

**MAYOR**

Richard 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  
Work Session  
November 21, 2024  
6:00 PM  
Council Chambers  
1 Auburn Way  
Auburn, GA 30011**

1. Council Reports and Announcements

**PUBLIC HEARING**

2. Public Hearing for Auburn-Barrow County 2024 Property Tax/Millage Rate and Auburn-Gwinnett County 2024 Property Tax/Millage Rate.

**WORKSHOP**

3. City Event and Holidays for 2025 – Michael Parks
4. Metro Water District- Water Efficiency Code Requirements
5. Amend City of Auburn Charter Section 5.13 – Jack Wilson
6. Board Appointees Code of Conduct – Jack Wilson
7. Garage Enclosure Ordinance- Chief Hodge
8. Task Order 39 Extending the Engineer Services for raw water storage pond. - Jim Aton
9. Task Order 40 for Engineering Design Services for the raw water from Rock Creek and the raw water storage pond. - Jim Aton
10. Council Meeting Video Recording for Discussion Only– Michael Parks

**VOTING ITEMS**

11. Auburn-Barrow County 2024 Property Tax/Millage Rate – Michael Parks
12. Auburn-Gwinnett County 2024 Property Tax/Millage Rate – Michael Parks
13. Auburn Downtown Overlay District Zoning Amendment Section 17.91- Sarah McQuade

**CITIZEN COMMENTS****ADJOURNMENT**

**Agenda subject to change prior to meeting**



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**AGENDA ITEM: 2**

**TO:** Mayor and Council

**FROM:** Michael Parks

**DATE:** November 21, 2024

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

## **NOTICE OF PROPERTY TAX INCREASE**

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

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

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

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

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

# NOTICE

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

## CURRENT 2024 TAX DIGEST AND 5 YEAR HISTORY OF LEVY

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



## **NOTICE OF PROPERTY TAX INCREASE**

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

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

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

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

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

## NOTICE

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

### CURRENT 2024 TAX DIGEST AND 5 YEAR HISTORY OF LEVY

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



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**AGENDA ITEM: 3**

**TO:** Mayor and Council

**FROM:** Michael Parks  
City Administrator

**DATE:** November 21, 2024

**PURPOSE:** To review the City's 2024 Holiday and Event Schedule

**BACKGROUND:** The following days will be granted all regular employees as holidays with full pay and to approve the 2025 Events Schedule.

New Year's Day	Wednesday, January 1
Martin Luther King, Jr.'s Birthday	Monday, January 20
Washington's Birthday	February 17 (Observed on Friday, December 26)
State Holiday	(Observed on Good Friday, April 18)
Memorial Day	Monday, May 26
Juneteenth National Independence Day	Thursday, June 19
Independence Day	Friday, July 4
Labor Day	Monday, September 1
Columbus Day	Monday, October 13
Veterans Day	Tuesday, November 11
Thanksgiving Day	Thursday, November 27
State Holiday	(Observed on Friday, November 28)
Christmas Day	Thursday, December 25

## **2025 Events**

### Major Events:

- |                            |               |                   |
|----------------------------|---------------|-------------------|
| • May 3 <sup>rd</sup>      | 11:00-2:00 pm | Auburn Ever After |
| • June 28 <sup>th</sup>    | 5:00-9:00 pm  | Independence Day  |
| • October 25 <sup>th</sup> | 11:00-4:00 pm | Auburn Fest       |
| • December 6 <sup>th</sup> | 3:00-7:00 pm  | Sounding Off      |
| Christmas                  |               |                   |

### Music/Food Truck:

- May 9
- June 13
- September 12
- October 10

### Community Yard Sale- Burel Park from 8am-12pm

- March 29<sup>th</sup>
- August 9<sup>th</sup>

### Farmers Market 4-7pm

- Tuesdays May 6 – September 16

### Downtown Car Show 10:00-2:00pm

- 4<sup>th</sup> Saturday of Feb. March, April, May, July, August, Sept, Nov. and June 21, October 18

### Easter Egg Hunt

- April 12<sup>th</sup>

### Trick or Treat

- October 28 from 6:00pm-7:30pm

### Jeep Fest 5-9 pm

- July 19<sup>th</sup>

### 5K Run

- March 1<sup>st</sup>

### Gathering

- October 4<sup>th</sup>

Auburn Clean-up

- April 18-19
- October 17-18

**RECOMMENDATION:** To approve the 2025 Holiday schedule with full pay and the 2025 Events Schedule as presented by staff.

**FUNDING:** N/A



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AGENDA ITEM NO: 4

**TO:** MAYOR & COUNCIL

**FROM:** Iris Akridge – Public Works Director/  
Jim Aton – Hussey Gay Bell Engineering

**DATE:** November 21, 2024

**PURPOSE:** Metro Water District – Water Efficiency Code Requirement

**BACKGROUND:** The City of Auburn needs to adopt the ordinance for the Metro Water District – Water Efficiency Code Requirements to remain in good faith compliance with the District’s Plan. By maintaining good faith status, the City will continue to be eligible for expanded water and sewer permits and low-interest state funding for infrastructure improvements.

The adoption process for the local Metro Water District Water Efficiency Code requirement begins with submitting the amendment to the Department of Community Affairs (DCA) 60 days prior to the adoption of the amendment (“Model Findings Resolution”). DCA will have 60 days to review and comment on the proposed amendment with three ways to respond – 1) Recommend adoption, 2) Provide no comment/recommendation, 3) Recommend it not be adopted. Please note the District does not anticipate a response from DCA to the City for these request, but in the event that DCA’s Codes Section recommends that the Water Efficiency Plumbing Code Amendments should not be adopted, District staff will work with the local government on a resolution that addresses the concerns expressed by the DCA Codes Section and sets for the basis for the local government voting to proceed as allowed pursuant to O.C.G.A. § 8-2-25(c)(3).

**FUNDING: NA**

**RECOMMENDATION:** Implement the Metro Water District Efficiency Code Requirement through the Department of Community Affairs adoption process to qualify for expanded water and sewer permits and access low-interest state funding for infrastructure improvements.

**Attachments:** #1 - Redline of Changes to Current Code  
#2 - Model Findings Resolution  
#3 - Model Adoption Resolution



## **Metro Water District – Water Efficiency Code Requirements**

### **Local Amendment to Plumbing Code**

*[NOTE: The redlines in this local amendment show the changes included in the Metro Water District – Water Efficiency Code Requirements compared to the current Georgia State Minimum Standard Plumbing Code. To adopt this local ordinance, the tracked changes should all be accepted.]*

Amendment to local code of ordinances *[Chapter X, Article Y, Section Z-Z]*. Effective January 1, 2024, the Georgia State Minimum Standard Plumbing Code has been amended by the *[local government]* as follows:

**Chapter 2, Section 202 General Definitions.** Add in alphabetical order and revise, as applicable, the following definitions:

**KITCHEN FAUCET OR KITCHEN FAUCET REPLACEMENT AERATOR.** A kitchen faucet or kitchen faucet replacement aerator that allows a flow of no more than 1.82-0 gallons of water per minute at a pressure of 60 pounds per square inch and conforms to the applicable requirements in ASME A112.18.1/CSA B125.1.

**LAVATORY FAUCET OR LAVATORY FAUCET REPLACEMENT AERATOR.** A lavatory faucet or lavatory faucet replacement aerator that allows a flow of no more than 1.25 gallons per minute at a pressure of 60 pounds per square inch and is listed to the WaterSense High Efficiency Lavatory Faucet Specification.

#### **LANDSCAPE IRRIGATION.**

**Flow sensor.** An inline device in a landscape irrigation system that produces a repeatable signal proportional to flow rate.

**Lawn or Landscape Irrigation system.** An assembly of component parts that is permanently installed for the controlled distribution of water to irrigate landscapes such as ground cover, trees, shrubs, and other plants. Lawn and Landscape Irrigation System refer to the same system.

**Master shut-off valve.** An automatic valve such as a gate valve, ball valve, or butterfly valve) installed as part of the landscape irrigation system capable of being automatically closed by the WaterSense controller. When this valve is closed water will not be supplied to the landscape irrigation system.

**Pressure regulating device.** A device designed to maintain pressure within the landscape irrigation system at the manufacturer's recommended operating pressure and that protects against sudden spikes or drops from the water source.

**Rain sensor shut-off.** An electric device that detects and measures rainfall amounts and overrides the cycle of a landscape irrigation system so as to turn off such system when a predetermined amount of rain has fallen.

**WaterSense irrigation controller.** Is a weather-based or soil moisture-based irrigation controllers labeled under the U.S. Environmental Protection Agency's WaterSense program, which includes standalone controllers, add-on devices, and plug-in devices that use current weather data as a basis for scheduling irrigation.

WaterSense spray sprinkler bodies. A sprinkler body with integral pressure regulation, generating optimal water spray and coverage labeled under the U.S. Environmental Protection Agency's WaterSense program.

**SHOWER HEAD.** A shower head that allows a flow of no more than the average of 2.05 gallons of water per minute at 860 pounds per square inch of pressure, and is listed in the WaterSense Specification for Showerheads, and meets the US Department Definition of Energy definition of showerhead.

**Chapter 6, Section 604.4 Maximum Flow and Water Consumption.** Revise Section 604.4 to read as follows:

Consistent with the general approach taken in Georgia, these Maximum Flow and Water Consumption requirements and related definitions in Section 604.4 of the plumbing code shall apply to all plumbing systems, including those in one- and two-family dwellings. The maximum water consumption flow rates and quantities for all plumbing fixtures and fixture fittings shall be in accordance with Table 604.4.

**Exceptions:**

1. Blowout design water closets having a water consumption not greater than 3½ gallons (13 L) per flushing cycle.
2. Vegetable sprays.
3. Clinical sinks having a water consumption not greater than 4½ gallons (17 L) per flushing cycle.
4. Laundry tray sinks and ~~S~~service sinks.
5. Emergency showers and eye wash stations.

TABLE 604.4  
MAXIMUM FLOW RATES AND CONSUMPTION FOR  
PLUMBING FIXTURES AND FIXTURE FITTINGS

PLUMBING FIXTURE OR FIXTURE FITTING	MAXIMUM FLOW RATE OR QUANTITY <sup>b</sup>
Lavatory <u>faucet and replacement aerators</u> , private	<u>WaterSense Labeled &amp; 1.25</u> gpm at 60 psi <sup>f</sup>
Lavatory faucet, public (metering)	0.25 gallon per metering cycle
Lavatory, public (other than metering)	0.5 gpm at 60 psi
Showerhead <sup>a</sup>	<u>WaterSense Labeled &amp; 2.52.0</u> gpm at <u>8060</u> psi <sup>f</sup>
<u>Kitchen Sink faucet and replacement aerators</u>	<u>2.01.8</u> gpm at 60 psi <sup>f,g</sup>
Urinal	0.5 gallon per flushing cycle <sup>f</sup>



Water closet	1.28 gallons per flushing cycle <sup>c, d, e, f</sup>
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For SI: 1 gallon = 3.785 L, 1 gallon per minute = 3.785 L/m,  
1 pound per square inch = 6.895 kPa.

a. A hand-held shower spray is a shower head. As point of clarification, multiple shower heads may be installed in a single shower enclosure so long as each shower head individually meets the maximum flow rate, the WaterSense requirements, and the US Department of Energy definition of showerhead. However, multiple shower heads are not recommended for water efficiency purposes.

b. Consumption tolerances shall be determined from referenced standards.

c. For flushometer valves and flushometer tanks, the average flush volume shall not exceed 1.28 gallons.

d. For single flush water closets, including gravity, pressure assisted and electro-hydraulic tank types, the average flush volume shall not exceed 1.28 gallons.

e. For dual flush water closets, the average flush volume of two reduced flushes and one full flush shall not exceed 1.28 gallons.

f. See 2014 GA Amendment to Section 301.1.2 'Waiver from requirements of high efficiency plumbing fixtures'.

g. Kitchen faucets are permitted to temporarily increase the flow above the maximum rate, but not to exceed 2.2 gpm (8.3 L/m) at 60 psi (414 kPa) and must revert to a maximum flow rate of 1.8 gpm (6.8 L/m) at 60 psi (414 kPa) upon valve closure.

**604.4.1 Clothes Washers.** Residential clothes washers shall be in accordance with the Energy Star program requirements.

#### **604.4.2 Cooling Tower Water Efficiency.**

**604.4.2.1 Once-Through Cooling.** Once-through cooling using potable water is prohibited.

**604.4.2.2 Cooling Towers and Evaporative Coolers.** Cooling towers and evaporative coolers shall be equipped with makeup water and blow down meters, conductivity controllers and overflow alarms. Cooling towers shall be equipped with efficiency drift eliminators that achieve drift reduction to 0.002 percent of the circulated water volume for counterflow towers and 0.005 percent for crossflow towers.

**604.4.2.3 Cooling Tower Makeup Water.** Water used for air conditioning, cooling towers shall not be discharged where the hardness of the basin water is less than 1500 mg/L. **Exception:** Where any of the following conditions of the basin water are present: total suspended solids exceed 25 ppm, CaCO<sub>3</sub> exceeds 600 ppm, chlorides exceed 250 ppm, sulfates exceed 250 ppm, or silica exceeds 150 ppm.

**604.4.3 Landscape Irrigation System Efficiency Requirements.** The requirements in Section 604.4.3 apply to all new landscape irrigation systems connected to the public water system except those (a) used for agricultural operations as defined in the Official Code of Georgia Section 1-3-3, (b) used for golf courses, and (c) dependent



upon a nonpublic water source. Nothing in this Code or this Section 604.4.3 is intended to require that landscape irrigation systems must be installed at all premises. The landscape irrigation efficiency requirements in this Section 604.4.3 apply only when someone voluntarily chooses, or is otherwise required by some requirement beyond this Code, to install a landscape irrigation system on premises.

**604.4.3.1 Avoiding Water Waste Through Design.** All new landscape irrigation systems shall adhere to the following design standards:

1. Pop-up type sprinkler heads shall pop-up to a height above vegetation level of not less than four (4) inches above the soil level when emitting water.
2. Pop-up spray heads or rotary sprinkler heads must direct flow away from any adjacent surfaces and must not be installed closer than four inches from impervious surfaces.
3. Areas less than ten (10) feet in width in any direction shall be irrigated with subsurface irrigation or by other means that produces no overspray or runoff.
4. Narrow or irregular shaped landscaped areas, less than four (4) feet in any direction across opposing boundaries shall not be irrigated by any irrigation emission device except sub-surface or low flow emitters with flow rates not to exceed 6.3 gallons per hour.

**604.4.3.2 Landscape Irrigation System Required Components.** All new landscape irrigation systems shall include the following components:

1. A rain sensor shut-off installed in an area that is unobstructed by trees, roof over hangs, or anything else that might block rain from triggering the rain sensor shutoff.
2. A master shut-off valve for each controller installed as close as possible to the point of connection of the water but downstream of the backflow prevention assembly.
3. Pressure-regulating devices such as valve pressure regulators, sprinkler head pressure regulators, inline pressure regulators, WaterSense spray sprinkler bodies, or other devices shall be installed as needed to achieve the manufacturer's recommended pressure range at the emission devices for optimal performance.
4. Except for landscape irrigation systems serving a single-family home, all other systems must also include:
  - (a) a WaterSense irrigation controller; and
  - (b) at least one flow sensor, which must be installed at or near the supply point of the landscape irrigation system and shall interface with the control system, that when connected to the WaterSense controller will detect and report high flow conditions to such controller and automatically shut master valves. The flow sensor serves to aid in detecting leaks or abnormal flow conditions by suspending irrigation. High flow conditions should be consistent with manufacturers' recommendations and specifications.

**Chapter 13 NONPOTABLE WATER SYSTEMS, Section 1304 Reclaimed Water Systems.** Revise Section 1304.3.2 to read as follows:

**1304.3.2 Connections to water supply.** Reclaimed water provided from a reclaimed wastewater treatment ~~system~~facility permitted by the Environmental Protection Division may be used to supply water closets, urinals, trap primers for floor drains and floor sinks, water features and other uses approved by the Authority Having Jurisdiction, in motels, hotels, apartment and condominium buildings, and commercial, industrial, and institutional buildings, where the individual guest or occupant does not have access to plumbing. Also, other systems that may use a lesser quality of water than potable water such as water chillers, carwashes or an industrial process may be supplied with reclaimed water provided from a reclaimed wastewater treatment

facility permitted by the Environmental Protection Division. The use of reclaimed water sourced from any new private reclaimed wastewater treatment system for outdoor irrigation shall be limited to golf courses and agriculture operations as defined in the Official Code of Georgia Section 1-3-3, and such reclaimed water shall not be approved for use for irrigating any other outdoor landscape such as ground cover, tree, shrubs, or other plants. These limitations do not apply to reclaimed water sourced from existing private reclaimed water systems or from existing or new, governmentally-owned reclaimed wastewater treatment systems.

