



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
July 11, 2024
6:00 PM
Council Chambers
1 Auburn Way
Auburn, GA 30011**

INVOCATION

PLEDGE

COUNCIL REPORTS AND ANNOUNCEMENTS

PUBLIC HEARING

1. Official Zoning Map for the City of Auburn- Sarah McQuade
2. Amendment to Livestock and Animal City Ordinance, Section 17.90.1010 and 19.90.020- Sarah McQuade

NEW BUSINESS

3. Citizen Comments on Agenda Items
4. Consent Agenda
 - a. Council Business Meeting Minutes- June 13, 2024
 - b. Council Workshop Meeting Minutes- June 27, 2024
 - c. Adoption of the Updated Official Zoning Map for the City of Auburn- Sarah McQuade
 - d. Approve Donation of Asphalt Millings from Auburn Police Foundation- Chief Hodge
 - e. Naming of New Firing Range- Chief Hodge
 - f. PRC Contract Amendment- Michael Parks
 - g. Closure of 4th Ave for Community Fellowship Event October 4, 2025- Michael Parks

VOTING ITEMS

5. Amendment to Livestock and Animal City Ordinance, Section 17.90.1010 and 19.90.020- Sarah McQuade
6. Water and Utility Rate Adjustment- Michael Parks
7. Citizen Comments

ADJOURNMENT

Agenda subject to change prior to meeting



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AGENDA ITEM: 1

TO: Mayor and Council

FROM: Sarah McQuade
City Planner

DATE: July 11, 2024

PURPOSE: Proposed adoption of the Updated Official Zoning Map for the City of Auburn

BACKGROUND: The purpose of this request is to record an updated Official Zoning Map for the City. The City last adopted an Official Zoning Map in 2021. In most cases, the update should be done on an annual basis to capture any annexations or rezonings approved during the previous 12 months.

In conjunction with this request an updated Future Land Use map was provided to add recently annexed parcels to the city limits.

PLANNING & ZONING COMMISSION RECOMMENDATION:
Recommendation to approve the Updated Future Land Use and Official Zoning Map, as presented.

FUNDING:
N/A

Future Land Use (2023)

- Agricultural
- Parks /Recreation/Conservation
- Public/Institutional
- Neighborhood Commercial
- General Commercial
- Corridor Commercial
- Mixed Use
- Single-Family Residential
- Multi-Family Residential
- Heavy Industrial
- Light Industrial



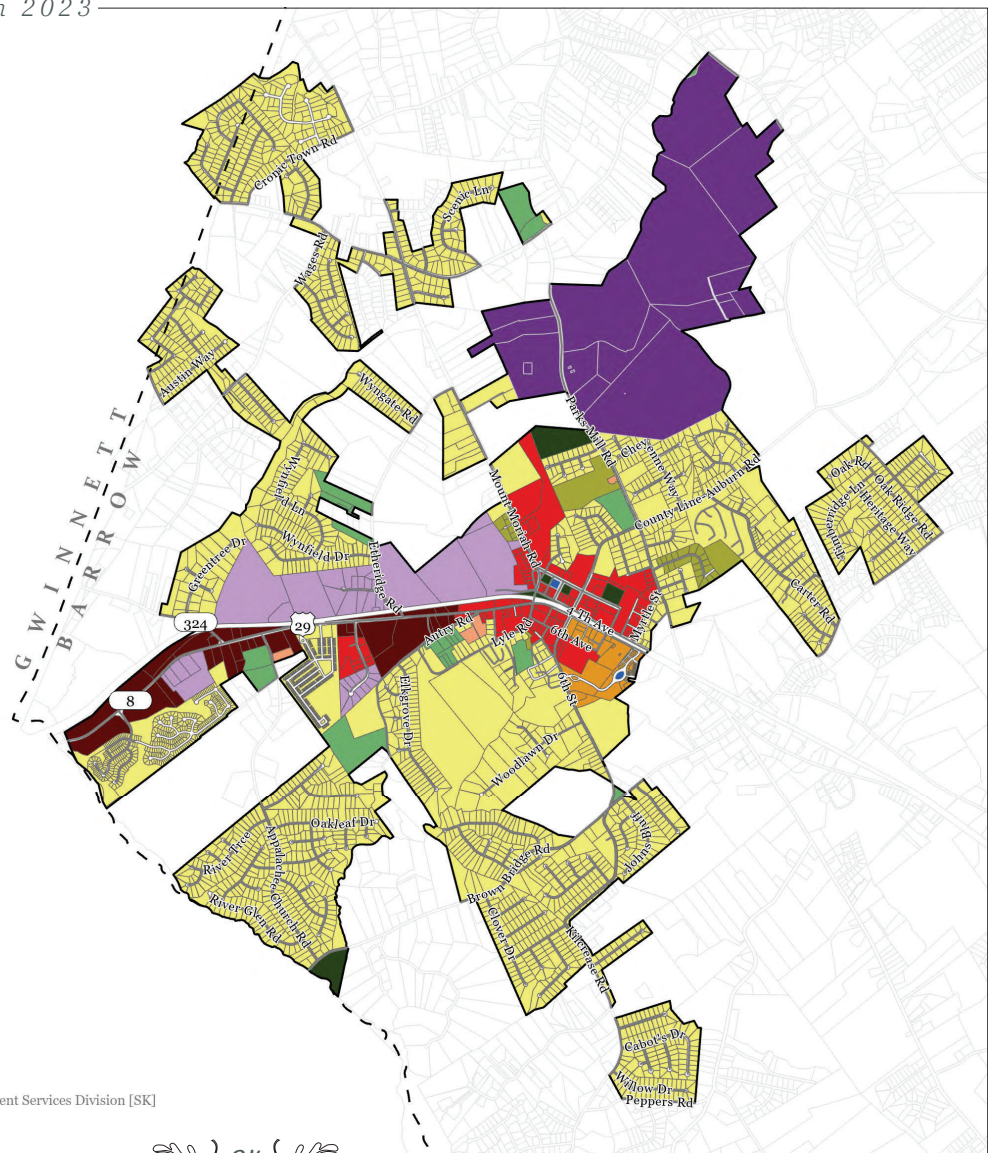
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NEGRC

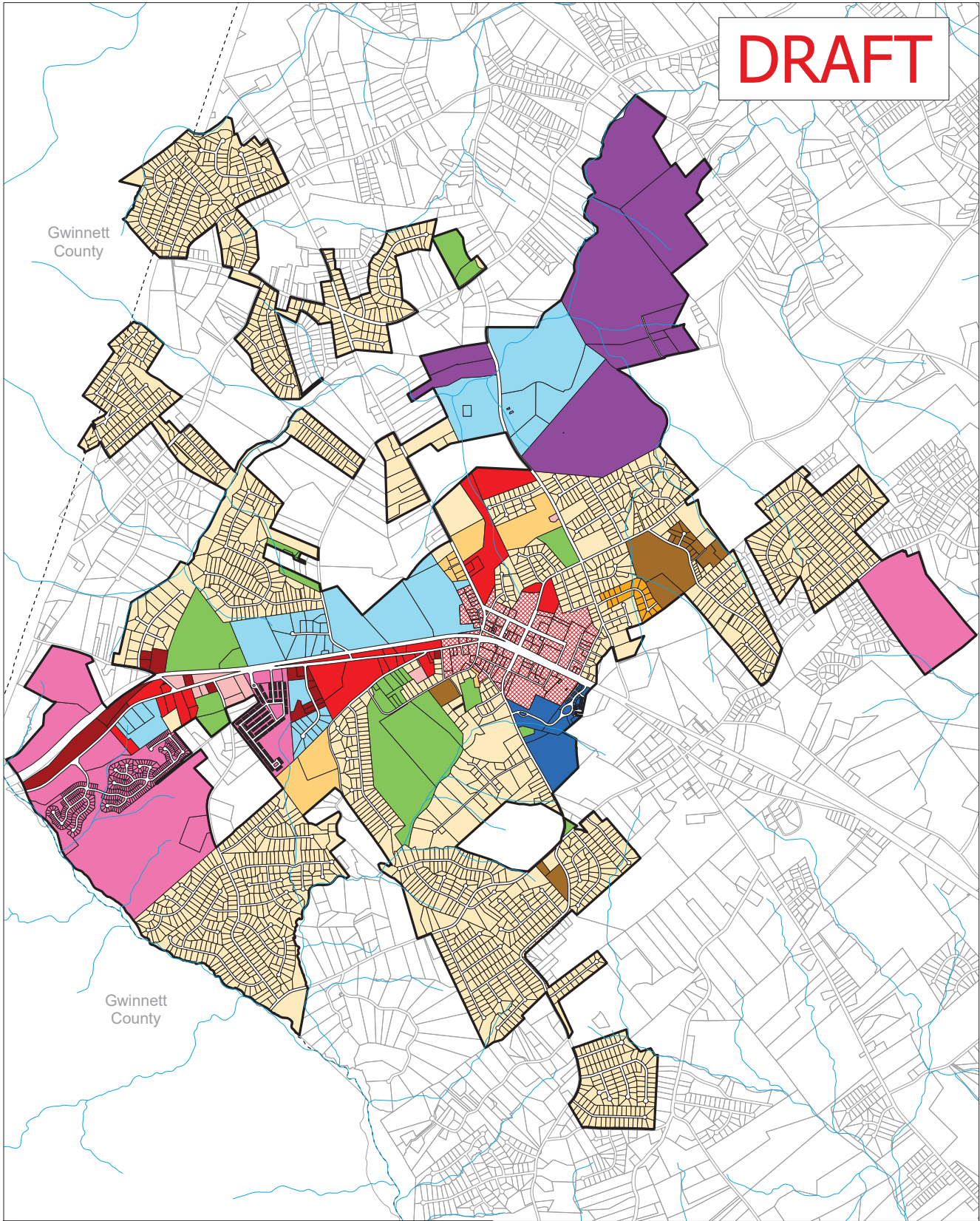
The information has been provided from general sources and is to be used only as a guide. The NEGRC assumes no liability for its accuracy or for any decisions the user may make based on this document.

