



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**

Meeting

August 22, 2024

6:00 PM

Council Chambers

1 Auburn Way

Auburn, GA 30011

COUNCIL REPORTS AND ANNOUNCEMENTS

WORKSHOP

1. Water Treatment Plant Change Order #2- Michael Parks
2. NovaTech Contract- Michael Parks

VOTING ITEM

3. Service Delivery Strategy Agreement- Jack Wilson
4. Budget Amendment FY 2023- Michael Parks
5. Citizen Comments

Executive Session- Potential Litigation and Personnel Matters

ADJOURNMENT

Agenda subject to change prior to meeting



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AGENDA ITEM: 1

TO: Mayor and Council

FROM: Jim Aton
Hussey Gay Bell

DATE: August 22, 2024

PURPOSE: For approval of Change Order No. 2 associated with Heavy Constructors contract.

BACKGROUND: Heavy Constructors is under contract to complete the water treatment facility. According to the contract, any change order should be approved by the Mayor and Council. The change order being presented is a result of an increase in pricing from the original bid amount. The items listed have increased in construction cost due to the length of the project. The change order is necessary to complete and operate the water treatment plant.

RECOMMENDATION: To approve Change Order No. 2 for the Heavy Constructors contract.

FUNDING: Prepaid Contingency Fund

ATTACHMENTS: Included

Change Order No. 2

Project Name: Auburn Drinking Water Treatment Plant
 Project Owner: HGB Project No.: 22-0033-WS
 City of Auburn, City Hall, One Auburn Way, Auburn, GA, 30011
 Project Contractor: Heavy Constructors, 1596 Low. Roswell Rd, Marietta, GA, 30068
 Owner's Purchase Order #23-005
 Owner's Project No.: 002-22
 Date of Issuance: 7-17-2024
 Date of Contract: 8-4-2022
 Contract Period: 8-4-22 to 3-11-24



The following Change Order Items are based on necessary changes to Plant, Equipment, and Contract Time

Item	Description of Changes	Qty.	Contract Cost/Unit	Change in Contract Cost	Change in Days
Deductions					
1	Projectile Deflection Wall	-1	-\$41,420.64	-\$41,420.64	0 days
2	Influent and Flocculator Savings	1	-\$18,063.00	-\$18,063.00	0 days
3	Solids Dewatering And Handling System Redesign.	1	-\$825,840.00	-\$825,840.00	0 days
Additions					
4	Backwash Water Thickener	1	\$753,704.00	\$753,704.00	0 days
5	Neutralization Tank	1	\$11,716.00	\$11,716.00	0 days
6	Chemical Storage Tank Upgrade and Liquid Lime System	1	\$354,393.00	\$354,393.00	0 days
7	High Service Pumping Station	1	\$106,131.00	\$106,131.00	0 days

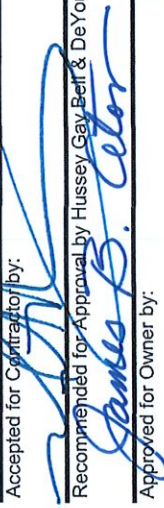
Total Change **\$340,620.36** **108 Days**

These changes in the agreement for improvements to the drinking water treatment plant will be paid out of the Owner's Contingency and will not result in an increase in the guaranteed maximum price.

Summary: It is agreed to modify the Contract referred to above as follows:

Contract Price prior to this Change Order	\$16,035,193.00	Contract Time prior to this Change Order	741 Days
Net Increase (decrease) of this Change Order	\$340,620.36	Net Increase (decrease) of this Change Order	108 Days
Revised Contract Price with all approved Change Orders	\$16,035,193.00	Revised Contract Time with all approved Change Orders	849 Days 11-30-24

The changes included in this Change Order are to be accomplished in accordance with the terms, stipulations and conditions of the original Contract as though included therein.

Accepted for Contractor by:  Date: 7/19/24
 Recommended for Approval by Hussey Gay Bell & DeYoung, Inc.
 Approved for Owner by: _____ Date: 7-22-24
 Attest: _____ Date: _____
 Approved: (Other - when required) _____ Date: _____

Attachment to Change Order #2, 24-07-17

1. PROJECTILE DEFLECTION WALL - The police gun range was located next to the proposed drinking water treatment plant (DWTP). Out of caution, and for safety, the City Council decided that a projectile deflection wall was needed between the police gun range and the DWTP. A wall was added to the design build contract. The police department decided to move the gun range instead of building the projectile deflection wall. The steel rebars for the wall were purchased before the police department chose to move the gun range. The projectile deflection wall was not built. This line item deletes the construction of the wall from the project. The reduction in contract price is \$54,230 less \$12,809.36 equals \$ 41,420.64.

2. INFLUENT AND FLOCCULATOR SAVINGS - During the Design-Build Value Engineering Process it was determined that the influent meter building and flocculator tanks could be redesigned to save construction costs. The budget for this part of the plant was reduced from \$131,185 to \$113,122 for a savings of \$18,063 including sales taxes and markup.

SOLIDS HANDLING SYSTEM. The Solids Handling System underwent redesign as part of the Design-Build Value Engineering Process. The original design as the project went to bid used two (2) volute (screw) presses to remove solids (aka sludge) from the filter backwash water. The manufacturer withdrew their performance guarantee for the volute presses causing the solids handling system to be redesigned. The two volute presses were replaced by a sludge thickener and a single volute press in series. The following changes were made:

3. SOLIDS DEWATERING AND HANDLING SYSTEM REDESIGN. The following equipment shown in the original bid package were deleted: 2 Spirac Conveyors, 2 PWTech Volute Sludge Presses, 2 Sludge Bunker Canopies, and 2 Concrete Sludge Bunkers with a value of \$1,240,298.

