study is to demonstrate that treatability.

History

In 2010, the water in the raw water storage pond was tested for dissolved minerals and results were less than the concentration detected in 2023. In 2010, the level of radioactivity was judged to be removable by a conventional flocculation, sedimentation, sand filter drinking water treatment plant.

Technology Review

The Cities of Auburn and Winder requested the engineers select a treatment method that is compatible with the existing and proposed drinking water infrastructure. Winder's conventional sand filter plant is about 30 years old and performing well. Auburn's ultrafiltration membrane plant is under construction. The following technologies are discussed in the order of easiest to implement.

- A. Blending and Dilution – The water in the RWSP can be mixed or blended with water from Rock Creek, Little Mulberry River, and Mulberry River to obtain raw water with low concentrations of certain minerals, certainly within the treatability range. Based upon anticipated use by Auburn and Winder mixtures of creek water and pond water should reduce concentration of minerals in the finished water. Filling the RWSP will have the result of diluting the pond water by 34.5 times.
- B. Remove Certain Minerals from the RWSP – The likely source of the minerals in the raw water is the granite. Certain minerals are dissolving (coming) from the granite bedrock and fines in the Martin Marietta process water total suspended solids (TSS). The fines have a much larger surface area for leaching certain minerals than the in-place granite bedrock (walls and bottom of pond). Reducing or eliminating the total suspended solids in Martin Marietta's process water will reduce the concentration of certain minerals in the raw water. Diverting Martin Marietta's process water away from the RWSP would reduce the concentration of TSS and thus, certain minerals in the RWSP water. The last day Martin Marietta will be using the RWSP for settling rock fines from the crushing operation was Dec. 31, 2023. This solution is therefore self-implementing.
- C. Precipitation – certain minerals can be oxidized by sodium permanganate or another oxidant to a non-soluble form which will precipitate. The sodium permanganate will also oxidize the existing iron and manganese in the raw water and cause them to precipitate. When alum (aluminum sulfate) is added to the water, the alum, iron, manganese, sodium permanganate, and certain minerals form a floc which can be removed from the water by a conventional flocculation,

sedimentation, sand filter drinking water treatment plant. According to technical literature, the certain minerals removal rate is greater than 70%. The membrane ultrafiltration plant under construction by Auburn will remove a higher percentage than the conventional plant.

- D. Separate the Certain Minerals Source from the RWSP Water – Coating or lining the bottom and walls of the RWSP to prevent the raw water from freely contacting the granite rock would prevent the dissolution of certain minerals into the raw water. This concept is a similar idea to lining a lagoon to prevent water from migrating into the groundwater. The coating of the RWSP with sediment from Rock Creek, Little Mulberry River and the Mulberry River will be a naturally occurring and ongoing process once the RWSP is put in service. This process could be accelerated by mixing clay soil in the water column and allowing it to settle out as part of the original filling operation. This process could be simulated by placing granite fines in the bottom of a container followed with a layer of Georgia red clay soil and then filling the container with Rock Creek raw water. Allow the raw water to set for a matter of months and test the level of certain minerals in the water over time.
- E. Reverse Osmosis – The raw water is split into two water streams. A portion of the water is treated by reverse osmosis (RO) which removes more than 95% of the minerals. The second portion of the water is treated by a conventional plant. The filtrate from the RO is blended with the finished water from the conventional plant to produce a finished water that meets drinking water standards. This process is very expensive and requires the disposal of concentrate water (aka salt water) from the RO process. The concentrate is usually disposed of in a sanitary sewer, but sewer is not available within 10,000 feet (2 miles) of the proposed Auburn Water Plant.
- F. Ion Exchange – The literature about reducing certain minerals concentrations in raw water reports minerals can be reduced by the ion exchange methods. The issue with this approach, aside from cost, is that the ion exchange media becomes contaminated and must be disposed of as a hazardous waste. The disposal of this media or sludge from ion exchange media regeneration is, therefore, expensive.

Engineering and Surveying Services

Pilot Bench Scale Process Demonstrations

The engineering team proposes to conduct the following pilot process demonstrations (bench scale) to reduce the concentration of minerals in the drinking water produced from the use of the RWSP's stored water.

- A. Document Background Conditions – Collect water samples from Rock Creek at Parks Mill Road, Little Mulberry River at Old Thompson Mill Road Bridge and Mulberry River at Covered Bridge Road. All these locations are near proposed withdrawal structures. Also collect water samples from each of the two pools in the RWSP: Auburn Pool (A-Pool) and Martin Marietta Process Water Pool (MM-Pool). Also collect samples from inflow to Martin Marietta's first and second settling pond on Auburn's Property. Analyze all **seven** samples for certain mineral and Total Suspended

Solids (TSS). TSS shall be determined by vacuum evaporation or air drying of water instead of oven drying.

B. Demonstrate Blending and Dilution of Raw Waters – Demonstrate contaminant levels in mixtures of stream water and RWSP water.

- (1) Winder's Mixed Water Sample: Mix 1.8 pints of Mulberry River water with 6.2 pints of RWSP A-Pool water (22.5%-77.5%).
- (2) Auburn's Mixed Water Sample: Mix 2.64 pints Rock Creek water with 5.36 pints of RWSP A-Pool water (33%-64%).
- (3) Worst Case Sample: Mix 4 pints of MM-Pool water with 4 pints of Rock Creek water (50%-50%).
- (4) To document the results of dilution, mix 3.7 ounces of RWSP water with 124.3 ounces of Rock Creek water (2.89%-97.11%).

Analyze all **four** samples for certain minerals and Total Suspended Solids (TSS). TSS shall be determined by vacuum evaporation or air drying of water instead of oven drying.

C. Precipitation of certain minerals – A drinking water treatment plant laboratory will perform the following laboratory tests. The certain mineral testing will be performed by a licensed laboratory under subcontract with Hussey Gay Bell.

- (1) Winder's Drought Case. Mix 1.80 pints Mulberry River water with 6.20 pints of RWSP A-Pool water (22.5%-77.5%). Treat mixture with sodium (or potassium) permanganate in a jar test to form a precipitate, then flocculate with Alum and filter with ~2 microns filter media. Analyze both filtrate and TSS. TSS shall be determined by vacuum evaporation or air drying of water instead of oven drying.
- (2) Auburn's Good Drought Water Case. Mix 2.64 pints Rock Creek water with 5.36 pints of RWSP A-Pool water (33%-67%). Treat mixture with sodium (or potassium) permanganate in a jar test to form a precipitate, then flocculate with Alum and filter with ~2 microns filter media. Analyze both filtrate and TSS for minerals. TSS shall be determined by vacuum evaporation or air drying of water instead of oven drying.
- (3) Auburn's Worst Water Case. Mix 2.64 pints Rock Creek water with 5.36 pints of RWSP MM-Pool water (33%-67%). Treat mixture with sodium (or potassium) permanganate in a jar test to form a precipitate, then flocculate with Alum and filter with ~2 microns filter media. Analyze both filtrate and TSS for minerals. TSS shall be determined by vacuum evaporation or air drying of water instead of oven drying.
- (4) Dilution Case. Mix 3.70 ounces of RWSP water with 124.3 ounces of Mulberry River Water. Treat mixture with sodium (or potassium) permanganate in a jar test to form a precipitate, then flocculate with Alum and filter with ~2 microns filter media. Analyze both filtrate and TSS for minerals. TSS shall be determined by vacuum evaporation or air drying of water instead of oven drying.

Analyze **four** samples for minerals and Total Suspended Solids (TSS).

- D. Separate the Source of certain minerals from the Raw Water in the RWSP – Sediment Lining of RWSP (simulation) – Collect sample of the granite fines from Martin Marietta’s existing sediment ponds and place it in the bottom 0.5 inches of two 5-gallon containers. Then place 0.5 inches of Georgia red clay mud (thick but flowable) on top of the fines without mixing the two layers. Carefully and gently fill the remainder of the five-gallon containers with Rock Creek Raw Water. Cover the sample containers to simulate low light deep water conditions and store at office temperatures. Withdraw one-gallon samples from the containers now and at 1 week, 1 month, 6 months, 1 year, and 2 years. Take the samples from the top few inches of the containers so as to not disturb the sediments. Test the **six** settled raw water samples for minerals.