Geographic Information Systems

8/3/2023
Planning & Government Services Division [SK]



DRAFT



LEGEND

- County Line
- 2024 Parcels
- City Limits
- Rivers and Streams

Zoning Districts

- | | | |
|-------|-----|------|
| AG | PSV | M1 |
| R-100 | CCD | M2 |
| RM8 | C1 | ADOD |
| RMD | C2 | |
| MH | C3 | |



Certified as the Official Zoning Map
for the City of Auburn

Rick Roquemore, Mayor

Date of Adoption



Map Last Updated:
4/23/2024

The City of Auburn assumes no responsibility for the legal accuracy of the information contained herein. All data is for informational purposes only.



MAYOR
Rick E. Roquemore

CITY ADMINISTRATOR
Michael E. Parks

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Taylor J. Sisk
Jamie L. Bradley
Joshua Rowan

AGENDA ITEM: 2

TO: Mayor and Council

FROM: Sarah McQuade
City Planner

DATE: July 11, 2024

PURPOSE: Proposed amendment to the City's Zoning Ordinance, Section 17.90.1010 and 17.90.020 regarding keeping chickens on residential properties in the City

BACKGROUND: The proposed ordinance will permit the keeping of chickens on residential properties in the City, subject to certain standards.

PLANNING & ZONING COMMISSION RECOMMENDATION:
Recommendation to approve the amended ordinance, as presented.

Commissioner Yoe voted against the recommendation of approval, stating that he felt the proposed setback distances were not significant enough to provide protection from a potential nuisance to an adjacent property owner.

FUNDING:
N/A

ORDINANCE NO.24-006

AN ORDINANCE
TO AMEND THE ZONING ORDINANCE OF
CITY OF AUBURN, GEORGIA

WHEREAS, the City has adopted a comprehensive Zoning Ordinance; and

WHEREAS, citizens and the City's Code Enforcement staff have requested certain changes to permit the limited keeping of poultry on residentially zoned property; and

WHEREAS, it is the best interest of the health, safety and welfare of the citizens of Auburn to amend the City Code to provide reasonable regulations to govern the safe keeping of poultry on residential property and to balance the interests of property owners and citizens of the City; and

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

SECTION 1

The following language is added at the end of Section 17.90.010(B)(13):

The raising and keeping of chickens for personal pleasure or utility on a parcel which contains the dwelling of the owner is permitted, provided that the parcel is at least three (3) acres in area and all animal quarters are located no closer than 100 feet to any property line.

SECTION 2

The existing Section Sec. 17.90.020(B)(9) is deleted, and the following are adopted and substituted in their place:

Sec. 17.90.020(B)(9)

The keeping of chickens for personal pleasure or utility on a parcel which contains the dwelling of the owner is permitted, subject to the following requirements:

- a. The minimum lot size for the keeping of chickens shall be ten thousand five hundred (10,500) square feet (1/4 acre).
- b. Chickens must be kept securely in an enclosed yard or 6-sided pen at all times.

- c. Chickens must be housed at least twenty (20) feet from any property line, and fifty (50) feet from any residence other than the owner's residence.
- d. Any structure housing chickens must be located in the rear yard.
- e. The keeping of roosters is not allowed.
- f. The maximum number of chickens shall be as follows: Lots 10,500 square feet (1/4 acre) to 12,499 (.28 acre) square feet: maximum of 3 chickens; lots 12,500 square feet to 21,780 (.5 acre) square feet: maximum of 5 chickens; lots 25,000 (.57 acre) square feet to 39,999 (.91 acre) square feet: maximum of 10 chickens; lots of 40,000 (.91 acre) square feet to 2.99 acres: maximum of 14 chickens; lots 3 acres or larger: no maximum.
- g. Each coop shall have at least four (4) square feet of floor space per chicken over four (4) months old.
- h. Chickens are only permitted as pets or for egg laying production; chickens cannot be kept for slaughter.
- i. Chickens must be kept under sanitary conditions and shall not be a public nuisance as defined by State law.
- j. Penalties for violation of this subsection shall be a fine upon conviction not to exceed \$1,000.00 per occurrence. Each day that such a violation of this subsection exists may constitute a separate offense. Citations for violations shall be heard and decided in the City of Auburn Municipal Court.

Sec. 17.90.020(B)(10)

No chickens may be kept on any property in the Downtown Overlay District or the City Center District.

SECTION 3

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

SECTION 4

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.

SECTION 5

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

SECTION 6

This Ordinance and the amendments outlined herein shall be effective immediately upon their adoption by the Mayor and City Council.

SO ORDAINED this ____ day of _____, 2024.

Rick Roquemore, Mayor

Joshua Rowan, Council Member

Robert L. Vogel, III Council Member

Taylor J. Sisk, Council Member

Jamie L. Bradley, Council Member

ATTEST:

Michael Parks, 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

**CITY OF AUBURN
MAYOR AND COUNCIL
MEETING IN COUNCIL CHAMBERS
JUNE 13, 2024
6:00 PM
Council Chambers
1 Auburn Way
Auburn, GA 30011**

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

City Staff in Attendance: Chief Hodge, Staci Waters, Brooke Haney, Jim Aton, Belinda Outwater, Iris Akridge

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

Pastor Marshall Clack gave the invocation.

Chief Hodge led the pledge to the flag.

Council Reports and Announcements

Mayor Roquemore asked for Council Reports and Announcements. Staci Waters invited those in attendance to Food Truck Friday tomorrow, Farmers Market every Tuesday from 4-7 PM, and the Independence Day Celebration on June 29th.

NEW BUSINESS

Item 2: Citizen Comments on Agenda Items

Mayor Roquemore asked for any citizen comments for items on tonight's agenda. None were given.

Item 3: Consent Agenda

Mayor Roquemore asked if any of the consent agenda items needed to be removed for further discussion. None were given.

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

- a. Council Business Meeting Minutes- May 9, 2024
- b. Council Workshop Meeting Minutes- May 23, 2024
- c. Council Special Called Meeting Minutes- Retreat- May 30,2024

- d. Amend Retail Package Sales of Alcohol, and Days and Hours of Sale Section 5.50.1170- Ordinance 24-007
- e. Geotechnical Baseline Report (GBR) for Raw Water Storage Pond
- f. Final Plat Approval of 1612 Atlanta Highway
- g. Final Plat Approval of Harmony Phase 2A Final Plat

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

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

Second: By **Council Member Rowan**.

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

VOTING ITEMS

Item 4: Auburn Station Townhome Waiver Request

Sarah McQuade presented

Rick Yost With Yost Communities presented with plats for alternative options (See attached)

Mayor Roquemore asked for a motion.

Motion: Made by **Council Member Sisk** to deny the waiver application.

Second: By **Council Member Rowan**.

Mayor Roquemore asked for any discussion. **Council Member Sisk and Council Member Rowan** had voiced their concerns on dead end road. The council voted to deny the waiver 4-0.

Item 5: Downtown Overlay Moratorium

Sarah McQuade presented.

Mayor Roquemore asked for a motion to approve the proposed moratorium ordinance according to staff recommendation.

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

Second: By **Council Member Rowan**.

Mayor Roquemore asked for any discussion. **Council Member Sisk** commented that he thought this was a great opportunity for staff to address concerns about the downtown overlay.

Votes were taken with all the members present voting yes.

Item 6: LRA Grant Paving Project

Iris Akridge presented.

Mayor Roquemore asked for a motion to approve with staff recommendation.

Motion: Made by **Council Member Sisk** to approve as presented by staff.