**Appendix E, Section E101.1.2.** Revise Section E.101.1.2 to read as follows:

Because of the variable conditions encountered in hydraulic design, it is impractical to specify definite and detailed rules for sizing of the water piping system. Accordingly, other sizing or design methods conforming to good engineering practice standards are acceptable alternatives to those presented herein. Without limiting the foregoing, such acceptable design methods may include for multi-family buildings the Peak Water Demand Calculator from the IAPMO/ANSI 2020 Water Efficiency and Sanitation Standard for the Built Environment, which accounts for the demands of water-conserving plumbing fixtures, fixture fittings, and appliances. If future versions of the Peak Water Demand Calculator including other building types, such as commercial, such updated version shall be an acceptable design method.

## **Model Findings Resolution**

**RESOLUTION NO. [\_\_\_\_\_] OF [Local Government]  
FINDINGS ON PROPOSED LOCAL AMENDMENT TO PLUMBING CODE FOR WATER EFFICIENCY  
SUBMISSION OF PROPOSED AMENDMENT TO DCA**

**WHEREAS**, the current minimum water efficiency requirements for buildings in the **[Local Government's]** jurisdiction is the Georgia State Minimum Standard Plumbing Code ("Georgia Plumbing Code") as approved and adopted by the Georgia Department of Community Affairs ("DCA") from time to time;

**WHEREAS**, the **[Local Government]**, like all local governments in the State of Georgia, is authorized under O.C.G.A. § 8-2-25(c) to adopt local requirements when needed that are more stringent than the Georgia Plumbing Code based on local climatic, geologic, topographic, or public safety factors;

**WHEREAS**, the long-term availability, reliability, and resiliency of water supplies is a critical need of the **[Local Government]** and water efficiency is essential to meeting this need;

**WHEREAS**, the "Local Amendments to Plumbing Code" shown in the redline in Attachment A are more stringent than the Georgia Plumbing Code on water efficacy because the amendments require even more efficient uses of water and provide clarifications on existing allowable practices;

**WHEREAS**, based on its local climatic, geologic, topographic factors included in the regional water resources plan prepared by the Metropolitan North Georgia Water Planning District ("Metro Water District"), of which the **[Local Government]** is a part, water conservation is especially important to **[Local Government]** and the Metro Water District;

**WHEREAS**, the **[Local Government]** has become aware that more water efficient technologies have become widely available at comparable prices and performance to the water efficient technologies currently required as the minimum in the Georgia Plumbing Code;

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The governing body of the **[Local Government]** finds that, based on local climatic, geographic, topographic, and public safety factors included in the Metro Water District's plans, it is justified in adopting local water efficiency requirements more stringent than the Georgia Plumbing Code;

2. The **[Local Government]** is considering codifying these water efficiency requirements in local code as an amendment to Georgia Plumbing Code in the form of the Local Amendments to Plumbing Code shown in the redline in Attachment A; and

3. The **[Local Government]** is directing its staff to submit this resolution and the Local Amendments to Plumbing Code to DCA for review and comment within 60 days as required by O.C.G.A. § 8-2-25(c)(1).



**Attachment A**

**LOCAL AMENDMENT TO PLUMBING CODE FOR WATER EFFICIENCY**

[Insert the local amendment to plumbing code redline]

## **Model Adoption Resolution**

### **RESOLUTION NO. [\_\_\_\_\_] of [Local Government] ADOPTION OF LOCAL AMENDMENT TO PLUMBING CODE FOR WATER EFFICIENCY**

**WHEREAS**, the current minimum water efficiency requirements for buildings in the **[Local Government's]** jurisdiction is the Georgia State Minimum Standard Plumbing Code ("Georgia Plumbing Code") as approved and adopted by the Georgia Department of Community Affairs ("DCA") from time to time;

**WHEREAS**, the **[Local Government]**, like all local governments in the State of Georgia, is authorized under O.C.G.A. § 8-2-25(c) to adopt local requirements that are more stringent than the Georgia Plumbing Code based on local climatic, geologic, topographic, or public safety factors;

**WHEREAS**, the **[Local Government]** has followed the required procedures in O.C.G.A. § 8-2-25(c) for local adoption of the Local Amendments to Plumbing Code for water efficiency, and DCA has *[recommended that / made no recommendation as to whether / has failed to respond as to whether]* they be adopted. **[NOTE - Please note that if the DCA Codes Section recommends that the Water Efficiency Plumbing Code Amendments should not be adopted, District staff will work with the local government on a resolution that addresses the concerns expressed by the DCA Codes Section and sets forth the basis for the local government voting to proceed as allowed pursuant to O.C.G.A. § 8-2-25(c)(3).]**

**WHEREAS**, the long-term availability, reliability, and resiliency of water supplies is a critical need of the **[Local Government]** and water efficiency is essential to meeting this need;

**WHEREAS**, the **[Local Government]** is adopting the Local Amendments to Plumbing Code to meet this critical need and to comply the requirements of Metropolitan North Georgia Water Planning District's 2022 Water Resources Plan in the WSWC-8 Action Item on Metro Water District – Water Efficiency Code Requirements.

#### **NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The governing body of the **[Local Government]** finds that, based on local climatic, geographic, topographic, and public safety factors, it is justified in adopting the water efficiency requirements in the Local Amendments to Plumbing Code that are more stringent than the Georgia Plumbing Code;

2. The **[Local Government]** has followed the required procedures in O.C.G.A. § 8-2-25(c).

3. The **[Local Government]** hereby adopts the Local Amendments to Plumbing Code, which will take effect on January 1, 2024.



**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

**FROM:** Michael Parks, City Administrator

**DATE:** November 21, 2024

**PURPOSE:** Amend City of Auburn Charter Section 5.13

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

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

**FUNDING:** N/A

**ATTACHMENTS:** See attached

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO AMEND  
THE CITY OF AUBURN CHARTER  
SECTION 5.13**

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

WHEREAS, the City has reviewed its Charter provisions relating to the election of City Council members and determined that it is in the best interest of the health, safety and welfare of the citizens of the City to revise the manner in which the City Council members are elected.

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

1.

The existing Section 5.13 of the City Charter is hereby deleted and the following is substituted in its place:

**SECTION 5.13**

Section 5.13 Election of Mayor and City Council members:

(a) The members of the City Council shall serve terms of four years and until their respective successors are elected and qualified. The term of office of each member of the City Council shall begin on the first day of January immediately following the election of such member, unless general law authorizes or requires the term to begin at the first organizational meeting in January or upon some other date. No person shall be eligible to serve as Mayor or Councilmember unless that person shall have been a resident of the City for 12 months prior to the date of the election; each shall continue to reside in the City during his or her period of service and to be registered and qualified to vote in municipal elections of this City.

(b) The City Council seats shall be designated Post 1, Post 2, Post 3, and Post 4. Candidates shall designate the post for which they are offering for election when qualifying for election.

(c) The Mayor and members of the City Council shall be elected by the electors of the City at large by majority vote. If any candidate fails to achieve a majority in



the election, a runoff election between the two candidates receiving the most votes shall be conducted in accordance with State law.

2.

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.

3.

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

4.

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

5.

This Amendment shall be effective immediately upon its adoption in the second consecutive meeting.

IT IS SO ORDAINED this \_\_\_\_ day of November, 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:

\_\_\_\_\_

Brooke Haney, City Clerk

DRAFT



**MAYOR**  
Rick E. Roquemore

**CITY ADMINISTRATOR**  
Michael E. Parks

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

**AGENDA ITEM: 6**

**TO:** Mayor and Council

**FROM:** Michael Parks, City Administrator

**DATE:** November 21, 2024

**PURPOSE:** Board Appointees Code of Conduct

**BACKGROUND:** The City conducts its business through a number of boards and authorities in which citizens have been appointed to public service roles. There is currently no Code of Conduct for members of such boards and authorities to guide their conduct in representing the City. It is in the best interest of the health, safety, and welfare of the citizens of the city to enact a Code of Conduct to guide the citizens who serve in appointed roles representing the city. The guidelines and list of the offenses can be found in the ordinance.

**RECOMMENDATION:** To approve Board Appointees Code of Conduct

**FUNDING:** N/A

**ATTACHMENTS:** See attached

**ORDINANCE NO. \_\_\_\_\_**  
**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL**  
**OF THE CITY OF AUBURN, GEORGIA**  
**FOR THE CONDUCT OF MEMBERS OF APPOINTED BOARDS**

**WHEREAS**, the City conducts its business through a number of boards and authorities in which citizens have been appointed to public service roles; and

**WHEREAS**, there is currently no Code of Conduct for members of such boards and authorities to guide their conduct in representing the City; and

**WHEREAS**, it is in the best interest of the health, safety and welfare of the citizens of the City to enact a Code of Conduct to guide the citizens who serve in appointed roles representing the City;

**NOW, THEREFORE, THE CITY COUNCIL ORDAINS AND RESOLVES** that the following Code of Conduct shall apply to the conduct of members of City-appointed boards, commissions, agencies and authorities. Commission of any of the offenses listed below may subject the board member to disciplinary action up to and including removal. This Code of Conduct, although intended as a guideline for Board members, is not necessarily exhaustive, and the City retains the right to administer further action for other issues or offenses not specifically listed below:

1. Failure to attend meetings; tardiness.
2. Conviction of a felony or crime involving moral turpitude.
3. Inexcusable absence without leave.
4. Abuse or misuse of City property.
5. Willfully giving false information to City officials, City staff, or the public.
- ~~6. Violation of any City ordinance.~~
- ~~7.~~
- ~~8.~~6. Discovery of a false statement in an application which had not been previously detected.
- ~~9.~~7. Acceptance of gratuities in conflict with City policy or State law.
- ~~10.~~8. Discourteous acts toward the public, citizens, staff, or other persons.
- ~~11.~~9. Drinking alcoholic beverages or use of illegal non-prescription drugs in such manner as to adversely affect attendance or performance.
- ~~12.~~10. Falsification or destruction of official records or documents or use of official position for personal benefit, profit, or advantage, or for other improper reasons.

~~13.11.~~ Harassment of other Board members, City personnel or the public.

~~14.12.~~ Insubordination or uncooperative attitude in the performance of official functions, which is defined as the refusal to obey any instruction or directive of an authorized official or demonstrating contempt or disrespect for a fellow board member, City official, citizen, or staff member whether in or out of his or her presence.

~~15.13.~~ Conduct which endangers the member or another person.

~~16.14.~~ Fighting or attempting bodily injury to others on City property except in clear cases of self-defense.

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 this \_\_\_\_\_ day of November, 2024.

\_\_\_\_\_  
Mayor Richard E. Roquemore

\_\_\_\_\_  
Robert L. Vogel, III Council Member

\_\_\_\_\_  
Jamie L. Bradley Council Member

\_\_\_\_\_  
Taylor J. Sisk, Council Member

\_\_\_\_\_  
Joshua Rowan, Council Member

Attest:

\_\_\_\_\_  
Brooke Haney, City Clerk



# 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

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Agenda Item No. 7

To: Mayor and Council  
From: Chief Chris Hodge  
Date: November 21, 2024

## **Purpose**

Consider approving changes to City of Auburn Ordinance 15.14.030 pertaining to garage enclosures

## **Background**

Over recent weeks, the City of Auburn Code Enforcement Officer has received several calls from residents desiring to enclose attached garages for elderly family members. With the rising costs associated with housing, allowing residents to enclose garages for additional living space, if done through proper permitting channels, would be of great benefit to Auburn residents. Enclosing garages in residential areas can be justified on several grounds related to practicality, aesthetics, security, and property value. Enclosed garages, when designed to match the home's architecture, can enhance the overall look of the property and create a more cohesive residential aesthetic in addition to usable living spaces. It's a practical choice for homeowners looking to maximize the usability and attractiveness of their property while providing additional living space in a time where housing is unaffordable to the most vulnerable in our community.

## **Funding**

No funding necessary

## **Recommendation**

Approve proposed changes to City of Auburn Ordinance 15.14.030

## **Attachments**

1. Proposed changes to City of Auburn Ordinance 15.14.030

Existing ordinance -

15.14.030 - Closing garages prohibited.

No person may close in or convert any existing garage or carport to living space without erecting on his or her lot a replacement two car garage or carport which shall comply with the city's zoning ordinance and building regulations. No person shall enclose or alter an existing garage or carport or construct a new garage or carport without first obtaining a proper permit from the city. All alterations or new construction shall be of like design and materials to match the main building.

(Ord. 266 (part), 2000)

Proposed change -

15.14.030 Closing garages permitted

The owner of any single-family home in areas zoned as R-100 or AG, may enclose an existing residential attached garage to convert to living space, with proper permitting and structure. This shall only be allowed in homes in areas zoned R-100 or AG, with existing attached garage, of one or two car capacity. Under no circumstances shall garage enclosure be permitted in PUD or PSV zoned areas. In no case shall a garage be enclosed where the driveway length is less than 20 (twenty) feet from the sidewalk or road frontage edge of the home. No one shall enclose or alter an existing attached garage without first obtaining proper permitting, to include but not limited to site inspection and environmental health inspection and construction inspection. No plumbing facilities may be installed in the process of the garage enclosure. The garage enclosure must be constructed to match other portions of the home, exterior and interior. The garage enclosure must include in the construction, windows and siding to match the remaining exterior of the home. The garage enclosure must have the minimum insulation and wiring to conform with the standards set forth in the International Residential Building Code in place at the time of issuance of the permit. The garage enclosure shall have access by doorways to the main dwelling and may not be used for short-term or long-term rental purposes. The garage enclosure must have proper egress to conform with fire safety standards.



**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: 8**

**TO:** Mayor and Council

**FROM:** Michael Parks  
City Administrator

**DATE:** November 21, 2024

**PURPOSE:** To extend the engineer service to cover the raw water storage pond pipeline.

**BACKGROUND:** Extend Hussey Gay Bell Construction Administration and Observation agreement to cover phase A of the Raw Water storage pond piping and pump station project that connects Rock Creek to the new drinking water treatment plant.

**RECOMMENDATION:** To approve task order #39 as presented by staff.

**FUNDING:** ARPA

**ATTACHMENTS:** Task order #39



**AUTHORIZATION FOR PROFESSIONAL SERVICES  
TASK ORDER**

**CLIENT:** City of Auburn  
PO Box 1059  
Auburn, GA 30011  
Attn: Honorable Rick Roquemore, Mayor, and Auburn City Council

**CONSULTANT:** Hussey, Gay, Bell & DeYoung, Inc., Consulting Engineers      **DATE:** November 14, 2024  
3100 Breckinridge Boulevard, Building 300  
Duluth, Georgia 30096-4986

Page 1 of 15

**RE:**      *Task Order 39*  
**Rock Creek Pump Station and Pipeline, Phase A, Construction Phase Services**  
Auburn Water Supply and Storage Project  
Hussey Gay Bell Project No.: 20-0004-WS

The CLIENT herewith requests and authorizes the CONSULTANT to perform Engineering, Planning, and/or Surveying Services described below and agree to the terms as follows. For the purposes of this agreement, the Contractor is the design-build contractor selected by the CLIENT.

The scope of the work being administered includes 900 feet of 16-inch inside diameter HDPE pipe, 750 feet of 12-inch diameter pipe, one (1) Rock Creek Pumping Station, one (1) Rock Creek Intake #1 and associated appurtenances. The work also includes such administrative services as may be necessary to assist the city with the administration of grants, loans and program management services associated with the project.

**Engineering Services**

The CONSULTANT will provide the following Engineering and Surveying services during the construction of the drinking water treatment plant.

Construction Phase Services Summary is presented below with a detailed list of services presented in ATTACHMENTS A and B.

- A. Attend the pre-construction conference with the CLIENT and selected Contractor. Discuss the construction schedule, pay request submittals, shop drawing submittals, and change order procedures.
- B. Coordinate, collaborate and meet with the Contractor on the minor details to be resolved prior to construction including solids management.
- C. Respond in writing to Contractor requests for information regarding construction of improvements. Assist the Contractor with plan interpretations.
- D. Provide benchmark and property line locations so that the Contractor can locate the buildings and utilities according to the CONSULTANT'S plans.
- E. Review shop drawings and other submittals.

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- F. Review soil test reports and consult with the soils engineer as necessary.
- G. Make periodic site visits (daily) to determine that the work is generally being performed in accordance with the contract drawings and specifications. Report any defective work to the CLIENT.
- H. Meet with the Contractor and CLIENT once each month to discuss progress and review pay applications. The CONSULTANT shall submit a written report to the CLIENT and Contractor for each week's progress. The maximum of duration of construction is anticipated to be six hundred three (603) days or about twenty (20) months. Visits will be made during that period. Near the end of construction, CONSULTANT will seek future authorization to participate in the equipment testing and operations permitting process.
- I. Upon receipt of a pay request from the Contractor, CONSULTANT will visit the site to determine that the payment items have been installed or partly installed. Review and process in a timely manner monthly pay estimates by the Contractor. Recommend payment based on construction completeness to date.
- J. Process any requests for a change in the construction scope by the Contractor. Work shall include: a visit to the site to determine the need for the change, assist the CLIENT in negotiating the cost of the increase/decrease based on fair market value, and upon approval by all parties, issue a written change order describing the revised work along with the agreed upon costs. If the CLIENT requests a change order, it will be prepared as an additional service to this contract.
- K. Review and comment on the Operations and Maintenance Manual to be prepared by the Design-Build Contractor.
- L. Perform an inspection at the substantial completion point of the project and prepare a punch list of any deficient items associated with the plant and site construction.
- M. Perform a final inspection to determine the punch list items have been addressed by the Contractor.