These were replaced with 1 Spirac Conveyor, 1 smaller PWTech Volute Sludge Press, Solids Handling Building reconfiguration, 1 Sodium Bisulfide Chemical Feed Pump, 1 Sludge Bunker, and 1 Sludge Bunker Canopy with a value of \$507,958. Net Savings \$ 732,340. Adjusted for sales tax and contractor's mark up the gross savings is \$825,840.

4. BACKWASH WATER THICKENER. A backwash water thickener was added to the solids handling process to increase the solid content in the backwash water from $\pm 2\%$ to greater than $\pm 4\%$ so the volute press would perform, transforming backwash water from a soap to a 25% sludge cake. The cake can then be disposed of in a landfill. Another reason for including the thickener is that it returns over 95% of the backwash water to the front of the drinking water treatment process. This is a great savings of natural resources and plant operating costs. The cost of the thickener is \$753,704 including sales taxes and markup.

5. NEUTRALIZATION TANK. About 5% of the backwash water used to clean the membrane filter has strong acids and sodium hypochlorite (better known as Clorox) in it and cannot be recycled to the front of the DWTP. Winder has agreed to accept this water at its wastewater treatment plant. The water must be neutralized to a pH of about 7 and the chlorine removed, according Environmental Protection Division (EPD) pretreatment regulations. The neutralization tank also holds this water until it can be trucked to Winder. The tank is double walled to provide spill containment for this wastewater. This item covers the cost of upgrading this tank from single wall to double wall. The cost is \$11,716 including sales tax and contractor's markup.

6. CHEMICAL STORAGE TANK UPGRADE AND LIQUID LIME SYSTEM. This item includes two parts: chemical storage tanks and liquid lime system.

In the original bid documents the chemical storage tanks were sized to provide one month's storage of treatment chemicals (coagulant Alum and sodium hypochlorite (aka Clorox). EPD's regulation requires the tanks to hold more than one truck load of chemical. Therefore, the tanks capacity had to be increased and double walled to provide spill containment and insulation. Cost increase for the chemical storage tanks is \$79,765 without sales tax and markup.

The alkalinity in the raw water was measured and estimated to be sufficient to buffer the addition of Alum coagulant to the raw water. During the design build effort, the raw water chemistry was reevaluated, and lime addition was needed to create a slightly basic raw water so the minerals in the raw water would participate. In addition, the lime addition is used at the end of the DWTP to provide a finished water for distribution that is slightly basic. This greatly reduces corrosion in the distribution system and increases its life. The customers like slightly basic water because it tastes better and improves the performance of laundry detergent. The cost of the liquid lime system, tank and three pumps, is \$239,176. Total cost of enlarged chemical storage tanks and liquid lime system is \$354,393, including sales tax and contractor markup.

7. HIGH SERVICE PUMP STATION. The high service pump station boosts the pressure in the treated drinking water to fill the in-town and Kilcrease elevated water storage tanks and provide pressure in the distribution system. The bid package provided 1 MGD pumps to feed the drinking water distribution system with constant speed drives. During the design build process, it was recognized that Auburn's growth was much more rapid than anticipated. It was decided to upgrade the pumps now to the full 1.59 MGD allowed in the withdrawal permit. In addition, the disinfection tank was increased in size to meet the future 2.5 MGD water system buildout demand. Increasing the disinfection tank size increased its diameter causing the high service pumps to be moved across the driveway and increasing their installation cost. Variable speed drives were added to the pumps to facilitate changes in filtration rate from the membrane filters. This resulted in an increase cost of the pumps themselves, variable speed drives and relocation of the pump station on the water plant property. This cost increase is \$106,131, including sales tax and contractor's mark up.

Note: These contract changes include sales tax on materials and equipment purchased by Heavy Constructor's. Sales tax is being tracked as the project proceeds. At the end of the project the City may apply for reimbursement of the sales taxes from the State of Georgia.

Job: Auburn WTP D-B

Allowance/Change Order No:
Structure:

Flocc Tanks



Flocc, Meter and RW Pipe

Description:

DESCRIPTION	QTY	UM	LABOR			MATERIAL			SUB'S			Trade	Qty	Rate	Total	
			MH/U	MHS	TOTAL	U.P.	TOTAL	U.P.	TOTAL	U.P.	TOTAL					
			Crew Cost			EQUIPMENT			TOTAL							
Original Scope				0.00	0											
RW pipe - yard - JM Timberline	-1	ea		-57.91	-2,003	18426										48.72
Metering Building	-1	ea		0.00	0	18417			4,500	-4,500						34.80
Propeller Meter	-1	ea	24.00	-24.00	-830	5143.00										33.96
Concrete - Meter Building - JM Timberline	-1			-114.54	-3,962	9264			1,861	-1,861						20.88
Pipe - Meter Building - JM Timberline	-1			-50.65	-1,752	29912										34.59
Pipe - Meter to Flocc Tank - JM Timberline	-1	ea		-50.27	-1,739	26282										
Concrete - Flocc tank - JM Timberline	-1			-1181.93	-40883	56714			10,366	-10,366						
Pipe - Flocc Tank - JM Timberline	-1			-116.36	-4,025	125905										
Mixers - PAX	-1	ls	120.00	-120.01	-4,151	40000										
Valves - JM Timberline	-1			0.00	0	47085										
Revised scope				0.00	0											
Mixers - Acumix	1	ls	120.00	120.01	4,151	101529										
Additional Electrical for mixers	1	ls		0.00	0				15,000	15,000						
Misc Metals	1	ls	320.00	320.00	11,069	65607										
Concrete & Pipe - Flocc Tank - JM Timberline	1	ls		1806.48	62,486	157510			8,487	8,487						
Pipe - Raw Water - JM Timberline	1	ls		40.99	1,418	13569.00										
SUBTOTALS				\$19,779	0%		-\$38,933	7%	\$6,760	0%	\$0	7%	\$0	7%	-12,394	
7% Sales Tax																
Sales Tax Subtotal Only																
Subtotal w/ Sales Tax																
Markup																
Markup Subtotal Only																
Subtotal w/ Markup																
Bond 1%																
Bond Subtotal Only																
TOTALS																

ITEM #2.