- E. Literature Review – Literature review of removal of certain minerals from Drinking Water Source Waters by Reverse Osmosis, Ion Exchange and Precipitation/Filtration. The engineers will identify seven sources of technical papers concerning the removal of minerals for source water being treated for drinking water. The deliverable will be a technical report of about 7 to 35 pages on the subject.

- F. Report Results – Prepare brief report on the success of reducing concentrations of minerals from raw source water using drinking water treatment process technologies.

TESTING MATRIX
 Number, Samples or Laboratory Tasks

No.	Task	Dissolved Minerals Water	Filter Sample	Mineral TSS	Jar Test Flocculate	Dissolved Minerals Water	Filter Sample	Mineral TSS
A)	Document Background Conditions	7	7	7				
B)	Demonstrate Blending & Dilution of Raw Waters	4	4	4				
C)	Precipitation of certain minerals	4	4	4	4	4	4	4
D)	Sediment Lining of RWSP (simulation)	6	0	0				
	TOTAL	21	15	15	4	4	4	4

Schedule

Estimated time from notice to proceed:

Collect and Transport Water Samples to Laboratories	2 Weeks
Laboratory Analysis	6 Weeks
Review Results	2 Weeks
Draft Final Report	2 Weeks
EPD Review (estimate)	<u>4 Weeks</u>
Total Time	16 Weeks

Deliverable

Brief report on the success of reducing concentrations of minerals, literature review on removal of minerals and laboratory data.

Fee for Engineering and Surveying Services

The CLIENTS agrees to pay an estimated budget amount in accordance with the following:

Tasks A through F \$ 77,337.00

CONSULTANTS' fee budget for the Basic Services described above will be an estimated amount of \$77,337.00. Cost allocation will be 66.66% Winder (\$51,553.00) and 33.4% Auburn (\$25,784.00). Auburn's authorization under this task order is an estimated amount not to exceed \$25,785.00 without written authorization. The fee is subject to renegotiation if engineering and surveying services are not authorized within forty-five (45) days of this Task Order or as agreed upon by the CLIENTS and the CONSULTANT. See attached fee estimate.

Reimbursable Expenses

Reimbursable expenses are included in the above fee budget, but may be invoiced separately from engineering services.

Authorization

CONSULTANT will commence services immediately upon receipt of signed authorization.

Terms and Conditions

All other terms and conditions of the original agreement between the parties, dated November 2, 2012, remain the same.

Please sign in the space provided and return one original copy to our office. We appreciate the opportunity to provide the City of Auburn this service and look forward to working with you on this project.

**HUSSEY GAY BELL & DEYOUNG, INC.,
CONSULTING ENGINEERS**

CITY OF AUBURN

By: 

By: _____

Name/Title: James B. Aton, PE
Sr. Project Manager

Name/Title: _____

By: 

Attest: _____

Name/Title: Mark Bond, PE
President, Atlanta

Name/Title: _____

Date: February 27, 2024

Date: _____

JBA/sms

Concurs in the need and scope of this Joint Auburn-Winder Project

Carter & Sloope, Inc.

By: _____

Date: _____

Name/Title: Marty Boyd, PE
President

Attachment Fee Estimate

ATTACHMENT II

**FEEES FOR PLANNING, SURVEYING
 AND ENGINEERING SERVICES**

<u>Item</u>	<u>Fee</u>	<u>Type</u>
A. Document Background Conditions	\$ 15,901.00	
B. Demonstrate Blending and Dilution of Raw Waters	\$ 8,436.00	
C. Precipitation of CERTAIN MINERALS	\$ 12,796.00	
C.1. City of Monroe Water Laboratory Work Estimate	\$ 12,480.00	
D. Sediment Lining of RWSP (Simulation)	\$ 8,294.00	
E. Literature Review	\$ 14,190.00	
F. Report Results	\$ 5,240.00	
TOTAL	\$ 77,337.00	
Auburn Share, 33.34%	\$ 25,784.00	
Winder Share, 66.66%	\$ 51,553.00	



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: F

TO: Mayor and Council

FROM: Michael Parks
City Administrator

DATE: March 28, 2024

PURPOSE: For the City of Auburn to recognize Georgia Cities Week April 21-27, 2024, and encourage all residents to support the celebrations and activities within the city.

BACKGROUND: Each year cities across Georgia celebrate in GMA's Georgia Cities Week showcasing and celebrate the cities and many services they provide. At this time, the city government officials and employees will share their department services and benefits to the residents of Auburn. We will end the week with the ribbon cutting of the new Auburn Municipal Complex

RECOMMENDATION:

To approve Resolution 04-024 as Georgia Cities Week in the City of Auburn for the week of April 21 – 27, 2024.

FUNDING:

N/A

GEORGIA CITIES WEEK

APRIL 21-27, 2024

A RESOLUTION 04-024 OF THE CITY OF AUBURN RECOGNIZING GEORGIA CITIES WEEK, APRIL 21-27, 2024, AND ENCOURAGING ALL RESIDENTS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.

WHEREAS, city government is the closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Georgia Cities Week is a very important time to recognize the important role played by city government in our lives; and

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Georgia that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, the Georgia Municipal Association and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

WHEREAS, Georgia Cities Week offers an important opportunity to convey to all the citizens of Georgia that they can shape and influence government through their civic involvement.

NOW, THEREFORE BE IT RESOLVED THAT THE CITY OF AUBURN DECLARES APRIL 21-27, 2024 AS GEORGIA CITIES WEEK.

BE IT FURTHER RESOLVED THAT THE CITY OF AUBURN ENCOURAGES ALL CITIZENS, CITY GOVERNMENT OFFICIALS AND EMPLOYEES TO DO EVERYTHING POSSIBLE TO ENSURE THAT THIS WEEK IS RECOGNIZED AND CELEBRATED ACCORDINGLY.

PASSED AND ADOPTED by the City of Auburn, Georgia.

Rick Roquemore, Mayor

Robert L. Vogel III, Council Member

Taylor Sisk, Council Member

Jamie Bradley, Council Member

Josh Rowan, Council Member



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: G

TO: Mayor and Council

FROM: Michael Parks
City Administrator

DATE: March 28, 2024

PURPOSE: To consider closing 4th Avenue on July 20, 2024, from 3:00pm-9:30pm for a Jeep Show in the City of Auburn.

BACKGROUND: Our Main Street Coordinator brings several events to the city for the citizens of Auburn to enjoy throughout. The local Jeep Club would like to host their first annual “Jeep Show” in the City of Auburn. A donation will be made to the Auburn Police Foundation and Barrow County Fire Foundation with funds that are raised from this event.

RECOMMENDATION:

To allow the road closure on 4th Avenue from Mount Moriah to the Police Station on Saturday, July 20, 2024.

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: H

TO: Mayor and Council

FROM: Michael Parks
City Administrator

DATE: March 28, 2024

PURPOSE: To update the existing IGA between Barrow County and the City of Auburn regarding the payment requests for sewer services.

BACKGROUND: On November 11, 2008, the parties entered into the 2008 IGA to address multiple matters including sewer services, capacity fees, monthly sewer fees, and certain sewer system related infrastructure improvements and conveyances between the two parties.

RECOMMENDATION: To approve updating the existing IGA regarding sewer services presented by staff.