The CLIENT and the CONSULTANT agreed that the above summary of construction phase professional services are more specifically defined in Attachment A. Resident Project Representative services are more specifically defined in Attachment B. Should scope differences be identified, Attachments A and B will govern.

In addition to the Construction Contract Phase Services, the work also includes such administrative services as may be necessary to assist the city with the administration of grants, loans and program management associated with the project.

### Indemnification

The CLIENT and the CONSULTANT agree that the CLIENT will defend, indemnify, and hold harmless the CONSULTANT from any claim or suit whatsoever, including, but not limited to, all payments, expenses or costs involved, arising from, or alleged to have arisen from the Contractor's performance or the failure of the Contractor's work to conform to the design intent and the contract documents. The CONSULTANT agrees to be responsible for his own or his employee's acts, errors, or omissions.

### Schedule

The CONSULTANT anticipates that these tasks will take about six (6) months or one hundred eighty (180) days from Notice to Proceed to completion. Should the construction period exceed this estimate, additional services and compensation will be required.

### Deliverable

Attend construction for the period of the Contractor's agreement and prepare weekly progress reports to CLIENT. Provide baseline project surveying control.

### Fee for Engineering Services

The CLIENT agrees to pay an amount equal to the time and expenses incurred according to the following:

CONSULTANT'S fee for the Engineering Services described above in Items A through M will be a lump sum amount of \$133,485.71 and will be paid in 6 equal monthly amounts. Fee is estimated based on 5.31% of construction costs, reference USDA guidance documents plus effort to assist with grants, loans and program management.

Should this fee need modification, CONSULTANT will seek CLIENT'S concurrence at an early date. CONSULTANT'S fee for the Additional Services will be an amount equal to the number of hours and fractions thereof devoted to the project by each category of personnel assigned to the project multiplied by the respective hourly charge rates, as shown on Attachment C.

The estimated fee is subject to renegotiation if the Engineering Services are not authorized within sixty (60) days from the date of this Authorization.

### Reimbursable Expenses

Reimbursable expenses are included in the above fee budget but may be itemized separately from engineering services on invoices.

### 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 (1) 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: James B. Aton

By: \_\_\_\_\_

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

Name/Title: Rick Roquemore, Mayor

By: Mark Bond

Attest: \_\_\_\_\_

Name/Title: Mark Bond, PE  
President, Atlanta

Name/Title: \_\_\_\_\_

Date: November 15, 2024

Date: \_\_\_\_\_

JBA/sms

ATTACHMENT A

*Construction Phase Services*

A. The CONSULTANT will provide the following construction phase services:

1. *General Administration of Construction Contract.* Consult with CLIENT and act as CLIENT'S representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of CONSULTANT as assigned in said General Conditions shall not be modified, except as CONSULTANT may otherwise agree in writing. All of CLIENT'S instructions to Contractor will be issued through CONSULTANT, who shall have authority to act on behalf of CLIENT in dealings with Contractor to the extent provided in this Agreement, said General Conditions and except as otherwise provided in writing.
2. *Resident Project Representative (RPR).* When the CONSULTANT must be absent from the site, the CONSULTANT will provide the services of an RPR at the site to assist the CONSULTANT and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit B. The furnishing of such RPR's services will not extend CONSULTANT'S responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
3. *Selecting Independent Testing Laboratory.* Assist CLIENT in the selection of an independent testing laboratory to perform material testing, compaction and soils testing.
4. *Pre-Construction Conference.* Participate in a pre-construction conference prior to commencement of work at the site.
5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the work which in CONSULTANT'S judgment are necessary to enable Contractor to proceed.
6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:
  - a. Make visits to the site daily or at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the work. Such visits and observations by CONSULTANT, and the Resident Project Representative, if any, are not intended to be exhaustive or to Extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on CONSULTANT'S exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, CONSULTANT will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and CONSULTANT shall keep CLIENT informed of the progress of the Work.
  - b. The purpose of CONSULTANT'S visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable CONSULTANT to better carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the Construction Phase, and, in addition, by the exercise of CONSULTANT'S efforts as an experienced and qualified design professional, to provide for CLIENT a greater degree of confidence that the completed work will conform in general to the Contract Documents and that the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by contractor. CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct,

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or have control over Contractor's work, nor shall CONSULTANT have authority over or responsibility for the site safety, means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

7. *Defective Work.* Recommend to CLIENT that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, CONSULTANT believes that such work will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents.
8. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the contract documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the contract documents. CONSULTANT may issue field orders authorizing minor variations from the requirements of the contract documents.
9. *Change Orders and Work Change Directives.* Recommend change orders and work change directives to CLIENT, as appropriate, and prepare change orders and work change directives as required.
10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to shop drawings and samples and other data which Contractor is required to submit, but only for conformance with the information given in the contract documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the contract documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. CONSULTANT has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to CONSULTANT.
11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by laws and regulations or the contract documents. CONSULTANT'S review of such certificates will be for the purpose of determining that the results certified indicate compliance with the contract documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the contract documents. CONSULTANT shall be entitled to rely on the results of such tests.
13. *This Section Not Used.*
14. *Applications for Payment.* Based on CONSULTANT'S observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - a. Determine the amounts that CONSULTANT recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute CONSULTANT'S representation to CLIENT, based on such observations and review, that, to the best of CONSULTANT'S knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the contract documents (subject to an evaluation of the work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the contract

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documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is CONSULTANT'S responsibility to observe Contractor's work. In the case of unit price work, CONSULTANT'S recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the contract documents). The responsibilities of CONSULTANT contained in General Conditions are expressly subject to the limitations set forth in General Conditions and other express or general limitations in this Agreement and elsewhere.

- b. By recommending any payment, CONSULTANT shall not thereby be deemed to have represented that observations made by CONSULTANT to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the contract documents. Neither CONSULTANT'S review of Contractor's work for the purposes of recommending payments nor CONSULTANT'S recommendation of any payment including final payment will impose on CONSULTANT responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the contract price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to CLIENT free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between CLIENT and Contractor that might affect the amount that should be paid.

15. Contractor's Completion Documents.

- a. Receive and review maintenance and operating instructions, schedules, and guarantees.
- b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the contract documents, certificates of inspection, tests and approvals, shop drawings, samples and other data approved as provided under General Conditions, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such CONSULTANT'S review will be limited as provided in General Conditions.
- c. CONSULTANT shall transmit these documents to CLIENT.

16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire work ready for its intended use, in company with CLIENT and Contractor, conduct an inspection to determine if the work is substantially complete. If after considering any objections of CLIENT, CONSULTANT considers the work substantially complete, CONSULTANT shall deliver a certificate of Substantial Completion to CLIENT and contractor.

17. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables: None.

18. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed work of contractor is acceptable so that CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CONSULTANT shall also provide a notice in the form attached hereto as the "Notice of Acceptability of Work" that the work is acceptable to the best of CONSULTANT'S knowledge, information, and belief and based on the extent of the services provided by CONSULTANT under this agreement.



- B. *Duration of Construction Phase.* The construction phase will commence with the execution of the first construction agreement for the project or any part thereof and will terminate upon written recommendation by CONSULTANT for final payment to Contractor. If the project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts.
- C. *Limitation of Responsibilities.* CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the work. CONSULTANT shall not be responsible for failure of any contractor to perform or furnish the work in accordance with the contract documents.

## PART 2 -- ADDITIONAL SERVICES

### A2.01 Additional Services Requiring CLIENT'S Authorization in Advance

- A. Upon written authorization from CLIENT, CONSULTANT, during the post-construction phase, shall:
  - 1. Provide assistance in connection with the testing and adjusting of project equipment or systems.
  - 2. Assist CLIENT in training CLIENT'S staff to operate and maintain project, equipment, and systems.
  - 3. Assist CLIENT in developing procedures for control of the operation and maintenance of, and record keeping for project equipment and systems.
  - 4. Together with CLIENT, visit the project to observe any apparent defects in the work, assist CLIENT in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective work, if present.
  - 5. Perform or provide the following additional post-construction phase tasks or deliverables:
  - 6. In company with CLIENT or CLIENT'S representative, provide an inspection of the project within one (1) month before the end of the correction period to ascertain whether any portion of the work is subject to correction.
- B. If authorized in writing by CLIENT, CONSULTANT shall furnish or obtain from others additional services of the types listed below. These services will be paid for by CLIENT as indicated in fee for engineering services.
  - 1. Preparation of applications and supporting documents (in addition to those furnished under basic services) for private or governmental grants, loans or advances in connection with the project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.
  - 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by CLIENT.
  - 3. Services resulting from significant changes in the scope, extent, or character of the portions of the project designed or specified by CONSULTANT or its design requirements including, but not limited to, changes in size, complexity, CLIENT'S schedule, character of construction, or method of financing; and revising previously accepted studies, reports, drawings, specifications, or contract documents when such revisions are required by changes in laws and regulations enacted subsequent to the effective date of this agreement or are due to any other causes beyond CONSULTANT'S control.

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4. Services resulting from CLIENT'S request to evaluate additional study and report phase alternative solutions beyond those identified in contract documents.
5. Services required as a result of CLIENT'S providing incomplete or incorrect project information.
6. Providing renderings or models for CLIENT'S use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the project; evaluating processes available for licensing, and assisting CLIENT in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by CLIENT.
8. Furnishing services of CONSULTANT'S subconsultants for other than engineering services.
9. Services attributable to more prime construction contracts than one.
10. Services during out-of-town travel required of CONSULTANT other than for visits to the site or CLIENT'S office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by CLIENT; and performing or furnishing services required to revise studies, reports, drawings, specifications, or other bidding documents as a result of such review processes.
12. Preparing additional bidding documents or contract documents for alternate bids or prices requested by CLIENT for the work or a portion thereof.
13. Determining the acceptability of substitute materials and equipment proposed during the bidding or negotiating phase when substitution prior to the award of contracts is allowed by the bidding documents.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
15. Providing construction re-surveys and restaking to enable Contractor to perform its work and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
16. Providing construction phase services beyond the contract times set forth in the design-build contract.
17. Providing assistance in resolving any hazardous environmental condition in compliance with current laws and regulations.
18. Preparing and furnishing to CLIENT record drawings showing appropriate record information based on project annotated record documents received from Contractor.
19. Preparation of operation and maintenance manuals.

20. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration or other dispute resolution process related to the project.
21. Providing more extensive services required to enable CONSULTANT to issue notices or certifications requested by CLIENT.
22. Other services performed or furnished by CONSULTANT not otherwise provided for in this agreement.

#### **A2.02 Required Additional Services**

- A. CONSULTANT shall perform or furnish, without requesting or receiving specific advance authorization from CLIENT, the additional services of the types listed below. CONSULTANT shall advise CLIENT in writing promptly after starting any such additional services.
1. Services in connection with work change directives and change orders to reflect changes requested by CLIENT so as to make the compensation commensurate with the extent of the additional services rendered.
  2. Services in making revisions to drawings and specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the project or an excessive number of substitutions.
  3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
  4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the work, (2) an occurrence of a hazardous environmental condition, (3) work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
  5. Services (other than engineering services during the post-construction phase) in connection with any partial utilization of any part of the work by CLIENT prior to substantial completion.
  6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

**ATTACHMENT B**

*Resident Project Representative*

- A. CONSULTANT shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist CONSULTANT in observing progress and quality of the work. The RPR, assistants, and other field staff under this Attachment B may provide full time representation or may provide representation to a lesser degree when the CONSULTANT is away for the site such as vacation or sick leave.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, CONSULTANT shall endeavor to provide further protection for CLIENT against defects and deficiencies in the work. However, CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's work nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with laws and regulations applicable to Contractor's performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the work in accordance with the contract documents.
- C. The duties and responsibilities of the RPR are limited to those of CONSULTANT in the Agreement with the CLIENT and in the contract documents, and are further limited and described as follows:
1. *General:* RPR is CONSULTANT'S agent at the site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with CONSULTANT and Contractor, keeping CLIENT advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with CLIENT with the knowledge of and under the direction of CONSULTANT.
  2. *Schedules:* Review the progress schedule, schedule of shop drawing and sample submittals, and schedule of values prepared by Contractor and consult with CONSULTANT concerning acceptability.
  3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
  4. *Liaison:*
    - a. Serve as CONSULTANT'S liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the contract documents.
    - b. Assist CONSULTANT in serving as CLIENT'S liaison with Contractor when Contractor's operations affect CLIENT'S on-site operations.
    - c. Assist in obtaining from CLIENT additional details or information, when required for proper execution of the work.
  5. *Interpretation of Contract Documents:* Report to CONSULTANT when clarifications and interpretations of the contract documents are needed and transmit to Contractor clarifications and interpretations as issued by CONSULTANT.

6. *Shop Drawings and Samples:*

- a. Record date of receipt of samples and approved shop drawings.
- b. receive samples which are furnished at the site by Contractor and notify CONSULTANT of availability of samples for examination.
- c. Advise CONSULTANT and Contractor of the commencement of any portion of the work requiring a shop drawing or sample submittal for which RPR believes that the submittal has not been approved by CONSULTANT.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to CONSULTANT. Transmit to Contractor in writing decisions as issued by CONSULTANT.

8. *Review of Work and Rejection of Defective Work:*

- a. Conduct on-site observations of Contractor's work in progress to assist CONSULTANT in determining if the work is in general proceeding in accordance with the contract documents.
- b. Report to CONSULTANT whenever RPR believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the contract documents or will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Inspections, Tests, and System Startups:*

- a. Consult with CONSULTANT in advance of scheduled major inspections, tests, and systems startups of important phases of the work.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate CLIENT'S personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the results of these inspections, and report to CONSULTANT.

10. *Records:*

- a. Maintain at the site orderly files for correspondence, reports of job conferences, reproductions of original contract documents including all change orders, field orders, work change directives, addenda, additional drawings issued subsequent to the execution of the contract, CONSULTANT'S clarifications and interpretations of the contract documents, progress reports, shop drawing and sample submittals received from and delivered to Contractor, and other project-related documents.



- b. Prepare a daily report or keep a diary or logbook, recording Contractor's hours on the site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
- c. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing project documentation.
- e. Upon completion of the work, furnish original set of all RPR project documentation to CONSULTANT.

**11. Reports:**

- a. Furnish to CONSULTANT periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
- b. Draft and recommend to CONSULTANT proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
- c. Furnish to CONSULTANT and CLIENT copies of all inspection, test, and system startup reports.
- d. Report immediately to CONSULTANT the occurrence of any site accidents, any hazardous environmental conditions, emergencies, or acts of God endangering the work, and property damaged by fire or other causes.

**12. Payment Requests:** Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site, but not incorporated in the work.

**13. Certificates, Operation and Maintenance Manuals:** During the course of the work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the contract documents, and have these documents delivered to CONSULTANT for review and forwarding to CLIENT prior to payment for that part of the work.

**14. Completion:**

- a. Before CONSULTANT issues a certificate of substantial completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has arranged for inspections required by laws and regulations, including but not limited to, those to be performed by public agencies having jurisdiction over the work.
- c. Participate in a final inspection in the company of CONSULTANT, CLIENT, and Contractor and prepare a final list of items to be completed or corrected.
- d. Observe whether all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance and issuance of the notice of acceptability of the work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the contract documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of CONSULTANT'S authority as set forth in the agreement or the contract documents.
3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the contract documents.
5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of CLIENT or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by CONSULTANT.
7. Accept shop drawing or sample submittals from anyone other than Contractor.
8. Authorize CLIENT to occupy the project in whole or in part.

**ATTACHMENT C  
FEE SCHEDULE  
EFFECTIVE January 1, 2024**

Hourly charge rates include salary/wage costs, fringe benefits, overhead costs, and profit margin.

EMPLOYEE CATEGORY	HOURLY CHARGE RATE
Engineer/Principal .....	160.00
Engineer VI .....	150.00
Engineer V .....	145.00
Engineer IV .....	130.00
Engineer III .....	115.00
Engineer II .....	100.00
Engineer I .....	95.00
Land Planner/Principal .....	150.00
Land Planner V .....	140.00
Land Planner IV .....	135.00
Land Planner III .....	110.00
Land Planner II .....	90.00
Land Planner I .....	80.00
Designer III .....	85.00
Designer II .....	75.00
Designer I .....	67.00
Environmental Specialist .....	80.00
CADD Operator .....	65.00
Drafter III .....	55.00
Drafter II/Intern .....	50.00
Project Coordinator .....	80.00
Construction Observer II .....	90.00
Construction Observer I .....	70.00
Surveyor/Principal .....	150.00
Survey Supervisor II .....	120.00
Survey Supervisor I .....	110.00
Survey Technician II .....	95.00
Survey Technician I .....	85.00
Survey Party Chief III .....	90.00
Survey Party Chief II .....	80.00
Survey Party Chief I .....	70.00
Survey Instrument Operator .....	60.00
Survey Assistant .....	45.00
Deed Research Specialist .....	68.00
Senior Administrative Assistant .....	70.00
Administrative Assistant II .....	60.00
Administrative Assistant I .....	48.00
Repro Clerk .....	60.00



**MAYOR**  
Rick E. Roquemore

**CITY ADMINISTRATOR**  
Michael E. Parks

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

**AGENDA ITEM: 9**

**TO:** Mayor and Council

**FROM:** Michael Parks  
City Administrator

**DATE:** November 21, 2024

**PURPOSE:** Task order #40 is the engineering design service for the pretreatment of the raw water from Rock Creek and the raw water storage pond

**BACKGROUND:** The recent pilot study for removal of certain minerals in the raw water storage pond has been completed and submitted to GA EPD. The pilot study identified Chlorine Dioxide as the preferred pretreatment oxidizer to remove certain minerals. Task order 40 provides engineering design and construction phase service of the proposed chlorine dioxide equipment to be installed at the drinking water treatment plant.