Job: Auburn WTP D-B
 Allowance/Change Order No:
 Structure:
 Description:

DESCRIPTION	QTY	UM	LABOR			MATERIAL			SUB'S			Crew Cost	Trade	Rate	Total
			MH/U	MH'S	TOTAL	U.P.	TOTAL	U.P.	TOTAL	U.P.	TOTAL				
			Dewatering System			EQUIPMENT			TOTAL						
Original Scope				0.00	0								1	48.72	48.72
Spirac conveyor	-1	ls	156.00	-156.00	-5.396	152000							1	34.80	34.80
PWTEch screw press (2)	-1	ls	360.00	-359.99	-12.452	1050000.00							1	33.96	33.96
Sludge bunker canopy	-1	ls		0.00	0	7500			2,500	-2,500			1	20.88	20.88
Sludge bunker concrete	-1	ls		0.00	0	6250			1,200	-1,200			1	20.88	20.88
Revised scope				0.00	0								4		34.59
Spirac conveyor	1	ls	78.00	78.00	2.698	71800			71,800						
PWTEch screw press	1	ls	180.00	179.99	6.226	273000			273,000						
Rollup door	1	ea		0.00	0				15,000	15,000					15,000
Additional engineering time - W&S	1	ls		0.00	0				10,000	10,000					10,000
Additional piping	1	ls	240.00	240.00	8.302	18500			18,500						26,802
Additional man doors	0	ea		0.00	0										0
Interior liner panels	1	ls		0.00	0	8338.00			8,338						8,338
Sodium Bisulfite skid system & piping	1	ls	80.00	80.00	2.767	12563.00			12,563						15,330
Conveyor System/Dumpster Area Misc Metals	1	ls	360.00	360.00	12.452	43770.00			43,770	1,500	1,500				57,722
Dumpster Area Concrete Slab	1	ls	160.00	160.00	5.534	5200.00			5,200				1680	1,680	12,414
Dumpster prefab carport cover	1	ls	48.00	48.00	1.660	6968.00			6,968						8,628
SUBTOTALS					\$18,792			-\$775,611		\$22,800				\$1,680	-732,339
7% Sales Tax					0%			7%		0%				7%	
Sales Tax Subtotal Only					0			-54,293		0				118	-54,175
Subtotal w/ Sales Tax					18,792			-829,904		22,800				1,798	
Markup					5%			5%		5%				5%	
Markup Subtotal Only					940			-41,495		1,140				90	-39,326
Subtotal w/ Markup					19,732			-871,399		23,940				1,887	
Bond 1%					0%			0%		0%				0%	
Bond Subtotal Only					0			0		0				0	
TOTALS					19,732			-871,399		23,940				1,887	-825,840

ITEM # 3

Job: Auburn WTP D-B

Allowance/Change Order No:

Structure:

Description:



Thickener

Thickener - Evoqua

DESCRIPTION	QTY	UM	LABOR			MATERIAL			SUB'S			Trade	Qty	Rate	Total
			MH/U	MHS	TOTAL	U.P.	TOTAL	U.P.	TOTAL	U.P.	TOTAL				
Concrete - add 50% to slab on grade	1	ls		216.83	7,500	45,000	10,000	10,000	0	0	0	Foreman	1	48.72	48.72
				0.00	0	0	0	0	0	0	0	Operator	1	34.80	34.80
Piping	1	ea	240	240.01	8,302	18,553	18,553	0	0	0	0	Carp/Mec	1	33.96	33.96
				0.00	0	0	0	0	0	0	0	Labor	1	20.88	20.88
Electrical	1	ea		0.00	0	0	27,500	27,500	0	0	0	Total	4		34.59
Safety supplies	2	wks		0.00	0	500	1,000	1,000	0	0	0				1,000
Small Tools	2	wks		0.00	0	1000	2,000	2,000	0	0	0				2,000
Thickener - Evoqua	1	ls		0.00	0	452450	452,450	452,450	0	0	0				452,450
Startup and Testing	3	days	24.00	71.99	2,490	0	0	0	0	0	0				2,490
Wiedeman & Singleton	1	ls		0.00	0	0	20,000	20,000	0	0	0				20,000
Adder for control panel	1	ea		0.00	0	6950	6,950	6,950	0	0	0				6,950
Excavation	1	ls	120.00	120.00	4,151	0	0	0	0	0	0		2000	2,000	6,151
Instrumentation	1	ls	24.00	24.00	830	10000	10,000	10,000	0	0	0				10,830
				0.00	0	0	0	0	0	0	0				0
				0.00	0	0	0	0	0	0	0				0
SUBTOTALS						\$23,273	\$535,953	\$57,500	\$57,500	\$57,500	\$57,500			\$5,750	622,476
7% Sales Tax						0%	7%	0%	0%	0%	0%			7%	
Sales Tax Subtotal Only						0	37,517	37,517	0	0	0			403	37,919
Subtotal w/ Sales Tax						23,273	573,470	573,470	57,500	57,500	57,500			6,153	
Markup						15%	15%	15%	5%	5%	5%			15%	
Markup Subtotal Only						3,491	86,020	86,020	2,875	2,875	2,875			923	93,309
Subtotal w/ Markup						26,764	659,490	659,490	60,375	60,375	60,375			7,075	
Bond 1%						0%	0%	0%	0%	0%	0%			0%	
Bond Subtotal Only						0	0	0	0	0	0			0	0
TOTALS						26,764	659,490	659,490	60,375	60,375	60,375			7,075	753,704

ITEM #4



MAYOR
Rick E. Roquemore

CITY ADMINISTRATOR
Michael E. Parks

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

AGENDA ITEM: 2

TO: Mayor and Council

FROM: Michael Parks
City Administrator

DATE: August 22, 2024

PURPOSE:

Contract Proposal for new Managed Service IT Partner.

