



**MAYOR**  
Rick E. Roquemore

**CITY ADMINISTRATOR**  
Michael E. Parks

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

**CITY OF AUBURN  
MAYOR and CITY COUNCIL  
Meeting  
for  
June 13, 2024  
6:00 PM  
Council Chambers  
1 Auburn Way  
Auburn, GA 30011**

**INVOCATION**

**PLEDGE**

**NEW BUSINESS**

1. Council Reports and Announcements
2. Citizen Comments on Agenda Items
3. Consent Agenda
  - a. Council Business Meeting Minutes- 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

**VOTING ITEMS**

4. Auburn Station Townhome Waiver Request- Sarah McQuade
5. Downtown Overlay Moratorium- Sarah McQuade
6. LRA Grant Paving Project- Iris Akridge
  
7. Citizen Comments

**ADJOURNMENT**



**MAYOR**  
Rick E. Roquemore

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

**CITY OF AUBURN  
MAYOR AND COUNCIL  
MEETING IN COUNCIL CHAMBERS  
1 AUBURN WAY AUBURN, GA 30011  
MAY 9, 2024  
6:00PM**

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

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

Also in Attendance: Bel Outwater with Auburn Public Library

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

**Pastor Rico Ruiz** gave the invocation.

**Chief Hodge** led the pledge to the flag.

**Council Reports and Announcements**

**Mayor Roquemore** asked for any Council Reports and Announcements.

Councilman Taylor Sisk invited those in attendance to Food Truck Friday Wrestling Event tomorrow, May 10<sup>th</sup>, at 6:15pm.

**NEW BUSINESS**

**Item: Citizen Comments on Agenda Items**

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

None were given.

**Item: Consent Agenda**

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

None were given.

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

- a. Council Business Meeting Minutes- April 11, 2024
- b. Council Workshop Meeting Minutes- April 25, 2024
- c. National Public Works Week Proclamation 05-024- Iris Akridge

- d. LRA Grant- Iris Akridge
- e. Auburn Market BP Final Plat Approval- Sarah McQuade
- f. Proposed FY2025 Budget Schedule- Michael Parks
- g. FLOCK cameras with Barrow County- Chief Hodge

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

**Second:** By **Council Member Rowan**.

**Mayor Roquemore** asked for any discussion. There was none.

Votes were taken with all members present voting yes.

**Item:** Citizen Comments

**Mayor Roquemore** asked for any citizen comments.

None were given.

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

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

**Second:** By **Council Member Bradley**.

**Mayor Roquemore** asked for any discussion. There was none.

Votes were taken with all members present voting yes.

After Executive Session, the City Attorney reported that during Executive Session the Council met to discuss potential litigation, pending litigation, and personnel matters as allowed by the Open Meetings Act. There were no votes taken and no evidence received in the Executive Session. The original affidavit and resolution have been signed and delivered to the staff to be included with the minutes of this meeting.

**Chief Hodge** announced he would like to donate a plaque to a citizen in recognition of their donation made to our K-9 unit.

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

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

Second: By **Council Member Rowan**.

**Mayor Roquemore** asked for any discussion. There was none.

Votes were taken with all members present voting yes. Meeting adjourned.

Respectfully submitted,

Read and approved this \_\_\_\_\_ Day of June 2024

Attest:

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Mayor Richard E. Roquemore



**MAYOR**  
Rick E. Roquemore

**CITY ADMINISTRATOR**  
Michael E. Parks

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

**CITY OF AUBURN  
CITY COUNCIL WORKSHOP MEETING  
May 23, 2024  
6:00 PM  
Council Chambers  
1 Auburn Way  
Auburn, GA 30011**

Mayor Pro Tem: Bob Vogel  
Council Member: Taylor Sisk  
Council Member: Jamie Bradley  
Council Member: Josh Rowan

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

**Mayor Pro Tem Vogel** called the meeting to order at 6:00 pm.

**WORK SESSION**

**Item: Livestock and Animal Ordinance Chief Hodge** presented  
-to be advertised and send to Planning Commission for review and recommendation

**Item: Amend Retail Package Sales of Alcohol, and Days and Hours of Sale Section 5.50.1170- ordinance 24-007 Michael Parks** presented.  
-placed on June 13, 2024, Council Business Agenda

**Item: Geotechnical Baseline Report (GBR) for Raw Water Storage Pond Michael Parks** presented.  
-placed on June 13, 2024, Council Business Agenda

**Item: Final Plat Approval of 1612 Atlanta Highway Michael Parks** presented.  
-placed on June 13, 2024, Council Business Agenda

**Item: Final Plat Approval of Harmony Phase 2A Final Plat Michael Parks** presented.  
-placed on June 13, 2024, Council Business Agenda

**VOTING ITEMS**

**Item: HVAC at Public Works Building Iris Akridge** presented.



**Mayor Pro Tem Vogel** asked for a motion to approve the HVAC replacement for Public Works building.

Motion: Made by **Council Member Sisk** to approve the HVAC Replacement for Public Works Building and authorize contract with the low bidder as recommended by staff.

Second: By **Council Member Bradley**.

**Mayor Pro Tem Vogel** asked for any discussion. There was none.

Votes were taken with all members present voting yes.

**Item:** **Silvia Barber-DDA Appointment**

**Michael Parks** presented.

**Mayor Pro Tem Vogel** asked for a motion to approve Silvia Barber for the Downtown Development Authority Board.

Motion: Made by **Council Member Rowan** to approve Silvia Barber for the Downtown Development Authority Board.

Second: By **Council Member Bradley**.

**Mayor Pro Tem Vogel** asked for any discussion. There was none.

Votes were taken with all members present voting yes.

**Mayor Pro Tem Vogel** administered the oath to Ms. Barber.

**Mayor Pro Tem Vogel** asked if there were any citizen comments. There were none.

No citizen comments were made.

There being no further business, the meeting was adjourned.

Read and approved this \_\_\_\_\_ Day of June 2024

Attest

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Mayor Pro Tempore Robert L. Vogel, III



**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**  
**Council Special Called Meeting**  
**Capital and Budget Planning Retreat**  
**at 1 Auburn Way Auburn, GA 30011**  
**Training Room**  
**May 30, 2024**  
**5:00PM**

Present:

Mayor: Richard E. Roquemore  
Council Member: Jamie L. Bradley  
Council Member: Taylor Sisk  
Council Member: Josh Rowan

City Staff in Attendance: Michael Parks, Iris Akridge, Staci Waters, Sunshine Palmer, Dena Bosten

**Michael Parks** called the meeting to order at 5:00 p.m.

**Item: 2024/2025 Capital Projects**

Capital projects for 2024 were reviewed and 2025 projects presented. The items presented were:

**Public Works:** R100 Mini Base Station, Ally Smart Water Meters

Iris Akridge presented.

**Stormwater:** New Utility Vehicle

Iris Akridge presented.

**Stormwaters, Roads & Grounds:** New Service Truck, New Equipment Trailer, New Mini Excavator, Hot Box and Roller

Iris Akridge presented.

**Police Department:** New Police Vehicle, Axon Taser 7, Radio Surcharges, PIO Budget, Motorola Cloud Storage Fees

Michael Parks presented.

**Downtown Development Authority (DDA):** Downtown Beautification, Perry Rainey Center

Michael Parks presented.

**Finance:** BS&A Software

Michael Parks presented.

**Parks & Leisure:** Expansion & Lighting at Children's Park, Lions Club Improvements, Shackleford Park dog park addition, Parks Mill Batting Cages.

Michael Parks presented.

**SPLOST:** Michael Parks presented Auburn SPLOST Budget.

**T-SPLOST:** Michael Parks presented projects to be prioritized during FY2025.

**MEETING ADJOURN**

Read and approved this \_\_\_\_\_ day of June 2024,

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Mayor Richard E. Roquemore



**MAYOR**  
Rick E. Roquemore

**CITY ADMINISTRATOR**  
Michael E. Parks

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

**AGENDA ITEM: D**

**TO:** Mayor and Council

**FROM:** Michael Parks  
City Administrator

**DATE:** May 23, 2024

**PURPOSE:** To amend the city of Auburn code of ordinances Section 5.50.1170-  
Retail Package sales of Alcohol, and Days and Hours of Sale

**BACKGROUND:** The City of Auburn has adopted a comprehensive Ordinance  
for the sale of alcoholic beverages within the city. The state law has changed since  
the city ordinance was updated in 2013.

We recommend that the existing Section 5.50.1170 hours and days of sale is deleted,  
and the following is substituted in its place:

Sec. 5.50.1170 Days and Hours.

- A. Retail package licensees may engage in the sale of beer and/or wine from  
8:00 a.m. to 11:45 p.m. Monday through Saturday and between the hours of  
12:30 p.m. and 11:30 p.m. on Sunday.
- B. Retail package beer and/or wine shall not be sold at any time in violation of  
any local ordinance, State law, or any special order of the governing  
authority.

**RECOMMENDATION:** To approve the amending Ordinance Section 5.50.1170  
Retail Package sales of Alcohol, and Days and Hours of Sale as presented by staff

**FUNDING:**  
N/A

ORDINANCE NO. \_\_24-007\_\_

AN ORDINANCE TO AMEND THE CITY OF AUBURN  
CODE OF ORDINANCES

Section 5.50.1170 - Retail Package Sales of Alcohol, and  
Days and Hours of Sale

WHEREAS, the City of Auburn has adopted a comprehensive Ordinance regulating the sale of sale of alcoholic beverages within the City; and

WHEREAS, State law has changed since the City ordinance was last updated in 2013; and

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of the City to align the City Ordinance with State law provisions regarding the days and hours within which alcohol beverages may be sold;

NOW THEREFORE, THE COUNCIL OF THE CITY OF AUBURN HEREBY ORDAINS that the existing Section 5.50.1170 hours and days of sale is deleted, and the following is substituted in its place:

**Sec. 5.50.1170 Days and Hours.**

- A. Retail package licensees may engage in the sale of beer and/or wine from 8:00 a.m. to 11:45 p.m. Monday through Saturday and between the hours of 12:30 p.m. and 11:30 p.m. on Sunday.
- B. Retail package beer and/or wine shall not be sold at any time in violation of any local ordinance, State law, or any special order of the governing authority.