Second: By **Council Member Rowan**.

Mayor Roquemore asked for any discussion. There was none.

Votes were taken with all the members present voting yes.

Item 7: Citizen Comments

Mayor Roquemore asked for any citizen comments. There was none. No citizen comments were made.

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

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

Second: By **Council Member Bradley**.

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

Respectfully submitted,

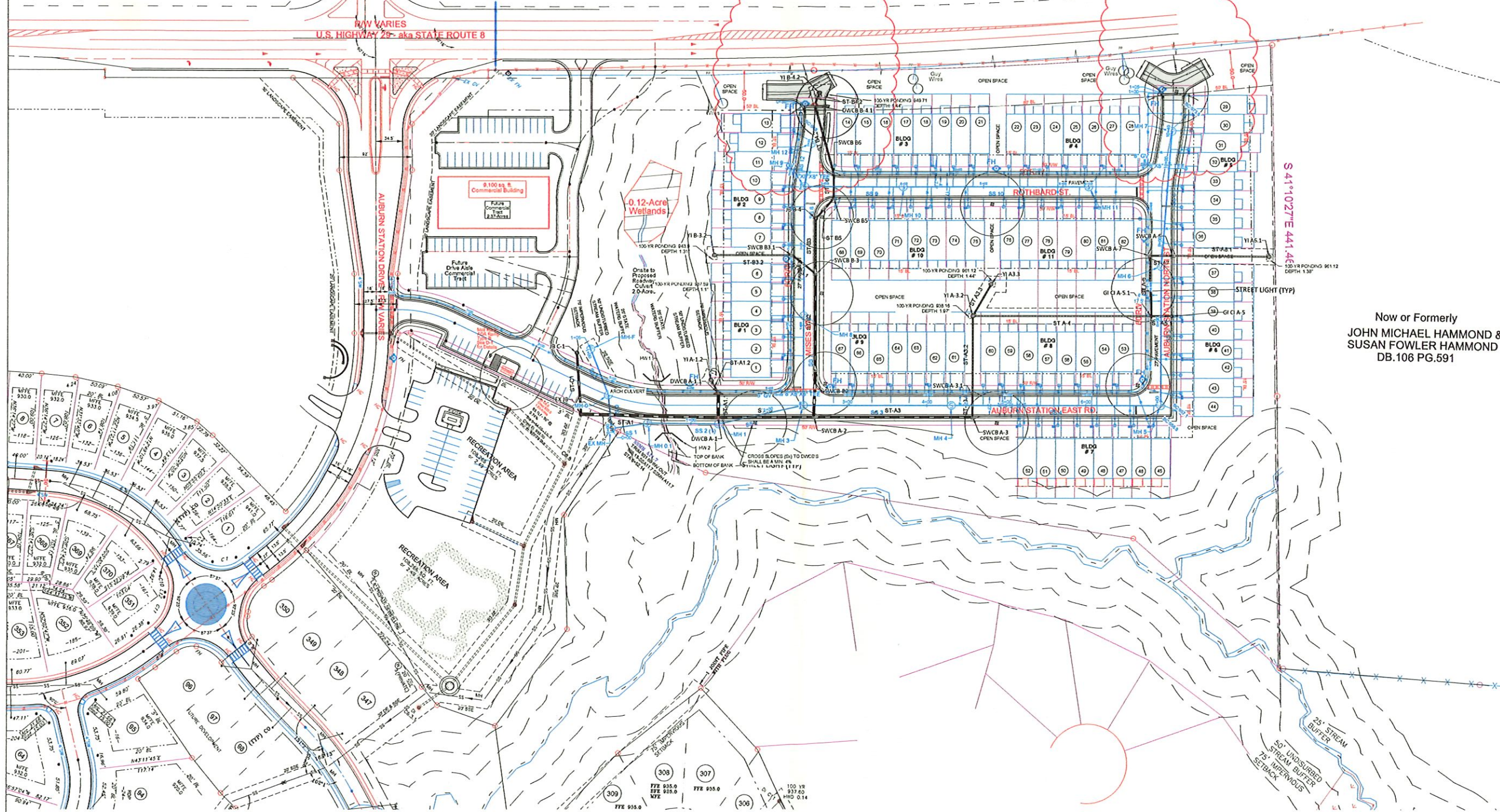
Read and approved this _____ Day of June 2024

Attest:

Mayor Richard Roquemore

Highway 29 / S.R. 8

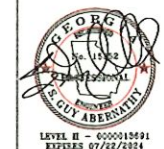
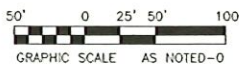
U.S. Highway 29 / S.R. 8



Now or Formerly
 JOHN MICHAEL HAMMOND &
 SUSAN FOWLER HAMMOND
 DB.106 PG.591

GENERAL NOTES FOR THE DEVELOPER:

1. THIS REVIEW DOES NOT IMPLY, GRANT, OR CONSTITUTE SEWER CAPACITY BY THE CITY OF AUBURN IN ANY MATTER. IT IS THE DEVELOPER'S RESPONSIBILITY TO ADDRESS CAPACITY SEPARATELY WITH THE APPROPRIATE CITY REPRESENTATIVE.
2. THIS REVIEW IS FOR CONFORMANCE TO THE CITY OF AUBURN DEVELOPMENT STANDARDS ONLY. ALL AND ANY OTHER NECESSARY PERMITS SUCH AS DOT, NPDES, COE, ETC. ARE THE RESPONSIBILITY OF THE DEVELOPER.
3. THIS COMMENT LETTER IS ISSUED AS A CONVENIENCE FOR THE DESIGN ENGINEER AND IS NOT PRESENTED AS A COMPREHENSIVE ANALYSIS OF ALL DEVELOPMENT REQUIREMENTS AND DOES NOT EXONERATE IN ANY WAY THE RESPONSIBILITY OF THE DESIGN ENGINEER FROM COMPLYING WITH ALL THE DEVELOPMENT STANDARDS.

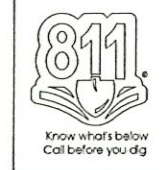


CONSULTANTS
 SURVEYORS
 ENGINEERS
 PLANNERS



174 DACULA ROAD - DACULA, GA. 30019

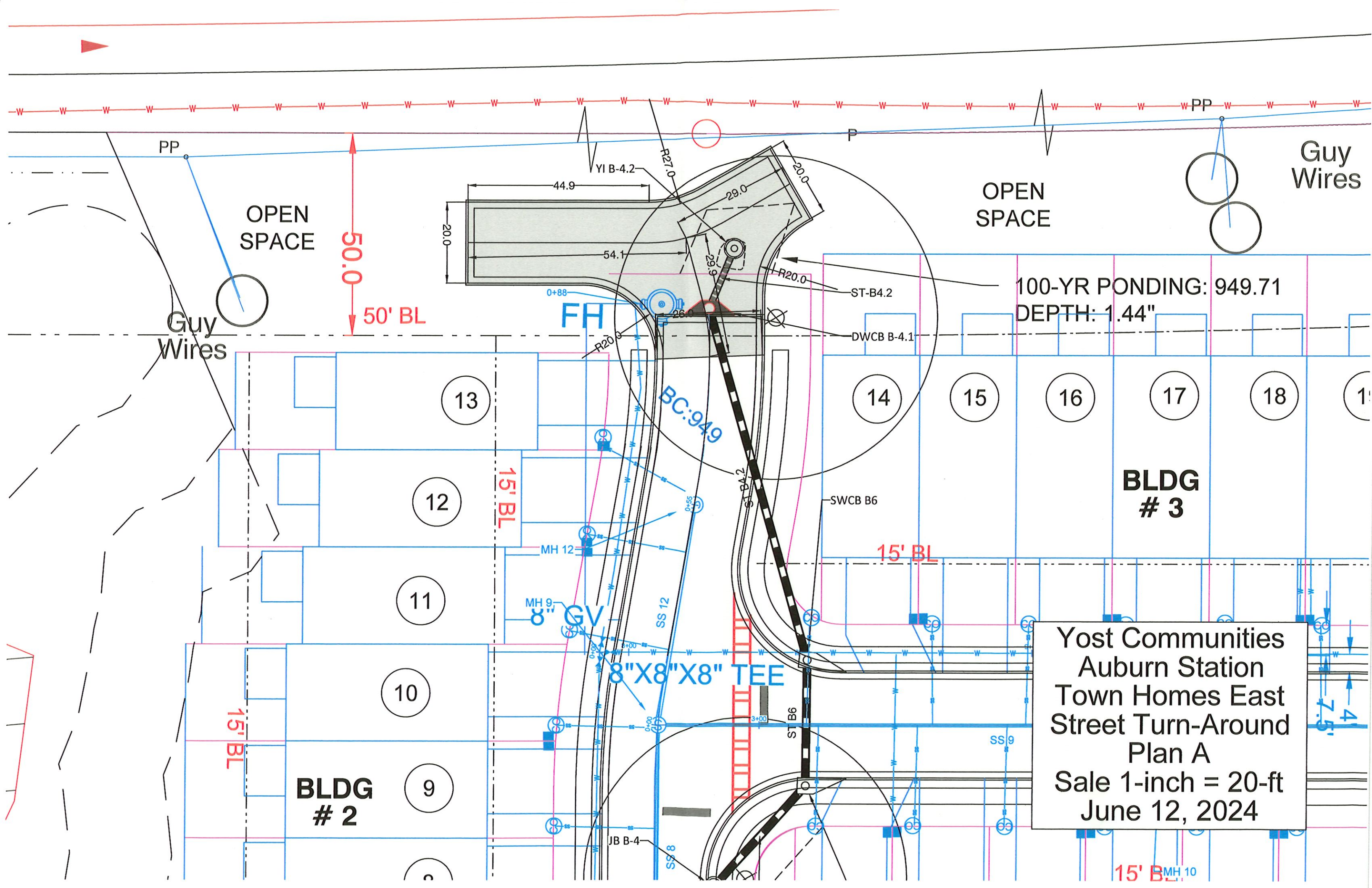
COUNTY:	BARROW
DISTRICT/PARCEL:	GMD 1740
LAND LOT(S):	07/07/23
DATE:	AS NOTED
SCALE:	AS NOTED
JOB NO.:	05040