BACKGROUND:

After reviewing our current vendor pricing, we received quotes from multiple IT companies. NovaTech comes highly recommended and is half the cost of our current vendor pricing. They will only bill for services we utilize and guarantee quick response times.

RECOMMENDATION:

Approve the contract with NovaTech as presented by staff.

FUNDING:

General/Water

ATTACHMENTS:

1. NovaTech Contract



Managed IT Support - Partner Plan

Quote # 029119 Version 1

Prepared for:
City of Auburn

Monday, June 17, 2024

City of Auburn
Matthew Redfern
1369 4th Ave
Auburn, GA 30011
mredfern@cityofauburn-ga.org

Dear Matthew,

Thank you for your interest in working with Novatech, the Southeast's premier Managed Office Solution provider for Managed IT, Managed Print, Managed Security & Managed Cloud Solutions for small and medium-sized businesses.

Here is the proposal you requested. It was great speaking with you recently! I learned a lot about City of Auburn through our conversation and truly appreciate the time you took in discussing the needs & requirements of your organization with us.

Based on the Assessment and our experience; I have created the attached, detailed proposal for you that specifically meet the needs we discussed.

As I assured you, we strive to provide World Class Technology Services and find you the absolute best return on your investment. With your agreement to this proposal, you will get a dedicated team of professionals that truly understand how critical IT is, that you are spending time running your business and not on technical support needs and issues.

Thank you!



The Managed Office Experts! Expert Guidance & Proven Processes for over 31 Years

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- Managed Security
- Managed Cloud Solutions

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PR Reddy
Managed Office Solutions Expert
Atlanta

Support Plan Details

Managed IT Support - **Partner Plan**

Includes:

Site Support

*24x7 Monitoring & Alerting using **Auvik**

Device Management & Security Patching as applicable/compatible for Windows and Mac OS Supported/Compatible Devices:

*Patching Solution for all Named Devices and Virtual/Physical Server(s)

-Security Updates, Patches and Hotfixes

***SentinelOne Endpoint Detection and Response with Security Operation Center Services** for Windows and Mac OS Supported/Compatible Machines & Virtual/Physical Server(s)

***Dark Web ID Scanning & Reporting (Primary Domain), Real Time Privilege Access Management & Vulnerability Management**

***Weekly Maintenance**

-Defrag, Spyware Clean up, Temp file clean up, Disk clean up

***Microsoft 365 Portal & User Email Support**

***Backup - Cloud Backup, Disaster Recovery & Business Continuity**

***Advanced Email Threat Protection**

****Unlimited Help Desk Support** for Users and Virtual/Physical Server(s)

****Unlimited Onsite Support** for Auburn, GA Named Devices and Virtual/Physical Server(s)

*Assigned: **Technical Account Manager**

-Monthly Meetings / Quarterly Business Reviews / Annual Strategic Technology Plan

-IT Planning

-Project Management

-Asset Management

-Change Management

-Security Planning

Not included: New Installs & Solution Design

Partner Support Plan

Description	Recurring	Qty	Ext. Recurring
<p>Site Infrastructure & Support</p> <p>Site Infrastructure & Support (ISP/Router, Firewall, Switches, Wireless Access Points, Hosts, NAS, UPS)</p> <p>1-10 Total Endpoints</p>	\$225.00	1	\$225.00
<p>Site Infrastructure & Support Large</p> <ul style="list-style-type: none"> - 24x7x365 Site Monitoring - Powered by Auvik - Per Site - 21+ Total Endpoints (ISP/Router, Firewall, Switches, Wireless Access Points, Hosts, NAS, UPS) 	\$375.00	1	\$375.00
<p>On Premise Server (Physical or Virtual)</p> <p>Support & Maintenance (Support, Maintenance, Alert, Patch)</p> <p>Includes - Endpoint Detection and Response:</p> <ul style="list-style-type: none"> · Next-Generation Endpoint Protection and Advanced Threat Detection and Response · Managed by dedicated SOC (Security Operations Center) · Pre-Execution Static AI engine provided protection <ul style="list-style-type: none"> o The Static AI engine replaces traditional signatures and obviates recurring scans that kill end-user productivity. · On-execution protection via Behavioral AI engines <ul style="list-style-type: none"> o Vector-agnostic – file-based malware, scripts, weaponized documents, lateral movement, file-less malware, and even zero-days. · Post Execution Automated EDR (Endpoint Detection And Response) <ul style="list-style-type: none"> o Mitigates threats automatically, perform network isolation, and auto-immunize the endpoints against newly discovered threats · Safety measure with ability to rollback an endpoint to its pre-infected state · Autonomously Detect and Remediate Advanced Attacks · Automated endpoint installation enforcement 	\$245.00	3	\$735.00
<p>User Support</p> <p>(24/7/365) Remote or Onsite</p>	\$45.00	18	\$810.00

Partner Support Plan

Description	Recurring	Qty	Ext. Recurring
<p>Windows Device Support, Security and Maintenance w/ Security & Maintenance Package - Managed Device: (Patch/Maintenance/AV/AM/AS/Inventory/NSight Client Portal) Cisco Open DNS Security License</p> <p>*Real Time Privilege Access Management</p> <p>*Vulnerability Management</p> <p>Includes - Endpoint Detection and Response:</p> <ul style="list-style-type: none"> · Next-Generation Endpoint Protection and Advanced Threat Detection and Response · Managed by dedicated SOC (Security Operations Center) · Pre-Execution Static AI engine provided protection <ul style="list-style-type: none"> o The Static AI engine replaces traditional signatures and obviates recurring scans that kill end-user productivity. · On-execution protection via Behavioral AI engines <ul style="list-style-type: none"> o Vector-agnostic – file-based malware, scripts, weaponized documents, lateral movement, file-less malware, and even zero-days. · Post Execution Automated EDR (Endpoint Detection And Response) <ul style="list-style-type: none"> o Mitigates threats automatically, perform network isolation, and auto-immunize the endpoints against newly discovered threats · Safety measure with ability to rollback an endpoint to its pre-infected state · Autonomously Detect and Remediate Advanced Attacks · Automated endpoint installation enforcement <p>*S1 OS Requirements: Windows Server: 2022, 2019, 2016, 2012 R2, 2012, 2008 R2 SP1 Windows Workstation: Windows 7 SP1, 8, 8.1, 10, 11 Linux: Due to the variety of Linux distributions please contact Novatech for detailed requirements</p>	\$20.00	35	\$700.00