**RECOMMENDATION:** To approve task order #40 as presented by staff.

**FUNDING:** ARPA

**ATTACHMENTS:** Task Order #40



# HUSSEY GAY BELL

Established 1958

## AUTHORIZATION FOR PROFESSIONAL SERVICES TASK ORDER

**CLIENT:** City of Auburn  
PO Box 1059  
Auburn, GA 30011  
Attn: Honorable Rick Roquemore, Mayor, and Auburn City Council

**CONSULTANT:** Hussey, Gay, Bell & DeYoung, Inc.  
3100 Breckinridge Boulevard, Building 300  
Duluth, Georgia 30096-4986

**DATE:** June 6, 2022

Page 1 of 3

**RE: Task Order 40**  
**Design Engineering and Construction Phase Services for Drinking Water**  
**Treatment Plant Chlorine Dioxide System**  
Auburn Water Supply and Storage Project  
Hussey Gay Bell Project No.: 20-0004-WS

The CLIENT herewith requests and authorizes the CONSULTANT to perform Engineering, Planning, and/or Surveying Services described below and agree to the terms as follows. For the purposes of this agreement, the CONTRACTOR is the design-build contractor selected by the CLIENT.

**Background** The recent Pilot Study for removal of Certain Minerals in the Water from the Raw Water Storage Pond has been completed and submitted to Georgi Environmental Protection Division for concurrence. That Pilot Study identified Chlorine Dioxide as the preferred pretreatment oxidizer to remove the Certain Minerals. This Task Order provides engineering design and construction phase services for the proposed chlorine Dioxide equipment to be installed at the new Drinking Water Treatment Plant. Hussey Gay Bell will be assisted by Wiedeman and Singleton, Inc., Consulting Engineers, in this task order.

### Engineering Services

The CONSULTANT will provide the following Engineering, Surveying, and Architectural services during the design and construction of the Chlorine Dioxide System.

Hussey Gay Bell will provide project management, design review, and coordination between this design and the new Drinking Water Treatment Plant. The Wiedeman & Singleton services provided are described in the attached proposal.

### Indemnification

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The CLIENT and the CONSULTANT agreed that the CLIENT will defend, indemnify, and hold harmless the CONSULTANT from any claim or suit whatsoever, including, but not limited to, all payments, expenses or costs involved, arising from, or alleged to have risen from the CONTRACTOR'S performance or the failure of the CONTRACTOR'S work to conform to the design intent and the contract documents. The CONSULTANT agrees to be responsible for his own or his employee's acts, errors, or omissions.

### **Schedule**

The CONSULTANT anticipates that the design tasks will take about 4 months or 120 days from Notice to Proceed to completion. The installation timeline will be defined by the CONTRACTOR but is estimated to be 4 months or 120 days. Should the construction period exceed these estimate additional services and compensation will be required.

### **Deliverable**

Contract document ready for the CONTRACTORS to prepare project cost estimates. Attend construction for the period of the contractor's agreement and prepare bi-weekly progress reports to Auburn. Provide base line project surveying control.

### **Fee for Engineering Services**

The CLIENT agrees to pay an amount equal to the time and expenses incurred according to the following:

CONSULTANT'S fee for the Engineering Services described above and attached is a lump sum amount of \$168,912 and will be billed monthly based upon percent technically complete. \$146,880 is for Weideman and Singleton while \$22,032 is for Hussey Gay Bell.

Should this fee need modification, CONSULTANT will seek CLIENT'S concurrence at an early date. CONSULTANT'S fee for the Additional Services will be an amount equal to the number of hours and fractions thereof devoted to the project by each category of personnel assigned to the project multiplied by the respective hourly charge rates, as shown on Attachment C.

The estimated fee is subject to renegotiation if the Engineering Services are not authorized within sixty (60) days from the date of this Authorization.

### **Reimbursable Expenses**

Reimbursable expenses are included in the above fee budget but may be itemized separately from engineering services on invoices.

### **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.**

**CITY OF AUBURN**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Name/Title: Rick Roquemore, Mayor

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Name/Title: Mark Bond, PE  
President

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

JBA/sms

## ATTACHMENT A

### *Construction Phase Services*

A. The CONSULTANT will provide the following construction phase services:

1. *General Administration of Construction Contract.* Consult with CLIENT and act as CLIENT'S representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of CONSULTANT as assigned in said General Conditions shall not be modified, except as CONSULTANT may otherwise agree in writing. All of CLIENT'S instructions to CONTRACTOR will be issued through CONSULTANT, who shall have authority to act on behalf of CLIENT in dealings with CONTRACTOR to the extent provided in this Agreement, said General Conditions and except as otherwise provided in writing.
2. *Resident Project Representative (RPR).* When the CONSULTANT must be absent from the site, the CONSULTANT will provide the services of an RPR at the Site to assist the CONSULTANT and to provide more extensive observation of CONTRACTOR'S work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit B. The furnishing of such RPR's services will not extend CONSULTANT'S responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
3. *Selecting Independent Testing Laboratory.* Assist CLIENT in the selection of an independent testing laboratory to perform material testing, compaction and soils testing.
4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in CONSULTANT'S judgment are necessary to enable CONTRACTOR to proceed.
6. *Visits to Site and Observation of Construction.* In connection with observations of CONTRACTOR'S work in progress while it is in progress:
  - a. Make visits to the Site daily or at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by CONSULTANT, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of CONTRACTOR'S work in progress or to involve detailed inspections of CONTRACTOR'S work in progress beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on CONSULTANT'S exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, CONSULTANT will determine in general if CONTRACTOR'S work is proceeding in accordance with the Contract Documents, and CONSULTANT shall keep CLIENT informed of the progress of the Work.

- b. The purpose of CONSULTANT'S visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable CONSULTANT to better carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the Construction Phase, and, in addition, by the exercise of CONSULTANT'S efforts as an experienced and qualified design professional, to provide for CLIENT a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by CONTRACTOR. CONSULTANT shall not, during such visits or as a result of such observations of CONTRACTOR'S work in progress, supervise, direct, or have control over CONTRACTOR'S work, nor shall CONSULTANT have authority over or responsibility for the site safety, means, methods, techniques, sequences, or procedures of construction selected by CONTRACTOR, for safety precautions and programs incident to CONTRACTOR'S work, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to CONTRACTOR'S furnishing and performing the Work. Accordingly, CONSULTANT neither guarantees the performance of any CONTRACTOR nor assumes responsibility for any CONTRACTOR'S failure to furnish and perform its work in accordance with the Contract Documents.
7. *Defective Work.* Recommend to CLIENT that CONTRACTOR'S work be disapproved and rejected while it is in progress if, on the basis of such observations, CONSULTANT believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
8. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of CONTRACTOR'S work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. CONSULTANT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
9. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to CLIENT, as appropriate, and prepare Change Orders and Work Change Directives as required.
10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which CONTRACTOR is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. CONSULTANT has an obligation to meet any CONTRACTOR'S submittal schedule that has earlier been acceptable to CONSULTANT.
11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by CONTRACTOR.

12. *Inspections and Tests.* Require such special inspections or tests of CONTRACTOR'S work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. CONSULTANT'S review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. CONSULTANT shall be entitled to rely on the results of such tests.
13. *This Section Not Used.*
14. *Applications for Payment.* Based on CONSULTANT'S observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - a. Determine the amounts that CONSULTANT recommends CONTRACTOR be paid. Such recommendations of payment will be in writing and will constitute CONSULTANT'S representation to CLIENT, based on such observations and review, that, to the best of CONSULTANT'S knowledge, information and belief, CONTRACTOR'S work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to CONTRACTOR'S being entitled to such payment appear to have been fulfilled in so far as it is CONSULTANT'S responsibility to observe CONTRACTOR'S work. In the case of unit price work, CONSULTANT'S recommendations of payment will include final determinations of quantities and classifications of CONTRACTOR'S work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of CONSULTANT contained in General Conditions are expressly subject to the limitations set forth in General Conditions and other express or general limitations in this Agreement and elsewhere.
  - b. By recommending any payment, CONSULTANT shall not thereby be deemed to have represented that observations made by CONSULTANT to check the quality or quantity of CONTRACTOR'S work as it is performed and furnished have been exhaustive, extended to every aspect of CONTRACTOR'S work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the Contract Documents. Neither CONSULTANT'S review of CONTRACTOR'S work for the purposes of recommending payments nor CONSULTANT'S recommendation of any payment including final payment will impose on CONSULTANT responsibility to supervise, direct, or control CONTRACTOR'S work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or CONTRACTOR'S compliance with Laws and Regulations applicable to CONTRACTOR'S furnishing and performing the Work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to CLIENT free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between CLIENT and CONTRACTOR that might affect the amount that should be paid.



15. CONTRACTOR'S Completion Documents.

- a. Receive and review maintenance and operating instructions, schedules, and guarantees.
- b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under General Conditions, and the annotated record documents which are to be assembled by CONTRACTOR in accordance with the Contract Documents to obtain final payment. The extent of such CONSULTANT'S review will be limited as provided in General Conditions.
- c. CONSULTANT shall transmit these documents to CLIENT.

16. *Substantial Completion.* Promptly after notice from CONTRACTOR that CONTRACTOR considers the entire Work ready for its intended use, in company with CLIENT and CONTRACTOR, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of CLIENT, CONSULTANT considers the Work Substantially Complete, CONSULTANT shall deliver a certificate of Substantial Completion to CLIENT and CONTRACTOR.

17. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables: None.

18. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of CONTRACTOR is acceptable so that CONSULTANT may recommend, in writing, final payment to CONTRACTOR. Accompanying the recommendation for final payment, CONSULTANT shall also provide a notice in the form attached hereto as the "Notice of Acceptability of Work" that the Work is acceptable to the best of CONSULTANT'S knowledge, information, and belief and based on the extent of the services provided by CONSULTANT under this Agreement.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by CONSULTANT for final payment to CONTRACTORS. If the Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts.

C. *Limitation of Responsibilities.* CONSULTANT shall not be responsible for the acts or omissions of any CONTRACTOR, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. CONSULTANT shall not be responsible for failure of any CONTRACTOR to perform or furnish the Work in accordance with the Contract Documents.

PART 2 -- ADDITIONAL SERVICES

**A2.01 Additional Services Requiring CLIENT'S Authorization in Advance**

- A. Upon written authorization from CLIENT, CONSULTANT, during the Post-Construction Phase, shall:
  1. Provide assistance in connection with the testing and adjusting of Project equipment or systems.

2. Assist CLIENT in training CLIENT'S staff to operate and maintain Project, equipment, and systems.
  3. Assist CLIENT in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.
  4. Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with CONTRACTOR concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
  5. Perform or provide the following additional Post-Construction Phase tasks or deliverables:
  6. In company with CLIENT or CLIENT'S representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
- B. If authorized in writing by CLIENT, CONSULTANT shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by CLIENT as indicated in Fee for Engineering Services.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
  2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by CLIENT.
  3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by CONSULTANT or its design requirements including, but not limited to, changes in size, complexity, CLIENT'S schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond CONSULTANT'S control.
  4. Services resulting from CLIENT'S request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Contract Documents.
  5. Services required as a result of CLIENT'S providing incomplete or incorrect Project information.
  6. Providing renderings or models for CLIENT'S use.
  7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting CLIENT in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories

required in connection with construction performed by CLIENT.

8. Furnishing services of CONSULTANT'S SUBCONSULTANTS for other than Engineering Services.
9. Services attributable to more prime construction contracts than one.
10. Services during out-of-town travel required of CONSULTANT other than for visits to the Site or CLIENT'S office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by CLIENT; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by CLIENT for the Work or a portion thereof.
13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
15. Providing construction re-surveys and restaking to enable CONTRACTOR to perform its work and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
16. Providing Construction Phase services beyond the Contract Times set forth in the Design-Build Contract.
17. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
18. Preparing and furnishing to CLIENT Record Drawings showing appropriate record information based on Project annotated record documents received from CONTRACTOR.
19. Preparation of operation and maintenance manuals.
20. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration or other dispute resolution process related to the Project.
21. Providing more extensive services required to enable CONSULTANT to issue notices or certifications requested by CLIENT.

22. Other services performed or furnished by CONSULTANT not otherwise provided for in this Agreement.

#### **A2.02 Required Additional Services**

- A. CONSULTANT shall perform or furnish, without requesting or receiving specific advance authorization from CLIENT, the Additional Services of the types listed below. CONSULTANT shall advise CLIENT in writing promptly after starting any such Additional Services.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT so as to make the compensation commensurate with the extent of the Additional Services rendered.
  2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
  3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
  4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) an occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by CONTRACTOR, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by CONTRACTOR.
  5. Services (other than Engineering Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by CLIENT prior to Substantial Completion.
  6. Evaluating an unreasonable claim or an excessive number of claims submitted by CONTRACTOR or others in connection with the Work.

## ***ATTACHMENT B***

### *Resident Project Representative*

- A. CONSULTANT shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist CONSULTANT in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Attachment B may provide full time representation or may provide representation to a lesser degree when the CONSULTANT is away for the site such as vacation or sick leave.
- B. Through such additional observations of CONTRACTOR'S work in progress and field checks of materials and equipment by the RPR and assistants, CONSULTANT shall endeavor to provide further protection for CLIENT against defects and deficiencies in the Work. However, CONSULTANT shall not, during such visits or as a result of such observations of CONTRACTOR'S work in progress, supervise, direct, or have control over the CONTRACTOR'S Work nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by CONTRACTOR, for safety precautions and programs incident to the CONTRACTOR'S work in progress, for any failure of CONTRACTOR to comply with Laws and Regulations applicable to CONTRACTOR'S performing and furnishing the Work, or responsibility of construction for CONTRACTOR'S failure to furnish and perform the Work in accordance with the Contract Documents.
- C. The duties and responsibilities of the RPR are limited to those of CONSULTANT in the Agreement with the CLIENT and in the Contract Documents, and are further limited and described as follows:
1. *General:* RPR is CONSULTANT'S agent at the Site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the CONTRACTOR'S work in progress shall in general be with CONSULTANT and CONTRACTOR, keeping CLIENT advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with CLIENT with the knowledge of and under the direction of CONSULTANT.
  2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability.
  3. *Conferences and Meetings:* Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
  4. *Liaison:*
    - a. Serve as CONSULTANT'S liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents.

- b. Assist CONSULTANT in serving as CLIENT'S liaison with CONTRACTOR when CONTRACTOR'S operations affect CLIENT'S on-site operations.
  - c. Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
- 5. *Interpretation of Contract Documents:* Report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by CONSULTANT.
- 6. *Shop Drawings and Samples:*
  - a. Record date of receipt of Samples and approved Shop Drawings.
  - b. Receive Samples which are furnished at the Site by CONTRACTOR, and notify CONSULTANT of availability of Samples for examination.
  - c. Advise CONSULTANT and CONTRACTOR of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by CONSULTANT.
- 7. *Modifications:* Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to CONSULTANT. Transmit to CONTRACTOR in writing decisions as issued by CONSULTANT.
- 8. *Review of Work and Rejection of Defective Work:*
  - a. Conduct on-Site observations of CONTRACTOR'S work in progress to assist CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to CONSULTANT whenever RPR believes that any part of CONTRACTOR'S work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 9. *Inspections, Tests, and System Startups:*
  - a. Consult with CONSULTANT in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
  - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate CLIENT'S personnel, and that CONTRACTOR maintains adequate records thereof.
  - c. Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems startups.



- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to CONSULTANT.

10. Records:

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT'S clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to CONTRACTOR, and other Project related documents.
- b. Prepare a daily report or keep a diary or log book, recording CONTRACTOR'S hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to CONSULTANT.

11. Reports:

- a. Furnish to CONSULTANT periodic reports as required of progress of the Work and of CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to CONSULTANT proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from CONTRACTOR.
- c. Furnish to CONSULTANT and CLIENT copies of all inspection, test, and system startup reports.
- d. Report immediately to CONSULTANT the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

12. *Payment Requests:* Review Applications for Payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CONSULTANT for review and forwarding to CLIENT prior to payment for that part of the Work.