UTILITY PLAN FOR:
AUBURN STATION
 TOWNHOMES EAST

REVISIONS	NO.	DATE

SHEET
C-3.1



OPEN SPACE

OPEN SPACE

Guy Wires

Guy Wires

100-YR PONDING: 949.71
DEPTH: 1.44"

BLDG # 3

BLDG # 2

Yost Communities
Auburn Station
Town Homes East
Street Turn-Around
Plan A
Sale 1-inch = 20-ft
June 12, 2024

50.0
50' BL

15' BL

15' BL

15' BL

15' BL

FH

BC:949

8"X8"X8" TEE

PP

PP

44.9

20.0

20.0

29.0

54.1

29.9

ST-B4.2

DWCB B-4.1

13

14

15

16

17

18

12

11

10

9

MH 9

MH 12

SS 12

SWCB B6

ST B6

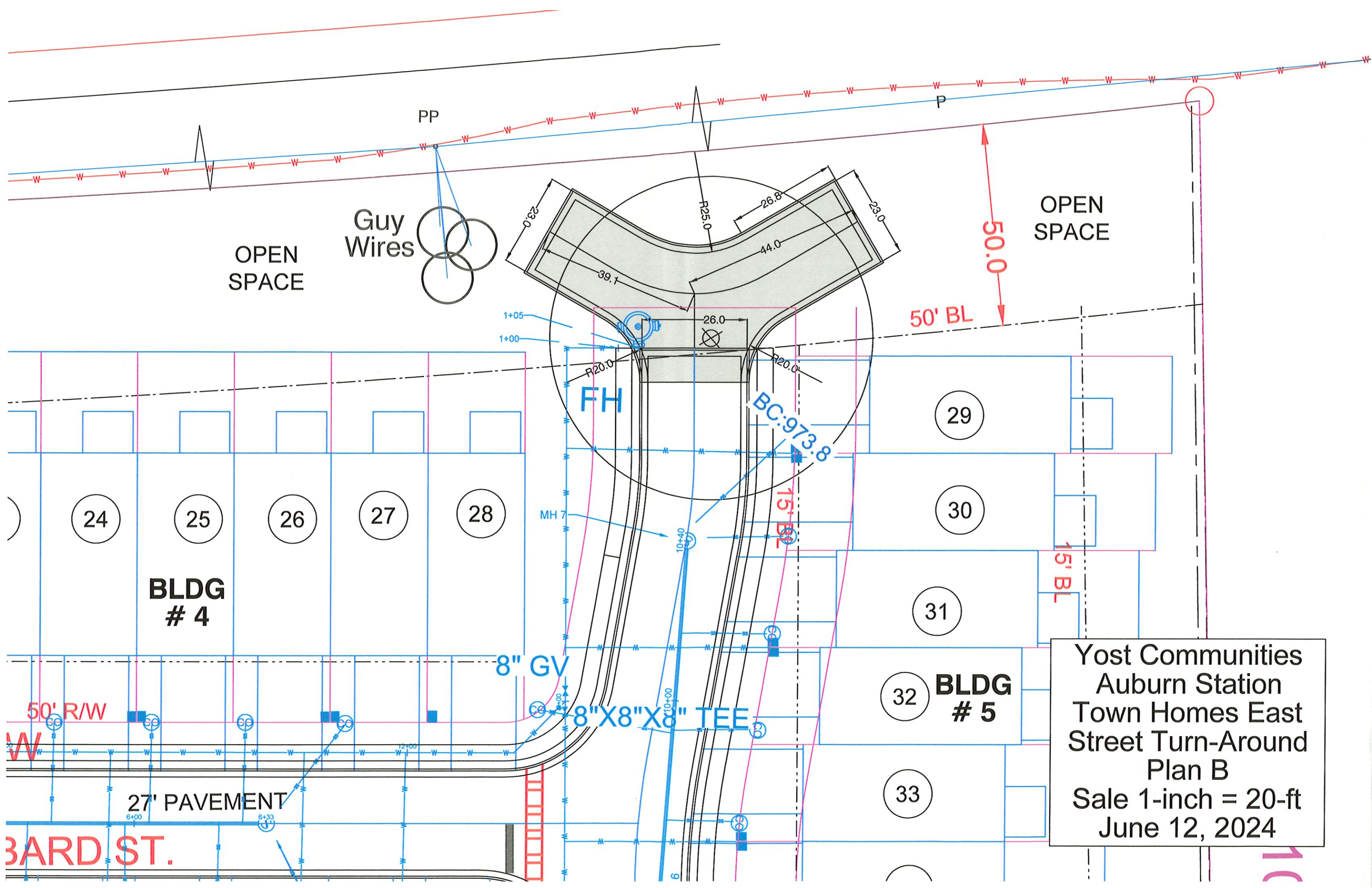
SS 9

JB B-4

SS 8

MH 10





OPEN SPACE

Guy Wires

OPEN SPACE

BLDG # 4

29

24

25

26

27

28

30

31

32

BLDG # 5

33

Yost Communities
 Auburn Station
 Town Homes East
 Street Turn-Around
 Plan B
 Sale 1-inch = 20-ft
 June 12, 2024

50' R/W

BARD ST.