Partner Support Plan

Description	Recurring	Qty	Ext. Recurring
Fortress Advanced Email Security Advanced Email Security - Powered by Proofpoint - Inbound and outbound email filtering - DLP filters - Attachment Defense Reputation Service - URL Defense - Attachment Defense Sandboxing - Email Encryption - Social Media Protection * Count determined by number of licensed mailboxes	\$7.25	18	\$130.50

Monthly Subtotal: **\$2,975.50**

Microsoft 365

Description	Recurring	Qty	Ext. Recurring
Microsoft 365 Email Platform Support Microsoft 365 Email Support Platform *Online Portal Support and Management *Unlimited break/fix for email delivery (including PCs, tablets and smartphones) *90 day Searchable Audit Log *Yearly Audit Reports for Advanced Threat Protection Deployments *Licensing Administration & Feature Administration (requires CSP Partner delegation) ***Migrations, New User Setups & M365 Licenses are not included	\$200.00	1	\$200.00

Monthly Subtotal: **\$200.00**

Fortress Secure

Description	Recurring	Qty	Ext. Recurring
Security Awareness Training Security Awareness Training - Unlimited phishing simulations - Unlimited training modules - Unlimited policy storage and management - Passwordless Learning Management System - Automated reporting - Insights into employee performance and behavior * Count determined by number of knowledge workers	\$4.00	18	\$72.00

Fortress Secure

Description	Recurring	Qty	Ext. Recurring
Fortress Business Continuity & Disaster Recovery	\$165.00	3	\$495.00
Business Continuity & Disaster Recovery			
- Cloud Backups & Restore			
- Cloud Disaster Recovery & Business Continuity			
- 24x7x365 NOC Monitoring			
- Routine Screenshot Verification			
- Quarterly Disaster Recovery Testing			
- 1 Year Data Retention			
- Price per Server			
* Hybrid backup available with purchase of local BCDR appliance			
Fortress SaaS Backup M365	\$6.00	18	\$108.00
SaaS backup for M365			
- Powered by Keepit			
- Cloud Backups & Restore			
- Multiple Daily Backups			
- SmartSearch			
- AirGap Anti-Ransomware Technology			
- Up to 7 year retention			
- Price per Mailbox			
* Requires dedicated Business Standard Account			
Connectwise - Downstream IT License	\$75.00	1	\$75.00
Connectwise Downstream IT License			
NovaControl Automate	\$25.00	1	\$25.00
Automate Downstream IT License			

Monthly Subtotal: **\$775.00**

Turn Up/Activation

Description	Price	Qty	Ext. Price
<p>Activation Engineering - Turnup Services Managed IT Support Plan Turn Up</p> <p>Includes:</p> <ul style="list-style-type: none"> • Assign and Introduce your new dedicated Technical Account Manager (TAM) • Conduct internal hand-off meeting from your MOSE to Novatech Operations • Conduct Executive Kickoff meeting with our Activations Team and your Leadership Team • Work with any outgoing IT provider to plan cutover and secure any current password and other documentation • Setup management systems and allocate licensing/agents for deployment • Conduct End-user kickoff meeting to advise your users of Novatech's role and how to contact and work with support • Onsite for discovery, documentation, and initial agent push • Conduct "Elaborate" milestone meeting to assess intermediate findings • Reconcile Email subscription licensing, user, and device counts • Setup in Novatech NSight Portal • Conduct internal closeout meeting – assess final findings and prepare for Activation closeout • Conduct Client Reiterate meeting to finalize findings and transition to support • Internal Handoff to support meeting 	\$3,950.00	1	\$3,950.00

Subtotal: **\$3,950.00**

Managed IT Support - Partner Plan



Prepared by:
Atlanta
PR Reddy
PR.Reddy@Novatech.net

Prepared for:
City of Auburn
1369 4th Ave
Auburn, GA 30011
Matthew Redfern
7709634002229
mredfern@cityofauburn-ga.org

Quote Information:
Quote #: 029119
Version: 1
Delivery Date: 06/17/2024
Expiration Date: 07/14/2024

Quote Summary

Description	Amount
Turn Up/Activation	\$3,950.00
Total:	\$3,950.00

Monthly Expenses Summary

Description	Amount
Partner Support Plan	\$2,975.50
Microsoft 365	\$200.00
Fortress Secure	\$775.00
Monthly Total:	\$3,950.50

Please see below for Terms and Conditions.

Atlanta

Signature: PR Reddy
 Name: PR Reddy
 Title: Managed Office Solutions Expert
 Date: 06/17/2024

City of Auburn

Signature: _____
 Name: Matthew Redfern
 Date: _____

Terms and Conditions

For Managed Service Plans:

- Tax & Shipping costs NOT included unless otherwise indicated
- Proposal is valid for 30 days
- This Quote will be associated to your Master Service Agreement as description Managed IT Support deliverables .
- All Invoices for Novatech Business Cloud / Managed IT Support Agreements and all recurring services are due upon receipt.
- Invoice payments are automatically processed via ACH on file upon due date.
 - Credit Cards can be used for a 3.5% Service Fee.

For Professional Services and Projects:

General Terms:

- Quoted hours are estimated and are subject to change with Client approval for out of scope items or other anomalies discovered after the project has begun
- Tax NOT included
- Shipping not included
- Trip Charges NOT included
- Proposal is valid for 30 days

Product Return Terms:

- Opened product is not eligible for return
- Cancelled Orders are subject to the vendor's return policies and may be subject to a 15% restocking fee. For product not eligible for return, client will be invoiced the quoted amount.