**Conflict**

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

**Effective Date**

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

**Severability**

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

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

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

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

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

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

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

ATTEST:

By: \_\_\_\_\_  
Michael Parks, Acting City Clerk



**MAYOR**  
Rick E. Roquemore

**CITY ADMINISTRATOR**  
Michael E. Parks

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Taylor J. Sisk  
Jamie L. Bradley  
Joshua Rowan

**AGENDA ITEM: E**

TO: Mayor and Council

FM: Michael Parks  
City Administrator

DATE: May 23, 2024

**PURPOSE:** To have a Geotechnical Baseline Report (GBR) document prepared by a Professional Geologist who is schooled in rock mechanics and subsurface conditions associated with tunnels and shafts constructed in granite rock.

**BACKGROUND:** The Geologist uses the information in the geotechnical investigation previously performed by Piedmont Geotechnical of Alpharetta for the Cities of Auburn and Winder at the Raw Water Storage Pond (RWSP). He identifies and highlights pertinent information in the investigation that establishes the baseline conditions upon which the contractor bases its bid to construct the tunnel and shaft at the RWSP. The report is used by the Cities to minimize contractor's claims that the accrual subsurface conditions were different than those presented in the bid documents. This minimizes claims for change orders by the contractor to increase the contract [price to install the tunnel and shaft at the RWSP. Such claims are generally in the order of \$100,000 to \$500,000 while the report will cost the City of Auburn \$12,267. Carter and Sloope has checked Brierley Associates' fee against competitors in the marketplace and found it to be less than the average cost.

**RECOMMENDATION:** Staff and Hussey Gay Bell recommend the performance of this report by a specialist Geologist. City of Auburns cost is \$12,267.

**FUNDING: GEFA**



April 26, 2024

Mr. Thomas Taylor  
Interim Utilities Director  
City of Winder, Georgia  
Thomas.taylor@cityofwinder.com

Mr. Michael Parks  
City Administrator  
City of Auburn, Georgia  
mparks@cityofauburn-ga.org

RE: Winder-Auburn Raw Water Storage Pond  
C&S File No.: W7450.014

Dear Mr. Taylor and Mr. Parks:

We are providing this letter to amend our Agreement dated November 22, 2020. The scope of services described below is for a geotechnical baseline report (GBR), for the tunnel and shaft. This report was not contemplated during the original scoping of the project.

**Scope of Work**

**5. Geotechnical Baseline Report (GBR) for tunnel and shaft**

The intent of a GBR is to identify project-specific risk and balance that risk between the Contractor and the Owner. The GBR will establish measurable baseline statements describing site subsurface conditions anticipated during construction and their reaction to construction activities. Prospective Contractors must base their bids upon the GBR baselines, which will provide a measurable basis for evaluating potential differing site conditions claims that may arise during construction. Within the underground construction industry, GBR's have been shown to help control bid prices, and reduce the potential for litigation between the Owner and Contractor during and following construction. The GBR format and contents will be consistent with the industry standard practice and recommended ASCE guidelines.



April 26, 2024

**Fee Basis**


Carter & Sloope will invoice for this work. We propose to complete the GBR for **\$36,800**. Per the MOU between the Cities this would be \$24,533 for Winder and \$12,267 for Auburn.

If you have any questions or concerns regarding our proposed Scope of Work and/or proposed fee, please contact me. I would welcome the opportunity to discuss this with you. If the Scope of Services is acceptable, please sign, date, and return one (1) copy to us for our files. Once approved, Carter & Sloope can begin work on this project immediately.

Sincerely,



Martin C. Boyd, P.E.  
Carter & Sloope, Inc.



James B. Aton, P.E.  
Hussey Gay Bell, Inc.

I hereby acknowledge review of this Scope of Services and authorize Carter & Sloope, Inc. to proceed with the work as described in this agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**MAYOR**  
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Joshua Rowan

**AGENDA ITEM: F**

**TO:** Mayor and Council

**FROM:** Sarah McQuade  
City Planner

**DATE:** May 23, 2024

**PURPOSE:** Final Plat Approval of 1612 Atlanta Highway

**BACKGROUND:** The applicant is requesting approval of a final plat approval for 1612 Atlanta Highway to Chapter 16 – Development Regulations of the City of Auburn.

**RECOMMENDATION:** To approve the final plat presented by staff.

**FUNDING:**  
N/A



**COMMUNITY DEVELOPMENT DEPARTMENT**

CITY OF AUBURN  
1369 FOURTH AVENUE  
AUBURN, GA 30011  
PHONE: 770-963-4002  
[www.cityofauburn-ga.org](http://www.cityofauburn-ga.org)

**MEMORANDUM**

**TO:** Mayor & Council

**FROM:** Sarah McQuade, City Planner

**DATE:** May 17, 2024

**RE:** 1612 Atlanta Highway Final Plat Approval

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Dear Mayor & Council,

The applicant is requesting approval of a final plat approval for a minor subdivision of the subject parcel in to two lots, pursuant to Chapter 16 – Development Regulations of the City of Auburn.

**PROPOSAL:**

The purpose of the final plat is to record the subdivision of the subject parcel into two lots. Tract 1 will consist of 1.01 acres and is zoned C-1: Neighborhood Commercial District. Tract 2 will consist of 2.29 acres and is also zoned C-1. The purpose of the subdivision is to locate the existing commercial structure on one lot and have a second commercial parcel for potential development in the future. The proposed subdivision is compliant with Chapter 16 – Development Regulations of the City of Auburn.

**BACKGROUND / CURRENT ZONING:**

The subject parcel totals 3.30 acres in area and is zoned C-1: Neighborhood Commercial District. This parcel is developed with 3,056 square foot commercial building, constructed in 1996.

**ANALYSIS:**

Per [Sec. 16.20.070 – Approval of Final Subdivision Plat](#), the approval of the final plat shall reflect the owner's certification that all site work and construction has been accomplished according to the terms of approved plans and permits, and that all facilities intended for maintenance, supervision and/or dedication to the public are in compliance with appropriate standards, regulations, codes and ordinances.

- Sec. 16.20.070(A)(2) states the city planner/engineer shall notify the applicant within thirty days of the formal submittal of the final plat the date of the scheduled meetings of the city council of the city which may consider the approval of the final plat, and shall indicate on a review copy of the final plat or in a written memorandum all comments related to compliance of the final plat with these regulations, the zoning ordinance, conditions of zoning approval, and the regulations of the city, Barrow and/or Gwinnett County departments, and state agencies as appropriate. The city council shall have final authority to determine the applicability of any and all comments under these development regulations, the zoning ordinance or conditions of zoning approval.
  - *Staff has reviewed the final plat for compliance with the above referenced regulations, ordinances, and conditions of zoning, and has found it to be compliant.*

**STAFF RECOMMENDATION:**

Staff recommends **APPROVAL** of the final plat for 1612 Atlanta Highway on the findings that the proposed subdivision meets the minimum district standards of the C-1: Neighborhood Commercial district and is compliant with [Sec. 16.20.070 – Approval of Final Subdivision Plat](#).

REFERENCE:

- 1.) BEING THE ALTA/ACSM LAND TITLE SURVEY FOR CHICAGO TITLE INSURANCE COMPANY, SUN JA CHO, & FIRST INTERCONTINENTAL BANK BY BRIGGS, WASHINGTON & THOMPSON, DATED 3/13/2007  
2.) BEING OUR SUBDIVISION PLAT FOR W.R. ROOKS, DATED 1/8/1990 (P.B. 45 PG. 263)

CERTIFICATE OF APPROVAL FOR RECORDING:

I hereby certify that the subdivision plat shown hereon has been found to comply with the Zoning Ordinance and Subdivision Regulations of the City of Auburn, Georgia, and that it has been approved by the City of Auburn for recording in the Office of the Clerk of Superior Court of Barrow County, Georgia.

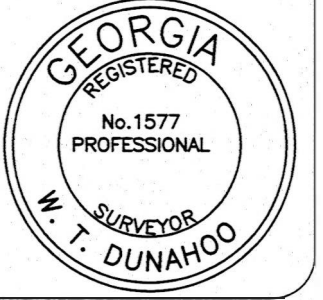
THIS BLOCK IS RESERVED FOR  
THE CLERK OF SUPERIOR COURT

Planner/Engineer of the City of Auburn

Date

SURVEYORS CERTIFICATION: (i)

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.



W.T. Dunahoo (GA RLS #1577)

Date

A TOPCON GTS-2B TOTAL STATION was used to obtain the linear and angular measurements used in the preparation of this plat.

The field data upon which this plat is based has a closure precision of one foot in 21,500 feet and an angular error of 2" per angle point and was adjusted using the compass rule.

This survey has been calculated for closure and is found to be accurate within one foot in 211,500 feet.

OWNER:

SANT SAIRAM LLC  
1612 ATLANTA HWY.  
AUBURN, GA 30011  
PH: 678-227-3245

SURVEYOR'S CERTIFICATION:

It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property by me or under my supervision; that all monuments shown hereon actually exist or are marked as "future", and their location, size, type, and materials are correctly shown; and that all engineering requirements of the Subdivision Regulations of the City of Auburn, Georgia, have been fully complied with..

Registered Georgia Land Surveyor

Number

Registered P.E. Number

OWNER'S CERTIFICATE:

The owner of the land shown on this plat and whose name is subscribed hereto, in person or through a duly authorized agent, certifies this plat was made from an actual survey, that all state, county and city taxes or other assessments now due on this land have been paid. I (we) hereby certify that I (we) adopt this plan of subdivision, establish the minimum building setback lines, and dedicate all streets, alleys, walkways, drainage easements, and other spaces to public use as noted.

Owner

Date

INDIVIDUAL PRIVATE SEWER CERTIFICATE:

The lots shown hereon have been reviewed by the Barrow County Health Department and with the exception of lots \_\_\_ are approved for development. Each lot is to be reviewed by the Barrow County Health Department and approved for septic tank installation prior to the issuance of a building permit.