27' PAVEMENT

50' BL

50.0

15' BL

FH

BC:973.8

8" GV

8"X8"X8" TEE

PP

P

1+05

1+00

26.0

39.1

26.8

44.0

23.0

23.0

R25.0

R20.0

R20.0

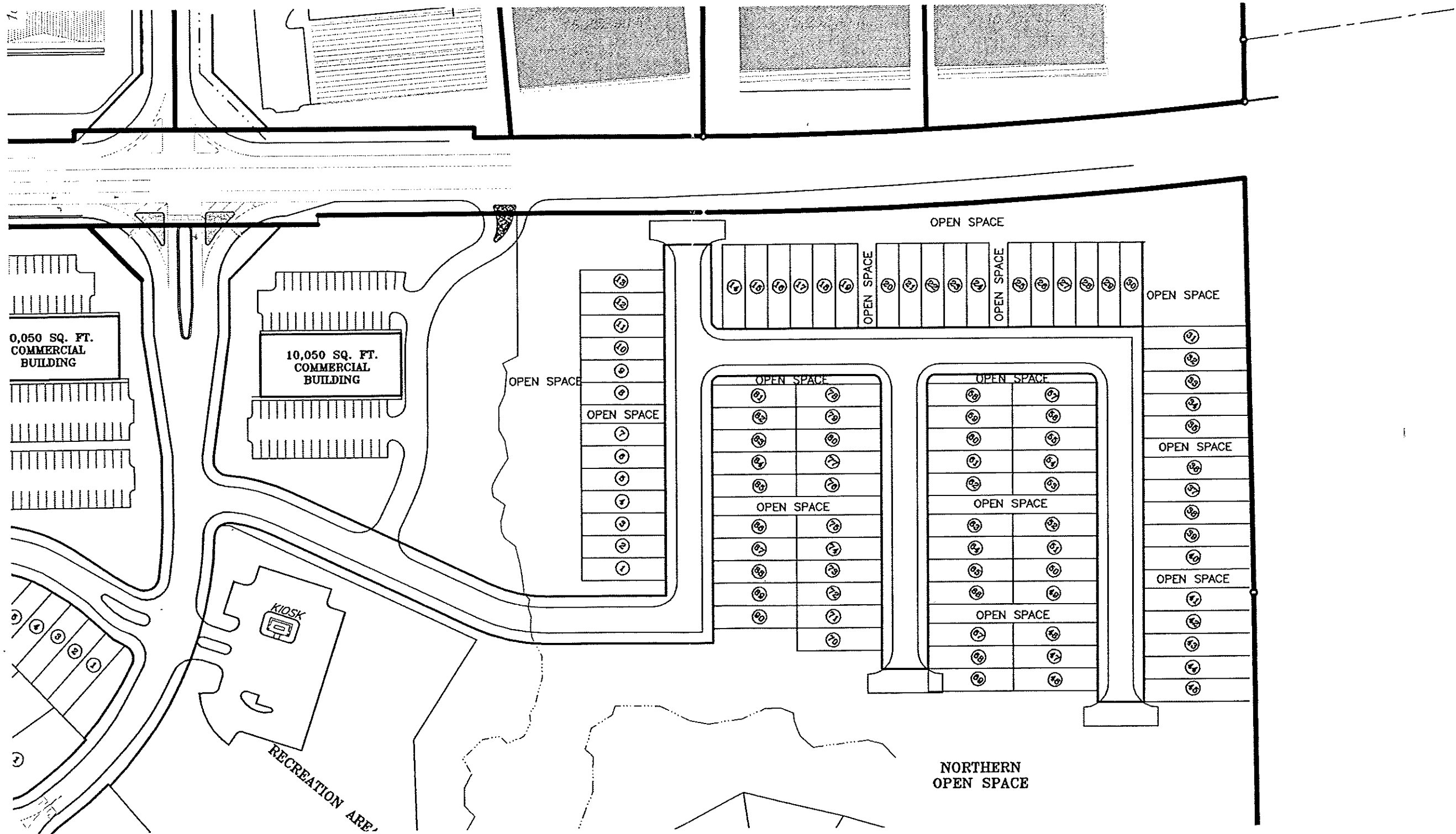
10+01

15' BL

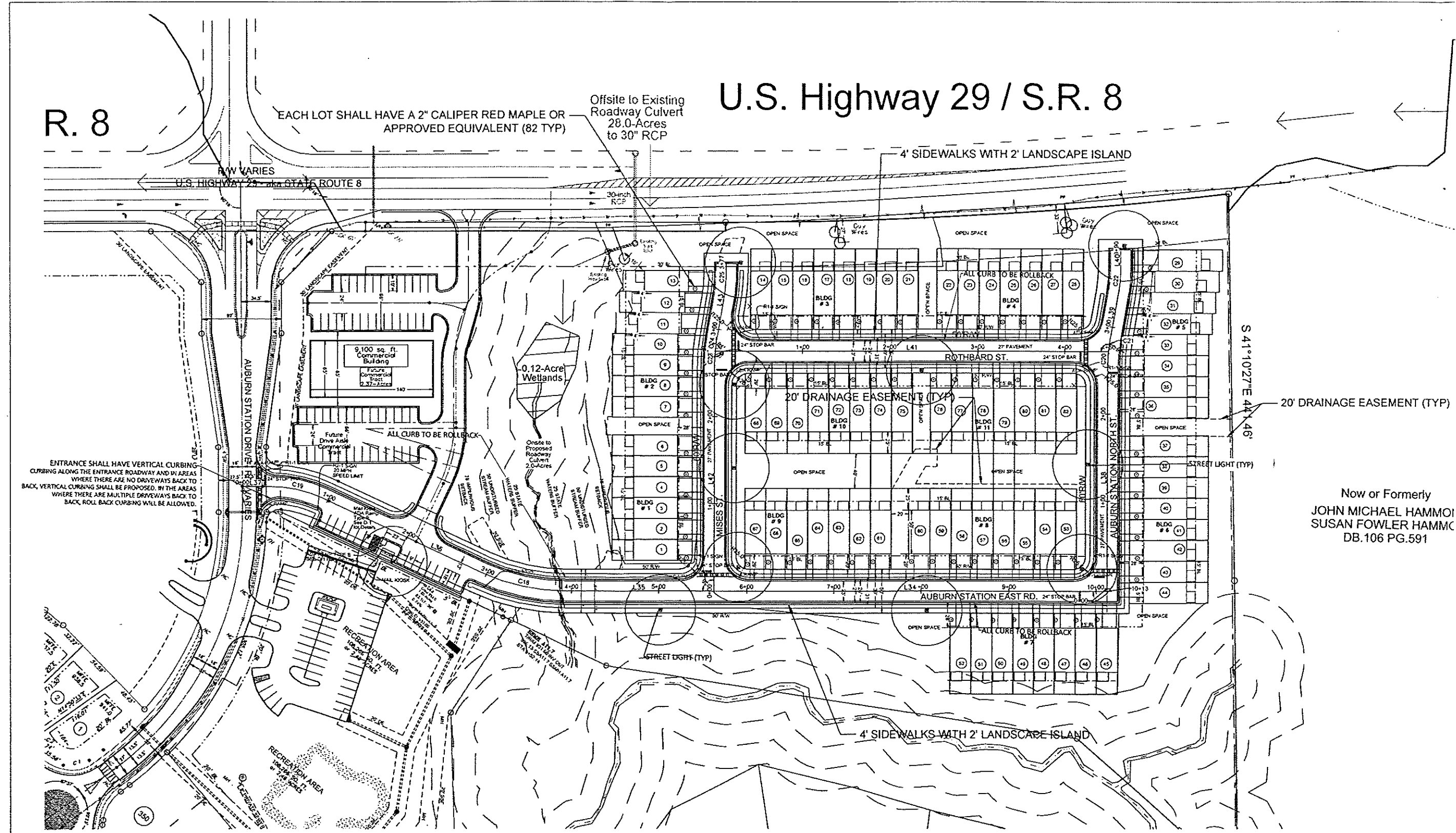
9

10

Approved Concept Plan



Current Plan



R. 8

U.S. Highway 29 / S.R. 8

EACH LOT SHALL HAVE A 2" CALIPER RED MAPLE OR APPROVED EQUIVALENT (82 TYP)

Offsite to Existing Roadway Culvert 28.0-Acres to 30" RCP

4' SIDEWALKS WITH 2' LANDSCAPE ISLAND

ENTRANCE SHALL HAVE VERTICAL CURBING CURBING ALONG THE ENTRANCE ROADWAY AND IN AREAS WHERE THERE ARE NO DRIVEWAYS BACK TO BACK, VERTICAL CURBING SHALL BE PROPOSED. IN THE AREAS WHERE THERE ARE MULTIPLE DRIVEWAYS BACK TO BACK, ROLL BACK CURBING WILL BE ALLOWED.

0.12-Acre Wetlands

9,100 sq. ft. Commercial Building

20' DRAINAGE EASEMENT (TYP)

Now or Formerly JOHN MICHAEL HAMMOI SUSAN FOWLER HAMMC DB.106 PG.591

AUBURN EAST RD.			
Number	Radius	Length	Line/Chord Direction
L37		30.48	N49° 37' 14.46"E

NOTE: ALL CURB DIMENSIONS ARE FROM THE BAC
NOTE: ALL TRAFFIC CONTROL SIGNS THAT ARE BE



MAYOR
Rick E. Roquemore

CITY ADMINISTRATOR
Michael E. Parks

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Taylor J. Sisk
Jamie L. Bradley
Joshua Rowan

CITY OF AUBURN
City Council Workshop Meeting
JUNE 27, 2024
6:00 PM
Council Chambers
1 Auburn Way
Auburn, GA 30011

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

City Staff in Attendance: Chief Hodge, Staci Waters, Brooke Haney, Belinda Outwater, Iris Akridge, Michael Parks, Jack Wilson

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

Penny Clack From Barrow County Fire Department presented information on Barrow County's Emergency Notification System.

WORK SESSION

Item 1: Tree Ordinance Update-

Jack Wilson presented

a draft of a new Tree Ordinance

Council discussed and agreed to review the current ordinance instead of adopting a new ordinance at this time.

Item 2: Adoption of the Updated Official Zoning Map for the City of Auburn

Jack Wilson presented

-Placed on July 11, 2024, Council Business Agenda for public hearing and vote.

Item 3: Amendment to Livestock and Animal City Ordinance, Section 17.90.1010 and 19.90.020

Michael Parks presented

-Placed on July 11, 2024, Council Business Agenda for public hearing and vote.

Item 4: Approve Donation of Asphalt Millings from Auburn Police Foundation

Chief Hodge presented

-Placed on July 11, 2024, Council Business Agenda

Item 5: Naming of New Fire Range

Chief Hodge presented

-Placed on July 11, 2024, Council Business Agenda

Item 6: PRC Contract Amendment

Michael Parks presented

-Placed on July 11, 2024, Council Business Agenda

Item 7: Closure of 4th Ave for Community Fellowship Event October 4, 2025

Michael Parks presented

-Placed on July 11, 2024, Council Business Agenda

Mayor Roquemore asked if there were any citizen comments.