14. Completion:

- a. Before CONSULTANT issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
- b. Observe whether CONTRACTOR has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
- c. Participate in a final inspection in the company of CONSULTANT, CLIENT, and CONTRACTOR and prepare a final list of items to be completed or corrected.
- d. Observe whether all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of CONSULTANT'S authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of CONTRACTOR, subcontractors, suppliers, or CONTRACTOR'S superintendent.
4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of CONTRACTOR'S work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of CLIENT or CONTRACTOR.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by CONSULTANT.
7. Accept Shop Drawing or Sample submittals from anyone other than CONTRACTOR.
8. Authorize CLIENT to occupy the Project in whole or in part.

**ATTACHMENT C  
FEE SCHEDULE  
EFFECTIVE June 26, 2019**

Hourly charge rates include salary/wage costs, fringe benefits, overhead costs, and profit margin.

EMPLOYEE CATEGORY	HOURLY CHARGE RATE
Engineer/Principal .....	160.00
Engineer VI .....	150.00
Engineer V .....	145.00
Engineer IV .....	130.00
Engineer III .....	115.00
Engineer II .....	100.00
Engineer I .....	95.00
Land Planner/Principal .....	150.00
Land Planner V .....	140.00
Land Planner IV .....	135.00
Land Planner III .....	110.00
Land Planner II .....	90.00
Land Planner I .....	80.00
Designer III .....	85.00
Designer II .....	75.00
Designer I .....	67.00
Environmental Specialist .....	80.00
CADD Operator .....	65.00
Drafter III .....	55.00
Drafter II/Intern .....	50.00
Project Coordinator .....	80.00
Construction Observer II .....	90.00
Construction Observer I .....	70.00
Surveyor/Principal .....	150.00
Survey Supervisor II .....	120.00
Survey Supervisor I .....	110.00
Survey Technician II .....	95.00
Survey Technician I .....	85.00
Survey Party Chief III .....	90.00
Survey Party Chief II .....	80.00
Survey Party Chief I .....	70.00
Survey Instrument Operator .....	60.00
Survey Assistant .....	45.00
Deed Research Specialist .....	68.00
Senior Administrative Assistant .....	70.00
Administrative Assistant II .....	60.00
Administrative Assistant I .....	48.00
Repro Clerk .....	60.00



**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: 10**

**TO:** Mayor and Council

**FROM:** Michael Parks  
City Administrator

**DATE:** November 21, 2024

**PURPOSE:** To explore the feasibility of recording council meetings for public viewing and review the associated costs.

**BACKGROUND:** With the city's continued growth and increasing community engagement, we have received requests to consider recording council meetings to help keep citizens better informed. To address this, we have reached out to vendors to gather cost estimates for providing this service.

**RECOMMENDATION:** To discuss video recording of council meetings.

**FUNDING:** Discussion only at this time.

**ATTACHMENTS:**

P.O Box 658  
Bethlehem, GA 30620

Phone: 678-300-4420  
E-mail: mason@dc4ullc.com

## City of Auburn Council Meeting Video Recordings Proposal

To: City of Auburn

Hello my name is Mason Orr owner of Digital Creations 4 U local here in Bethlehem Georgia. We would like to offer our proposal to film the City of Auburn Council Meeting. After speaking with you and your needs see the following:

### City of Auburn Council Meeting Video Recordings

- Meeting on 2nd and 4th Thursday of the month
- Meeting Start time 6pm
- We will need access 1hr prior to meeting for setup
- Sound hookups to room
- Edited Videos within 48hrs of meeting uploaded
- Any other meetings

**\$400 per meeting**

We use broadcast ready camera and are a full production company.  
Please contact for any question Mason 678-963-0077.



**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: 11**

**TO:** Mayor and Council

**FROM:** Michael Parks  
City Administrator

**DATE:** November 21, 2024

**PURPOSE:** To request approving Resolution #10-024 for the Barrow County Portion of the City of Auburn and recommend setting the 2024 millage rate to a 4.931 millage rate.

**BACKGROUND:**

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

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

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

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

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

**RECOMMENDATION:** To approve Resolution #10-024 setting the 2024 millage rate to 4.931 for Barrow County portion of the City of Auburn.



**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE**  
**CITY OF AUBURN GEORGIA**  
**RESOLUTION # 10-024**

**WHEREAS**, Georgia law and the City Code of Ordinances require the City to adopt a balanced budget for its operations; and

**WHEREAS**, through public meetings, the City staff, Mayor and City Council have drafted such a budget to comply with the requirements of State law; and

**WHEREAS**, the adoption of that budget required the passage of a millage rate sufficient to allow for the collection of taxes necessary to cover the cost of operating the City government according to the budget; and

**WHEREAS**, the Mayor and Council find it necessary and desirable to establish certain millage rate for properties in Barrow County in fairness to the taxpayers of the City and in compliance with State law; and

**WHEREAS**, the tax rate of 4.931 per \$1,000 of assessed valuation for City of Auburn taxpayers in Barrow County is required for the raising of sufficient revenues to support municipal operations and meeting the requirements of State law for establishing rates, and

**WHEREAS**, notices required by law have been published in the legal organ of the City of Auburn, and

**WHEREAS**, the City has conducted public meetings to receive comments from citizens on the proposed budget and rates;

**NOW THEREFORE THE COUNCIL OF THE CITY OF AUBURN** hereby ordains and resolves that the millage rates of 4.931 per \$1,000 of assessed valuation for City of Auburn taxpayers in Barrow County enumerated above are approved and ordained for fiscal year 2024-2025.

IT IS SO ORDAINED AND RESOLVED this \_\_\_\_\_ day of November 2024.

\_\_\_\_\_  
Richard E. Roquemoire, Mayor

\_\_\_\_\_  
Joshua Rowan, Council Member

\_\_\_\_\_  
Robert L. Vogel III, Council Member

\_\_\_\_\_  
Taylor Sisk, Council Member

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Jamie L. Bradley, Council Member

ATTEST:

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Brooke Haney  
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: 12**

**TO:** Mayor and Council

**FROM:** Michael Parks  
City Administrator

**DATE:** November 21, 2024

**PURPOSE:** To request approving Resolution #11-024 for the Gwinnett County Portion of the City of Auburn and recommend setting the 2024 millage rate to a 4.931 millage rate.

**BACKGROUND:**

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

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

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

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

The city will set the millage rate at the Council Business Meeting on November 21, 2024, at 6:00 p.m. at City of Auburn Courthouse/Council Chambers located at 1 Auburn Way, Auburn, Georgia 30011. The

**RECOMMENDATION:** To approve Resolution #11-024 setting the 2024 millage rate to 4.951 for Gwinnett County portion of the City of Auburn.

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE**  
**CITY OF AUBURN GEORGIA**  
**RESOLUTION # 11-024**

**WHEREAS**, Georgia law and the City Code of Ordinances require the City to adopt a balanced budget for its operations; and

**WHEREAS**, through public hearings, the City staff, Mayor and City Council have drafted such a budget to comply with the requirements of State law; and

**WHEREAS**, the adoption of that budget required the passage of a millage rate sufficient to allow for the collection of taxes necessary to cover the cost of operating the City government according to the budget; and

**WHEREAS**, the Mayor and Council find it necessary and desirable to establish certain millage rates for properties in Gwinnett and Barrow County in fairness to the taxpayers of the City and in compliance with State law; and

**WHEREAS**, the tax rate of 4.951 per \$1000 of assessed valuation for City of Auburn taxpayers in Gwinnett County is required for the raising of sufficient revenues to support municipal operations and meeting the requirements of State law for establishing rates, and

**WHEREAS**, notices required by law have been published in the legal organ of the City of Auburn, and

**WHEREAS**, the City has conducted multiple public hearings to receive comments from citizens on the proposed budget and rates;

**NOW THEREFORE THE COUNCIL OF THE CITY OF AUBURN** hereby ordains and resolves that the millage rate of 4.951 per \$1000 of assessed valuation for City of Auburn taxpayers in Gwinnett County enumerated above are approved and ordained for the fiscal year 2024-2025.

IT IS SO ORDAINED AND RESOLVED this \_\_\_\_\_ day of November 2024.

\_\_\_\_\_  
Richard E. Roquemoire, Mayor

\_\_\_\_\_  
Joshua Rowan, Council Member

\_\_\_\_\_  
Robert L. Vogel III, Council Member

\_\_\_\_\_  
Taylor Sisk, Council Member

\_\_\_\_\_  
Jamie L. Bradley, Council Member

ATTEST:

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Brooke Haney,  
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: 13**

**TO:** Mayor and Council

**FROM:** Sarah McQuade  
City Planner

**DATE:** November 21, 2024

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

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

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

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

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

**FUNDING:** N/A

## **Chapter 17.91 AUBURN DOWNTOWN OVERLAY DISTRICT**

### **17.91.010 Purpose.**

The purpose and intent of the Downtown Overlay District is to promote and encourage orderly redevelopment while fostering the revitalization of historic structures and their architectural elements within the downtown area. The district aims to strike a balance between conserving the rich historical fabric of the community while facilitating innovative and sustainable development. The overlay identifies architectural and design qualities that define the downtown and proposes standards to ensure compatibility of new and infill projects with existing development. The criteria are intended to elicit high quality materials, enhance pedestrian experience, an appropriate scale, and a development pattern that effectively implements the city's planning and visioning documents.

Specifically:

1. Implement the City of Auburn's 2023 – 2028 Comprehensive Plan to achieve specific land use and design objectives.
2. Accommodate mixed-use buildings and developments with neighborhood-serving retail, service and other uses on the ground floor and residential units above the nonresidential space.
3. Encourage rehabilitation and re-use of existing historic buildings, where feasible.
4. Promote new infill residential development for all ages that would be attainable by a variety of households.
5. Promote new infill nonresidential development in a planned format.
6. Encourage development that exhibits the physical design characteristics that promotes pedestrian oriented storefront-style shopping.
7. Encourage historic styles as the basis of future development, both infill and new development.
8. Promote the health and well-being of residents by encouraging physical activity, alternative transportation modes and greater social interaction.

### **17.91.020 Applicability.**

The Downtown Overlay District shall apply to properties within the Overlay District of the City of Auburn. The regulations of the overlay district either supplement or replace the regulations of the underlying zoning district, as described herein. The district boundaries shall be as established on the Official Zoning Map. For lots that are split by the Overlay District line, acreage majority within the district will determine inclusion within the Downtown Overlay District boundary, thus subject to these regulations. In the event of any conflict between the provisions of this Chapter and any other provision, the provisions of this Chapter shall control.

### **17.91.030 Uses.**

The principal uses of land and structures which are allowed in the Auburn Downtown Overlay District are as provided below. All permitted and prohibited uses are subject to the limitations and standards contained within this Chapter 17.91.



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### **17.91.031 Permitted principle uses.**

Within the adopted downtown overlay district, no building shall be erected, used, or structurally altered, nor shall the land or premises be used in whole or in part, except for uses permitted in the following list:

#### **Residential Uses:**

1. Dwellings, to include:
  - a. Renovation and/or reconstruction of existing single-family detached homes.
  - b. New construction single-family detached, single-family attached, and residential over commercial or office.

#### **Institutional Uses:**

1. Public buildings, uses and facilities.
2. Place of Worship. Uses such as churches, synagogues, temples, and mosques.
3. Cultural facility or exhibit. To include museums and libraries.
4. Educational service. Public or private educational institutions offering general education courses, including nursery schools and kindergartens.
5. Community center.
6. Daycare facility. Uses provided care and supervision for children or adults away from their primary residence for less than 24 hours per day and provided it complies with all state day care and health department requirements.
7. Utility facility. Infrastructure services such as high-voltage electric substations, utility-scale power generation facilities, and utility-scale water storage facilities provided they comply with the following regulations:
  - a. Any building or structure, except a surrounding fence, shall be set back at least thirty feet from any property line.
  - b. The facility shall be either completely surrounded by a woven wire fence at least eight feet high or shall be enclosed within a building.
  - c. The facility shall be furnished with a planted buffer not less than ten feet wide to create an effective visual screen on all sides.
  - d. The facility may not be used for the storage of vehicles or equipment.

#### **Commercial Uses:**

1. Eating and Drinking. Examples include restaurants and breweries or brew pubs.
2. Financial service. To include banks, credit unions, brokerage, and investment services.
3. Medical service. Provided that these service uses are performed in an office setting with no overnight care. Typical uses include offices of physicians, dentists, psychiatrists, psychologists, physical therapists, and chiropractors.
4. Personal service. Uses that provide personal support and improvement services. Typical uses include barbers, salons, travel agencies, and day spas.
5. Studio or Instructional service. For individual or small group instruction or training in fine arts, music, drama, fitness, language, or similar activities.

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6. Consumer maintenance and repair service. Uses that provide maintenance, cleaning, and repair services for consumer goods on a site. Typical uses include laundry and dry-cleaning pick-up shops, tailors, shoe repair, picture framing shops, locksmiths, electronics repair shops, and similar establishments.
  7. Retail sales. Uses involving the sale, lease, or rental of new or used goods to the ultimate customer. Examples include drug stores, department stores, camera shops, bike and hobby shops, sporting goods, bookstores, gift shops, jewelry stores, and specialty shops
  8. Office. Uses that focus on providing executive, management, administrative, and professional uses other than those included in the medical service use category.
  9. Sports and Recreation. To be indoor facilities where participant sports and recreation uses are conducted entirely within buildings.

### **17.91.032 Prohibited uses.**

The following uses shall not be permitted in the Auburn Downtown Overlay District:

1. Pawnshops and check cashing establishments.
2. Adult entertainment establishments.
3. Automotive sales or rentals.
4. Automotive repairs.
5. Billiard parlors and pool halls.
6. Animal services, including stables.
7. Boat storage or sales.
8. Car washes.
9. Shooting galleries, firearm, and archery ranges.
10. Firearms dealers.
11. Modeling agencies.
12. Massage parlors.
13. Bathhouses.
14. Flea markets.
15. Junk stores or scrap sales.
16. Hypnotists, palm readers, or fortune tellers.
17. Labor pools.
18. Tattoo parlors or shops.
19. Body piercing parlors or shops.
20. Data centers and bitcoin mining facilities
21. Vape Shops
22. Tobacco Shops

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### **17.91.033 Temporary uses.**

- A. Temporary outdoor sales of merchandise.
  - 1. Any applicant for a permit for temporary outdoor sales of merchandise shall demonstrate compliance with the regulations of this section through an annual permit obtained from the planning department as an occupational tax certificate.
  - 2. The following temporary uses are allowed on properties within the Auburn Downtown Overlay District:
    - a. The sale of fruits or vegetables not to exceed a period of six (6) months.
    - b. Charitable or nonprofit events not to exceed four (4) days.
    - c. Holiday sales between October 15th and January 1st.
    - d. The sale of any items in association with an existing business located on the premises as a principal use (i.e., sidewalk, parking lot, or tent sales) not to exceed twenty (20) days.
  - 3. Temporary sales activities are subject to the following regulations:
    - a. No such temporary outdoor sales of merchandise may be conducted on public property, within any public right-of-way, and no display or sales area may block safe pedestrian movement.
    - b. Tents may be used in conjunction with temporary sales activities for a maximum of five (5) days over a one-month period.
    - c. No operator, employee, or representative may solicit directly to the motoring public.
    - d. No temporary outdoor sales may be located fully within or encroach any drainage easement, public sidewalk or right-of-way, required parking spaces, fire lanes, designated loading areas, driveways, maneuvering aisles, or ADA minimum sidewalk width within private sidewalks or other areas intended for pedestrian movement.
- B. Temporary stage or tent.
  - 1. Temporary stages require the review and approval of a building permit.
  - 2. Tents over 400 square feet require the review and approval of a building permit.

### **17.91.040 Development standards.**

#### **17.91.041 Single-family residential development standards.**

- A. Applicability. The building design regulations within this section shall apply to all buildings in the Downtown Overlay district that are used for single-family residential purposes, applied to the following housing types:
  - a. Dwelling, single-family detached.
  - b. Dwelling, attached (townhomes).
  - c. Dwelling, duplex.
- B. Applicable facades. The building design regulations apply to all facades visible from the street, facing streets, facing main parking lots, and adjacent to or visible from required open spaces, unless otherwise noted.