Health Officer

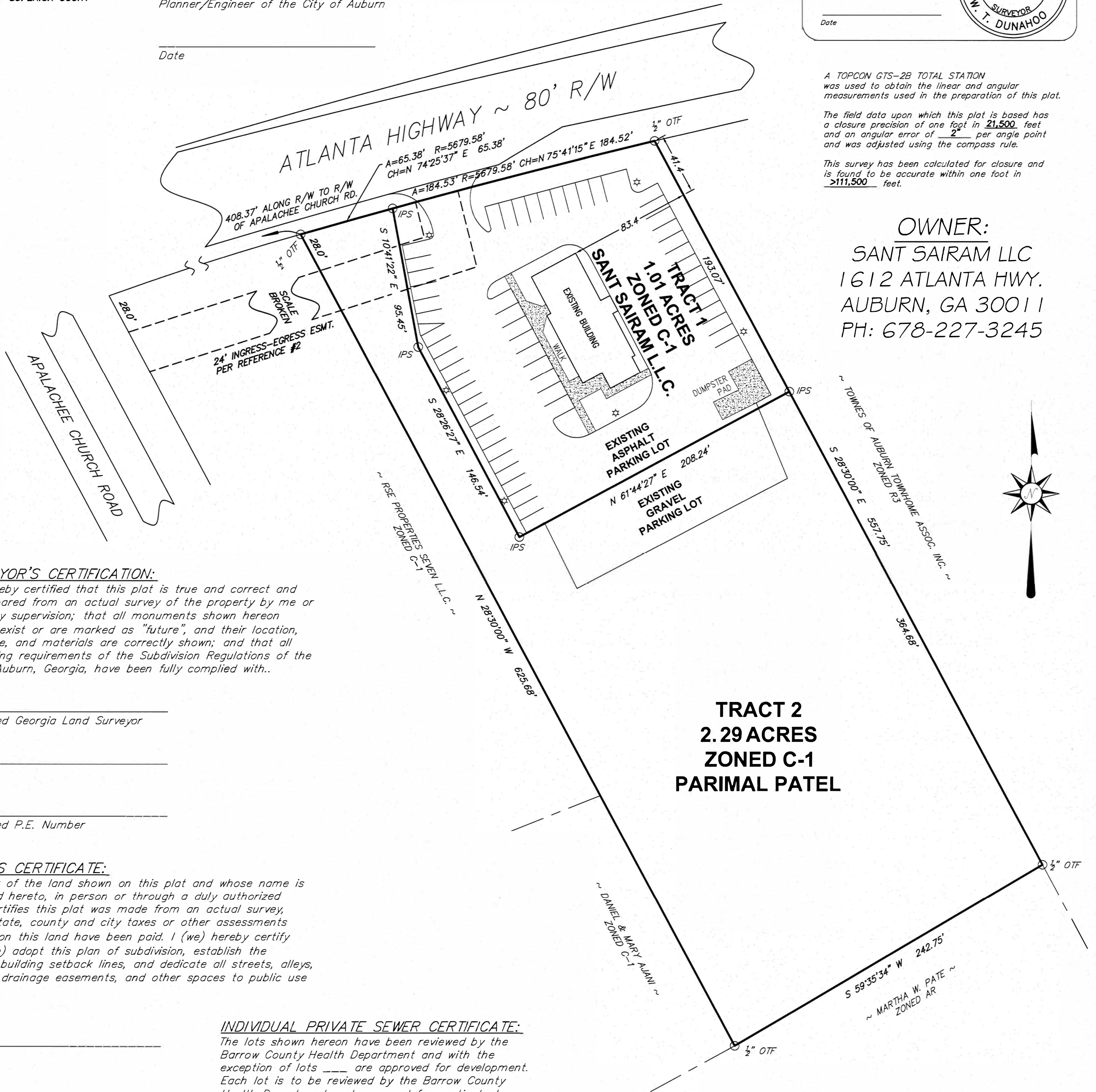
Date

FLOOD NOTE:

NO FLOOD HAZARD AREA EXISTS ON SITE PER FEMA COMMUNITY PANEL No. 13013C0040D, DATED 12/1/2022

~ LEGEND ~

R/W = RIGHT OF WAY  
IPS = IRON PIN SET (1/2" OPEN TOP)  
IPF = IRON PIN FOUND (1/2" REBAR)  
☆ = LIGHT POLE



SURVEY FOR

STATE OF GEORGIA

OWNERS AS SHOWN

CITY	GMD	COUNTY	SCALE	DATE
AUBURN	1740	BARROW	1"=50'	6/8/2022

W. T. DUNAHOO AND ASSOCIATES, L.L.C.

P.O. BOX 183  
302 W. MAY ST.

(770) 867-3311

WINDER, GEORGIA



**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:** Sarah McQuade  
City Planner

**DATE:** May 23, 2024

**PURPOSE:** Final Plat Approval of Harmony Phase 2A Final Plat

**BACKGROUND:** The applicant is requesting approval of a final plat approval for Harmony Phase 2A Final Plat pursuant to Chapter 16 – Development Regulations of the City of Auburn.

**RECOMMENDATION:** To approve the final plat presented by staff.

**FUNDING:**  
N/A





**COMMUNITY DEVELOPMENT DEPARTMENT**

CITY OF AUBURN  
1369 FOURTH AVENUE  
AUBURN, GA 30011  
PHONE: 770-963-4002  
[www.cityofauburn-ga.org](http://www.cityofauburn-ga.org)

Item: G

**MEMORANDUM**

**TO:** Mayor & Council

**FROM:** Sarah McQuade, City Planner

**DATE:** May 17, 2024

**RE:** Harmony Phase 2A Final Plat Approval

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Dear Mayor & Council,

The applicant is requesting approval of a final plat approval for Harmony Phases 2A pursuant to Chapter 16 – Development Regulations of the City of Auburn.

**PROPOSAL:**

The purpose of the final plat is to record the subdivision of Phases 2A of the Harmony development with the Barrow County Clerk of Court. Phase 2A contains 19 single-family residential units (17 townhome units and 2 micro-homes). Once a final plat has been recorded, the applicant may sell the lots and begin vertical construction of the residences.

**BACKGROUND / CURRENT ZONING:**

On January 7, 2021, the Mayor and Council approved the new City Center District zoning district, (CCD, [17.90.200](#)), which was adopted to allow for the mixture of civic, commercial, and higher density residential uses around the new City Hall. At the same time, the City approved the rezoning of 57.06± acres to CCD for the City Hall Municipal Complex Development. The conceptual master development plan consisted of 29.40± acres and included the new City Hall, a series of civic open spaces to include pocket parks and community greens, with a mixture of 142 residential units surrounding the City Hall. The proposed residential units included a mixture of detached single-family homes, townhomes, and micro-homes. Phases 2A makes up 19 of the 142 residential lots for the Municipal Complex Development.

## ANALYSIS:

Per [Sec. 16.20.070 – Approval of Final Subdivision Plat](#), the approval of the final plat shall reflect the owner's certification that all site work and construction has been accomplished according to the terms of approved plans and permits, and that all facilities intended for maintenance, supervision and/or dedication to the public are in compliance with appropriate standards, regulations, codes and ordinances.

- Sec. 16.20.070(A)(2) states the city planner/engineer shall notify the applicant within thirty days of the formal submittal of the final plat the date of the scheduled meetings of the city council of the city which may consider the approval of the final plat, and shall indicate on a review copy of the final plat or in a written memorandum all comments related to compliance of the final plat with these regulations, the zoning ordinance, conditions of zoning approval, and the regulations of the city, Barrow and/or Gwinnett County departments, and state agencies as appropriate. The city council shall have final authority to determine the applicability of any and all comments under these development regulations, the zoning ordinance or conditions of zoning approval.
  - *Staff has reviewed the final plat for compliance with the above referenced regulations, ordinances, and conditions of zoning, and has found it to be compliant.*

## STAFF RECOMMENDATION:

Staff recommends **APPROVAL** of the final plats for Harmony Phases 2A on the findings that the proposed subdivision meets the minimum district standards of the City Center District (CCD) and is compliant with [Sec. 16.20.070 – Approval of Final Subdivision Plat](#).









**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:** Sarah McQuade  
City Planner

**DATE:** May 31, 2024

**PURPOSE:** Waiver from the requirements of [16.28.030](#) as to permit a dead end street.

**BACKGROUND:** The applicant is requesting a waiver pursuant to [16.52.030](#), from the requirements of [16.28.030](#) so to permit the use of dead end streets within the development.

The applicant has submitted site development plans for an 82-unit single-family attached (townhouse) project with one (1) commercial outparcel.

The project is a portion of a previously approved Planned Suburban Village known as Auburn Station. The development was originally annexed and approved by Mayor and Council in 2008.

**Recommendation:** Denial of the requested waiver to permit two (2) dead end streets.

**FUNDING:**  
N/A



**COMMUNITY DEVELOPMENT DEPARTMENT**

CITY OF AUBURN  
1369 FOURTH AVENUE  
AUBURN, GA 30011  
PHONE: 770-963-4002  
[www.cityofauburn-ga.org](http://www.cityofauburn-ga.org)

**MEMORANDUM**

**TO:** Mayor & Council

**FROM:** Sarah McQuade, City Planner

**DATE:** May 31, 2024

**RE:** Auburn Station Townhome East Waiver from [Sec. 16.28.030](#) as to permit the use of dead end streets.

---

Dear Mayor & Council,

The applicant is requesting waiver from the requirements of [Sec. 16.28.030](#) as to permit the use of dead end streets within a development, pursuant to [Chapter 16 – Development Regulations of the City of Auburn](#).

[Sec. 16.52.030](#) provides that there shall be a review of each waiver request by all other affected city or Barrow and/or Gwinnett County departments and shall forward such comments or recommendations as may be received to the city council for final action in their normal course of business.

All affected city or county departments have reviewed the submitted site development plans and have noted the project is ready for approval, with the exception of the Community Development Department.

During review of the site development plans by the Community Development Department, several areas of revision were identified, one of which related to the dead end street design, which resulted in this request.

**PROPOSAL:**

The applicant has submitted site development plans for an 82-unit single-family attached (townhouse) project with one (1) commercial outparcel.

The project is a portion of a previously approved Planned Suburban Village known as Auburn Station. The development was originally annexed and approved by Mayor and Council in 2008.