FUNDING:
N/A

**STATE OF GEORGIA
COUNTY OF BARROW**

**ADDENDUM TO INTERGOVERNMENTAL AGREEMENTS
BY AND BETWEEN BARROW COUNTY AND THE CITY OF AUBURN
REGARDING SEWER SERVICES**

This Addendum is made and entered into this _____ day of _____, 2024 (the “Effective Date”), to provide supplemental provisions to that certain Intergovernmental Agreement dated November 11, 2008 (the “2008 IGA”), and to that certain Intergovernmental Agreement dated March 20, 2020 (the “2020 IGA”), by and between the Parties to said Agreements, to wit: **BARROW COUNTY, GEORGIA**, a political subdivision of the State of Georgia (the “County”), and the **CITY OF AUBURN, GEORGIA**, a municipal corporation (the “City”), collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, on November 11, 2008, the Parties entered into the 2008 IGA to address multiple matters including sewer service, capacity fees, monthly sewer fees, and certain sewer system-related infrastructure improvements and conveyances between the Parties; and

WHEREAS, the 2008 IGA provides, at Section 8.5 therein, that the County will provide sanitary sewer service under the terms and conditions thereof within the municipal boundaries of the City for a minimum of twenty (20) years from the date of execution of the agreement, or until at least November 11, 2028; and

WHEREAS, on or about March 20, 2020, the Parties entered into the 2020 IGA to address changes to the calculation of the City’s administrative fee and to prohibit connections to the County’s sewer system without the payment of sewer capacity fees; and

WHEREAS, the 2020 IGA provides, at Section 3.A., that the term of that agreement shall last for ten years from the effective date, or until March 20, 2030, with successive 10-year renewal terms thereafter; and

WHEREAS, the Parties desire to supplement the 2008 IGA and the 2020 IGA with supplemental provisions regarding processes related to the County’s notification to the City of annual rate changes, processes related to identifying how capacity and connection fees will be identified and paid from the City to the County, and processes related to the City’s notification and regular reporting to the County of City sewer customers, volume usage, and charges.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the sufficiency of which are acknowledged by both Parties, the Parties agree to the above recitals and as follows:

1. The Parties agree to the following supplemental provisions to the 2008 IGA and the 2020 IGA regarding the County’s provision of sewer services in the City:

- a. The County will provide notice of annual rate changes to the City within the first week of July following County BOC approval of the annual fee schedules as established through the County's budgeting process. This will allow the City to establish correct fee charges within the City's billing system and timely update the rates to correspond with the changes approved by the County and effective on August 1 of each fiscal year.
 - b. To ensure proper communication and accounting for sewer service, the parties agree to the following the process to identify capacity fees and connection fees for new sewer customers within the City's jurisdiction are identified and paid from the City to the County:
 - i. Developer/Owner completes a Sewer Capacity Application and returns it to the Barrow County Utilities Department with application fee.
 - ii. If capacity application is approved, Developer/Owner will receive a Letter of Availability and the City will be notified of the potential new project.
 - iii. Plans shall be submitted and reviewed by the County for approval.
 - iv. All capacity fees shall be paid in full.
 - v. Barrow County Utilities will provide a letter stating the approval of the plans and payment confirmation of capacity fees. This letter can then be used to obtain an LDP from the City, provided all City Code requirements are satisfied.
 - vi. After site work has been completed, As-Builts shall be submitted and verified and final inspections shall take place by the Barrow County Utilities Inspector.
 - vii. Sewer Asset Donation forms shall be submitted by the Developer/Owner.
 - viii. An Asset Acceptance Letter will be given to the Developer/Owner by the Barrow County Utilities Department.
 - ix. All connection fees shall be paid at this time and a payment voucher will be provided to the Developer/Owner by the Barrow County Utilities Department.
 - x. The Final Plat shall be submitted after recording.
 - c. The City shall provide the County's Utility Department with a monthly detailed report of the sewer customers within the City's jurisdiction which report shall include, at a minimum, sewer customer names, service addresses, volume of each customer's usage, and sewer service charges billed and collected.
2. The basis for the 2008 IGA was settlement of litigation between the County and the City (Civil Action File No. 06-CV-2266-A) and there are provisions in that agreement that have been completed and are no longer operative, to wit: the provisions in Section 2 (Pump Station at James Shackelford Park), Section 3 (Sixth Street Pump Station), Section 4 (Downtown Auburn Lines and Pump Station), Section 5 (Hickory Ridge Trail Pump Station), and Section

6 (Conveyances of City Infrastructure and Easements) relate to projects that have either been completed or have been superseded by subsequent agreement between the Parties and, therefore, are no longer operative. The lines and pump stations described in this subsection have been dedicated to and accepted by the County.

3. In the 2008 IGA, Section 8 (Sewer Service and Capacity Fees) provides that the County will provide sanitary sewer service inside the City's boundaries, subject to available sewer capacity, for a minimum period of twenty (20) years, or until November 11, 2028. The Parties hereby agree to further extend the County's provision of sanitary sewer service within the City's jurisdiction for an additional twenty (20) years, or until November 11, 2048.
4. Except as provided herein, the 2008 IGA and the 2020 IGA shall continue in full force and effect.
5. This Addendum may be executed in counterparts, and each counterpart shall constitute an original and taken together shall constitute but one document.
6. Each of the individuals executing this Addendum on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so.

WHEREFORE, the Parties have caused this Addendum to be executed in their respective names and caused their respective seals to be affixed effective as of the date first stated above, which shall be the date the last party below executes this Addendum.

COUNTY:

BARROW COUNTY, GEORGIA, by
and through its Board of Commissioners

By: _____
Pat Graham, Chairman

ATTEST:

County Clerk

[COUNTY SEAL]

CITY:

CITY OF AUBURN, GEORGIA, by
and through its City Council

By: _____
Rick Roquemore, Mayor

ATTEST:

City Clerk

[CITY SEAL]



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: I

TO: Mayor and Council

FM: Jack Wilson
City Attorney

DATE: April 11, 2024

PURPOSE: Commercial Vehicle Ordinance 17.100.050

BACKGROUND: Section 17.100.050 of the Zoning Ordinance of the City of Auburn should be updated to give a clearer definition of what is considered a commercial vehicle.

RECOMMENDATION: To approve amendment suggested by staff.

FUNDING: N/A

ORDINANCE NO. 24-004

AN ORDINANCE TO AMEND THE CITY OF AUBURN
CODE OF ORDINANCES

Chapter 17.100.050 Commercial Vehicle Parking

WHEREAS, the City of Auburn has a comprehensive Zoning Ordinance establishing provisions for uses in a variety of districts; and

WHEREAS, the City and its staff reviews the Ordinance as regularly to keep pace with trends and necessary changes; and

WHEREAS, the City has received inquiries regarding a number of permitted and prohibited uses related to parking commercial vehicles; and

WHEREAS, the City has conducted public hearing and meetings to gain input from citizens and affected persons; and

WHEREAS, the City's Planning staff, Planning Commission, and Elected Officials have provided comments and suggestions reflected in the amendment outlined in this Ordinance; and

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of the City to amend the City's Zoning Ordinance to modify permitted and prohibited uses related to parking commercial vehicles, and for other purposes;

NOW THEREFORE, THE COUNCIL OF THE CITY OF AUBURN HEREBY ORDAINS that the existing Chapter 17.100.050 is deleted, and the following Chapter 17.100.050 is substituted in its place:

17.100.050 Commercial vehicle parking.

- A. Commercial vehicle parking shall be allowed on property zoned and properly permitted for the business for which the commercial vehicle is to be used.
- B. One single commercial vehicle not exceeding two axles (one single front axle and one single back axle) and having an original chassis with a Gross Vehicle Weight Rating (GVWR) of Class 3 or below prior to any modification may be parked in the driveway or a properly permitted asphalt, gravel or concrete parking area of a detached, single-family dwelling. No vehicles shall be parked in the yard of any residence. No other commercial vehicle shall be allowed to park in any AG, R-100, R-100CZP, R-MD, RM-8, PUD, and MH property so zoned or on the streets abutting such property.
- C. In all residential zoning districts, the parking of the following commercial vehicles is permitted:
 1. A standard sized automobile, pick-up truck, van, or SUV used to provide daily transportation to and from work.
 2. Any commercial vehicle that is parked temporarily in conjunction with a commercial service, sale, or delivery to the property where the vehicle is parked.
 3. Commercial vehicles may be parked on lots zoned for residential use if the vehicle is parked within a fully enclosed structure that meets all other criteria of the zoning district and development regulations.
 4. Commercial vehicles may park on lots zoned AG provided the vehicle is parked in the rear of the primary residential dwelling and the property contains five acres or more; but in no case may

the vehicle be located closer than one hundred feet from any property line of any dissimilar residential zoned property line.