Product Payment Terms: (for non-leased/rented product)

- A 50% deposit is required for product (hardware or software) prior to ordering.
- The remaining balance of product as well as shipping fees are due upon delivery of product

Labor Payment Terms: (for labor quotes less than \$5,000)

- Intermittent billing of labor for projects greater than 30 days are due Net 15.

Labor Deposit Terms: (for labor quotes equal to or greater than \$5,000)

- 25% of quoted service fees are due upon invoice receipt, including offsite project management and equipment pre-configuration
- Balance of labor will be billed intermittent for projects greater than 30 days and are due Net 15

TRAVEL: Novatech will bill as a pass through all travel costs including: flight, hotel, transportation and meals.



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: 3

TO: Mayor and Council

FROM: Jack Wilson
City Attorney

DATE: August 22, 2024

PURPOSE: Approve Mediation Agreement and Form 2s for Service Delivery Strategy

BACKGROUND: State law requires City and County governments to analyze and report how public services are delivered by each jurisdiction. State law encourages local governments to deliver services efficiently and to avoid duplication of services. The County and the City of Winder have engaged in litigation regarding the Service Delivery Strategy and Agreement. After appeal, the parties recently engaged in mediation and reached agreement to settle the disputes. State law calls for each jurisdiction to adopt the Service Delivery Strategy and report details to the Department of Community Affairs.

RECOMMENDATION: To approve the Mediation Agreement and SDS forms and to authorize the Mayor and City staff to complete and sign the necessary documents.

FUNDING: None. Approval will keep the City in “good standing” with the Department of Community Affairs so that the City remains eligible to receive State funds.

ATTACHMENTS: Mediation Agreement and Form 2s

Service Delivery Strategy Mediation Agreement

Between Barrow County, the City of Auburn, the Town of Bethlehem, the Town of Braselton, the Town of Carl, the City of Statham, and the City of Winder (collectively referred to as the “Parties”)

Outcome of July 25, 2024 Mediation:

1. The Parties have agreed to adopt and incorporate the three (3) attached SDS Form 2s for the following services as part of an updated Service Delivery Strategy: (1) Road Maintenance – County; (2) Road Maintenance – Municipal; and (3) Water Utility Services.
2. The Parties have agreed to adopt and incorporate a retail water service territory map into the Form 2 for Water Utility Services as part of the updated Service Delivery Strategy in substantially the same form as the attached hand-marked service territory map.
 - a. Barrow County’s GIS Department shall develop a parcel level map that substantially conforms to the attached hand-marked service territory map, and shall provide an electronic copy of the same to the Mayors of each of the Cities for their review by no later than 5 p.m. on August 28, 2024.
 - b. The Mayors shall inform the County Manager of all inconsistencies, if any, between the electronic GIS parcel level map and the attached hand-marked retail water service territory map by no later than 5 p.m. on September 4, 2024.
 - c. The Parties agree to submit any dispute concerning the accuracy of the GIS parcel level map to the mediator, Sam Olens, by no later than 5 p.m. on September 11, 2024. In the event that any dispute is submitted to the mediator as provided for in this subparagraph, the mediator shall attempt to resolve the dispute through further action as a neutral in the same way or manner as the mediator facilitated the parties in reaching an agreement to this point.
3. Notwithstanding the assigned geographic service area as shown in the attached service area map, if a water service provider is currently providing service to a parcel, the service provider shall continue to provide service to such parcel until such time as the owner or occupant (or their representative) applies for a rezoning of the parcel, applies for a land disturbance permit, submits new development plans, or applies for a permit for construction or expansion of a building, (excluding permits for remodeling, for the construction of accessory buildings or for expansion of a building, that are consistent with the current use of the parcel), at which time the parcel shall receive service from the water service provider designated in the attached service area map.
4. Nothing contained in this Agreement, the accompanying SDS Form 2 for Water Utility Services, or the corresponding parcel level service territory map referenced in Paragraph 2 above, shall limit, prevent, or restrict the Parties from installing, repairing, replacing, or modifying any water lines located in another local government’s service territory shown on the service area map attached hereto in order to promote or enhance the resiliency or redundancy of the Parties’ water system infrastructure (collectively referred to as “Improvement Activity”), subject to appropriate permits or permission as referenced in Paragraph 5; provided, however, that any such Improvement Activity contemplated by this subparagraph shall not be used to serve parcels within any other local government’s service territory designated on the attached service area map—other than those

parcels already receiving water service from the Party engaging in the Improvement Activity in accordance with Paragraph 3 above.