Since then, the site has been developed in multiple phases, as listed below:

Phase	Unit Breakdown
Phase 1	114 single-family detached lots
Phase 1-B	52 single-family detached lots
Phase 1-C	58 single-family detached lots
Phase 1-D	146 single-family detached lots
Townhomes West	85 single-family attached lots
<b>Total Units</b>	<b>455 residential units</b>

The current site development plans include the use of two (2) dead end streets, as defined in [Sec. 16.28.030](#), which provides for the design requirements for rights-of-way. The City’s Land Development Regulations ([Sec. 16.28.030](#)) requires a cul-de-sac design to be used if the street does not intersect with another right-of-way. The site layout utilizes the dead end streets to provide road frontage for seven (7) of the townhomes (units 11 – 13 and 29 – 32).

The applicant is requesting a waiver from these standards to permit the use of a dead end street.

**BACKGROUND / CURRENT ZONING:**

In 2008 Mayor and Council approved annexation and rezoning of 150.45± acres into the city as a [Planned Suburban Village \(PSV\)](#). The property has partially been developed in the subsequent years, with the most recent phase approved being the Auburn Station Townhome West, which was final platted in 2023.

**ANALYSIS**

Per [Sec. 16.52.030\(B\) - Appeal and waiver of the regulations](#), provides that there shall be a review of each waiver request by all other affected city or Barrow and/or Gwinnett County departments and shall forward such comments or recommendations as may be received to the city council for final action in their normal course of business.

All affected city or county departments have reviewed the submitted site development plans and have noted the project is ready for approval, with the exception of the Community Development Department.

During review of the site development plans by the Community Development Department, several areas of revision were identified, one of which related to the dead end street design, which resulted in this request.

**STAFF RECOMMENDATION:**

Staff recommends **DENIAL** of the waiver from the requirements of [Sec. 16.28.030](#) based on the findings that code requires the use of a cul-de-sac with the exception of certain situations in which a dead end street may be permissible. The proposed dead end streets within the development do not meet the criteria provide

for their use.



## WAIVER APPLICATION

Type of Request:	<input type="checkbox"/> Zoning/Special Exception	<input checked="" type="checkbox"/> Administrative	<input type="checkbox"/> Sign	<input type="checkbox"/> Stream Buffer	<input type="checkbox"/> Other
Applicable Zoning/Sign Code Section: <b>Section 16.28.030.D 1-4 / End of Street</b>					
Nature of Request:	Required	Proposed	Minimum Setback Requirements	Proposed Setback Requirements	
<input type="checkbox"/> Setback					
<input type="checkbox"/> Sign					
<input type="checkbox"/> # Parking Spaces					
<input checked="" type="checkbox"/> Other	D.1-4 / Dead End Streets (Local Subd) 75-ft & 100-ft Long Stubs at Hammer-Head Intersections				
Name of Project/Subdivision: <b>Auburn Station Town Homes East</b>				Present Zoning:	
Property Address/Location: <b>Auburn Station Drive / S.R. 8</b>				Tax Parcel ID: <b>AU05 035 / 036</b>	
Briefly describe variance request:  We hereby request consideration for a Waiver from the Development regulations to allow for two (2) short street stubs, one 75-ft in length and the second 100-ft in length. Both street stubs are configured at a hammer-head style intersection that provides easy turn-around. The street stubs serve 3 townhome driveways and 4 townhome driveways respectively.					
Owner Name: <b>Yost Communities at Auburn Station LLC</b>					
Address: <b>3883 Rogers Bridge Road, Suite 602, Duluth, Georgia 30097</b>					
Phone: <b>770-622-5209</b>		Email: <b>rickyost@bellsouth.net</b>			
Applicant Name (if different from above): <b>William Bryan Mathews</b>					
Address: <b>P.O. BOX 1886, Buford, Georgia 30515</b>					
Phone: <b>404-308-5669</b>		Email: <b>bryan.mathews@wbschwartsdesign.com</b>			
<i>To the best of my knowledge, this variance application form is correct and complete. If additional materials are determined to be necessary, I understand that I am responsible for filing additional materials as specified by the City of Auburn Zoning Ordinance. I understand that failure to supply all required information (per the relevant Applicant Checklists and Requirements of the Auburn Zoning Ordinance) will result in the rejection of this application. I have read the provisions of the Georgia Code Section 36-67A-3 as required regarding Campaign Disclosures. My Signed Campaign Disclosure Statement is included.</i>					
Owner/Applicant Signature:				Date: <b>05-31-2024</b>	
Sworn to and subscribed before me this _____ day of _____, 20_____.					
Notary Public:				Date:	
Application Received by:			Case Number:		
Application Fee: <input type="checkbox"/> \$450					
ZBOA Public Hearing Date:					



**CERTIFICATIONS**

*In the event an owner's agent or contract purchaser is filing this application, both the owner's and agent's certifications must be completed. If the owner is filing the application, only the owner's certification must be completed.*

**OWNER'S CERTIFICATION**

The undersigned below, hereby declares that they are the owner(s) of the property, located at

Auburn Station Drive at S.R. 8 / Auburn Station Development

as shown in the records of Barrow or Gwinnett County, GA.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Appeared before me personally this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Date



**CERTIFICATIONS**

*In the event an owner's agent or contract purchaser is filing this application, the certifications below must be completed. If the owner is filing the application, only the owner's certification must be completed.*

**AGENT'S CERTIFICATION**

The undersigned below, or as attached, is hereby authorized to make this application by the property owner for the property listed below and located at

Auburn Station Drive at S.R. 8 / Auburn Station Development \_\_\_\_\_,

as shown in the records of Barrow or Gwinnett County, GA.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Appeared before me personally this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Date





### **CONFLICT OF INTEREST DISCLOSURE**

*The undersigned below, making application for Rezoning, Special Exception, Special Use Permit, Variance, etc., has complied with the Official Code of Georgia Section 36-67A-1, et. sec., Conflict of Interest in Zoning Actions, and has submitted or attached the required information on the forms provided.*

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Appeared before me personally this

Appeared before me personally this

\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

### **DISCLOSURE OF CAMPAIGN CONTRIBUTIONS**

Have you, within the two years immediately preceding the filing of this application, made contributions aggregating \$250.00 or more to a member of the City Council, Planning Commission, Zoning Board of Appeals, or any other government officials who may consider this application?

(Check one)

YES ☐

NO ☐

Your Name: \_\_\_\_\_

Name and position of government official(s):  
\_\_\_\_\_  
\_\_\_\_\_

Date and amount (which aggregated \$250 or more) of the contribution(s):  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant

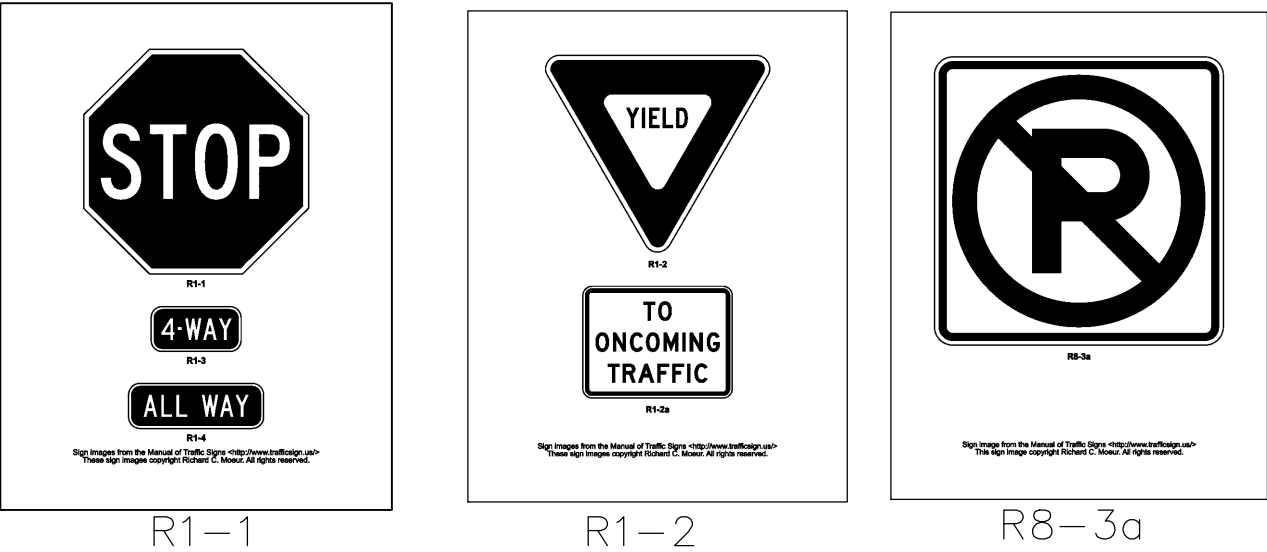
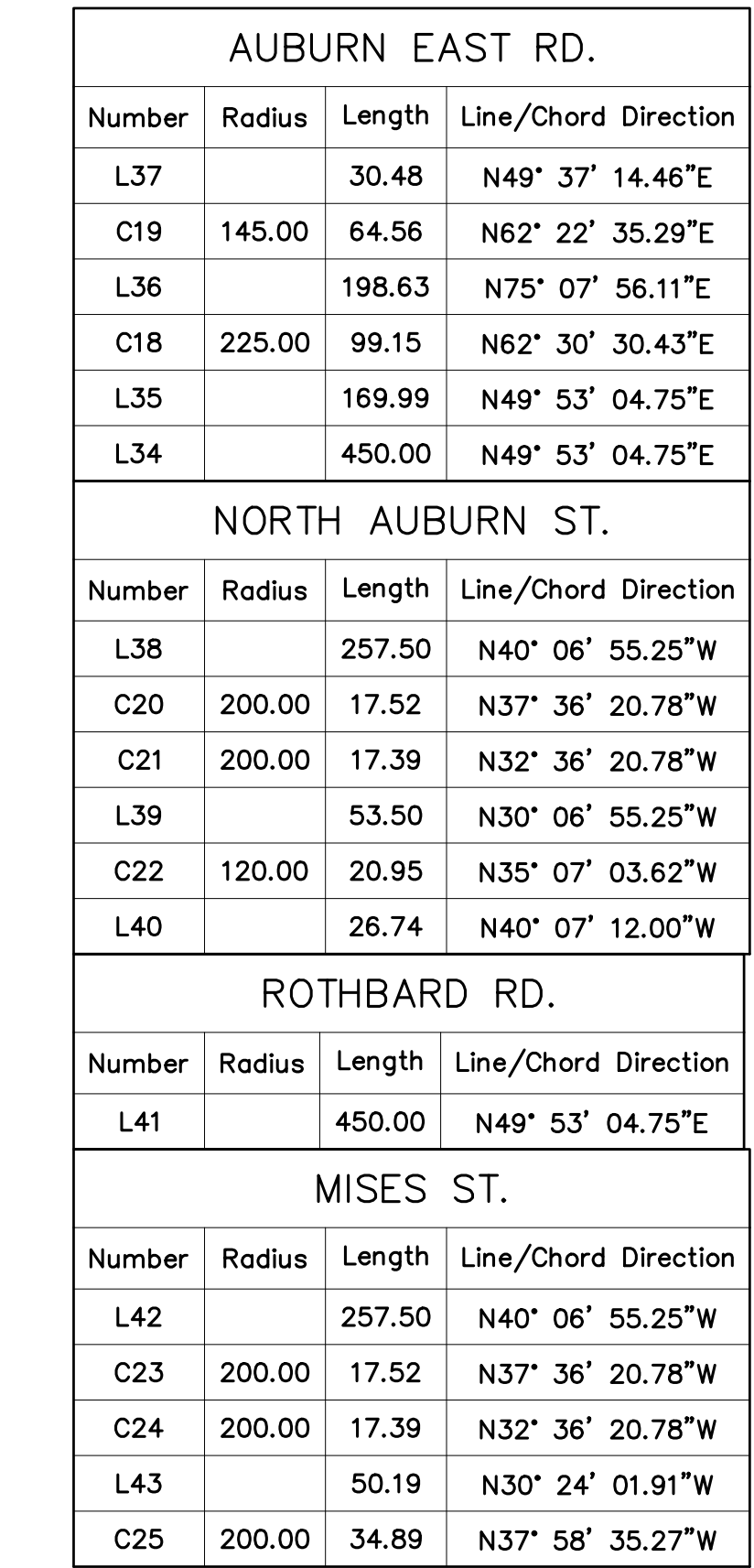
\_\_\_\_\_  
Signature of Applicant's Attorney/Representative