5. For any commercial vehicle which does not meet the requirements of this section for use as a matter of right, an occupant may apply for a Special Use Permit, pursuant to Section 17.170.070, to allow such use.-

D. As used in this section, commercial vehicles specifically include the following:

- a. Any commercial vehicle over 22 feet in length and/or to include any vehicle for hire including but not limited to limousines, box trucks, flatbed trucks, dump trucks, tow trucks, transport wreckers, tandem axle trucks, cab-on-chassis trucks, tractor trailers, wheeled attachments, pull behind cement mixers, bucket trucks, buses, earth moving or motorized construction machinery, semi-trailers, transport trailers, tanker type trucks (to include Septic pumping trucks), trucks with boom equipment, service trucks, and any vehicle the top of the highest sidewall more than three feet above the bed or taller than the roofline of the vehicle.

- b. Any vehicle, other than a motor home, having more than two axles.

- c. Any motorized construction equipment, except when located on private property on which related construction is in progress.

- d. Any bus designed to carry more than fifteen passengers.

- e. Any vehicle displaying a DOT number (if the vehicle is engaged in commercial activity).

- f. Any vehicle carrying potentially hazardous materials, such as but not limited to pool chemicals, fertilizers, biohazards, and other similar materials.

E. Nothing in this section shall be construed to allow commercial vehicles to drive on any route not previously approved for commercial vehicle use.

Conflict

All ordinances or parts of ordinances which conflict with this ordinance and the applicable code are hereby repealed.

Effective Date

This ordinance and the authority granted by and through it shall become effective immediately upon its adoption by the Mayor and Council of the City of Auburn, Georgia.

Severability

If any portion of this ordinance is determined to be unconstitutional or invalid, the rest and remainder of the ordinance shall remain in full force and effect, as if enacted without the portion declared unconstitutional or invalid.

SO ORDAINED this ____ day of April, 2024.

Mayor Richard E. Roquemore

Robert L Vogel, III Council Member

Taylor J. Sisk, Council Member

Jamie L. Bradley, Council Member

Joshua Rowan, Council Member

Attest:

Michael Parks, Acting City Clerk

DRAFT



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. J _____

To: Mayor and Council
From: Chief Hodge
Date: April 11, 2024

Purpose

To discuss the current ordinance dealing with the discharge of firearms within the city limits of Auburn.

Background

In October of 2015, the City Council of Auburn voted to amend City Code #9.20.020 (Discharge of Weapons) making the discharge of firearms within the city limits lawful, as long as the activity does not conflict with Georgia Law (O.C.G.A. 16-11-103). A request was made by a member of Council to revisit this ordinance in light of recent calls where individuals were discharging firearms in a subdivision setting.

Funding

No funding necessary

Recommendation

To approve the Ordinance presented by staff.

Attachments

1. O.C.G.A. 16-11-103 titles, "Discharge of Gun or Pistol Near Public Highway"
2. Ordinance revision dated October 15th, 2015

ORDINANCE NO. 24-005

**AN ORDINANCE
TO AMEND THE CITY OF AUBURN CODE OF ORDINANCES
CHAPTER 9 REGARDING DISCHARGE OF FIREARMS WITHIN THE CITY AND
RELATED MATTERS**

WHEREAS, the City’s current Code of Ordinances includes a subsection regarding the discharge of firearms within the City limits; and

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of the City of Auburn to update the City Code and regulations pertaining to the discharge of firearms; and

WHEREAS, the City expressly finds that the regulations outlined herein are reasonable and necessary for protecting and promoting the health, safety and welfare of the citizens of the City;

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

The existing Subsection 9.20.20 is deleted, and the following is substituted in its place:

“Sec. 9.20.20 Discharge of Firearms

It unlawful for any person to shoot any firearm, air gun, pistol, or like instrument or weapon within 300 feet of a house, structure, building, street, highway or alley. This subsection shall not be construed to prohibit any officer of the law from discharging a firearm in the performance of his or her duty, nor any citizen from discharging a firearm when lawfully defending person or property.”

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.

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

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

SO ORDAINED and effective this 11th day of April, 2024.

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:

Michael Parks, Acting City Clerk



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: K

TO: Mayor and Council

FM: Jack Wilson
City Attorney

DATE: March 28, 2024

PURPOSE: Ordinance 24-003 to amend the City Charter- Section 3.17 and Section 3.21 regarding the City Clerk and Parks and Leisure position.

BACKGROUND:

The City Clerk shall be appointed by the City Administrator. The City Clerk shall be custodian of the official City Seal and City records; maintain Council records as required by this Charter; and perform such other duties as may be assigned by the City Administrator. The City Clerk shall not be subject to annual reappointments. The City Clerk shall not be a department head; shall report to the City Administrator; and may be terminated at will.

The Parks and Leisure Coordinator shall be appointed by the City Administrator. The Parks and Leisure Coordinator shall oversee and carry out the City's Parks and Leisure programs; serve as the primary City staff liaison to the City's Parks and Leisure Commission; and perform such other duties as may be assigned by the City Administrator. The Parks and Leisure Coordinator shall not be subject to annual reappointments. The Parks and Leisure Coordinator shall not be a department head; shall report to the City Administrator; and may be terminated at will.

RECOMMENDATION: To approve amending the City Charter- Section 3.17 and 3.21.

FUNDING: N/A

ORDINANCE NO. 24-003

**AN ORDINANCE TO AMEND
THE CITY OF AUBURN CHARTER
SECTION 3.17 and SECTION 3.21**

**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 work of the City Clerk and the Parks and Leisure Director as it is in the best interest of the health, safety and welfare of the citizens of the City of Auburn to amend the Charter to revise its description of the work of the City Clerk and Parks and Leisure Director; and

WHEREAS, it is further in the best interest of the citizens of the City and the efficient operation of City government to change the title of the Parks and Leisure Director to “Parks and Leisure Coordinator”;

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

1.

The existing Section 3.17 of the City Charter is hereby deleted and the following is substituted in its place:

**SECTION 3.17
CITY CLERK**

The City Clerk shall be appointed by the City Administrator. The City Clerk shall be custodian of the official City Seal and City records; maintain Council records as required by this Charter; and perform such other duties as may be assigned by the City Administrator. The City Clerk shall not be subject to annual reappointments. The City Clerk shall not be a department head; shall report to the City Administrator; and may be terminated at will.

2.

The existing Section 3.21 of the City Charter is hereby deleted and the following is substituted in its place:

**SECTION 3.21
PARKS AND LEISURE COORDINATOR**

The Parks and Leisure Coordinator shall be appointed by the City Administrator. The Parks and Leisure Coordinator shall oversee and carry out the City's Parks and Leisure programs; serve as the primary City staff liaison to the City's Parks and Leisure Commission; and perform such other duties as may be assigned by the City Administrator. The Parks and Leisure Coordinator shall not be subject to annual reappointments. The Parks and Leisure Coordinator shall not be a department head; shall report to the City Administrator; and may be terminated at will.

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 immediately upon its adoption in the second consecutive meeting.

IT IS SO ORDAINED this ____ day of April , 2024.

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:

Michael Parks, Acting City Clerk



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. L

To: Mayor and Council
From: Chief Chris Hodge
Date: April 11th, 2024

Purpose

It is prudent for municipalities included in any mutual aid agreement to revisit and renew these agreements, especially when a change in leadership occurs. The Gwinnett County Sheriff's Office has requested the City of Auburn review and sign a revised Mutual Aid Agreement for 2024. These agreements are reciprocal when the need for additional resources arises.

Background

Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and reimbursement of costs incurred by those parties who render such assistance. This agreement also provides the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, or other significant events or homeland security activities.

Funding

No immediate funding necessary

Recommendation

To approve the Mutual Aid Agreement presented by The Gwinnett Sheriff's Office.