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- a. Facades style shall be in accordance with one of the following architectural styles to better align with the historic nature of the downtown area:

i. **Victorian, Queen Anne.**

1. **Massing and Composition.** Queen Anne Victorian front facades are usually asymmetrical, fitted with a variety of bold textures, colors, and/or patterns. Where residential building types are residential use, symmetry is permitted.
2. **Walls and Facades.** Wall and façade surfaces shall not be flat. Instead, textural materials, such as shingles (including patterned), half timbering, and decorative spindlework. Variation in form can be achieved through the use of features such as projecting bays and decorated gables.
3. **Porches and Stoops.** Residential buildings usually include asymmetrical porches that often wrap around one or both sides of the home. Slender columns or turned post porch supports can be decorated with spindlework and/or other decorative wood trim. Stoops are not allowed on the principal façade.
4. **Roofing.** Queen Anne buildings shall feature steeply pitched roofs with cross gables or large dormers.
5. **Windows and Doors.** A variety of windows and doors may be appropriate, subject to approval during the plan review process.
6. **Additional Identifiable Features.**
  - a. Round or polygonal corner towers, typical of two (2) story buildings.
  - b. Prominent chimneys, occasionally decorative.

ii. **Victorian, Folk.**

1. **Massing and Composition.** Folk Victorian facades are typically simple in massing, featuring symmetrical facades, except when a front gable or wing is present, and generally follow a one to two-story structure height.
2. **Walls and Facades.** Material changes should occur vertically in the structure, not horizontally. For instance, foundation walls should utilize stone, brick, or other comparable masonry.
3. **Porches and Stoops.** Porches should include an even number of columns that are squared or turned. Stoops are not allowed on the principal façade.
4. **Roofing.** Simple gable roofs are typical, but pyramidal roofs are also permitted.
5. **Windows and Doors.** Windows and doors shall be aligned with openings between columns so that they are visible from the street and should be placed in a repetitive pattern along each building side. Windows shall be traditional single or double hung. Appropriate sash division should be 2-over-1, 2-over-2 or 4-over-1. Casement style windows may be used in accent locations. Windows with arched tops are not permitted.
6. **Additional Identifiable Features.**
  - a. Chimneys shall not be on the front façade.

i. **Arts and Crafts (Craftsman).**

1. **Massing and Composition.** Craftsman or bungalow styles typically feature a square or rectangular floor plan and shall follow a one to one and one-half story structure height.

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2. **Walls and Facades.** Craftsman styles typically feature clapboard or wood shingles. Stone, brick, and/or stucco shall serve primarily as accent materials to achieve visual interest.
  3. **Porches and Stoops.** Porches are typically large front porches with heavy porch columns. Columns may be tapered, square, paired, or set upon stone or brick piers. Prominent gabled or shed roofed dormers are common; front facing gables should be on the front porch, a projecting dormer, or at the main roof line.
  4. **Roofing.** Craftsman buildings shall feature low pitched gable or hipped roofs.
  5. **Windows and Doors.** Windows shall be multi-pane. Windows with arched tops are not permitted.
  6. **Additional Identifiable Features.**
    - a. Chimneys shall not be on the front façade.
    - b. Overhanging eaves with exposed rafters or braces.

ii. **Art Deco.**

1. **Massing and Composition.** Art Deco styles typically feature a rectangular form and a sleek, linear appearance. The often appear monolithic with decorative motifs and can have either asymmetrical or symmetrical facades.
2. **Walls and Facades.** Art Deco styles typically feature distinctive smooth finish walls and facades. Materials used to achieve this shall include stucco, concrete block, glazed brick, or mosaic tiles.
3. **Porches and Stoops.** Traditional porches are not permitted.
4. **Roofing.** Flat roofs are the only roof style permitted. Roofs are often decorated with parapets, spires, or tower-like constructs.
5. **Windows and Doors.** Windows typically appear as strong openings in the walls, either square or round. Entrances are often surrounded with elaborate plasters and pediments, and door surrounds are often embellished with either reeding or fluting.
6. **Additional Identifiable Features.**
  - a. Decorative detailing can be either hand-crafted or machine-made decorations. Typically, they are geometric and feature patterns like triangular shapes, zigzags, chevrons, exaggerated curves, and floral patterns.
  - b. Bright colors shall be used in moderation, for accent features.

iii. **Alternative approved by the Mayor and City Council.**

C. **Exterior finish materials.**

- a. Exterior building materials shall be primarily brick, stone, other masonry, glass, wood, or cementitious fiberboard. Other materials such as vinyl may be used only as accent and trim materials.
- b. All exposed foundation walls on all sides of the building shall be faced with brick, stone, or marble.
- c. All brick, stone, or other masonry shall be full- or half-depth. Simulated veneer panels are prohibited. Simulated masonry that is individually stacked or applied are acceptable.

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- d. Metal shall be permitted only as metal split seam roofing or as an architectural accent comprising a maximum of ten percent of any one façade. Acceptable metal materials are limited to architectural metal panels, architectural metal cladding, metal mesh, and perforated metal. Examples of metal materials not permitted include but are not limited to stock PEMB metal skins commonly referred to as 'R-panel' and sheet metal systems with exposed fasteners, except as required for perforated metal.
  - e. Prohibited exterior materials include bare metal, aluminum siding, metal panels, plastic, and mirror glass.
- D. Architectural Requirements. Every single-family residential dwelling unit shall provide at minimum one feature from each of the following categories:
- a. Private outdoor space.
    - i. Front porch (minimum 30 square feet in area).
    - ii. Front-facing balcony (minimum 50 square feet in area).
    - iii. Rear terrace (minimum 100 square feet in area).
    - iv. Rooftop terrace (minimum 150 square feet in area).
    - v. Private yard space with at least one tree (minimum 150 square feet in area).
  - b. Architectural projection.
    - i. Projection window (bay or bow).
    - ii. Turret.
    - iii. Covered balcony or porch.
    - iv. Alternative approved by Mayor and City Council.
  - c. Roof element.
    - i. Dormers.
    - ii. Front gable or pediment.
    - iii. Rooftop terrace.
    - iv. Varied gable system.
    - v. Cornice detailing.
    - vi. Alternative approved by the Mayor and City Council.
  - d. Unit or façade variation (required when more than five units front on a single block face in single-family attached dwellings).
    - i. Change in brick/stone color or a change in masonry material.
    - ii. Change in window composition.
    - iii. Projection or recess of an architectural feature that is a minimum of five feet deep or 15 feet tall (used to distinguish and separate façades vertically because of the significance of the projection).
    - iv. Alternative approved by the Mayor and City Council.
  - e. Recessed window systems. Window systems recessed from the façade of the building a minimum of one and three-quarters inches. This reveal shall be accomplished through the design of the window casing reveals and frames.

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- E. Setbacks. The intention of this section is to encourage walkability and to promote construction closer to street rights of way than in other districts, so that the area increasingly demonstrates and retains a downtown character. The maximum front yard setback within the downtown overlay district shall be ten feet. The side yard setback may be zero where buildings meet applicable fire safety codes. In all other cases, the minimum side yard setback shall be five feet. The minimum rear yard setback shall be five feet.
  - F. Building Height. Building height shall not exceed forty-five feet, or three (3) stories. The minimum first floor height for developments along Fourth Avenue shall be fourteen feet.
  - G. Landscaping. Landscaping shall comply with the provisions of Section 17.110.060, in addition to the standards described herein.
    - a. On every site involving new development or redevelopment, a landscape plan shall be submitted for review and approval. The landscape installation shall be identical to the landscape plan approved by the Mayor and Council.
  - H. Additional Site Requirements.
    - a. Garage doors shall not take up more than 40 percent of the linear width of any street facing façade and shall be offset from the front façade a minimum of five feet.
    - b. All single-family attached buildings shall include a continuous street/sidewalk no less than four (4) feet in width connecting front entrances of all dwellings.
    - c. Front-loaded uses that have garages shall provide driveways at least 25 feet in depth, as measured from back of sidewalk to the garage door, sufficient to accommodate a passenger vehicle without any portion of the vehicle overhanging or obstructing adjacent sidewalks.

#### **17.91.042 Non-single-family residential development standards.**

- A. Applicability. The building design regulations of this section apply to all buildings in the Downtown Overlay District that are used for non-single-family residential purposes to include multi-family residential buildings, mixed use residential buildings, or residential over commercial buildings.
- B. Applicable facades. The building design regulations apply to all facades visible from the street, facing streets, facing main parking lots, and adjacent to or visible from required open spaces, unless otherwise noted.
- C. Facades style shall be in accordance with one of the following architectural styles to better align with the historic nature of the downtown area:
  - i. **Victorian, Queen Anne.**
    - 1. **Massing and Composition.** Queen Anne Victorian front facades are usually asymmetrical, fitted with a variety of bold textures, colors, and/or patterns. Where residential building types are residential use, symmetry is permitted.
    - 2. **Walls and Facades.** Wall and façade surfaces shall not be flat. Instead, textural materials, such as shingles (including patterned), half timbering, and decorative spindlework. Variation in form can be achieved through the use of features such as projecting bays and decorated gables.
    - 3. **Porches and Stoops.** Residential buildings usually include asymmetrical porches that often wrap around one or both sides of the home. Slender columns or turned post porch supports can be decorated with spindlework and/or other decorative wood trim. Stoops are not allowed on the principal façade.
    - 4. **Roofing.** Queen Anne buildings shall feature steeply pitched roofs with cross gables or large dormers.



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5. **Windows and Doors.** A variety of windows and doors may be appropriate, subject to approval during the plan review process.
  6. **Additional Identifiable Features.**
    - a. Round or polygonal corner towers, typical of two (2) story buildings.
    - b. Prominent chimneys, occasionally decorative.

ii. **Victorian, Folk.**

1. **Massing and Composition.** Folk Victorian facades are typically simple in massing, featuring symmetrical facades, except when a front gable or wing is present, and generally follow a one to two-story structure height.
2. **Walls and Facades.** Material changes should occur vertically in the structure, not horizontally. For instance, foundation walls should utilize stone, brick, or other comparable masonry.
3. **Porches and Stoops.** Porches should include an even number of columns that are squared or turned. Stoops are not allowed on the principal façade.
4. **Roofing.** Simple gable roofs are typical, but pyramidal roofs are also permitted.
5. **Windows and Doors.** Windows and doors shall be aligned with openings between columns so that they are visible from the street and should be placed in a repetitive pattern along each building side. Windows shall be traditional single or double hung. Appropriate sash division should be 2-over-1, 2-over-2 or 4-over-1. Casement style windows may be used in accent locations. Windows with arched tops are not permitted.
6. **Additional Identifiable Features.**
  - a. Chimneys shall not be on the front façade.

iii. **Arts and Crafts (Craftsman).**

1. **Massing and Composition.** Craftsman or bungalow styles typically feature a square or rectangular floor plan and shall follow a one to one and one-half story structure height.
2. **Walls and Facades.** Craftsman styles typically feature clapboard or wood shingles. Stone, brick, and/or stucco shall serve primarily as accent materials to achieve visual interest.
3. **Porches and Stoops.** Porches are typically large front porches with heavy porch columns. Columns may be tapered, square, paired, or set upon stone or brick piers. Prominent gabled or shed roofed dormers are common; front facing gables should be on the front porch, a projecting dormer, or at the main roof line.
4. **Roofing.** Craftsman buildings shall feature low pitched gable or hipped roofs.
5. **Windows and Doors.** Windows shall be multi-pane. Windows with arched tops are not permitted.
6. **Additional Identifiable Features.**
  - a. Chimneys shall not be on the front façade.
  - b. Overhanging eaves with exposed rafters or braces.

iv. **Art Deco.**

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1. **Massing and Composition.** Art Deco styles typically feature a rectangular form and a sleek, linear appearance. The often appear monolithic with decorative motifs and can have either asymmetrical or symmetrical facades.
  2. **Walls and Facades.** Art Deco styles typically feature distinctive smooth finish walls and facades. Materials used to achieve this shall include stucco, concrete block, glazed brick, or mosaic tiles.
  3. **Porches and Stoops.** Traditional porches are not permitted.
  4. **Roofing.** Flat roofs are the only roof style permitted. Roofs are often decorated with parapets, spires, or tower-like constructs.
  5. **Windows and Doors.** Windows typically appear as strong openings in the walls, either square or round. Entrances are often surrounded with elaborate plasters and pediments, and door surrounds are often embellished with either reeding or fluting.
  6. **Additional Identifiable Features.**
    - a. Decorative detailing can be either hand-crafted or machine-made decorations. Typically, they are geometric and feature patterns like triangular shapes, zigzags, chevrons, exaggerated curves, and floral patterns.
    - b. Bright colors shall be used in moderation, for accent features.

**v. Alternate approved by the Mayor and City Council.**

- D. Dumpsters. Dumpster and service areas shall be completely screened with landscaping, a fence, a wall, or a combination thereof and located to minimize the visibility from adjacent properties and rights-of-way.
- E. Exterior finish materials.
- a. Primary building materials.
    - i. Primary building materials shall be used on at least 70 percent of any building façade, calculated on the basis of each individual façade.
    - ii. Primary building materials include brick, including full-depth and half-depth masonry brick; stone, including unpainted natural stone, unpainted cast stone having the appearance of natural stone; and unpainted terracotta. Simulated veneers are prohibited.
  - b. Secondary building materials.
    - i. Secondary building materials may be used on up to 30 percent of any exterior building façade, calculated on the basis of each individual façade.
    - ii. Secondary building materials include wood, including natural wood or cement-based artificial wood siding; shingles, including wood or cement-based shakes and shingle.
  - c. Other Standards.
    - i. Building materials, other than those expressly identified in this section, may be used on up to ten percent of any exterior building façade, provided they have not been prohibited by this section.
    - ii. Material proportion calculations shall not include building foundations, window systems, and doors. Proportions are calculated on the basis of each individual façade.
    - iii. Materials shall continue around the corner of the building onto façades not visible from the public street a minimum depth of one architectural bay.

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- iv. Prohibited materials. Synthetic stucco, concrete masonry units (CMU), and vinyl are not permitted as exterior finish materials.
  - v. Building façades shall be constructed of no more than three primary materials and/or colors. Additional materials may be used as secondary, trim, or accent materials.
    - 1. Exterior colors shall be compatible with the colors on adjacent buildings, subject to review by the planning commission. Proposed colors shall be specified on the site plan. Colors must be in accordance with the preset palette of accepted colors for the overlay district.
  - d. Awnings. Awnings shall be permitted on buildings as follows:
    - i. Structural awnings/canopies are encouraged at the ground level to enhance articulation of the building volumes.
    - ii. The material of awnings and canopies shall be architectural materials that complement the building such as metal flashing and wood trim. Some fabrics may be allowed; however, vinyl is prohibited.
    - iii. Awnings/canopies shall not be internally illuminated.
    - iv. Awnings/canopies shall not exceed the length of fifty feet without a break.
    - v. Awnings/canopies, when installed, shall extend a minimum of three feet and a maximum of five feet over the sidewalk or right-of-way, whichever is closer.
    - vi. Awnings and canopies are not recommended adjacent to street trees and lighting.
    - vii. Awnings shall be attached directly to the building, rather than supported by columns or poles.
  - F. Building articulation on street facing façades. The ground story of all non-single-family residential façades fronting Fourth Avenue shall contain the following elements.
    - a. Cornice/articulated floor line. The cornice visually separates one floor from the adjacent floor(s). The cornice can be articulated with a change of color, pattern, or material.
    - b. Sign board. A sign board shall be an area between the cornice and window system where a wall sign is placed. The sign board shall be a minimum of two feet in height and shall extend the width of each architectural bay.
    - c. Transom. Transoms are horizontally articulated windows located below the sign board. The window system shall extend the full width of the architectural bay or tenant space but may be separated by mullions and muntins consistent with the design aesthetic. Grilles are prohibited.
    - d. Recessed entry. Recessed entries are important to the retail experience to protect the users from inclement weather, increase the amount of space in which to display merchandise, and to ease the transition of users to and from the public realm. Entryways shall be recessed from the plane of the shopfront façade a minimum of three feet.
    - e. Display window. Display windows provide frames for retail users to display merchandise and contribute to the active and vibrant character along the historic street front. Display windows shall not be separated with mullions, muntins, or grilles.
    - f. Bulkhead. Bulkheads shall be a minimum of 18 inches in height and shall extend the full length of the architectural bay or tenant space.
    - g. Fenestration. Fenestration proportions shall comply with standards in this section. Grilles, other faux features, and metal shopfront window systems are prohibited.

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- G. Wall projections. In order to avoid large expanses of flat (one-dimensional) exterior walls along sidewalks, building façades over 50 feet in length along a street, shall incorporate wall projections or recesses a minimum of 12 inches in depth. The combined length of such recesses and projections shall constitute at least 20 percent of the total façade length along the public street.
- H. Vertical divisions. Each structure shall provide a minimum of one of the following to divide the façade into vertical divisions at increments no greater than 100 feet as measured along the base of the façade.
- a. A change of façade material and window system from grade to roof; or
  - b. Change of building height of at least one story; or
  - c. A change in façade composition and/or architectural style from grade to roof; or
  - d. An open space or pedestrian passage with a minimum width of ten feet and a minimum depth of 30 feet.
  - e. Similar means intended to convey the impression of separate buildings.
  - f. Change in color alone, window system alone, or setback alone, do not satisfy this requirement.
- I. Rooflines. Building roof lines along street-facing façades shall change at least once every 200 feet of façade length. This change shall occur for a minimum length of 20 feet and be accomplished through at least one of the following:
- a. A change of roof parapet wall height and material.
  - b. A change of roof cornice design.
  - c. A change in the number of stories.
  - d. A change in roof-shape.
- J. Blank walls. Blank wall area applies to ground and upper story façades visible from a street (not including an alley) or open space.
- a. Blank wall area is measured in linear feet applied in both vertical and horizontal directions.
  - b. There shall be no more than 20 feet of blank wall area.
  - c. Blank wall area can be broken up or interrupted to meet these provisions with any one of the following interventions:
    - i. Fenestration.
    - ii. Substantial material change. Changing or alternating paint colors alone does not constitute a material change.
    - iii. Façade articulation greater than 12 inches in depth.
    - iv. Patterns and designs articulated with building materials.
    - v. Vertical green walls, made of landscaped material specified for vertical, climbing growth.
- K. Residential balconies.
- a. Where balconies are incorporated into the building design, they shall be integral to the façade.
  - b. Balconies on stepped-back stories may be independently secured, extending from the façade as a cantilever.
  - c. Juliet balconies are prohibited.
- L. Window systems.