Cameron Whitehead 164 Johns Bluff, Auburn, GA 30011 spoke against agenda item #1. He also suggested that two members of the Council should agree on an item before the research is done to have it discussed in a Council meeting or Workshop meeting.

David Kelly 316 Wyngate Rd., Auburn, Ga 30011 spoke against agenda item #1.

Rob Yoe 531 Wynfield Dr. Auburn, Ga 30011 spoke against agenda item #1.

Alyssa Knaut 1352 6th Ave., Auburn, GA 30011 spoke against agenda item #1.

Joeshph Nix 317 Wyngate Rd., Auburn, GA 30011 spoke against agenda item #1. He also spoke on agenda item #3, advocating for more chickens per lot size.

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

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

Second: By **Council Member Sisk**.

Mayor Roquemore asked for any discussion. There was none. Votes were taken with all members present voting yes. After Executive Session, the City Attorney reported that during Executive Session the Council met to discuss potential litigation and personnel matters as allowed by the Open Meetings Act. There were no votes taken and no evidence received in the Executive Session. The original affidavit and resolution have been signed and delivered to the staff to be included with the minutes of this meeting.

Approved this _____ Day of June 2024
Attest:

Mayor Richard Roquemore



City of Auburn Police Department



A Community Oriented Law Enforcement Agency

Chris Hodge
Chief of Police

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

Rick Roquemore
Mayor

Agenda Item No. D

To: Mayor and Council
From: Chief Chris Hodge
Date: June 27th, 2024

Purpose

A request to accept a donation of asphalt millings from the Auburn Police Foundation

Background

A request is being made by the Police Department to accept a donation of asphalt millings from the Auburn Police Foundation to complete our firing range. The millings were going to be purchased but were later donated to the foundation by Sunbelt Asphalt. This donation will save the City \$8,600.00 and complete our new range project.

Funding

No funding necessary

Recommendation

Approve accepting the donation of asphalt millings from the Auburn Police Foundation

Attachments

1. Photos of the firing range with asphalt millings



City of Auburn Police Department



A Community Oriented Law Enforcement Agency

Chris Hodge
Chief of Police

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

Rick Roquemore
Mayor

Agenda Item No. E

To: Mayor and Council
From: Chief Chris Hodge
Date: June 27th, 2024

Purpose

A request to name the new firing range after City employees' Joe Moravec and Sgt. Marc Pharr

Background

A request is being made by the Police Department to name the new Auburn Police Firing Range after the two City employees who built the range. Public Works employee Joe Moravec and Public Information Officer Sgt. Marc Pharr designed and constructed the new range with only a budget of \$12,500.00. Absent their work, it is estimated that the final cost of the range would have been between \$75,000.00 and \$100,000.00. Their efforts not only guaranteed the Police Department had a quality range to practice on but also accounted for a substantial cost savings to the City.

Funding

No funding necessary

Recommendation

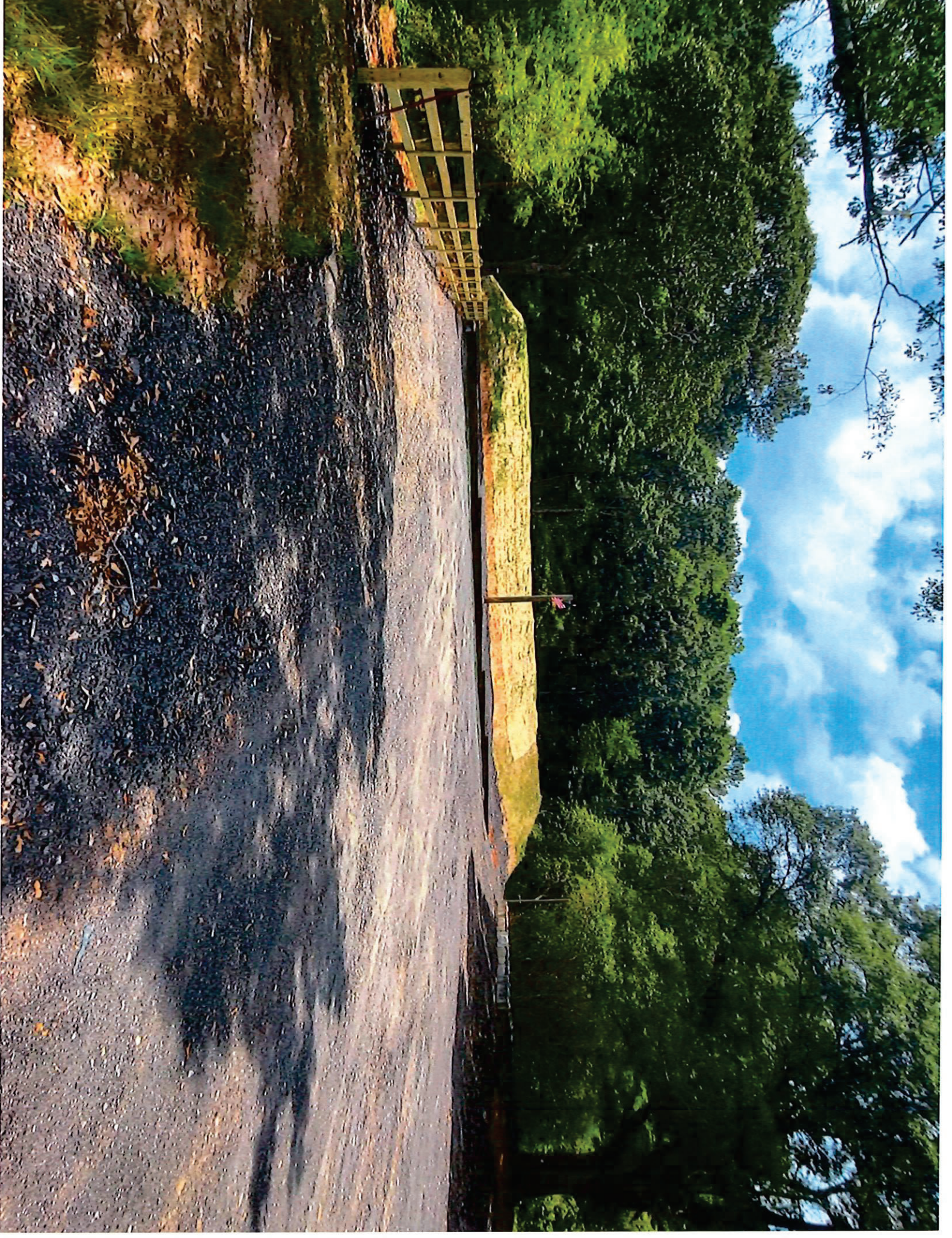
Approve naming the new firing range, "The Moravec-Pharr Firing Range."

Attachments

1. Photos of the completed firing range









MAYOR
Rick E. Roquemore

CITY ADMINISTRATOR
Michael E. Parks

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

AGENDA ITEM: F

TO: Mayor and Council

FROM: Michael Parks
City Administrator

DATE: June 27, 2024

PURPOSE: To amend the current PRC contract with a new tenant.

BACKGROUND: There has been a change of ownership of the business that we currently have an agreement with at the PRC. It is necessary for us to update the current lease agreement to reflect the new business owner's details.

RECOMMENDATION: To approve updating the lease agreement with the new business owner as presented by staff.

FUNDING:
N/A

STATE OF GEORGIA

COUNTY OF BARROW

AMENDED LEASE

THIS AMENDED LEASE AGREEMENT made this _____ day of _____, 2024 between the CITY OF AUBURN, GEORGIA, a political subdivision of the State of Georgia (hereinafter "Landlord") and RANDY PAUL WHITE d/b/a/ CLASSIC REMODELING (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Tenant has acquired certain assets and succeeded the business operations of the former Tenant of the Leased Premises; and

WHEREAS, Landlord wishes to amend the Lease as provided and described herein to Tenant;

WHEREAS, Tenant wishes to accept and occupy the property in accordance with the terms and conditions outlined herein;

NOW, in consideration of the mutual promises contained herein, it is agreed as follows:

1. Leased Premises. Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the basement of the improved property which is designated as all that tract or parcel of land lying and being in the City of Auburn, Barrow County, Georgia, and being commonly known Auburn Center, 16 College Street, Auburn, Georgia and being Tax Parcel AU-11-076.

2. Term. The term of this Lease shall be from June 1, 2024 and ending on May 31, 2025.

3. Rent. Tenant shall pay Landlord the sum of \$ _____ per month rent on the first day of each month, and a late fee of \$100.00 for each payment not delivered by the first day of each month, in addition to all other payments and charges due hereunder.