Attachments

1. Draft of the Mutual Aid Agreement

**Mutual Aid Agreement Between Law Enforcement
Agencies Operating in Gwinnett County and Their Governing Authorities**

Definitions:

The following definitions apply to this Agreement in both their singular and plural forms:

“Agreement” means this Mutual Aid Agreement entered by the Participating Agencies with the support of their corresponding Governing Authorities.

“Assistance Event” means any event that qualifies for mutual assistance combined with a request for assistance from a Requesting Agency. Events that qualify for mutual assistance are local emergencies as defined by O.C.G.A. § 36-69-2 and/or the prevention or detection of violations of any law, and the apprehension or arrest of any person who violates a criminal law of this state, or in any criminal case as provided in O.C.G.A. § 36-69-3.

“Participating Agency” means all law enforcement agencies participating in this Agreement as evidenced by the signature of the Chief.

“Requesting Agency” means any Participating Agency requesting assistance under the auspices of this Agreement.

“Responding Agency” means any Participating Agency assisting under the auspices of this agreement.

“Responding Employees” means sworn and unsworn employees of a Responding Agency Extraterritorially assisting a Requesting Agency.

“Governing Authority” means the governmental entity that created and governs Participating Agencies, identified as follows:

For Gwinnett County, the Gwinnett Board of Commissioners.

For a city, the Mayor or the City Council, depending on the terms of the city charter.

For a state university, the university president and the University System of Georgia.

For a state technical college, the college president and the Technical College System of Georgia.

For Gwinnett County Schools, the Gwinnett County School Board.

For a city school system, the city’s School Board.

For Gwinnett Sheriff’s Office, the elected Sheriff.

“Chief” means the highest-ranking law enforcement official in a Participating Agency, usually the appointed police chief or the Sheriff. In the absence of the chief or Sheriff, the

next-highest ranking law enforcement official will be the Chief for purposes of this Agreement.

“Incident Commander” means the Chief or designee of the Chief of the Requesting Agency in command of the law enforcement response during an Assistance Event.

“Specialized Assistance” means Responding Agencies’ personnel and equipment with capabilities that exceed common patrol and investigation functions. Examples include, but are not limited to SWAT teams, incident command vehicles, enhanced surveillance capabilities, K-9 deployment, hostage negotiation, crime scene investigations, and incendiary device management.

“Extraterritorial” means locations not within the authority of a Participating Agency to engage in law enforcement functions under normal circumstances, frequently referred to as a law enforcement agencies’ jurisdiction, typically counties, cities, and school campuses.

Statement of Purpose:

Whereas the Participating Agencies and their Governing Authorities desire to provide essential law enforcement services during Assistance Events that require more resources than the Participating Agency has available.

Whereas the Participating Agencies and Governing Authorities recognize that an agreement between the Participating Agencies to respond Extraterritorially and collaboratively to an Assistance Event with the resources necessary to assist one another, will further the goals of public safety and the welfare of citizens.

Whereas the Georgia Mutual Aid Act, O.C.G.A. §36-69-1 through §36-69-10, authorizes Governing Authorities and Participating Agencies to enter into this Agreement and which dictates certain terms thereof, will always prevail over the terms of this Agreement should the two conflict.

NOW, THEREFORE, BE IT KNOWN the Participating Agencies, their Governing Authorities, by and through their undersigned representatives, in consideration for mutual promises to render valuable aid during Assistance Events, do hereby agree to fully and faithfully abide by the terms and conditions of this Agreement.

Power and Authority:

1. Pursuant to OCGA §36-69-3, any Participating Agency experiencing an Assistance Event in its jurisdiction has the authority to request one or more Participating Agencies for Extraterritorial assistance with law enforcement functions for the duration of the Assistance Event. Nothing herein shall preclude the sharing of resources or joint training in furtherance of law enforcement activities.

2. Pursuant to OCGA §36-69-4, Responding Employees, including certified law enforcement officers as defined in OCGA §35-8-2, shall have the same power, duties, rights, privileges, and immunities as if they were performing their duties within in the territory of the Responding Agency.

3. Pursuant to O.C.G.A. 36-69-3, the Incident Commander shall be in command of the local emergency as to strategy, tactics, and overall direction of the operations for the Responding Agencies. All orders or directions regarding the operations of the Responding Officers shall be relayed to the senior officer of the Responding Agency. Responding Employees shall follow the Incident Commanders or designee's lawful orders that do not violate the law or the Responding Agency's policies and procedures. Responding Employees shall adhere to the Responding Agencies' policies and procedures, including the use of force. When conducting Specialized Assistance, the Responding Agency shall direct and supervise the Responding Employees to accomplish the task requested by the Incident Commander.

4. Pursuant to O.C.G.A. § 36-69-8, Chiefs have no legal duty to either request or grant Extraterritorial assistance and shall have complete discretion to determine the duration of such assistance, if granted. Participating Agencies are committed to the provision of personnel, facilities, equipment, Specialized Assistance, and other resources to a Requesting Agency to the extent possible without jeopardizing essential services to their own jurisdictions.

Liability:

1. Pursuant to OCGA §36-69-5, each Responding Agency which furnishes any equipment for an Assistance Event shall bear the loss or damage to such equipment and shall pay any expense incurred in the operation and maintenance thereof. The Governing Authority of a Responding Agency shall compensate its employees during the time of rendering aid and shall defray the actual travel and maintenance expenses of employees while they are rendering aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering aid.

2. This Agreement shall not be construed to create any relationship between the Participating Agencies or Governing Authorities. No joint venture or partnership is created by this Agreement.

3. Each Participating Agency is required to maintain insurance coverage in an amount reasonably sufficient to satisfy the liability for damages reasonably foreseeable from Assistance Events or shall be sufficiently self-insured. This requirement shall not be and shall not be construed to be a waiver of or an attempt to waive any immunity defense (including but not limited to sovereign immunity, official immunity, qualified immunity, etc.) allowed by the laws or Constitution of the State of Georgia or the United States.

4. Pursuant to OCGA §36-69-7, neither a Requesting Agency nor its respective Governing Authority shall be liable for any acts or omissions of Responding Employees or Responding Agencies.

5. Pursuant to OCGA §36-69-6, all of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and all pension, insurance, relief, disability, workers'

compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of Participating Agencies and Governing Authorities when performing their respective functions within the territorial limits of their respective political subdivisions or campuses shall apply to such officers, agents, or employees to the same degree, manner, and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement. This applies with equal effect to paid, volunteer, and auxiliary employees.

6. Forfeitures: It is recognized that during the operation of this Agreement, property subject to forfeiture under Georgia Law, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the contribution of the Requesting Agency and each Responding Agency.

Effective Date of Agreement, Renewals, and Duration:

This Agreement shall be in full effect and at such time as it is signed by all Chiefs and authorized representatives of the Governing Authorities. This Agreement will terminate on December 31, 2024. This Agreement shall automatically renew for successive one (1) year terms unless affirmative action is taken to terminate this Agreement. This Agreement can be terminated in writing signed by all Chiefs and authorized representatives of the Governing Authorities. Withdrawals and amendments to this Agreement are described *infra*.

Entire Agreement and Modification:

1. This writing is intended by the parties as a final expression of this agreement and is intended as a complete and exclusive statement of the terms of this agreement.

2. Nothing herein shall constitute a waiver on the part of any of the parties of any immunity (e.g. sovereign, official, or qualified), limitation of liability, or other protection available to them under any applicable statute or law. To the extent that any provision herein is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the party shall apply unless the party elects otherwise.

3. If any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable, in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

4. No party shall assign any rights or duties under this Agreement without the prior written consent of the other parties.

Related Agreement for Training and Operational Procedures:

The Chiefs will enter the Gwinnett Interagency Security Strategy Memorandum of Understanding (hereafter MOU). The MOU will provide for a board of Chiefs and adopt operational plans and procedures for Assistance Events, roll-call style training, and annual field training located at a variety of locations considered to have higher probabilities of Assistance Events. Every Participating Agency will be required to attend every planning meeting and field training. The MOU will require the board

to conduct an after-action inquiry following every Assistance Event and will report findings to the Chiefs.