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- a. A minimum of 50 percent of commercial façades and 25 percent of residential façades shall be covered with fenestration. Fenestration percentage is calculated based on façade area and by floor. The façade area used to determine fenestration is measured from the top of the finished door to the top of the finished floor above or top of a roof parapet.
  - b. Fenestration requirements apply to façades that abut a public or private street (not including an alley), or a required open space.
  - c. Glass used to satisfy fenestration requirements shall be unpainted, shall have a transparency (visible light transmission) higher than 70 percent and shall have an external reflectance of less than 15 percent. Transparency and external light reflectance shall be established using the manufacturer's specifications.
  - d. Glazed doors, window frames, sashes, mullions, and similar features that are integral to the window system count towards fenestration requirements. Opaque doors and windows do not.
  - e. No shades, blinds, or other coverings are permitted on the ground floor fenestration of any non-residential building.
  - f. Grilles, inoperable shutters, and other faux window treatments are prohibited.
  - g. Window systems shall be recessed from the façade of the building a minimum of three inches. This reveal shall be accomplished through the design of the window casing reveals and frames.
- M. Setbacks. The intention of this section is to provide uniformity of development so that the downtown area retains its current character. The maximum front yard setback within the downtown overlay district shall be ten (10) feet. The side yard setback may be zero (0) where buildings meet applicable fire safety codes. In all other cases, the minimum side yard setback shall be five (5) feet. The minimum rear yard setback shall be five (5) feet.
- N. Building Height. Building height shall not exceed forty-five feet, or three stories. The minimum first floor height for developments along Fourth Avenue shall be fourteen feet.
- O. Landscaping. Landscaping shall comply with the provisions of Section 17.110.060, in addition to the standards described herein.
- a. On every site involving new development or redevelopment, a landscape plan shall be submitted for review and approval. The landscape installation shall be identical to the landscape plan approved by the Mayor and Council.

#### **17.91.043 Non-residential development standards.**

- B. Applicability. New non-residential buildings shall be required to meet the design regulations of this section which apply to all buildings in the Downtown Overlay District that are used for non-residential purposes to include commercial buildings and mixed commercial buildings.
- C. Primary Frontage. Primary frontages must be constructed at the required build to line. Where there is required greenspace or open space between the proposed building and streetscape, the build to line may extend around said open space perimeter.
- D. Applicable facades. The building design regulations apply to all facades visible from the street, facing streets, facing main parking lots, and adjacent to or visible from required open spaces, unless otherwise noted.
  - a. Facades style shall be in accordance with one of the following architectural styles to better align with the historic nature of the downtown area:
    - i. **Victorian, Queen Anne.**

- 
1. **Massing and Composition.** Queen Anne Victorian front facades are usually asymmetrical, fitted with a variety of bold textures, colors, and/or patterns. Where residential building types are residential use, symmetry is permitted.
  2. **Walls and Facades.** Wall and façade surfaces shall not be flat. Instead, textural materials, such as shingles (including patterned), half timbering, and decorative spindlework. Variation in form can be achieved through the use of features such as projecting bays and decorated gables.
  3. **Porches and Stoops.** Residential buildings usually include asymmetrical porches that often wrap around one or both sides of the home. Slender columns or turned post porch supports can be decorated with spindlework and/or other decorative wood trim. Stoops are not allowed on the principal façade.
  4. **Roofing.** Queen Anne buildings shall feature steeply pitched roofs with cross gables or large dormers.
  5. **Windows and Doors.** A variety of windows and doors may be appropriate, subject to approval during the plan review process.
  6. **Additional Identifiable Features.**
    - a. Round or polygonal corner towers, typical of two (2) story buildings.
- ii. **Prominent chimneys, occasionally decorative. Victorian, Folk.**
1. **Massing and Composition.** Folk Victorian facades are typically simple in massing and shall feature symmetrical facades. Front gables are not recommended for commercial buildings, unless it is a commercial house building type.
  2. **Walls and Facades.** Material changes should occur vertically in the structure, not horizontally. For instance, foundation walls should utilize stone, brick, or other comparable masonry.
  3. **Porches and Stoops.** Porches are only permitted for commercial house building types. Porches should include an even number of columns that are squared or turned. Stoops are not allowed on the principal façade.
  4. **Roofing.** Simple gable roofs are typical, but pyramidal roofs are also permitted. Flat roofs are recommended for shopfront and mixed-use buildings.
  5. **Windows and Doors.** Windows and doors shall be aligned with openings between columns so that they are visible from the street and should be placed in a repetitive pattern along each building side.
  6. **Additional Identifiable Features.**
    - a. Chimneys shall not be on the front façade.
- iii. **Arts and Crafts (Craftsman).**
1. **Massing and Composition.** Craftsman or bungalow styles typically feature a square or rectangular floor plan and shall follow a one to one and one-half story structure height.
  2. **Walls and Facades.** Craftsman styles typically feature clapboard or wood shingles. Stone, brick, and/or stucco shall serve primarily as accent materials to achieve visual interest.
  3. **Porches and Stoops.** Porches are only permitted for commercial house building types. Porches are typically large front porches with heavy porch columns.

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Columns may be tapered, square, paired, or set upon stone or brick piers. Prominent gabled or shed roofed dormers are common; front facing gables should be on the front porch, a projecting dormer, or at the main roof line.

4. **Roofing.** Craftsman buildings shall feature low pitched gable or hipped roofs.
5. **Windows and Doors.** Windows shall be multi-pane. Windows with arched tops are not permitted.
6. **Additional Identifiable Features.**
  - a. Chimneys shall not be on the front façade.

iv. Overhanging eaves with exposed rafters or braces. **Art Deco.**

1. **Massing and Composition.** Art Deco styles typically feature a rectangular form and a sleek, linear appearance. The often appear monolithic with decorative motifs and can have either asymmetrical or symmetrical facades.
2. **Walls and Facades.** Art Deco styles typically feature distinctive smooth finish walls and facades. Materials used to achieve this shall include stucco, concrete block, glazed brick, or mosaic tiles.
3. **Porches and Stoops.** Traditional porches are not permitted.
4. **Roofing.** Flat roofs are the only roof style permitted. Roofs are often decorated with parapets, spires, or tower-like constructs.
5. **Windows and Doors.** Windows typically appear as strong openings in the walls, either square or round. Entrances are often surrounded with elaborate plasters and pediments, and door surrounds are often embellished with either reeding or fluting.
6. **Additional Identifiable Features.**
  - a. Decorative detailing can be either hand-crafted or machine-made decorations. Typically, they are geometric and feature patterns like triangular shapes, zigzags, chevrons, exaggerated curves, and floral patterns.
  - b. Bright colors shall be used in moderation, for accents.

- E. **Dumpsters.** Dumpster and service areas shall be completely screened with landscaping, a fence, a wall, or a combination thereof and located to minimize the visibility from adjacent properties and rights-of-way.
- F. **Street level façade.** New non-residential development shall provide a street level façade that includes all of the following architectural features:
  - a. A non-glass base or knee wall below all windows beginning at grade and extending to a point no less than eight (8) inches but not more than twenty-four (24) inches above the sidewalk area at the build-to line. Knee wall may be waived when directly abutting a private patio.
  - b. A combination of glass display windows and doors covering a minimum of seventy-five (75) percent of the area of the facade that is located along the build-to line at the ground floor of the building.
  - c. Glass display windows shall be clear and provide visibility into the interior the building for minimum depth of two and one-half (2.5) feet.
  - d. Glass display windows shall be at least 8 feet tall, as measured from the sidewalk.



- e. Primary pedestrian entrances on the street facade shall be recessed a maximum of seven (7) feet from the exterior façade. All other doors located along street frontage shall be of a character that matches with the surrounding downtown area.
  - f. A glass transom located above glass display windows and the entry door shall be between 24 inches and 36 inches tall, no more or less.
  - g. Provides no length of facade exceeding twenty (20) feet without intervening glass display windows or glass doors.
  - h. A sign band area located above the glass transom having a minimum height of thirty-six (36) inches. The sign band area is the area between the top of the transom window and cornice line.
  - i. A cornice line above the sign band a minimum height of eight (8) inches.
  - j. Street address numbers, a minimum of six (6) inches in height, located above the primary pedestrian entrance.
  - k. Finished ceiling height shall be a minimum of fourteen (14) feet.
  - l. Exterior height of single-story buildings shall be a minimum of eighteen (18) feet as measured at top of parapet. Parapet shall enclose all sides of the roof.
- G. Setbacks. The intention of this section is to provide uniformity of development so that the downtown area retains its current character. The maximum front yard setback within the downtown overlay district shall be ten (10) feet. The side yard setback may be zero (0) where buildings meet applicable fire safety codes. In all other cases, the minimum side yard setback shall be five (5) feet. The minimum rear yard setback shall be five (5) feet.
- H. Landscaping. Landscaping shall comply with the provisions of Section 17.110.060, in addition to the standards described herein.
- a. On every site involving new development or redevelopment, a landscape plan shall be submitted for review and approval. The landscape installation shall be identical to the landscape plan approved by the Mayor and Council.

#### 17.91.044 Streetscape requirements.

- A. Applicability. Any existing or new streets within the Auburn Downtown Overlay District shall include a streetscape comprised of planting zone, sidewalk zone, and supplemental zone. These elements shall continue the full length of the new or improved street, continuous except for crossings for driveways and utilities.

Table 17.91.044 Downtown Streetscape Standards			
Road Type	Planting Zone Width	Sidewalk Zone Width	Supplemental Zone Width
	Streetscape Realm		
Downtown Road Type 1: Neighborhood Access  [D1]	7 ft min.	5 ft min.	At least 6 feet but no more than 20 ft.

Downtown Road Type 2: Neighborhood Corridor  [D2]	7 ft min.	6 ft min.	At least 6 feet but no more than 20 feet.
Downtown Road Type 3: Mixed-Use Access  [D3]	7 ft min.	Abutting residential treatment: 6 ft min.  Abutting storefront treatment: 8ft min.	At least 10 feet but no more than 20 feet.
<p>[D1]: These roadways tend to be classified as Local Roads by GDOT. Designed to support mobility within new and established neighborhoods.</p> <p>[D2]: These roadways tend to be classified as Local Roads by GDOT. Designed to support mobility among established neighborhoods and access to local goods and services.</p> <p>[D3]: These roadways tend to be classified as Major or Minor Collectors by GDOT. Designed to support land access and circulation in mixed-use and in moderate density areas.</p>			

**1. The Planting Zone shall conform to the following standards:**

- a. The planting zone is reserved for the placement of trees, street-lights, groundcover, utility poles, fire hydrants, traffic control boxes, waste receptacles or similar elements in a manner that does not obstruct pedestrian access or visibility.
- b. Street-lights are required in the planting zone. All light sources shall be shielded to prevent illumination spillover onto properties and shall be compliant with the International Dark Skies Association Standards and full cut-off. Street light poles and luminaires shall be subject to approval by the Mayor and City Council.
- c. Street trees are required in the planting zone. Street trees shall be planted no farther apart than 50 feet on center and shall be spaced at an equal distance from required street-lights.
- d. Street trees abutting parallel on-street parking spaces shall be aligned with the stripes of abutting parallel on-street spaces. Alternatively, if the abutting on-street spaces are angled rather than parallel, a curb stop shall be installed that ensure the car does not damage the tree trunk.
- e. Each street trees in the planting zone shall have a minimum area suitable for root growth of 200 square feet or more and a suitable soil depth of three (3) feet or more.
- f. Each street tree shall be at minimum 14 feet tall and three-inch (3-inch) caliper at time of planting. Said trees shall be limbed to a height of at least seven (7) feet.
- g. Each street tree shall be an overstory species from the following list:
  - i. Red Maple
  - ii. Sugar Maple
  - iii. River Birch
  - iv. Ginkgo (males only)
  - v. Northern or Southern Red Oaks
  - vi. Nuttal Oak
  - vii. American Beech

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- viii. Shumard Oak
  - ix. Willow Oak
  - x. Red Ash

- h. In the event that overhead utilities prohibit the planting of an overstory street tree, the affected overstory tree may be replaced with an understory tree from the following list:
  - i. American Hornbeam
  - ii. Eastern Hophornbeam
  - iii. Eastern Redbud
  - iv. Flowering Dogwood
  - v. Southern Magnolia (Little Gem)
  - vi. Sourwood
  - vii. Serviceberry
  - viii. Washington Hawthorne
  - ix. Carolina Silverbell
  - x. Witch Hazel
- i. The planting zone width in the Downtown Overlay shall be measured from the back of the curb to the start of the sidewalk zone as applicable per Table 17.91.044 Downtown Streetscape Standards.
- j. In the event that the planting zone cannot be accommodated as a result of a condition outside of the control of the applicant, the City Planner, or their designee is authorized to approved one of the alternative design options listed in this section, in order to provide alternative accommodation for the required street trees and street-lights:
  - i. *Landscaped Bulb-Out Option.* Street tree requirements may be met by planting the required trees in landscaped bulb-outs installed between on-street parking spaces on roads where on-street parking is permitted.
  - ii. *Sidewalk Cut Out Option.* Street tree requirements may be met by increasing sidewalk width to a minimum 10 feet along the full length of the streetscape and planting the required trees in sidewalk cut outs.
    - a) Each sidewalk cut out shall offer a minimum area of 32 square feet.
    - b) Each sidewalk cut out shall provide a minimum width of four (4) feet and a minimum length of eight (8) feet. The longer side shall run parallel to the street.
    - c) Each sidewalk cut out shall be covered by mulch, gravel, ground cover or grass. Other cover types including grates shall require City Planner, or their designee approval.
  - iii. *Supplemental Zone Option.* On streets abutting residential uses where it is necessary to relocate a required street tree to prevent roadway visibility issues or utility conflicts, the City Planner, or their designee may authorize relocation of said tree to the supplemental zone.
  - iv. Where an alternative option approved, the City Planner, or their designee shall have final say as to the installation locations of required street-lights.

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**2. The Sidewalk Zone shall conform to the following standards:**

- a. Sidewalk width shall comply with Table 17.91.044 Downtown Streetscape Standards.
- b. Sidewalk Zone is reserved for the provision of a paved sidewalk designed to offer a cross slope of no more than three (3) percent.
- c. The Sidewalk Zone shall offer an overhead pedestrian clearance of at least eight (8) feet.
- d. Sidewalk width shall remain consistent along the full length of the streetscape but may taper as it crosses into new street classifications with Community Development Department approval. Tapering shall occur at a new block crossing, street, or driveway.
- e. Any paving including concrete, special or decorative paving shall continue across any intervening driveway.

**3. The Supplemental Zone shall conform to the following standards:**

- a. Terraces, porches, stoops, and stairs may encroach into the Supplemental Zone if after the proposed encroachment there remains an unobstructed 5-foot-wide portion of the supplemental zone available for pedestrian access.
  - b. Terraces, porches, stoops, and stairs that encroach into the sidewalk clear zone shall have a maximum finished floor height of two (2) feet above finished grade.
  - c. Balconies on upper stories of multistory buildings and awnings for pedestrian entrances shall provide a minimum overhead clearance of eight (8) feet above grade.
  - d. Where abutting Residential uses, a minimum of 40% of the horizontal area adjacent to the residences shall be landscaped.
  - e. Where abutting Non-single family residential or Non-residential uses, a minimum of 75% of the horizontal area adjacent to the non-residential or mixed-use buildings shall be hardscaped.
  - f. The City Planner, or their designee is authorized to reduce required supplemental zone width where planting zones are increased to a minimum width of 10 feet to support outdoor dining.
4. Maintenance. Any existing private street streetscape components, shall be maintained by the property owner in good repair and in safe and unobstructed condition.

**17.91.045 Greenspace / open space requirements.**

- A. Intent. Greenspace / open space is an area on a lot designated to be used for active or passive recreation. It is calculated as a percentage of total lot area. This section is intended to ensure adequate recreation and open space areas are available to residents and tenants. High quality greenspace will promote the health and well-being of residents by encouraging physical activity, pedestrian oriented design and amenities, and greater social interaction to advance the vision of the Auburn Downtown Overlay District and its intentions.
- B. Applicability.
  - 1. Every non-residential, mixed-use, and multi-family downtown development shall provide open space having a cumulative area of no less than 10 percent of the total lot area. This shall be measured by multiplying the total lot area by the minimum greenspace / open space percentage specified in this section.
  - 2. Projects resulting in the construction of three or fewer single family detached dwelling units each upon their own single lot (i.e., infill development) or where the calculated required open space does not exceed 400 square feet as a result of small lot size are exempt from greenspace / open space requirement.