4. Use of the Premises. It is understood by the parties hereto that Tenant shall use the premises for an art molding studio operated by the Tenant. Tenant shall not store any flammable or hazardous materials on the site. Tenant shall maintain proper ventilation for his use of the space and install any devices or

improvements necessary for proper ventilation.

5. Governmental Approvals. Tenant shall be responsible for and shall secure promptly all necessary governmental approvals, including, but not limited to, all licenses necessary to operate Tenant's business.

6. Construction, Alterations, Repairs. Landlord shall be responsible for maintenance of the roof and all operating systems within the building including heating and air conditioning. During the term of this Lease and any renewals or extensions thereof, Tenant shall not make any alterations to the structure or windows. Tenant shall maintain the premises in good condition at all times during the term of this Lease and any extensions or renewals thereof. In the event Tenant fails to make a necessary repair, Landlord may, but shall not be required to, enter upon the premises and perform the repair at the Tenant's expense. All improvements, fixtures, and modifications of any nature constructed or installed by Tenant on the leased premises shall become the property of Landlord and shall not be removed therefrom by Tenant.

If Tenant desires to make any improvements or modifications to the Premises, Tenant shall provide Landlord a description and summary of the improvements Tenant intends to make. All such improvements including colors and finishes shall be approved by the City Administrator prior to the Tenant or its contractors performing any work on the leased premises.

7. Additional Rent. Tenant shall pay all taxes, if any, assessed against the property leased hereunder including, but not limited to personal property taxes, sewer rents, water rents and special improvement district levies. In the event Tenant fails to pay such taxes as they become due, Landlord may pay them and charge such expenses to Tenant as additional rent. Such additional rent shall become due and payable on the first day of the month after which the Landlord has paid any such taxes.

8. Insurance. Tenant shall maintain general liability insurance on his operations in leased premises in at least the amount of \$1,000,000.00 per claim. Landlord shall be named as an additional insured. Tenant shall provide Landlord with certificates of insurance evidencing such coverage, together with proof of premium payment, at least once each year. Tenant shall secure a provision in each policy of insurance requiring that at least thirty (30) days written notice be given to the Landlord by the insurance

carrier prior to cancellation of any policy.

In the event Tenant fails to secure such insurance, Landlord may obtain the same and charge the premiums to Tenant as additional rent, which shall be due and payable on the first day of the month after which Landlord paid such premiums.

9. *Sublease.* Tenant shall not be allowed to sublease the premises without the written consent of the City of Auburn, Georgia.

10. *Destruction by Fire or other Casualty.* In the event that the building described herein shall be totally destroyed by fire or other casualty, Tenant shall not be required to rebuild. Instead, the Lease shall be terminated as of the date of such loss.

11. *Indemnification.* Tenant does hereby covenant and agree with Landlord that it will indemnify and hold Landlord harmless from and against any and all liability, damages, penalties or judgments arising from injury to person or property sustained by anyone in and about the leased premises due to any acts or acts of omission or commission of Tenant, or Tenant's officers, agents, servants, employees, contractors or assignees. Tenant shall, at its own cost and expense, defend against any and all suits or actions (whether just or unjust) which may be brought against Landlord because of any such above-mentioned matter, claim or claims. Landlord shall not be responsible or liable for any damage to any property, fixtures, buildings or other improvements, or for any injury to any person or persons, at any time on the leased premises, including any injury to Tenant or to any of Tenant's officers, agents, servants, employees, contractors, customers or assignees, except as may result from any act or acts of omission or commission of Landlord or Landlord's officers, agents, servants, employees, assignees or contractors.

12. *Intentionally deleted.*

13. *Inspection.* Landlord shall have the right to enter upon the premises at any reasonable hour to inspect for compliance with the terms of this Lease. Landlord shall provide Tenant with notice of the inspection at least two (2) hours prior to making the inspection.

14. *Environmental Provisions.* Tenant shall comply with all environmental laws, orders and

regulations of federal, state, county and municipal authorities, and with any directive issued pursuant to law by any public officer thereof, which shall impose any order or duty upon Tenant pertaining to the construction, use or occupancy of the leased premises by Tenant, its assignees or subleases.

15. *Trash.* Tenant shall store all trash, debris and all other waste materials in a fireproof container, and normal office wastepaper and other normal office trash in waste baskets within the leased premises. In no event shall any trash, debris or waste materials be stored outside the building.

16. *Landlord's reservation of first floor.* Landlord reserves the right to schedule events on the first floor of the premises. City events shall at all times have priority for the use of the first floor of the premises. In the event Tenant wishes to utilize the first floor for an event, it shall coordinate with the City Administrator to determine that no scheduling conflict exists.

17. *Automatic Renewal, Termination and End of Term.* This Lease shall be automatically renewed from year to year unless either party shall give written notice of termination to the other party at least thirty (30) days prior to the annual termination date. At any time during the term of this Contract or the renewal term(s) of this Contract the parties may agree to extend or terminate the Contract. Notwithstanding any other provision of this Lease, either party may terminate this Lease with or without cause upon giving sixty (60) days notice to the other. Upon expiration or other termination of this Lease, Tenant shall quit and surrender to Landlord the leased premises, broom clean, in good order and condition, reasonable wear and tear and damage by fire or other casualty excepted. Pursuant to O.C.G.A. Sec. 36-60-13, this Lease will terminate immediately and absolutely in the event appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the Landlord under the Lease.

18. *Notices.* Any notice required to be given to Landlord shall be in writing and sent certified mail, return receipt requested, at the following address:

City of Auburn, Georgia
1 Auburn Way
Auburn, Georgia 30011
Attention: City Administrator

Copy to: Robert Jackson Wilson, PC
295 S. Culver Street, Suite C
Lawrenceville, Georgia 30046

Any notice required to be given to Tenant shall be in writing and sent certified mail, return receipt requested, at the following address:

Randy Paul White
1360 Cambridge Court
Bethlehem, GA 30620

19. Waiver. Any failure by either party to enforce any right arising hereunder shall not be deemed a waiver of such right.

20. Amendments. This Agreement may only be modified by a written amendment signed by both parties. An oral modification shall not be binding on either party.

21. Captions. The captions preceding the paragraphs of this Lease are inserted only as a matter of convenience and for reference purposes, and in no way define, limit or describe the scope of this Lease, nor the intent of any provision of this Lease.

22. Default. The following shall be events of default on the part of Tenant under the terms of this Lease:

- (a) failure to pay rent or added rent when due;
- (b) failure to comply with any law, regulation, policy or order of any lawful governmental authority;
- (c) failure to comply with any lease provision contained herein;
- (d) vacating or abandoning the premises.

In the event of default, Landlord shall give written notice of default to Tenant, specifying the nature of the default. Tenant shall have twenty (20) days from the date of notice to cure a default in rent payment. Tenant shall be entitled to thirty (30) days from the date of notice to cure all other defaults. If Tenant fails to cure the default within the specified time, Landlord may terminate this Lease and remove Tenant by summary proceedings or otherwise.

The obligation of Tenant to pay rent for the remainder of the term shall continue after removal. Landlord may re-rent the premises and apply the rents, first to the cost of removing Tenant, including

reasonable legal fees and court cost, next to the cost of refurbishing the space, last to the rent due by Tenant. Tenant shall remain liable for any deficiency. Landlord may re-rent the property for a lower rent and/or a longer term without releasing tenant from its obligation to pay rent as specified herein. If Landlord files any action to recover unpaid rent or for any other default or breach of the terms of this Lease, Tenant shall pay Landlord's reasonable attorney's fees and expenses of litigation incurred in such action.

23. Assignment. Tenant shall not assign its rights or obligations under this Lease to any party without the express written consent of Landlord. Landlord may withhold its consent without reason. If Landlord agrees to give its consent to the assignment, it may condition the consent on receiving a satisfactory financial statement from the assignee. Tenant shall provide Landlord with a fully executed copy of the assignment and all ancillary documents pertinent to the transfer.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

LANDLORD:

CITY OF AUBURN, GEORGIA

By: _____ (SEAL)
Mayor Richard E. Roquemore

Attest: _____
Michael Parks, Acting City Clerk

TENANT:

By: _____
Randy Paul White



MAYOR
Rick E. Roquemore

CITY ADMINISTRATOR
Michael E. Parks

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

AGENDA ITEM: G

TO: Mayor and Council

FROM: Michael Parks
City Administrator

DATE: June 27, 2024

PURPOSE: To consider closing 4th Avenue on October 4, 2025, from 8:00am-8:30pm for a fellowship event in the City of Auburn.

BACKGROUND: We have been approached by a group in the community that would like to host a community fellowship event in downtown Auburn. This is a great opportunity for us to bring groups to our city and enjoy a day of fellowship.

RECOMMENDATION: To allow the road closure on 4th Avenue on October 4, 2025.