Withdrawals and Amendments:

Any Governing Authority or Participating Agency may withdraw from this Agreement at will by delivering written notice of withdrawal to the clerk or the highest official of each Governing Authority and all Chiefs. The withdrawal shall be effective 30 days from the date of delivery. Withdrawal by a Participating Agency shall not affect this Agreement as concerning the remaining Participating Agencies. Amendments to this Agreement can be proposed by any Chief or Governing Authority at any time and can be adopted only by agreement of all Chiefs and Governing Authorities. An amendment must be in writing and signed by all Chiefs and authorized representatives of the Governing Authorities. An amendment is required to add additional participating agencies to this Agreement.

Grant of Approval and Authority:

Pursuant to O.C.G.A. § 36-69-3. each Governing Authority hereby authorizes and directs its respective Chief to exercise sound discretion before requesting or providing Extraterritorial mutual aid. Chiefs are directed to consider the needs of their respective jurisdictions when considering the extent of assistance provided, if any. A Requesting Agency shall have no recourse against any Participating Agency that refuses or limits the requested assistance.

AGREED TO AND ACKNOWLEDGED.

{Signatures are located on the following pages.}

FOR THE GWINNETT COUNTY SHERIFF'S OFFICE:	
<p>_____</p> <p>Keybo Taylor, Sheriff, Gwinnett County Sheriff's Office Keybo.Taylor@GwinnettCounty.com</p>	Date
<p>_____</p> <p>Approved as to form by Dan W. Mayfield, General Counsel, Gwinnett County Sheriff's Office Dan.Mayfield@GwinnettCounty.com</p>	Date

FOR THE GWINNETT COUNTY PUBLIC SCHOOLS AND THE GWINNET SCHOOL BOARD:	
<p>_____</p> <p>Tony Lockard, Chief, Gwinnett County Public Schools Police Department Tony.Lockard@gcpsk12.org</p>	Date
<p>_____</p> <p>Calvin Watts, Superintendent, Gwinnett County Public Schools Calvin.Watts@gcpsk12.org</p>	Date
<p>_____</p> <p>Approved as to form by</p> <p>Attorney for Gwinnett County Public Schools @.....</p>	Date

FOR GWINNETT TECHNICAL COLLEGE POLICE DEPARTMENT AND THE TECHNICAL COLLEGE SYSTEM OF GEORGIA:	
<p>_____</p> <p>Sandra D. Pryor, Chief, Technical College Police Department SPryor@gwinnetttech.edu</p>	Date
<p>_____</p> <p>Dr. D. Glen Cannon, President, Technical College System of Georgia OfficeofPresident@gwinnetttech.edu</p>	Date
<p>_____</p> <p>Greg Dozier, Commissioner, Technical College System of Georgia gdozier@tcsge.edu</p>	Date
<p>_____</p> <p>Dr. Artesius Miller, State Board Chair, Technical College System of Georgia Artesius.miller@utopianacademy</p>	Date

FOR THE CITY OF LOGANVILLE POLICE DEPARTMENT AND THE CITY OF LOGANVILLE	
<p>_____</p> <p>Dick Lowry, Chief, Loganville Police Department mdlowry@loganville-ga.gov</p>	Date
<p>_____</p> <p>Skip Baliles, Mayor, City of Loganville sbaliles@loganville-ga.gov</p>	Date
<p>_____</p> <p>Approved as to form by Paul Rosenthal, Attorney for the City of Loganville plr@prestonmalcom.com</p>	Date

FOR CITY OF AUBURN POLICE DEPARTMENT AND THE CITY OF AUBURN	
<p>_____</p> <p>Christopher Hodge, Chief, Auburn Police Department chodge@cityofauburn-ga.org</p>	Date
<p>_____</p> <p>Rick Roquemore, Mayor, City of Auburn mayor@cityofauburn-ga.org</p>	Date
<p>_____</p> <p>Approved as to form by , Attorney for City of Auburn @.....</p>	Date

FOR CITY OF BRASELTON POLICE DEPARTMENT AND THE CITY OF BRASELTON	
<p>_____</p> <p>Terry Esco, Chief, Braselton Police Department tesco@braselton.net</p>	Date
<p>_____</p> <p>Jennifer Scott, Braselton Town Manager jscott@braselton.net</p>	Date
<p>_____</p> <p>Kurt Ward, Mayor, City of Braselton MayorCouncil@braselton.net</p>	Date

FOR BUFORD CITY SCHOOLS AND THE BUFORD CITY SCHOOLS

Mindy Bayreuther, Chief, Buford City Schools Police Department mindy.bayreuther@bufordcityschools.org	Date

Melanie Reed, Superintendent, Buford City Schools melanie.reed@bufordcityschools.org	Date

Approved as to form by Gregory Jay, Attorney for Buford City Schools GJay@cbjblawfirm.com	Date

FOR BUFORD DEPARTMENT OF PUBLIC SAFETY AND THE BUFORD CITY COMMISSION

Dan Branch, Director, City of Buford, Dept. of Public Safety DBranch@cityofbuford.com	Date

Phillip Beard, Buford City Commission@cityofbuford.com	Date

Approved as to form by Gregory Jay, Attorney for Buford City Commission GJay@cbjblawfirm.com	Date

FOR CITY OF DULUTH POLICE DEPARTMENT AND THE CITY OF DULUTH	
<p>_____</p> <p>Chief Jacquelyn Carruth, Chief of the City of Duluth Police Department chief@duluthpd.com</p>	Date
<p>_____</p> <p>Nancy Harris, Mayor, City of Duluth nharris@duluth.ga.net</p>	Date
<p>_____</p> <p>Approved as to form by Stephen Pereira, Attorney for City of Duluth sp@thompson-sweeny.com</p>	Date

FOR CITY OF LAWRENCEVILLE POLICE DEPARTMENT AND THE CITY OF LAWRENCEVILLE	
<p>_____</p> <p>John Mullin Chief, City of Lawrenceville Police Department jmullin@lawrencevillepd.com</p>	Date
<p>_____</p> <p>David Still, Mayor, City of Lawrenceville David.still@lawrencevillega.org</p>	Date
<p>_____</p> <p>Approved as to form by Frank Hartley, Attorney for City of Lawrenceville fhartley@pkknlaw.com</p>	Date

FOR CITY OF LILBURN POLICE DEPARTMENT AND THE CITY OF LILBURN

_____ Chris Dusik, Chief, City of Lilburn Police Department cdusik@cityoflilburn.com	Date
_____ Tim Dunn, Mayor, City of Lilburn tdunn@cityoflilburn.com	Date
_____ Approved as to form by Richard A. Carothers, Attorney for City of Lilburn Richard.Carothers@carmitch.com	Date

FOR CITY OF NORCROSS POLICE DEPARTMENT AND THE CITY OF NORCROSS

_____ Bill Grogan, Chief, City of Norcross Police Department bgrogan@norcrosspd.com	Date
_____ Craig Newton, Mayor, City of Norcross cnewton@norcrossga.net	Date

FOR CITY OF SNELLVILLE POLICE DEPARTMENT AND THE CITY OF SNELLVILLE

_____ Greg Perry, Chief, City of Snellville Police Department gperry@snellville.org	Date
_____ Barbara Bender, Mayor, City of Snellville Bbender@snellville.org	Date

FOR CITY OF SUGAR HILL MARSHALL'S OFFICE AND THE CITY OF SUGAR HILL	
<p>_____</p> <p>Diane King, Chief Marshall, City of Sugar Hill Marshall's Office dking@cityofsugarhill.com</p>	Date
<p>_____</p> <p>Brandon Hembree, Mayor, City of Sugar Hill brandonhembree@cityofsugarhill.com</p>	Date
<p>_____</p> <p>Approved as to form by Frank Hartley, Attorney for City of Sugar Hill fhartley@pkknlaw.com</p>	Date

FOR CITY OF SUWANEE POLICE DEPARTMENT AND THE CITY OF SUWANEE	
<p>_____</p> <p>Cass Mooney, Chief, City of Suwanee Police Department cmooney@suwanee.com</p>	Date
<p>_____</p> <p>Jimmy Burnette, Mayor, City of Suwanee jburnette@suwanee.com</p>	Date
<p>_____</p> <p>Approved as to form by ,Attorney for City of Suwanee@.....</p>	Date

FOR CITY OF PEACHTREE CORNERS MARSHALL'S OFFICE AND THE CITY OF PEACHTREE CORNERS

<p>_____</p> <p>Eddy Restrepo, Chief Marshall, City of Peachtree Corners Marshall's Office erestrepo@peachtreecornersga.gov</p>	<p>Date</p>
<p>_____</p> <p>Mike Mason, Mayor, City of Peachtree Corners, Ga mmason@peachtreecornersga.gov</p>	<p>Date</p>
<p>_____</p> <p>Approved as to form by, Attorney for City of Peachtree Corners @.....</p>	<p>Date</p>

36-69-2. “Local emergency” defined.