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

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



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



**NOTE:**  
ALL CURB DIMENSIONS ARE FROM THE BACK OF CURB UNLESS NOTED.

**NOTE:**  
ALL TRAFFIC CONTROL SIGNS THAT ARE REMOVED OR DAMAGED MUST BE REINSTALLED OR REPLACED. ALL SIGNS MUST BE REINSTALLED TO THE STANDARDS IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

**NOTE:**  
IF PERMANENT ROAD DEAD ENDS AWAITING FUTURE PHASE TIE-IN, INSTALL 50" DIA. TEMPORARY CUL-DE-SAC AT END OF STREET.

SIGN DESCRIPTION (TYP.)

- R1-1 - STOP
- R1-2 - YIELD
- R2-1 - SPEED LIMIT (25 MPH)
- W2-6 - CIRCULAR INTERSECTION
- W13-1- ADVISORY SPEED (15 MPH)
- W3-2A- YIELD AHEAD
- W1-6 - ONE DIRECTION LARGE ARROW
- R8-3a- NO PARKING





**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 13, 2024

**PURPOSE:** To establish a moratorium on rezoning, special use permit and variance applications, building permit applications; subdivision concept plan submittals; and land disturbance permit applications for properties within the downtown overlay district.

**BACKGROUND:** The Overlay District has not been reviewed comprehensively for several years. Given the likelihood that interest and attention will continue, and given the importance attached to the Downtown area, it is wise to undertake a comprehensive review of the overlay district components to be sure they are compatible with the anticipated uses and consistent with the City's comprehensive plan and direction for growth and future development.

**RECOMMENDATION:** City staff recommends a 180-day moratorium for ordinance review.

**FUNDING:** N/A

**AN ORDINANCE BY MAYOR AND COUNCIL OF THE CITY OF AUBURN, GEORGIA, ESTABLISHING A MORATORIUM ON REZONING, SPECIAL USE PERMIT AND VARIANCE APPLICATIONS, BUILDING PERMIT APPLICATIONS; SUBDIVISION CONCEPT PLAN SUBMITTALS; AND LAND DISTURBANCE PERMIT APPLICATIONS FOR PROPERTY WITHIN THE DOWNTOWN OVERLAY DISTRICT IDENTIFIED AND DESCRIBED IN THE CITY’S ZONING ORDINANCE; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN ADOPTION DATE AND EFFECTIVE DATE; TO PROVIDE A PENALTY; AND FOR OTHER PURPOSES.**

**WHEREAS**, the governing authority of the City of Auburn, Georgia (hereinafter, the “City”), is the Mayor and City Council thereof;

**WHEREAS**, the City has been vested with substantial powers, rights and functions to generally regulate the practice, conduct or use of property for the purposes of maintaining health, morals, safety, security, peace, and the general welfare of the City; and

**WHEREAS**, Georgia law recognizes that local governments may impose moratoria on zoning decisions, building permits, and other development approvals where circumstances warrant the same, *see, City of Roswell v. Outdoor Systems, Inc.*, 274 Ga. 130, 549 S.E.2d 90 (2001); *Lawson v. Macon*, 214 Ga. 278, 104 S.E.2d 425 (1958); *Taylor v. Shetzen*, 212 Ga. 101, 90 S.E.2d 572 (1955); and

**WHEREAS**, the Courts take judicial notice of a local government's inherent ability to impose moratoria on a short term or emergency basis; and

**WHEREAS**, the Georgia Supreme Court, in *DeKalb County v. Townsend Associates*, 243 Ga. 80, 252 S.E.2d 498 (1979), held that, "To justify a moratorium, it must appear first, that the

interests of the public generally, as distinguished from those of a particular class, require such interference; and second, that the means are reasonably necessary for the accomplishment of the purpose, and not unduly oppressive upon individuals." The City has found that the interests of the public necessitate the enactment of a moratorium for health, safety, morals and general welfare purposes by means which are reasonable and not unduly oppressive; and

**WHEREAS**, Gwinnett County recently announced the creation of a new employment center known as "Rowen" in unincorporated Gwinnett County adjacent to and near the City limits; and

**WHEREAS**, the Rowen project is expected to generate large scale infrastructure improvements in the areas near and inside the City; and

**WHEREAS**, the Mayor and Council have, as a part of planning, zoning and growth management, been in review of the City's Zoning Ordinances and Development Regulations, and have been studying the City's best estimates and projections of the types of development which could be anticipated within the City, especially the Downtown Overlay District; and

**WHEREAS**, the Mayor and Council have developed a comprehensive plan which integrates all of these concerns and therefore considers this moratorium a proper exercise of its police powers; and

**WHEREAS**, the City has drafted an Urban Redevelopment Plan in accordance with the provisions of Chapter 61 of Title 36 of the Official Code of Georgia Annotated, entitled the "Urban Redevelopment Law," as amended (the "Urban Redevelopment Law") and a Livable Centers Initiative (LCI) and identified the City's Downtown Area to enhance the livability, walkability, economic opportunity, sense of community, and overall vitality of the City's historic and future downtown core in response to the issues and circumstances described above;

**WHEREAS**, the Mayor and Council therefore consider it paramount that land use

regulation in the Downtown Overlay District continue in the most orderly and predictable fashion with the least amount of disturbance to landowners and to the citizens of the City in the core area. The Mayor and Council have always had a strong interest in growth management so as to promote the traditional police power goals of health, safety, morals, aesthetics and the general welfare of the community; and in particular the lessening of congestion on City streets, security of the public from crime and other dangers, promotion of health and general welfare of its citizens, protection of the aesthetic qualities of the City including access to air and light, and facilitation of the adequate provision of transportation and other public requirements; and

**WHEREAS**, it is the belief of the Mayor and Council that the concept of "public welfare" is broad and inclusive; that the values it represents are intangible as well as physical, aesthetic as well as monetary; and that it is within the power of the City "to determine that a community should be beautiful as well as healthy, spacious as well as clean, well balanced as well as carefully patrolled." *Kelo v. City of New London*, 545 U.S. 469, 125 S. Ct. 2655 (2005); *Berman v. Parker*, 348 U.S. 26, 75 S. Ct. 98 (1954). It is also the opinion of the City that "general welfare" includes the valid public objectives of aesthetics, conservation of the value of existing lands and buildings within the City, making the most appropriate use of resources, preserving neighborhood characteristics, enhancing and protecting the economic well-being of the community, facilitating adequate provision of public services, and the preservation of the resources of the City; and

**WHEREAS**, the Mayor and Council are, and have been interested in, updating its ordinances, plans and policies regarding land uses within the boundaries of the Downtown Overlay District, and have intended to promote community development through stability, predictability and balanced growth which will further the prosperity of the City as a whole and coordinating that policy with neighboring jurisdictions.

**NOW THEREFORE, THE COUNCIL OF THE CITY OF AUBURN HEREBY**

ORDAINS as follows:

## **SECTION I.**

### **FINDINGS OF FACT**

The Mayor and Council of the City of Auburn hereby make the following findings of fact:

(1) Recently, Gwinnett County has announced plans for a large planned growth development known as “Rowen” to serve as an employment center adjacent to the City. The Rowen project is expected to bring large scale infrastructure improvements including roads, water, sanitary sewer, and other utilities in and around the City.

(2) It appears that the City’s Code of Ordinances, Development Regulations, and Zoning Ordinances, particularly the Downtown Overlay District ordinance, warrant and require additional review by the City as they relate to uses within the Overlay District;

(3) Substantial disorder, detriment and irreparable harm would result to the citizens, the businesses and the City if the current land use regulation framework in and for the above described Downtown Overlay District were to be utilized by property owners prior to a more thorough review;

(4) The City's ongoing revision of its Code of Ordinances, Development Regulations, and Zoning Ordinances requires that a limited cessation of rezoning, special use permit and variance applications; subdivision concept plan submittals; building permit applications and land disturbance applications for properties within the Downtown Overlay District be enacted;

(5) It is necessary and in the public interest to delay, for a limited and reasonable period of time, the processing of any applications for such rezonings, special use permits, variances, building permit applications, concept plan submittals, land disturbance and developments within the Downtown Overlay District, to ensure that the design, development and location of the same are consistent with the long-term planning objectives of the City; and

(6) Limited moratoria are reasonable and do not constitute a burdensome regulation on

land use when such moratoria are applied throughout the City, *see City of Roswell v. Outdoor Systems Inc.*, 274 Ga. 130, 549 S.E.2d 90 (2001).