5. The Parties agree not to unreasonably withhold any permits or other necessary permission for each other to install, repair, replace, or modify any water lines within any other Parties' right-of-way or to cross said rights of way.
6. The City of Winder agrees to rescind and abandon its policy of requiring extraterritorial water and/or sewer customers to either annex their properties into the City of Winder or to enter into a restrictive covenant requiring future annexations into the City of Winder as a condition of receiving water and/or sewer service. The provisions of this paragraph shall not be construed as being applicable retroactively to any previously annexed properties, with the exception that the City of Winder shall approve the deannexation of the Robinson Parcel (formerly identified as XX060 004 and post-annexation identified as WN03 125) (the "Robinson Parcel"), with Winder remaining as the water provider to the Robinson Parcel. The County further agrees that it shall not encourage any de-annexation or return of annexed property to the unincorporated area of any parcels previously annexed, other than the Robinson parcel. Moreover, nothing in this paragraph shall limit or prevent Winder from undertaking annexations generally, or the County objecting to such annexations, provided that annexation or restrictive covenants requiring annexation shall not be required to receive Winder water or sewer.
7. The City of Winder shall adopt a moratorium on the enforcement of City of Winder Ordinance Numbers W-3-21 and W-4-21 by no later than August 28, 2024. After the Department of Community Affairs has verified the Service Delivery Strategy contemplated herein, the City of Winder shall revoke and rescind City of Winder Ordinance Numbers W-3-21 and W-4-21 as its next regular meeting following such verification. The provisions of this paragraph shall not be construed as being applicable retroactively to any previously annexed properties other than the Robinson Parcel as described in Paragraph 6 above. The County further agrees that it shall not encourage any de-annexation or return of annexed property to the unincorporated area of any parcels previously annexed, other than the Robinson parcel referenced in Paragraph 6 above. Moreover, nothing in this paragraph shall limit or prevent Winder from undertaking annexations generally, or the County objecting to such annexations, provided that annexation or restrictive covenants requiring annexation shall not be required to receive Winder water or sewer.
8. The City of Winder agrees to terminate and release all existing restrictive covenants requiring future annexations into the City of Winder at its next regular meeting after the Department of Community Affairs has verified the Service Delivery Strategy contemplated herein. The provisions of this paragraph shall not be construed as being applicable retroactively to any previously annexed properties. The County further agrees that it shall not encourage any de-annexation or return of annexed property to the unincorporated area of any parcels previously annexed, other than the Robinson parcel referenced in Paragraph 6. Moreover, nothing in this paragraph shall limit or prevent Winder from undertaking annexations generally, or the County objecting to such annexations, provided that annexation or restrictive covenants requiring annexation shall not be required to receive Winder water or sewer.

9. Barrow County agrees not to adopt a policy or enact an ordinance conditioning and/or requiring a property owner to agree not to seek annexation into the City of Winder.
10. No later than October 11, 2024, unless tolled by the submission of a dispute to the mediator as provided for herein, the Parties shall each adopt and ratify a complete SDS Agreement, consisting of Georgia Department of Community Affairs Form 1, Form, 3, Form 4, and the following Form 2s:
 - a. The three Form 2s referenced in Paragraph 1; and
 - b. Form 2s for all remaining services that substantially conform to the Form 2s that were previously approved by the County on June 6, 2019, and by the City of Winder on July 3, 2019, except that the Parties shall agree in good faith to update these Form 2s as necessary to reflect updated contact information and other non-controversial updates. In the event that no agreement as to such other non-controversial updates can be reached between the Parties, any remaining dispute shall be submitted to the mediator who shall attempt to resolve the dispute through further action as a neutral in the same way or manner as the mediator facilitated the parties in reaching an agreement to this point.
 - c. In the event a dispute as provided for herein is submitted to the mediator, then performance of any obligations contained in this Agreement shall be tolled until the dispute is resolved. The provisions of this subparagraph shall also apply in the event a dispute is submitted to the mediator regarding the water service territory map referenced in Paragraph 2.
11. The Parties shall mutually dismiss and withdraw all claims asserted in Barrow County v. City of Winder, Barrow County Superior court, Civil Action No. 19-CV-001017-M no later than October 11, 2024..
12. The Parties intend for the SDS Agreement to continue for the remainder of the existing comprehensive plan term, ending October 31, 2028, and for a new term of ten (10) years thereafter, except as otherwise required by State law. The Parties agree that the implementation of H.B. 1407 (203) shall not constitute a triggering event requiring renegotiation of the SDS Agreement pursuant to O.C.G.A. § 36-70-28.
13. The County and Winder shall negotiate in good faith toward reaching a comprehensive water and sewer utility agreement.
14. The Parties shall not comment publicly on the outcome of mediation except to say that the Parties negotiated in good faith and substantial progress was made.

Pat Graham, Chair, Barrow County

Date

Jimmy Terrell, Mayor, City of Winder

Date

Richard Roquemore, Mayor, City of Auburn

Date

Christopher Lelle, Mayor, Town of Bethlehem

Date

Kurt Ward, Mayor, Town of Braselton

Date

David Brock, Mayor, Town of Carl

Date

Debi Krause, Mayor, City of Statham

Date

Attest: Samuel Olens, Mediator

Date



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: BARROW COUNTY

Service: Water Utility Services

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

- e.) Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **Barrow County, City of Auburn, Town of Bethlehem, Town of Braselton, City of Statham, and City of Winder**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Barrow County	Enterprise Fund, User Fees, SPLOST, Bonded Indebtedness, Grants
Auburn, Bethlehem	Enterprise Fund, User Fees, SPLOST, Bonded Indebtedness, Grants
Braselton, and Statham	Enterprise Fund, User Fees, SPLOST, Bonded Indebtedness, Grants
City of Winder	Enterprise Fund, User Fees, SPLOST, Bonded Indebtedness, Grants, General
	Fund, any other legally available source

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The Water Utility Service area map has been updated. Each water provider has a defined geographic service area which is parcel based. All water providers recognize that development patterns sometimes involve the assemblage of multiple parcels of property. If and when a proposed development spans two different water utility service areas the local governments will meet and confer on how to best coordinate service to the development recognizing that one single provider to a development may be in the best interest of citizens and residents. Swapping of assigned utility service areas between utility providers may be accomplished by the local governments adopting a resolution describing the the area to be assigned to the new provider.

Notwithstanding the assigned geographic service area as shown in the attached service area map, if a water service provider is currently providing service to a parcel, the service provider shall continue to provide service to such parcel until such time as the owner or occupant (or their representative) applies for a rezoning of the parcel, applies for a land disturbance permit, submits new development plans, or applies for a permit for construction or expansion of a building, (excluding permits for remodeling, for the construction of accessory buildings or for expansion of a building, that are consistent with the current use of the parcel), at which time the parcel shall receive service from the water service provider designated in the attached service area map.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates
None		