As used in this chapter, the term “local emergency” means the existence of conditions of extreme peril to the safety of persons and property within the territorial limits of a political subdivision of the state or on a campus of an institution within the University System of Georgia or the Technical College System of Georgia caused by natural disasters, riots, civil disturbances, or other situations presenting major law enforcement and other public safety problems, which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision of the state and which require the combined forces of other political subdivisions of the state to combat.

36-69-3. Extraterritorial cooperation and assistance to local law enforcement agencies or fire departments; commander of operations.

(a)

(1) Upon the request of a local law enforcement agency for assistance in a local emergency, in the prevention or detection of violations of any law, in the apprehension or arrest of any person who violates a criminal law of this state, or in any criminal case, the chief of police or public safety director of any municipality or chief of police or public safety director of any county police force may, with the approval of the governing authority of any such officer’s political subdivision, and the sheriff of any county may cooperate with and render assistance extraterritorially to such local law enforcement agency requesting the same.

(2)

(A) Upon the request of a local law enforcement agency for assistance in a local emergency, in the prevention or detection of violations of any law, in the apprehension or arrest of any person who violates a criminal law of this state, or in any criminal case, the public safety director or chief of police of any institution within the University System of Georgia or the Technical College System of Georgia may, with the approval of the president of such institution, cooperate with and render assistance extraterritorially to such law enforcement agency requesting the same.

(B) Upon the request for assistance in a local emergency, in the prevention or detection of violations of any law, in the apprehension or arrest of any person who violates a criminal law of this state, or in any criminal case, which request is made by a public safety director or chief of police of any institution within the University System of Georgia or the Technical College System of Georgia after approval by the president of such institution, the chief of police or public safety director of any municipality or any county police force may, with the approval of the governing authority of any such officer’s political subdivision and the sheriff of the county, cooperate with and render assistance extraterritorially to such law enforcement agency of the institution requesting the same.

(b) Upon the request of any local fire department for assistance in a local emergency, in preventing or suppressing a fire, or in protecting life and property, the fire chief or public safety director of any local political subdivision may, with the approval of the governing authority of such political subdivision, cooperate with and render assistance extraterritorially to such local fire department requesting the same.

(c) Upon the request of any local law enforcement agency or local director of emergency medical services for assistance in a local emergency or in transporting wounded, injured, or sick persons to a place where medical or hospital care is furnished, emergency medical technicians employed by a political subdivision may, with the approval of the governing authority of such political subdivision, cooperate with and render assistance extraterritorially to such local law enforcement agency or local director of emergency services.

(d) Authorization for furnishing assistance extraterritorially may be granted by the sheriff of any county or the governing authority of a local political subdivision or the president of an institution within the University System of Georgia or the Technical College System of Georgia to any of its agencies or employees covered by this Code section prior to any occurrence resulting in the need for such assistance; provided, however, that any prior authorization granted by the president of an institution within the University System of Georgia or the Technical College System of Georgia for the furnishing of assistance extraterritorially must be submitted to and approved by the board of regents or the State Board of the Technical College System of Georgia, respectively, before it becomes effective. Such authorization may provide limitations and restrictions on such assistance furnished extraterritorially, provided that such limitations and restrictions do not conflict with the provisions of [Code Sections 36-69-4](#) through [36-69-6](#).

(e) The senior officer of the public safety agency of a political subdivision or institution within the University System of Georgia or the Technical College System of Georgia which requests assistance in a local emergency as provided in this Code section shall be in command of the local emergency as to strategy, tactics, and overall direction of the operations with respect to the public safety officers and employees rendering assistance extraterritorially at the request of such public safety agency. All orders or directions regarding the operations of the public safety officers and employees rendering assistance extraterritorially shall be relayed to the senior officer in command of the public safety agency rendering assistance extraterritorially.

36-69-4. Powers and duties of employees of political subdivision or institution within the University System of Georgia or the Technical College System of Georgia who are rendering aid.

Whenever the employees of any political subdivision or institution within the University System of Georgia or the Technical College System of Georgia are rendering aid outside their political subdivision or campus, respectively, and pursuant to the authority contained in this chapter, such employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision or on the campus of the institution in which they are normally employed.

36-69-5. Responsibility for expenses and compensation of employees.

Unless otherwise provided by contract, the political subdivision or institution within the University System of Georgia or the Technical College System of Georgia which furnishes any equipment pursuant to this chapter shall bear the loss or damage to such equipment and shall pay any expense incurred in the operation and maintenance thereof. Unless otherwise provided by contract, the political subdivision or institution within the University System of Georgia or the Technical College System of Georgia furnishing aid pursuant to this chapter shall compensate its employees during the time of rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.

36-69-6. Applicability of privileges, immunities, exemptions, and benefits.

All of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such political subdivision or institution within the University System of Georgia or the Technical College System of Georgia when performing their respective functions within the territorial limits of their respective political subdivisions or campuses shall apply to such officers, agents, or employees to the same degree, manner, and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this chapter relating to mutual aid. The provisions of this Code section shall apply with equal effect to paid, volunteer, and auxiliary employees.

36-69-7. Liability for acts or omissions of responding agency employees.

Neither a public safety agency which requests assistance pursuant to [Code Section 36-69-3](#) nor the political subdivision or institution of the University System of Georgia or the Technical College System of Georgia in which the public safety agency is located shall be liable for any acts or omissions of employees of a responding public safety agency rendering assistance extraterritorially under the provisions of this chapter.



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. 4

To: Mayor and Council
From: Chief Chris Hodge
Date: April 11th, 2024

Purpose

The City of Auburn Police Department desires to purchase and install two Flock cameras within the city limits. This purchase will allow officers and investigators with our agency to utilize these devices for traffic enforcement and investigative purposes.

Background

Flock cameras, with their ability to read and store traffic data, offer several benefits to a city municipality. These cameras contribute to enhanced public safety by providing real-time monitoring of public spaces, streets, and high-traffic areas. They serve as a deterrent to criminal activity and can aid law enforcement in quickly responding to incidents such as auto accidents, wanted persons, or other emergencies occurring in the monitored areas.

With their ability to capture high-resolution video footage, flock cameras aid in crime prevention and detection. They can provide crucial evidence in investigations, help identify suspects, and facilitate the prosecution of criminals, thereby reducing crime rates and improving overall security within the City. Should this agreement be approved, the Police Department will be able to not only access Flock cameras within the City, but also the many cameras positioned in cities and counties in close proximity to Auburn.

Funding

Funding will be procured through the Technology Fund as this expenditure directly benefits our Municipal Court.

Recommendation

To approve the purchase of two Flock cameras for use within the City

Attachments

1. Flock contract outlining all costs
2. Site plan for camera installation

flock safety

Flock Safety Falcon® LPR



Eliminate crime on every roadway with
hassle-free LPR.

PROBLEM

Without key evidence, like a license plate or vehicle description,
many cases go unsolved.

SOLUTION

Flock Safety Falcon® LPR cameras provide vehicle data, real-time alerts,
searchable evidence, and analytics to improve police response and
investigations 24/7.

Solve more cases faster with Flock's effective and trusted LPR technology.