## **SECTION II.**

### **IMPOSITION OF MORATORIUM**

(1) There is hereby imposed a moratorium on the acceptance by the staff of the City of Auburn of rezoning applications; special use permit applications; variance applications; building permit applications; subdivision concept plan submittals; land disturbance permit applications; and development permit applications for properties within the Downtown Overlay District shown in Exhibit “A” attached hereto and incorporated herein by reference;

(2) The duration of this moratorium shall be until the City of Auburn adopts a revision of the City’s Zoning Ordinance, Development Regulations and other ordinances related to uses within the Downtown Overlay District or until the expiration of one- hundred eighty (180) days from enactment, whichever first occurs;

(3) This moratorium shall be effective as of the date of adoption of this Ordinance;

(4) This moratorium shall have no effect upon approvals or permits previously issued or as to development plans previously approved by the City. The provisions of this Ordinance shall not affect the issuance of permits or site plan reviews that have been submitted to City staff or have received preliminary or final approval by the City on or before the effective date of this Ordinance. The provisions of this Ordinance shall not apply to permit applications for repairs or remodeling of the interior of existing structures which do not change the existing land use or to permits for fences, decks or accessory structures.

(5) As of the effective date of this Ordinance, no applications for development or permits for the above described use may be accepted by any agent, employee or officer of the City with respect to any property in the Downtown Overlay District of the City of Auburn, and any permit so



accepted for filing will be deemed in error, null and void, and of no effect whatsoever and shall constitute no assurance whatsoever of any right to engage in any act, and any action in reliance on any such permit shall be unreasonable;

(6) In *Cannon v. Clayton County*, 255 Ga. 63, 335 S.E.2d 294 (1985); *Meeks v. City of Buford*, 275 Ga. 585, 571 S.E.2d 369 (2002); *City of Duluth v. Riverbrooke Props.*, 233 Ga. App. 46, 502 S.E.2d 806 (1998), the Supreme Court held: "Where a landowner makes a substantial change in position by expenditures and reliance on the probability of the issuance of a building permit, based upon an existing zoning ordinance and the assurances of zoning officials, he acquires vested rights and is entitled to have the permit issued despite a change in the zoning ordinance which would otherwise preclude the issuance of a permit." Pursuant to these judicial decisions, the City of Auburn recognizes that, unknown to the City, de facto vesting may have occurred. The following procedures are established to provide exemptions from the moratorium where such vesting has occurred:

A written application, including verified supporting data, documents and facts, may be made requesting a review by the Mayor and Council at a scheduled meeting of any facts or circumstances which the applicant feels substantiates a claim for vesting and the grant of an exemption.

### **SECTION III.**

#### **EXEMPTION**

(1) During the term of this moratorium, any person may file an application for exemption from this moratorium with the Mayor and Council related to pre-existing residential uses occupied and in place as of the date of this Ordinance. The Mayor and Council may grant such exemption where the pre-existing use is deemed to be in conformity with the proposed amended Development Regulations, proposed amended Zoning Ordinance and/or the Comprehensive Plan that are to be considered during the term of this moratorium. The Mayor and Council shall consider the general terms of the proposed development, the proposed use, the proposed development plans, the benefits of the proposed development to the City, and the Comprehensive Plan for the City in deciding upon a requested exemption.

(2) Should the Mayor and Council grant such exemption, the staff of the City of Auburn may accept site plans, development plans, rezoning requests, and applications for building permits subject to any conditions or limitations adopted by the Mayor and Council. However, the grant of an exemption from this moratorium in no way confers any rights upon the applicant or the exempted plans, applications or requests.

(3) Any exemption granted by the Mayor and Council shall not constitute final approval of such plans or requests by the City. Any granted exemption shall merely grant the City staff the ability to accept and process the subject application in accordance with all City laws.

#### **SECTION IV.**

(1) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(2) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(3) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

#### **SECTION V.**

All Ordinances or parts of Ordinances in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

## SECTION VI.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

SO ORDAINED this 13<sup>th</sup> day of June, 2024.

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

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

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

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

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

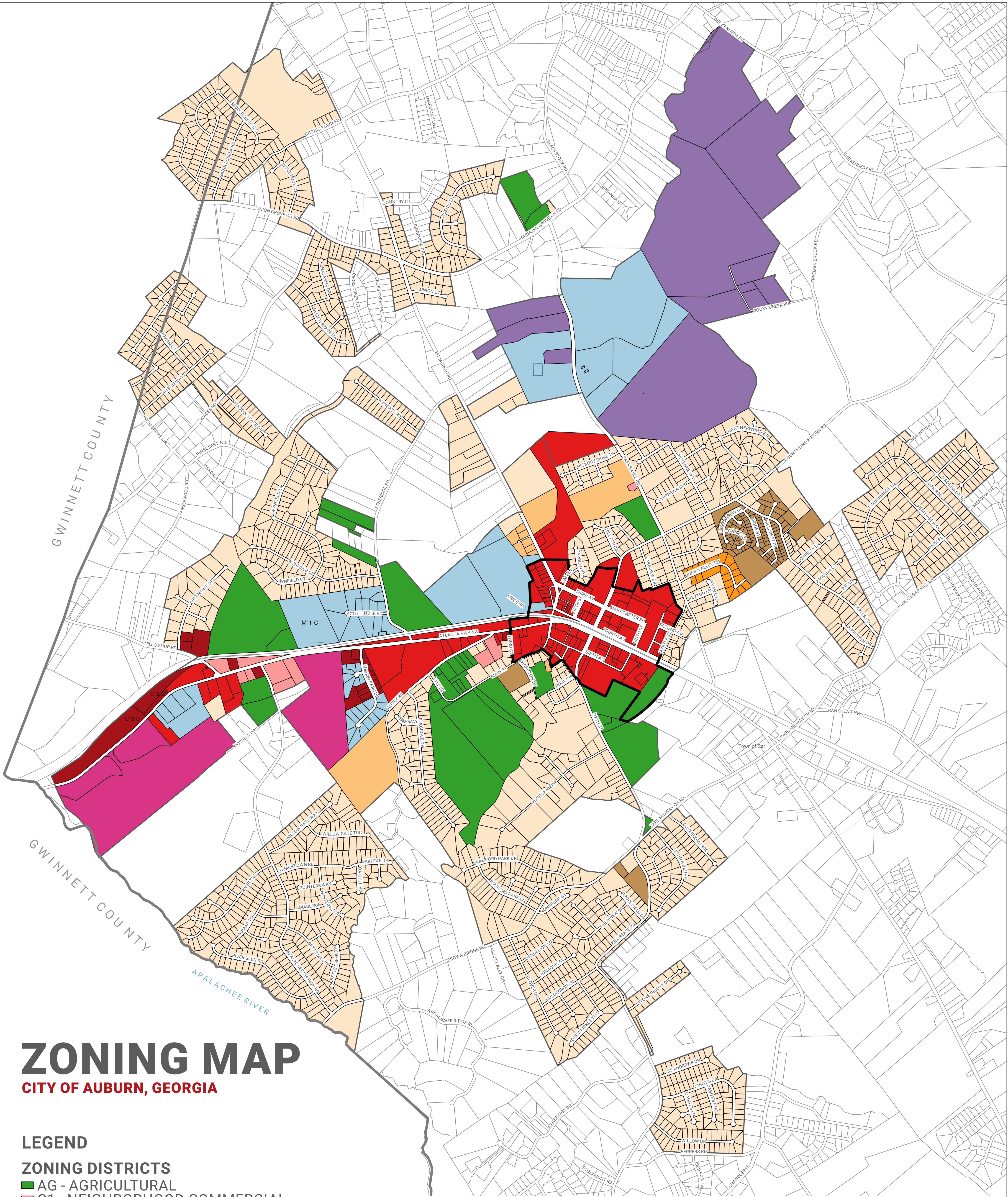
ATTEST:

By: \_\_\_\_\_  
Michael Parks, Acting City Clerk

Exhibit “A”

Downtown Overlay District Map





# ZONING MAP

CITY OF AUBURN, GEORGIA

## LEGEND

### ZONING DISTRICTS

- AG - AGRICULTURAL
- C1 - NEIGHBORHOOD COMMERCIAL
- C2 - GENERAL COMMERCIAL
- C3 - CENTRAL BUSINESS & HIGHWAY COMMERCIAL
- M1 - LIGHT MANUFACTURING
- M2 - HEAVY MANUFACTURING
- OI - OFFICE / INSTITUTIONAL
- PSV - PLANNED SUBURBAN VILLAGE
- R100 - SINGLE FAMILY RESIDENTIAL
- RM8 - RESIDENTIAL MULTI-FAMILY APARTMENT
- RMD - RESIDENTIAL MULTI-FAMILY DUPLEX
- MH - MOBILE HOME
- DOWNTOWN OVERLAY DISTRICT