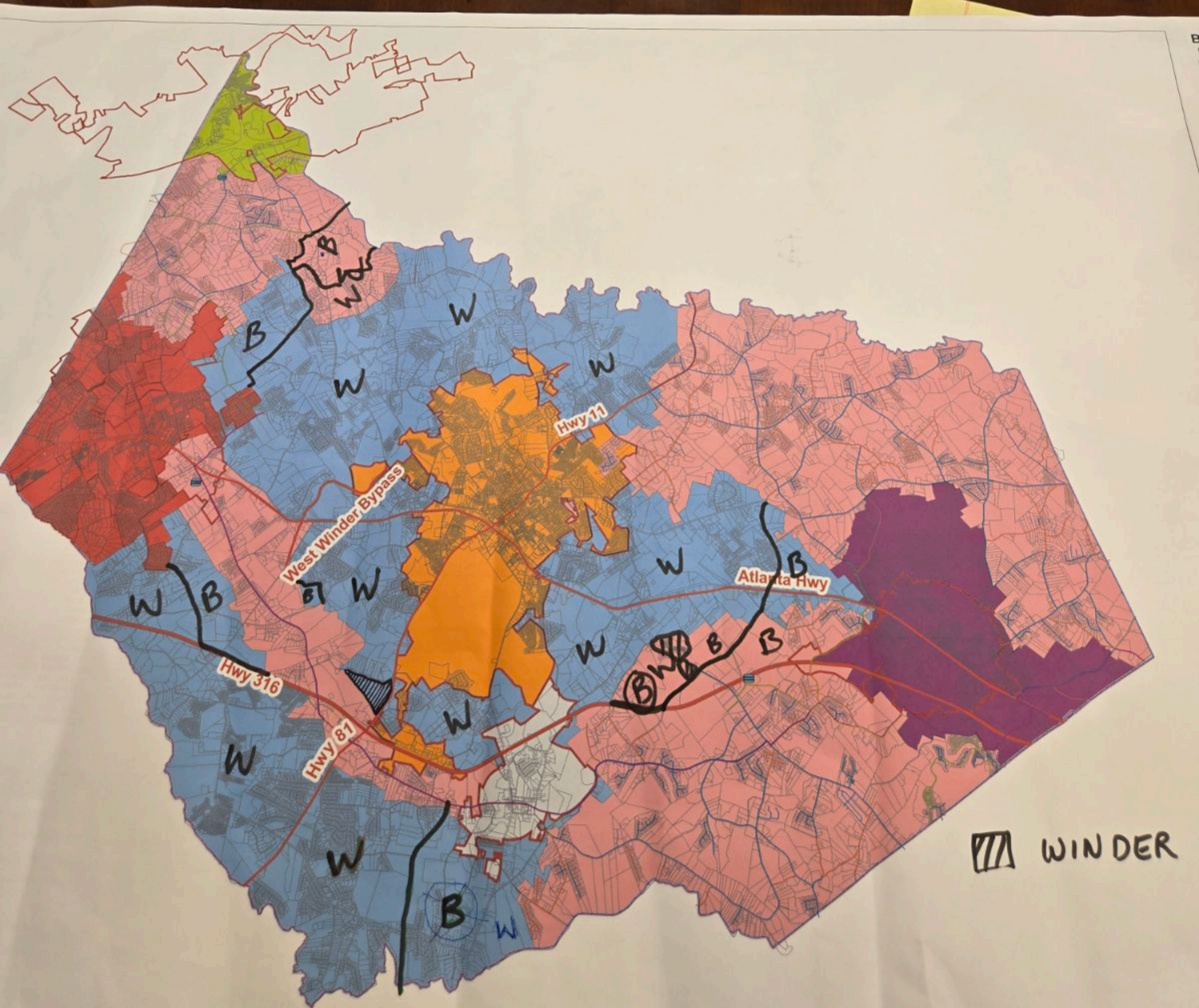
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

All utility providers will strictly adhere to utilizing only the funding categories listed above in section 3.

7. Person completing form: **Srikanth Yamala, County Manager**
 Phone number: **770-867-8982** Date completed: 07/25/2024

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:





MAYOR
Rick E. Roquemore

CITY ADMINISTRATOR
Michael E. Parks

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

AGENDA ITEM: 4

TO: Mayor and Council

FROM: Michael Parks
City Administrator

DATE: August 22, 2024

PURPOSE: To amend the FY 2023 budget.

BACKGROUND: As part of the annual audit process, the FY2023 final budget must be approved by Council. During the course of audit fieldwork, adjustments were made to the financial records to meet reporting standards. The adjustments are expected during the course of the audit and have created a need for budget amendments. The majority of the adjustments are related to items that the Council has already approved, the largest of which is the change order for the Municipal Complex project. Additionally, the increase in the expenditure budget was offset by increased revenues that were realized in higher amounts than initially anticipated.

RECOMMENDATION: To approve amending the FY 2023 as presented by staff.

FUNDING:
N/A

ATTACHMENTS:

**City of Auburn
Proposed Budget Amendments
6/30/2023**

	Proposed Amendment	Final
General Fund		
Revenues	1,890,770	6,823,602
Expenditures		
Legislative	(23,000)	65,648
Executive	6,900	74,608
Elections	-	5,350
Financial Administration	170,067	793,242
Law	1,157	21,157
IT	(15,000)	78,000
Government Buildings	527,326	768,495
Municipal Court	-	118,287
Police	114,999	2,247,978
Public Works	(139,500)	295,440
Roadways & Walkways	(20,800)	89,783
Electricity	14,300	114,806
Solid Waste Collection	365,680	365,680
Perry Rainey Center	276,475	304,675
Special Events/Festivals	6,400	90,765
Parks & Leisure	(54,071)	182,872
Library	2,081	166,801
Planning & Zoning	8,500	283,454
Code Enforcement	(9,663)	98,008
DDA	5,388	5,388
Main Street	165	165
Transfers Out	653,000	653,000
Expenditures Total		6,823,602
Auburn Owls		
Revenues	1,438	1,438
Expenditures	1,438	1,438
Downtown Development		
Revenues	9,113	44,813
Expenditures	9,113	44,813
URA Revenue Bond Fund		
Revenues	1,800,000	5,300,000
Expenditures	1,800,000	5,300,000