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3. No portion of any detention facility or stream buffer may be credited towards satisfaction of the greenspace minimum.
  4. No portion of outdoor space may be placed within a required transitional buffer or stream buffer, except for multi-use paths or trails.
  5. The required open space shall be provided on site and shall meet the standards of either private greenspace or public greenspace below.
  6. No portion of the required streetscape may be credited towards open space minimums, except for those portions of supplemental zones abutting residential treatment which are located wholly upon private lots and functionally serve as yards.
  7. Greenspace must be constructed or dedicated as part of the first phase of construction, in an amount equivalent to the first phase proportion of the development.

C. Private greenspace.

1. Private greenspaces are amenities which are generally reserved for use by building tenants and owners and which may not necessarily be accessible to the public. Examples include roof decks, pool amenity areas, pet care areas, court yards, yards, balconies or porches.
2. Balconies or porches intended for single household use shall provide a minimum eight (8) foot depth and minimum five (5) foot width. Juliet balconies are not eligible for open space credit.
3. Private greenspaces shall provide a minimum area of 400 square feet of horizontal contiguous space.
4. Common outdoor spaces shall provide overhead clearance of at least eight (8) feet.
5. Individual unit balconies or individual unit porches shall provide a minimum length of eight (8) feet and minimum width of five (5) feet. To receive credit for said balconies or porches, users must be able to exit their unit completely by stepping onto an adjacent platform. Juliet balconies are not eligible to be credited towards open space minimums.
6. Court yards shall not be enclosed by walls or fences for more than 75% of the perimeter of the greenspace and/or open space, with the exception of a wall or fence shorter than four (4) feet tall.
7. Enclosed or roofed accessory structures are permitted within courtyards provided enclosed or roofed structures do not occupy more than 20 percent of the total outdoor space.
8. Common outdoor spaces shall be made available to all tenants of a building, at no cost, during the hours of operation of the building. The space may not be made permanently reserved or in any way exclude the tenant during the time it is required to be made available to all tenants.

D. Pedestrian outdoor greenspace standards.

1. Pedestrian outdoor greenspace are amenities that are publicly accessible and located in close proximity to the public sidewalk. Examples include plazas, patios, paths, and trails.
2. The finished floor or ground surface of a pedestrian space must be located either at the same grade as the pedestrian clear zone (see Section 17.91.044.A.2 Sidewalk Zone) or within the ground floor elevation minimums or maximums specified in the Zoning Ordinance.
3. Pedestrian space shall abut and be directly accessible from the public sidewalk along the primary frontages.
4. Pedestrian space cannot be separated from the sidewalk by any structure for more than 40% of the width of the open space, with the exception of a wall or fence shorter than 3 feet tall.
5. The façade facing the pedestrian space must meet storefront or residential treatment standards.
6. Mechanicals and utility equipment shall not be located within a pedestrian open space or between a pedestrian space and an adjacent building façade.

E. Additional regulations.

1. All single-family attached and duplex developments, in excess of two (2) acres, shall be required to provide and maintain a minimum of twenty (20) percent active greenspace that meets requirements of this Chapter.
2. Calculations for active greenspace / open space shall exclude required sidewalks and landscape strips but may include the following:
  - i. Common square, green, or plaza improved for pedestrian use.
  - ii. Active, non-commercial park.
  - iii. Walking or bicycle trails.
  - iv. Gardens.
  - v. Alternate approved by the Mayor and City Council.

### 17.91.050 Redevelopment improvement standards.

A. Applicability.

1. Renovations, alterations, adaptations, additions, restorations, repairs, or other redevelopment of a structure, portions of a structure, or site, that was in existence prior to the adoption of this Chapter, shall be subject to this Section.
2. Redevelopment projects require compliance with the current Zoning Code sections based on the scope of work triggers outlined in Table 17.91.050 Redevelopment Improvements.
3. Notwithstanding the above applicability, the added cost to construct the improvements shall not exceed 125 percent (125%) of the fair market value of the structure immediately prior to such redevelopment or \$20,000.00, whichever is greater. In such cases, the provisions requiring completion shall be applied in the order listed in the table below until the 125 percent (125%) cap is met.

B. **Exemptions.** This Section shall not apply to single-family attached or detached uses.

C. **Redevelopment Improvements.** For any project applicable under this Section, the applicant shall incorporate the following additional improvements, subject to the requirements of Section 17.91.040 Development Standards, into the proposed (discretionary) scope of work:

**Table 17.91.050 - Redevelopment Improvements based on Proposed Scope of Work**

● = Mandatory Compliance with indicated section

	Exterior Materials	Parking Lot Design	Trees and Landscaping	Sidewalk installation	Dumpster enclosure
Building addition (greater than 25% of existing building area)	●	●	●	●	●
Parking improvements	—	●	●	●	●
Exterior improvements to the structure		—	●	●	●

Interior improvements (greater than 50% of floor area)	—	—	●	—	●
New use (no construction otherwise outlined in this chart)	—	●	—	—	●
New construction	●	●	●	●	●

### 17.91.060 Property maintenance.

- B. Applicability.** The regulations and requirements of this section apply to all properties within the Auburn Downtown Overlay District and shall supplement the regulations of the underlying zoning district.
- C. Responsibility.** The owner of the premises shall maintain the structures and exterior property in compliance with these regulations. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition, and which do not comply with the provisions of this Section. Vacant structures and properties, or any vacant land shall be maintained in a clean, safe, secure, and sanitary condition as provided herein so as to not adversely affect public health or safety.
- D. Exterior Property Areas.**
- 1. Sidewalks and driveways.** All sidewalks, walkways, stairs, driveways, parking areas, and any similar areas shall be kept in a proper state of repair.
  - 2. Yards.** All yards and exterior property shall be maintained free from weeds or other overgrown vegetation greater than 12 inches in height. Weeds shall be defined to include all grasses, annual plants, and rank vegetative growth; this term shall not include cultivated flowers, fruits and vegetables, gardens, or permitted trees and shrubs.
- E. Exterior Structures.**
- 1. General.** The exterior of a structure shall be maintained in good repair, structurally sound, and sanitary so as not to pose a threat to the public health, safety, or welfare.
  - 2. Exterior treatment.** All exterior surfaces, including but not limited to doors, door and window frames, and cornices shall be maintained in good condition. Exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by painting, or other protective covering or treatment. Peeling or chipped paint shall be removed, and surfaces repainted. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust. Any surface with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion.
  - 3. Stairways, decks, porches, and balconies.** Any exterior stairway, deck, porch, balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair and with proper anchorage to support imposed loads.
  - 4. Accessory structures.** All accessory structures, to include garages, storage buildings, fences, and walls, shall be maintained structurally sound and in good repair.
- F. Garbage, litter, and debris.**
- 1. Refuse accumulation.** All exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage, litter, or debris.

### 17.91.070 Signage.

- A. Applicability.** The regulations and requirements of this section apply to all signs within the Auburn Downtown Overlay District and shall supplement the regulations of the underlying zoning district. Where

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applicable, signage in the Auburn Downtown Overlay District shall also comply with the requirements of Auburn's Zoning Code Chapter 17.120. Signs.

- B. General Design. The overall design of all signage including the mounting framework shall relate to the design of the principal building on the property. Buildings with a recognizable style such as Victorian, Arts and Crafts, Art Deco, et al., should use signage of the same style. For buildings without a recognizable style, the sign shall adopt the decorative features of the building or the elements of one of the aforementioned styles, utilizing the same materials and colors as the façade.
- C. Purpose. It is the purpose of this section to promote public health, safety, and general welfare through reasonable, consistent, and non-discriminatory sign standards unique to the Auburn Downtown Overlay District. Sign copy is permitted if all other guidelines are met (size and quality).
- D. Permit Required. A permit for any sign in this district shall be required before placement, erection, or installation. All signs are subject to review and approval through the Overlay Architectural Review (OAR) process.
- E. Prohibited Signs.
  - 1. Off premises signs are prohibited.
  - 2. Portable signs are prohibited except one A-frame "sandwich" sign will be allowed per business.
  - 3. Roof top signs are prohibited.
  - 4. Electronic message board signs are prohibited.
  - 5. Inflatable, moving, animated and revolving signs are prohibited.
- F. Measurements.
  - 1. Sign Area
    - a. Unless otherwise stated, "sign area" refers to the area of the sign face as defined in Chapter 17.120. Signs. For signs on background, the entire framework or background of the sign is calculated as the sign area, including any material or color forming the sign face or the background used to differentiate the sign from the sign structure against which it is placed.
    - b. Permitted area may be divided up between a maximum of three signs. No single sign shall exceed eighty (80) square feet.
    - c. For double faced signs, provided only one side can be seen from the public right-of-way at any location, the sign area shall be computed by the measurement of the face with the largest sign area.
    - d. The total maximum allowable sign area for all wall mounted signs is two (2) square feet per linear front foot of the principal building on a public right-of-way including multi-tenant buildings. Signs affixed to awnings shall be considered a wall mounted sign.
    - e. The total allowable square footage of display area, per side of a monument sign is thirty-six (36) square feet.
    - f. Signs projecting from the building face shall not exceed fifteen (15) square feet or project farther than five feet or one-half the distance to the street curb, whichever is less.
    - g. Changeable copy message boards shall not exceed twenty-five (25) square feet and shall be counted toward the maximum square footage allowed for on-site signs.
  - 2. Sign Height (for Freestanding Signs).



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- a. The height of the sign shall be measured from the finished grade, which shall not be raised so as to create additional sign height, or to the height of the roadway crown of the adjacent street which the sign faces, whichever is lower, to the highest point of the sign structure, including the bracket, supports, and any sign face surrounds.
  - b. Freestanding signs shall not be taller than eight (8) feet.

G. Mounting and Placement.

1. Signs shall be mounted or erected so they do not obscure the architectural features or openings of the building.
2. Signs and/or sign structures shall not extend into or above or be anchored or placed in any portion of the right-of-way unless projecting from a building in conformance with this article.
3. Any sign placed on a sidewalk, walkway, or other public right-of-way shall comply with the criteria of this section and applicable provisions of the Americans with Disabilities Act (ADA).
4. No sign or portion of a sign shall extend above the cornice line at the top of the building face.
5. Free standing signs must be located a minimum of ten (10) feet from the public right-of-way.
6. Ground-floor businesses in multi-story buildings cannot mount signs higher than fourteen (14) feet above grade.
7. The lowest portion of any sign projecting from a building face shall not be lower than eight feet (8) above the finished grade of the pedestrian area (i.e., the sidewalk, if applicable).

H. Materials. The structural materials of the sign shall match the historic materials of the building.. Plastic, vinyl, or similar materials are prohibited. Resin simulating the appearance of wood, and fabric may be used as appropriate.

1. Wall, awning, and projecting signs shall be made of solid wood, metal, stucco, or masonry (brick or stone).
  - a. Wall signs may be painted directly onto the building façade.
2. Awning signs shall be made of cloth, canvas, metal, or wood.
3. Freestanding signs shall be made with a solid wood, metal, and/or masonry base. The base of the sign may not be narrower than the sign face.

I. Lighting.

1. Internally lighted signs are subject to review.
2. Signs incorporating lighting (back illuminated, neon, etc.) shall be reviewed for appropriateness regardless of the above-mentioned size limitations.
3. Lighted signs shall use focused, low intensity illumination. Such lighting shall not shine into or create glare at pedestrian or vehicular traffic, nor shall it shine into adjacent areas. Light fixtures mounted on the ground shall be screened by landscaping.
4. Flashing, blinking, revolving, or rotating lights are not permitted.
5. Exposed neon may be used but only if appropriate to the context as decided by the appropriate authority.

J. Window Signs.

1. Signs painted directly on window glass, affixed to the window, or hung in windows are permitted for business identification and logos only. They shall be counted toward the maximum size requirement and shall not exceed twenty-five percent of the window area.

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K. Multi-Tenant Buildings.

1. Signage for the building and for the tenants shall be consistent in size and design.
2. Square footage allocation between various tenant spaces shall be responsibility of the owner, but all tenants are permitted to have at least one (1) building sign. To facilitate, more than one (1) building sign is permitted per façade, provided the maximum aggregate sign area allowance is not exceeded for the building or the façade..
3. Multiple individual free-standing signs are prohibited.
4. Building signs not exceeding six (6) square feet are permitted.

L. Special Purpose Signs. Special purpose signs are not reviewed except as noted.

1. On site construction signs or signs giving information about the construction or renovation of a building on the same site must be removed at the completion of the project.
2. Directional signs, real estate signs or incidental safety signs such as "entrance" or "exit" or that give non-commercial information but do not contain advertisements are exempt from this article.

M. Building Codes. All signs must comply with building code requirements.

N. Non-Conforming Signs. A nonconforming sign is any sign permanently affixed to the ground or a building within the downtown overlay district on the effective date of this article, which is prohibited by, or does not conform to the requirements of these regulations. Temporary or portable signs shall not be afforded nonconforming status. Qualifying nonconforming signs may continue provided:

1. The sign provided it is properly maintained;
2. It is not structurally altered except as required to meet building code requirements;
3. It is not expanded or altered in any manner except for a change of copy;
4. Any damage does not exceed fifty (50) percent of the estimated replacement cost.

### **17.91.080 Required Plans and Review.**

A. Plans Required. Prior to the issuance of any land disturbance permit, building permit or sign permit, the applicant shall submit to the planning department, the following:

1. An application;
2. A site plan;
3. A landscape plan;
4. Building design including elevations and architectural details of proposed buildings, exterior materials and colors; and
5. Plans and elevations of all signs, all of which shall demonstrate that the proposed design follows all requirements of this Auburn Downtown Overlay District.
6. Requests for signs on zero setback properties fronting Fourth Avenue and Fifth Street shall be submitted for administrative review instead of the planning and zoning commission.

B. Plan Review. The Mayor and City Council shall review each application for compliance with all requirements of the Auburn Downtown Overlay District based in part on the criteria outlined herein. Upon a decision by the Mayor and City Council that said plans comply with the requirements of the Auburn Downtown Overlay District, the applicant shall then be able to apply for land disturbance, building, sign, or other relevant permits.

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1. Review Criteria:
    - a. Applicant submittal includes a project narrative.
    - b. Applicant has submitted a conceptual plan showing all proposed buildings, site requirements, and other information pertinent to the development of the site.
    - c. Elevation drawings submitted shall include dimensions of all sides of existing and proposed structures. Architectural elevations and treatments illustrating the architectural finish of the structures.
    - d. Applicant has included exterior finish material selections for all relevant structures to comply with the requirements of Chapter 17.91 Auburn Downtown Overlay District.
    - e. Applicant has submitted sign plans and landscape plans in accordance with this Chapter 17.91 Auburn Downtown Overlay District.
    - f. Applicant submittal includes photos of neighboring properties to ensure compatibility with the proposed design.
    - g. Applicant shall provide any other information deemed necessary by the City Planner, or their designee to evaluate the appearance of the proposed site and its structures.
    - h. Property owned by the City or any Authority thereof shall be exempt from the Plan and Review process described herein.
  - C. Variance Review. The Mayor and City Council may approve variances to the minimum or maximum requirements of this Chapter unless such variance is specifically prohibited within this Chapter. Variance applications shall be submitted and heard as part of the plan review process outlined in this Section.
  - D. Appeals. Any appeal of the Decision of the Mayor and Council may be appealed to the Superior Court of Barrow County.

ORDINANCE NO. 24-018

AN ORDINANCE TO AMEND THE CITY OF AUBURN  
CODE OF ORDINANCES  
AUBURN DOWNTOWN OVERLAY DISTRICT

WHEREAS, the City staff and citizens have studied the needs and opportunities associated with redevelopment in the downtown area; and

WHEREAS, the City has consulted with City staff and experts from the regional agencies and other local governments regarding the need to update the Downtown Overlay District for the City of Auburn; and

WHEREAS, the revitalization and development of properties within the City of Auburn for commercial and industrial use promotes the public good and general welfare of trade, commerce, industry, and employment opportunities by creating a climate favorable to the location of new industry, trade, and commerce and the development of existing industry, trade and commerce with the municipal limits; and

WHEREAS, since its creation in 2009, the Downtown Overlay District has served to guide development and redevelopment in the District; and

WHEREAS, the City has conducted public hearings to provide a forum for citizens and interested parties to express their views regarding the proposed amendments; and

WHEREAS, review, revision and update of the Downtown Overlay District attached hereto are in the best interests of the health, safety and welfare of the citizens of the City;

NOW THEREFORE, the Council of the City of Auburn hereby ordains that the existing Chapter 17.91—Auburn Downtown Overlay District be deleted and the updated Chapter 17.91 is adopted in its place in the form attached hereto as Exhibit “A” and incorporated herein by reference.

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

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

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

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

SO ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Richard E. Roquemore, Mayor

\_\_\_\_\_  
Joshua Rowan, Council Member

\_\_\_\_\_  
Robert L. Vogel, III Council Member

\_\_\_\_\_  
Jamie L. Bradley, Council Member

\_\_\_\_\_  
Taylor J. Sisk, Council Member

ATTEST:

\_\_\_\_\_  
Brooke Haney, City Clerk