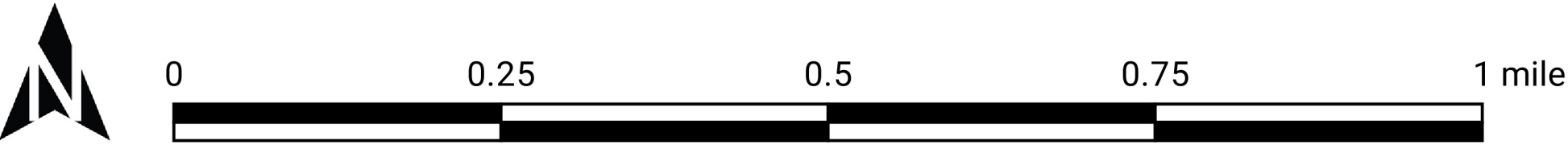
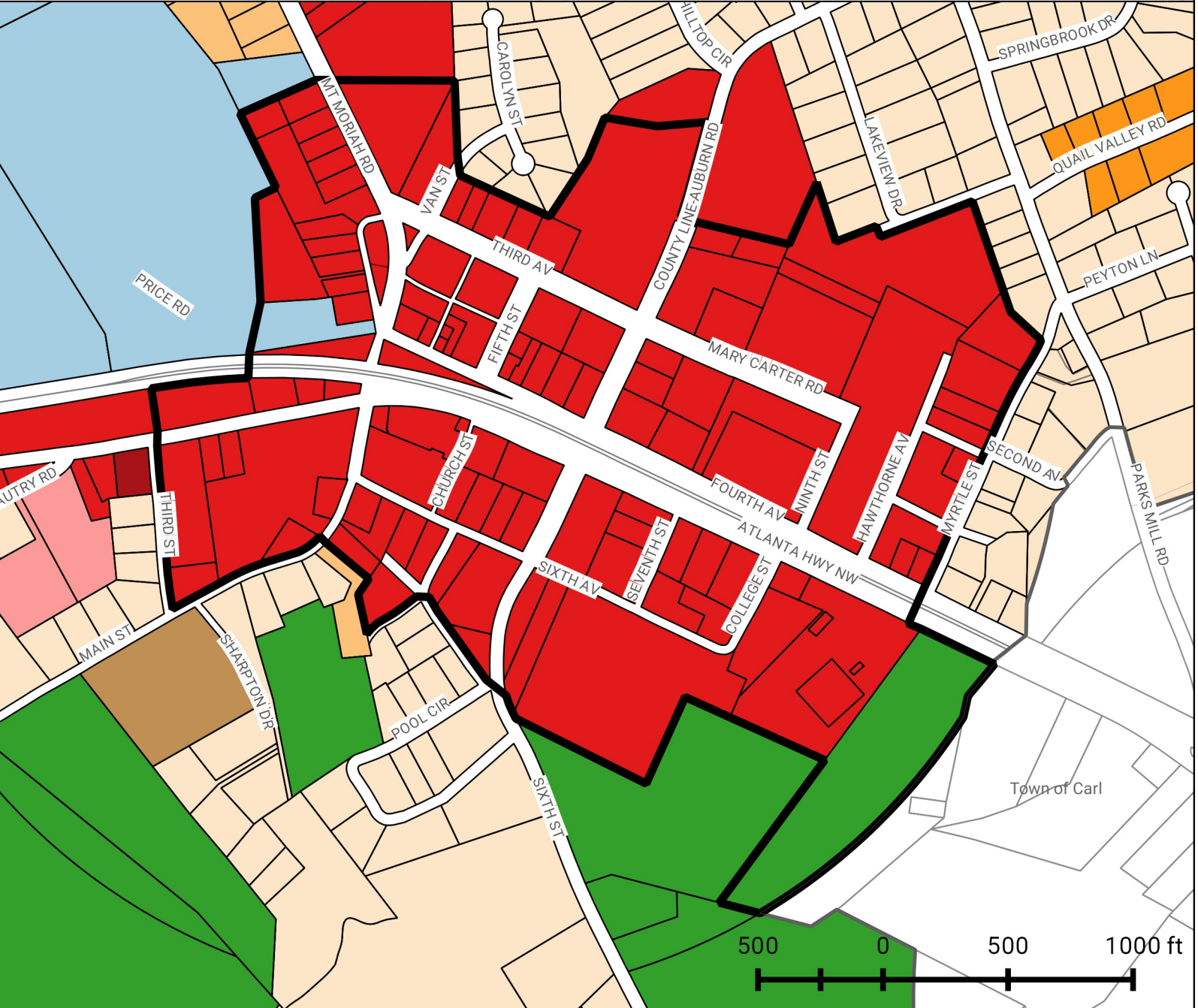
Prepared by:  
Community Development Department  
City of Auburn, Georgia  
April 9, 2019

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



CERTIFIED AS THE OFFICIAL ZONING MAP  
FOR THE CITY OF AUBURN, GEORGIA.  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019  
\_\_\_\_\_  
LINDA BLECHINGER, MAYOR

## DOWNTOWN OVERLAY DISTRICT







MAYOR  
Richard E. Roquemore

CITY ADMINISTRATOR  
Michael E. Parks

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

AGENDA ITEM NO: \_\_\_\_6\_\_\_\_

TO: MAYOR & COUNCIL

FROM: Iris Akridge – Public Works Director

DATE: June 13, 2024

PURPOSE: To consider proposal for assisting the City with the 2024 LRA Grant

BACKGROUND: Keck & Wood, Inc. has submitted a proposal to offer professional services to the City of Auburn for the implementation of the 2024 LRA (Local Road Assistance) Grant Paving Project on College Street.

The LRA Grant, amounting to \$127,268.77, is a one-time transportation grant that does not require a 30% match from the Local Government.

The proposed scope of work by Keck & Wood, Inc. includes:

- Evaluating pavement distresses
- Developing solutions to improve the road condition
- Preparing and posting construction plans for bid advertisement
- Providing bidding and construction administration services

The compensation for their work will be hourly, capped at a fee of \$16,500.

FUNDING: Professional 505-000-44000-521200

RECOMMENDATION: Approve the proposal from Keck & Wood, Inc. for professional services related to the implementation of the 2024 LRA Grant Paving Project in the City of Auburn. The proposed compensation for their work is \$16,500.

Attachment of Scope of Services

May 30, 2024

Ms. Iris Akridge, Public Works Director  
City of Auburn, Georgia  
1 Auburn Way  
Auburn, GA 30011  
Sent via email: [pwdirector@cityofauburn-ga.org](mailto:pwdirector@cityofauburn-ga.org)

Re: 2024 LRA Grant Paving Project

Dear Ms. Akridge:

Keck & Wood, Inc. ("K+W") appreciates this opportunity of presenting a proposal to provide professional services to the City of Auburn ("City") for implementing the 2024 LRA Grant Paving Project. Consideration of our firm for this assignment is most appreciated.

### **Scope of Services:**

The following is the list of roads selected by the City to be included in the scope of work:

- College Street – 480 LF
- 8<sup>th</sup> Street (College Street to 6<sup>th</sup> Street) – 920 LF
- Total Length = 0.27 Miles (1,400 LF)

### **Design Phase**

1. K+W will visit the streets and evaluate the various types of pavement distresses to develop proposed solutions to bring these areas to a Good condition rating. Rehabilitation methods could include, but are not limited to, pavement patching, crack sealing, asphalt milling & inlay, and full depth reclamation.
2. K+W will review the proposed scope with the City and make any necessary revisions.
3. K+W will prepare construction plans as well as a Project Manual containing all of the documentation needed for a public bid advertisement.

### **Bidding and Construction Administration Phase**

1. Provide the City with a bid advertisement for advertising the construction of this Project in the City's legal organ.
2. Post the advertisement and plan holders to the Engineer's website.
3. Provide prospective bidders with purchased bid documents.
4. Respond to written questions from bidders.
5. Prepare addenda.
6. Attend the bid opening and review bids for award.
7. Review the qualifications of the low bidder(s).
8. Provide the City with a bid recommendation letter for the lowest qualified bidder.
9. Provide the City with a Notice of Award to be issued to the selected bidder.
10. Prepare the contract documents for execution.
11. Attend pre-construction conference with the City and Contractor.
12. Prepare pre-construction conference report and distribute to City and Contractor.



13. Perform onsite observations during the construction process to ensure, in general, that the Contractor is conducting his work in accordance with the construction documents and to verify contractor's applications for payment.
14. Review Contractor's Applications for Payment and advise the City on the amounts owed to the contractor based on site observations.
15. Assist the City in the preparation and process of change orders due to unforeseen conditions.
16. Prepare a list of items needing attention (Items to be corrected will be identified in a documented punch list).
17. Assist the City with project closeout.

**Compensation:** Compensation for work performed shall be an hourly not to exceed fee of **\$16,500**. Once per month during the existence of this contract, the Engineer shall submit to the City an invoice for payment based on percentage completed of the work performed for the Project through the invoice period. Construction administration has an assumed duration of one (1) month. Items outside the scope described above can be billed hourly according to our standard hourly rates or an agreed upon lump sum fee.

Please contact me if you have any questions or concerns at 678-417-4008.

Sincerely,  
KECK & WOOD, INC.



Ken Peters, P.E.  
Senior Project Manager

Accepted by City of Auburn, GA

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

Title: \_\_\_\_\_

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

Attachments:

2024 Standard Rate Schedule

Terms & Conditions



## Standard Hourly Bill Rates

As of 1/1/2024

Leadership	
Project Principal	\$255.00
Engineering	
Senior Engineer II	\$230.00
Senior Engineer I	\$210.00
Engineer II	\$185.00
Engineer I	\$165.00
Staff Professional II	\$150.00
Staff Professional I	\$135.00
Landscape Architecture	
Senior Landscape Architect II	\$205.00
Senior Landscape Architect I	\$185.00
Landscape Architect II	\$170.00
Landscape Architect I	\$155.00
Landscape Professional II	\$145.00
Landscape Professional I	\$130.00
Planning	
Senior Planner II	\$205.00
Senior Planner I	\$185.00
Planner II	\$170.00
Planner I	\$155.00
Planning Professional II	\$145.00
Planning Professional I	\$130.00
Support Staff	
Technician Manager	\$160.00
Senior Field Technician	\$140.00
Field Technician	\$115.00
Construction Observer	\$100.00
GIS Technician	\$95.00
CAD Technician	\$85.00
Staff Designer II	\$85.00
Staff Designer I	\$75.00

Land Survey	
Registered Land Surveyor	\$165.00
2 Person Survey Crew	\$165.00
1 Person Survey Crew	\$115.00
Survey Technician II	\$110.00
Survey Technician I	\$90.00
2 Person Mapping Crew	\$140.00
1 Person Mapping Crew	\$80.00
Administrative	
Clerical/Administrative Staff II	\$100.00
Clerical/Administrative Staff I	\$90.00
IT Specialist	\$150.00
Office Financial Manager	\$120.00
Controller	\$200.00
Human Resources	\$200.00
Marketing Director	\$200.00
Proposal Manager	\$120.00

Listed Rates Are Valid Through December 31, 2024.

## TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions, together with KECK & Wood's Proposal, make up the Agreement between Keck & Wood and you, the Client. *Before countersigning the proposal, be sure you read and understand the paragraphs entitled Indemnification and Limitation of Liability, which deal with the allocation of right between you and KECK & WOOD.*

**EFFECTIVE DATE:** This Agreement, by and between Keck & Wood, Inc., hereinafter referred to as the Consultant, and the Client identified on the attached proposal, is binding and effective upon acceptance by a currently authorized corporate officer of the Consultant.

**SCOPE OF SERVICES:** Whereas the Consultant has proposed to perform, and the Client desires to have the Consultant perform, the scope of services described on the attached proposal. Any request or directions from the Client that would require extra work or additional time for performance would result in an increase in KECK & WOOD's costs, including expert witness services and unanticipated meetings, will be the subject of a negotiated amendment or change order. Additional Services are not included as part of the Basic Services in the Proposal and shall be paid for by the Client in addition to the payment for Basic Services, in accordance with KECK & WOOD's prevailing fee schedule, or as agreed to by KECK & WOOD and Client.

**AGREEMENT:** Now, therefore, in consideration of the premises and the covenants and undertakings hereinafter set forth, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **STANDARD OF CARE:** KECK & WOOD will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under the same conditions in the same or similar locality. KECK & WOOD makes no warranty, expressed or implied, as to its professional services rendered under this Agreement. You will promptly notify KECK & WOOD with reasonable specificity or any deficiencies or suspected deficiencies in the services of which you become aware, so that KECK & WOOD may take measures to minimize the consequences of such a deficiency. Failure to notify KECK & WOOD shall relieve us of the cost of remedying the deficiencies above the sum such remedy would have cost had prompt notification been given. The Client acknowledges that the services entail risk or personal injury and property damage (including cross-contamination) that cannot be avoided, even with the exercise of due care. The Client also acknowledges that environmental and geotechnical conditions can vary from those encountered at the time and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of these conditions, despite due professional care. KECK & WOOD therefore cannot guarantee specific results such as the identification of all contamination or other geotechnical or environmental conditions or problems nor their resolution.

2. **BASIS OF PAYMENT:** The Client agrees to compensate the Consultant as provided on the attached proposal. In the event a preliminary estimate of compensation is made, the Consultant will endeavor to accomplish services within that estimate, but the Consultant does not guarantee such estimate unless a specific written statement to that effect is given. Should the Consultant become aware that charges will or have exceeded any preliminary estimate, they will promptly notify the Client who may elect to reduce the scope of services or authorize a continuation of services at increased cost.

3. **PAYMENT AND CREDIT:** Progress or partial payments shall be made by the Client in proportion to services rendered by the Consultant unless specific extension of credit to the Client is provided on the attached proposal. Statements will be issued from time to time by the Consultant, but no more often than at 4-week intervals, and shall be fully payable within 30 days thereafter. Balances which are unpaid for more than 30 days are subject to a finance or service charge plus collection expenses. Unless stated differently on the face(s) hereof service charges shall be 1.5 percent per month, which amounts to 18 percent per year. If in the exclusive judgment of Consultant, the financial condition of the Client at any time does not appear to justify the commencement or continuance of services on the terms specified herein, Consultant may, in addition to all other remedies it may have at law or in equity, make written demand for full or partial payment in advance, suspend its performance until such payment is made and cancel this Agreement if such payment is not received by the Consultant within 30 days after delivery in person or mailing of said demand by Consultant.

4. **OWNERSHIP OF DOCUMENTS:** All documents, including original drawings, plats, estimates, field notes, specifications and other data shall remain the property of the Consultant. Copies of finished documents furnished to the Client are instruments of service for the specific project or initial purpose indicated, and are not intended to be reused for extensions of the project or for additional purposes without written authorization by the Consultant. Reuse of any of the instruments of service of the Consultant by the Client on any extension of the project or for additional purposes shall be at the Client's risk and the Client agrees to defend, indemnify and hold harmless the Consultant from all claims, damages and expenses including attorney's fees arising out of any unauthorized reuse of the Consultant's instruments of service by the Client or by others acting through the Client.

5. **ACCESS:** The Client shall be responsible for providing all rights of access upon public or private property as required by the Consultant to perform authorized services.

6. **ESTIMATES OF CONSTRUCTION COST:** Since the Consultant has no control over construction costs or of the methods by which construction contractors determine prices, or over market conditions, any opinion of the Consultant regarding construction cost are to be made on the basis of his best judgment, but Consultant cannot and does not guarantee that actual construction costs will not vary from estimates provided by the Consultant.

7. **FORCE MAJEURE:** Consultant shall not be liable for failures to perform any obligation under this Agreement where such failure arises from causes beyond Consultant's exclusive control, including (but not limited to) such causes as war; civil commotion; force majeure; acts of a public enemy; sabotage; vandalism; accident; statute; ordinances; embargoes; government regulations; priorities or allocations; interruption or delay in transportation; inadequacy, shortage or failure of supply of materials, equipment, fuel or electrical power; labor controversies (whether at Consultant's office or elsewhere); shut-downs for repairs; natural phenomena; whether such cause exists on the effective day hereof, or arises thereafter, or from compliance with any order or request of the United States Government or any officer, department, agency, instrumentality or committee thereof.

8. **CONSULTANT'S INSURANCE:** The Consultant shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability, comprehensive general liability insurance coverage of not less than \$1,000,000 limit, and professional liability insurance coverage of not less than \$1,000,000 limit.

9. **CONSTRUCTION RELATED SERVICES:** The Consultant has NOT been retained or compensated to provide design and construction review services relating to any construction contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for a contractor to perform his work which are not directly a part of the completed project; omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods and temporary bracing.

10. **CONTRACTOR'S INSURANCE:** Should the scope of services by the Consultant include planning, design or observation of construction work, the Client shall require the contractor(s) and any subcontractor(s), prior to commencement of such work, to submit evidence that he (they) have obtained for the period of the construction contract, and the guarantee period, comprehensive general liability insurance coverage including completed operations coverage. This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of construction work, and have a limit of not less than \$500,000 for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$1,000,000 for damages arising out of bodily injury, sickness and death of two or more persons. The property damage portion shall provide for a limit of not less than \$300,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of construction work in any one occurrence including explosion, collapse and underground exposures. Included in such coverage shall be contractual coverage sufficiently broad to ensure the provision of the subsequent paragraph entitled "Contractor's Indemnity". The comprehensive general liability insurance shall include as additional named insureds: the Client; the Consultant; and each of their officers, agents and employees.

11. **CONTRACTOR'S INDEMNITY:** Should the scope of services by the Consultant include planning, design or observation of construction work, the Client shall require that all contractors and subcontractors performing work in connection with services rendered by the Consultant, indemnify and hold harmless, the Client and the Consultant, and each of their officers, agents, and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from construction operations, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part, directly or indirectly, by any negligent or willful act or omission of the contractor(s), any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them are liable. The indemnification required shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor(s) or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

12. **AUDIT: ACCESS TO RECORDS:** For Agreements employing cost as a basis of compensation, the Consultant shall maintain books, records, documents and other evidence directly pertinent to the Agreement in accordance with appropriate accounting standards. From time to time, but not more often than once each calendar year, the Client may have his accounting representative verify costs by examination of pertinent documents at the home office of the Consultant. During such audit, the Consultant shall provide suitable facilities for the Client's representative, and that representative shall organize and conduct his audit in a manner which minimizes special effort by the Consultant.

13. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants. If Consultant encounters or learns of an undisclosed Pollutant at the Site, then Consultant shall notify (1) Client and (2) appropriate governmental officials if Consultant reasonably concludes that doing so is required by applicable Laws or Regulations. It is acknowledged by both parties that Consultant's scope of services does not include any services related to unknown or undisclosed Pollutants. If Consultant or any other party encounters, uncovers, or reveals an undisclosed Pollutant, then Client shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

14. **DELEGATION OF DUTIES:** Neither the Client nor the Consultant shall delegate his duties hereunder without the written consent of the other.

15. **INDEMNIFICATION:** In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless KECK & WOOD, its officers, directors, employees and consultants against all damages, liabilities or costs including reasonable attorneys' fees, arising out of or in any way connect with this Project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligent acts or negligent failure to act by KECK & WOOD.

16. **LIMITATION OF LIABILITY:** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages or any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed \$25,000, or the Consultants total fees for services rendered on this project, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Notwithstanding any other provision of this Agreement, and to the fullest extent

permitted by law, neither the Client nor KECK & WOOD, their respective officers, directors, partners, employees, contracts or consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and KECK & WOOD shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

17. RECORDS RETENTION: Consultant shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Consultant's services or pertinent to Consultant's performance under this Agreement. Upon Client's request, Consultant shall provide a copy of any such item to Client at cost.

18. MISCELLANEOUS: This Agreement shall be governed by Georgia law. Any legal action between the Client and KECK & WOOD arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Gwinnett County, Georgia. All limitations of liability, indemnifications, warranties and representations contained in this Agreement shall survive the completion or termination of this Agreement and shall remain in full force and effect. Any amendment to this Agreement must be in writing signed by both parties. This Agreement supersedes any contract terms, purchase orders or other documents issued by the Client. These Terms and Conditions shall govern over any inconsistent terms in the Proposal. If these Terms and Conditions have been provided to the Client, verbal authorization to commence services constitutes the Client's acceptance of them. The provisions of this Agreement are severable; if any provision is unenforceable, it shall be appropriately limited and given effect to the extent it is enforceable. Neither party to this Agreement shall transfer, sublet or assign any right under or interest in the Agreement without prior written consent of the other party. Headings in these Terms and Conditions are for convenience only and do not form part of the Agreement. Nothing in this Agreement shall be construed to give any right or benefits to third parties. It is intended by the parties to this Agreement that KECK & WOOD's services in connection with the Project shall not subject KECK & WOOD's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Any notice required under this Agreement shall be in writing; addressed as specified in this Agreement and sent by electronic mail; facsimile; registered, certified express or regular US mail.

19. TERMINATION: Should this Agreement be terminated prematurely by written mutual agreement or as provided elsewhere herein, the Consultant shall be paid for services performed to the termination date plus 15 percent of the total compensation earned to the time of termination to account for Consultant's rescheduling adjustments and related costs.