1

IMPROVE EFFICIENCY AND MAXIMIZE INVESTMENT WITH A ONE-STOP-SHOP

With one annual subscription fee, Flock Safety covers hardware procurement, permitting, deployment planning, policy creation, installation, maintenance, user training, customer support, and software upgrades.

2

CUT COSTS WITH PUBLIC-PRIVATE PARTNERSHIPS

Flock Safety brings LPR to neighborhoods and businesses, providing law enforcement privately-funded access to actionable evidence.

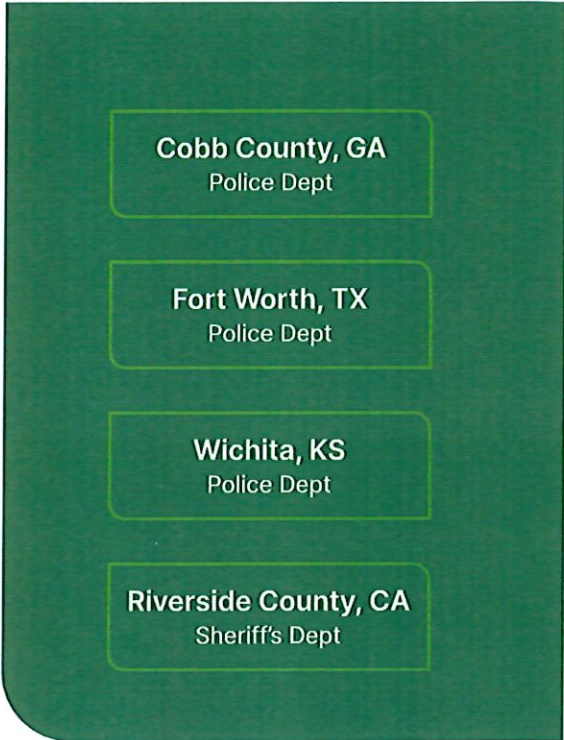
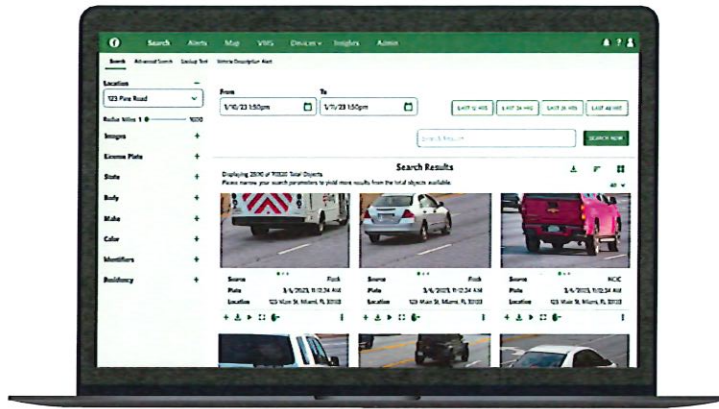
3

GAIN TRUST WITH BUILT-IN DATA GUARDRAILS

Our LPR is designed for secure, responsible use with customized user permissions, usage audits, and limited data retention. Devices only capture vehicle data, not people, to mitigate bias and accelerate case clearance. Your agency owns 100% of the data, and we never sell it to third parties.

flock safety

Trusted by thousands of law enforcement agencies.



Key Features & Functionality

SEARCH

Search full, partial, and temporary plates by time and location.

VEHICLE FINGERPRINT®

Filter by Flock's patented Vehicle Fingerprint® attributes: Vehicle make | Body type | Color | State Registration | Decals | Bumper stickers | Back racks | Top racks

LOCATION-BASED SEARCH

Perform single and multi-location-based searches to link a suspect vehicle to one, or multiple crime scenes.

CONVOY ANALYSIS

Identify associate suspect vehicles with convoy analysis.

REAL-TIME ROUTING

Determine possible vehicle path of travel with Real-Time Routing Analysis.

CUSTOM ALERTS

Automate email, text, and in-app alerts from custom and shared Hot Lists (i.e. NCIC).

HOT LIST SHARING

Create and share hot lists.

ACCESS EXTERNAL ALPR DATA

Access external ALPR databases: FBI NCIC | NCMEC Amber Alert | REJIS | CCIC & more

CJIS COMPLIANT

Meet CJIS security policy compliance.

AUDIT TRAIL

- Capture required reason for search field capture.
- Report on user behavior for audits and positive outcomes for proof of ROI.

MOBILE APP

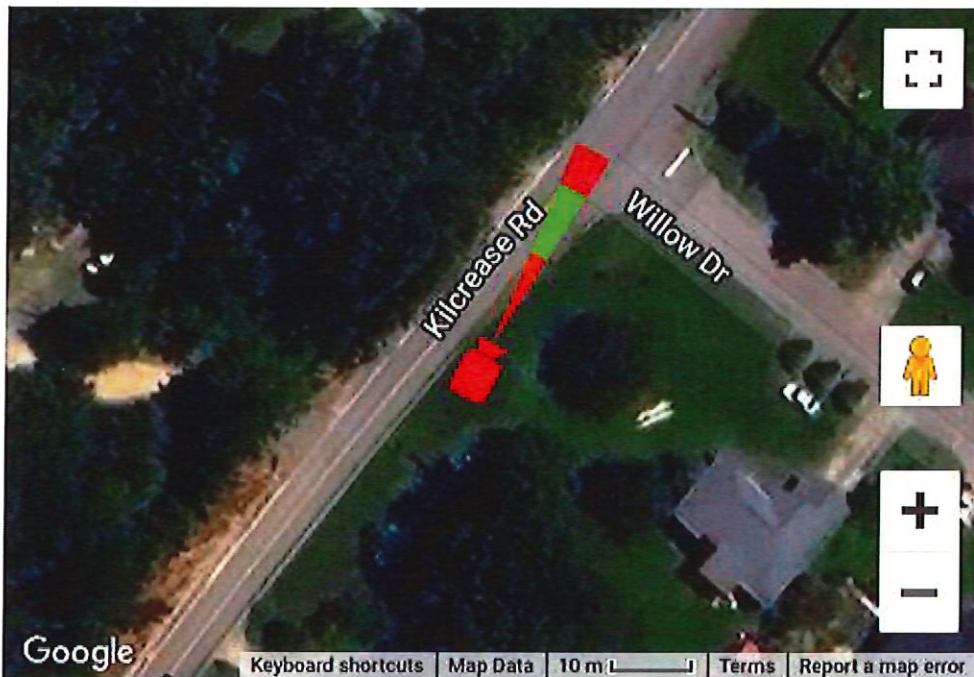
Access the FlockOS mobile companion app.

Address



Streetview

Address



KD

Flock Safety + GA - Auburn PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:

Kyle Downs
kyle.downs@flocksafety.com
2172464143

Created Date: 03/21/2024
Expiration Date: 04/17/2024
Quote Number: Q-71015
PO Number:



Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 1361 4th Ave Auburn, Georgia 30011

Ship To: 1361 4th Ave Auburn, Georgia 30011

Billing Company Name: GA - Auburn PD
Billing Contact Name: Chief Chris Hodge
Billing Email Address: chodge@cityofauburn-ga.org
Billing Phone: (770) 513-8657

Subscription Term: 24 Months
Payment Terms: Net 30
Retention Period: 30 Days
Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$6,000.00
Flock Safety Flock OS			
FlockOS™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	2	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	2	\$1,300.00

Subtotal Year 1:	\$7,300.00
Annual Recurring Subtotal:	\$6,000.00
Estimated Tax:	\$0.00
Contract Total:	\$13,300.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$7,300.00
Annual Recurring after Year 1	\$6,000.00
Contract Total	\$13,300.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera



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: April 11, 2024

PURPOSE: To discuss with council a garden addition to Burel Park near the water wheel.

BACKGROUND: Burel Park was named after our former Mayor R.H. Burel. Mayor Burel's son would like to purchase a park bench in honor of his mother, Sue Burel. We would like it to be an area of beauty with flowers near the water wheel.

RECOMMENDATION: Discussion only

FUNDING: N/A