FUNDING:
N/A



MAYOR
Rick E. Roquemore

CITY ADMINISTRATOR
Michael E. Parks

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

AGENDA ITEM: 5

TO: Mayor and Council

FROM: Sarah McQuade
City Planner

DATE: June 27, 2024

PURPOSE: Proposed amendment to the City's Zoning Ordinance, Section 17.90.1010 and 17.90.020 regarding keeping chickens on residential properties in the City

BACKGROUND: The proposed ordinance will permit the keeping of chickens on residential properties in the City, subject to certain standards.

PLANNING & ZONING COMMISSION RECOMMENDATION:
Recommendation to approve the amended ordinance, as presented.

Commissioner Yoe voted against the recommendation of approval, stating that he felt the proposed setback distances were not significant enough to provide protection from a potential nuisance to an adjacent property owner.

FUNDING:
N/A

ORDINANCE NO. 24-006

AN ORDINANCE
TO AMEND THE ZONING ORDINANCE OF
CITY OF AUBURN, GEORGIA

WHEREAS, the City has adopted a comprehensive Zoning Ordinance; and

WHEREAS, citizens and the City's Code Enforcement staff have requested certain changes to permit the limited keeping of poultry on residentially zoned property; and

WHEREAS, it is the best interest of the health, safety and welfare of the citizens of Auburn to amend the City Code to provide reasonable regulations to govern the safe keeping of poultry on residential property and to balance the interests of property owners and citizens of the City; and

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

SECTION 1

The following language is added at the end of Section 17.90.010(B)(13):

The raising and keeping of chickens for personal pleasure or utility on a parcel which contains the dwelling of the owner is permitted, provided that the parcel is at least three (3) acres in area and all animal quarters are located no closer than 100 feet to any property line.

SECTION 2

The existing Section Sec. 17.90.020(B)(9) is deleted, and the following are adopted and substituted in their place:

Sec. 17.90.020(B)(9)

The keeping of chickens for personal pleasure or utility on a parcel which contains the dwelling of the owner is permitted, subject to the following requirements:

- a. The minimum lot size for the keeping of chickens shall be ten thousand five hundred (10,500) square feet (1/4 acre).
- b. Chickens must be kept securely in an enclosed yard or 6-sided pen at all times.

- c. Chickens must be housed at least twenty (20) feet from any property line, and fifty (50) feet from any residence other than the owner's residence.
- d. Any structure housing chickens must be located in the rear yard.
- e. The keeping of roosters is not allowed.
- f. The maximum number of chickens shall be as follows: Lots 10,500 square feet (1/4 acre) to 12,499 (.28 acre) square feet: maximum of 3 chickens; lots 12,500 square feet to 21,780 (.5 acre) square feet: maximum of 5 chickens; lots 25,000 (.57 acre) square feet to 39,999 (.91 acre) square feet: maximum of 10 chickens; lots of 40,000 (.91 acre) square feet to 2.99 acres: maximum of 14 chickens; lots 3 acres or larger: no maximum.
- g. Each coop shall have at least four (4) square feet of floor space per chicken over four (4) months old.
- h. Chickens are only permitted as pets or for egg laying production; chickens cannot be kept for slaughter.
- i. Chickens must be kept under sanitary conditions and shall not be a public nuisance as defined by State law.
- j. Penalties for violation of this subsection shall be a fine upon conviction not to exceed \$1,000.00 per occurrence. Each day that such a violation of this subsection exists may constitute a separate offense. Citations for violations shall be heard and decided in the City of Auburn Municipal Court.

Sec. 17.90.020(B)(10)

No chickens may be kept on any property in the Downtown Overlay District or the City Center District.

SECTION 3

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

SECTION 4

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.

SECTION 5

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

SECTION 6

This Ordinance and the amendments outlined herein shall be effective immediately upon their adoption by the Mayor and City Council.

SO ORDAINED this ____ day of _____, 2024.

Rick Roquemore, Mayor

Joshua Rowan, Council Member

Robert L. Vogel, III Council Member

Taylor J. Sisk, Council Member

Jamie L. Bradley, Council Member

ATTEST:

Michael Parks, 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: 6

TO: Mayor and Council

FM: Michael Parks
City Administrator

DATE: July 11, 2024

PURPOSE: Water and Utility Rate Adjustment

BACKGROUND: Barrow County and the City of Auburn entered into an agreement on July 6, 2023, for the purchase of water.

Section 10 of the agreement contains a provision for an annual rate adjustment, and we have received our 30-day notice from Barrow County that our rates are increasing.

With the increase in costs associated with utility usage and maintenance, the city seeks to restructure the utility rates. Increased cost of products, wages, and services has caused our rates to be insufficient compared to the revenue needed to support such services. The rate increases will result in the city staying comparable in terms of cost associated with each service offered.

RECOMMENDATION: Based on the increased overall cost for services to be provided efficiently by the city, approval is recommended for the rate adjustments.

FUNDING: N/A



June 20, 2024

City of Auburn
1369 4th Street
Auburn, Ga. 30011
Attn: Mr. Micheal Parks

Re: NOTICE OF WHOLESALE WATER RATES – ANNUAL ADJUSTMENT

Dear Mr. Parks,

City of Auburn entered into an agreement for purchase water from Barrow County on July 6, 2023.

Within this agreement, section 10 contains a provision for an annual rate adjustment based on the County's review of revenues and expenses.

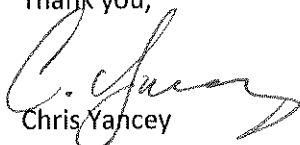
This letter serves as a 30-day notice to inform you Barrow County Commissioners adopted all rates and fees in June as part of the FY 2025 Budget. Therefore, Barrow County Utility rate increases for purchase water services will appear on your July 2024 bill. The water rate will increase by 5%; the wastewater rate will increase by 5%;

Therefore, the County will be increasing the water purchase rate from the current \$4.30 per 1000 gallons to \$4.52 per 1000 gallons, and the current \$5.53 per 1000 gallons to \$5.81 per 1000 gallons. These purchase water rate prices will remain in effect until June 30, 2025 at which time the rate will be re- evaluated

Enclosed for your review is a copy of Barrow County Fy25 Utility Fees or you may visit <https://www.barrowcountyga.org/utilities>, where you can view a detailed overview of the new rate structures.

Barrow County values its strong partnership with the City of Auburn and recognizes the challenging economic conditions that continue to persist in our region. Please do not hesitate to call me directly should you have any questions or require additional information.

Thank you,


Chris Yancey
Barrow County
Public Works Director



City of Auburn

Utility Rates

Wholesale Water Rate Increase by 5%

Water Rates Effective for Bill August 1, 2024

Residential Service Inside the City Limits			Residential Service Outside the City Limits & Non Residential Service		
Base Rate		\$ 17.33	Base Rate		\$ 23.10
Base Rate - Senior 65+		\$ 11.55	Base Rate - Senior 65 +		\$ 13.86
Consumption Rates			Consumption Rates		
From	To	Rate Per 1000 Gallons	From	To	Rate Per 1000 Gallons
0	1000	\$ 8.49	0	1000	\$ 9.30
1001	2000	\$ 8.83	1001	2000	\$ 9.62
2001	3000	\$ 9.19	2001	3000	\$ 9.96
3001	4000	\$ 9.50	3001	4000	\$ 10.33
4001	5000	\$ 9.85	4001	5000	\$ 10.67
5001	6000	\$ 10.33	5001	6000	\$ 11.12
6001	7000	\$ 10.67	6001	7000	\$ 11.48
7001	8000	\$ 10.99	7001	8000	\$ 11.81
8001	9000	\$ 11.36	8001	9000	\$ 12.17

Sewer Rate Residential & Commercial	
Minimum Monthly Base for FIRST 1000 Gallons	\$ 17.00
Usage per 1000 Gallons ABOVE 1000 Gallons	\$ 5.85
Maintenance Fee	\$ 7.50

Garbage - Republic Services 678-963-2873

Rate	\$ 23.30
Extra Can	\$ 13.20
Deposit	\$ 50.00
Garbage Nonpayment Reconnect	\$ 45.00

Other	
Deposit for Service (Cash/Money Order only)	\$ 100.00
Deposit for Hydrant Meters	\$1,500.00
Fee for Lost/Damaged Hydrant Meter	\$1,000.00
Meter Box/Lid Replacement	\$ 100.00
Administrative Fee	\$ 25.00
Re-Read Fee - Customer Request	\$ 25.00
After Hours Reconnection	\$ 325.00
Insufficient Funds Fee	\$ 36.00
Tampering Fee	\$ 500.00
Penalty	10.00%
Damage to meter or components Fee	\$ 400.00
Cuton/Cutoff for Inspections	\$ 25.00
New Water Meters	\$5,250.00
Relocate Water Meter - Meter Box	\$4,000.00