

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 March 13, 2025 6:00 PM Council Chambers 1 Auburn Way Auburn, GA 30011

COUNCIL REPORTS AND ANNOUNCEMENTS

PUBLIC HEARING

1. PUD - Planned Unit Development District Ordinance Amendment- Sarah McQuade

NEW BUSINESS

Citizen Comments on Agenda Items

- 2. Consent Agenda
 - a. Council Business Meeting Minutes- February 27, 2025
 - b. Council Workshop Meeting Minutes- February 13, 2025
 - c. Perry Rainey Center Rental Fees
 - d. Website Partnership Plan
 - e. Sanitary Sewer Capacity Fees Ordinance
 - f. Amend City Charter 5.16 Terms of Office
 - g. RZ-24-000 Final Plats FP-2001, FP-2002. FP-2003

VOTING ITEMS

- 3. PUD Planned Unit Development District Ordinance Amendment- Sarah McQuade
- 4. Rezoning of 100 Lyle Road and 0 Main Street- Sarah McQuade
- 5. Harmony Grove Cemetery- Michael Parks

CITIZEN COMMENTS

ADJOURNMENT



CITY ADMINISTRATOR Michael E. Parks CITY COUNCIL Robert L. Vogel III Taylor J. Sisk Jamie L. Bradley Joshua Rowan

AGENDA ITEM: 1

- **TO:** Mayor and Council
- FROM: Sarah McQuade City Planner
- **DATE:** March 7, 2025
- **PURPOSE:** Proposed amendment to the City's Zoning Ordinance, Section 17.90.140, PUD: Planned Unit Development District

BACKGROUND: At the request of the Mayor and City Council of Auburn, a series of amendments have been proposed to the text of City of Auburn Zoning Ordinance, Section <u>17.90.140</u>, which governs the PUD: Planned unit development district. The text amendments proposed to alter the content of all subsections and create new ones as indicated below.

The contents of the proposed amendment and restructuring of Sec. 17.90.140 are summarized below:

- A. *Intent* Reduce the scope of the PUD from large-scale, innovative, mixed-use development to strictly residential land uses compatible with existing development patterns.
- B. *Purpose* Provides for flexible arrangements of residences, open spaces, and amenities in a master-planned fashion.
- C. *Establishment of a PUD district* PUD sites shall be compatible with the surrounding area, with room for exceptions from size, setback, frontage, density, and other use standards.
- D. *Minimum Standards and Requirements* Increase minimum overall residential density from 2.2 dwelling units per acre (du/acre) up to 3.0 du/acre. Reduce the minimum contiguous area for a PUD from 50 acres down to 10 acres. More specific requirements previously housed here have been relocated.
- E. *Permitted Uses* Expand upon this section by providing explicitly permitted residential land use types including: single-family detached, single-family attached, and two-family (duplexes).

- F. *Required Reports and Plans* Provide additional and more specific information on what's required for a PUD submittal. New conceptual plan requirements at this stage include building setbacks, minimum lot dimensions, and an architectural pattern guide.
- G. *Exterior architectural standards for single-family residences* New content that governs exterior finish materials, architectural requirements, façade variations, building dimension, garages, driveways, and more. These standards are intended to promote development consistency and aesthetics.
- H. *Resident Amenities* Fresh requirements for PUDs directly correlate resident amenity requirements to development size. Amenity types, including swimming pools, dog parks, and pickleball courts, have been assigned point values that count towards a given minimum amenity score.
- I. *Landscaping and Buffer Requirements* Ensures PUD development and abutting residential sites are buffered appropriately from one another, without disturbing existing Code requirements.
- J. *Conformity with Submitted Application Materials* The development shall be in accordance with PUD approval.
- K. *Amendments to Approved Planned Unit Developments* Minor and major amendments to approved PUDs are clearly defined, along with procedures for said amendments.

STAFF RECOMMENDATION: To approve the proposed amendment as presented.

FUNDING: N/A

17.90.140 PUD planned unit development district.

- A. *Intent.* The intent of a planned unit development is to foster innovative developments that provide an innovative mix of residential land uses and development patterns which complement the existing fabric of Auburn, provide new development compatible with existing developments and patterns, and are supportive of the comprehensive plan.
- B. *Purpose.* This district encourages flexible placement, arrangement and orientation of residential structures, active open spaces, and resident-focused amenities. A planned unit development enables unique land development that may be constrained in other established zoning districts through careful site master planning.
- C. *Establishment of a PUD district*. An area may be considered for rezoning to PUD if any one of the following conditions exists:
 - 1. The characteristics of the specific concept plan and uses proposed for the subject property would only be compatible with the surrounding area if the development were limited to those plans and uses as submitted;
 - 2. Separate land uses, which would not otherwise be permitted to locate within the same zoning district, are proposed for development on one or more adjacent parcels under single ownership;
 - 3. Exceptions or variation from the size, setback, frontage, density, uses or other standards which are required in the conventional zoning districts are being proposed as a part of a planned development.
- D. *Minimum Standards and Requirements*. All proposed PUD planned unit development district applications shall conform to all of the following requirements:
 - 1. The maximum density shall not exceed three (3.0) dwelling units per gross acre.
 - 2. The site shall abut public streets for a distance of at least one hundred (100) linear feet.
 - 3. A registered engineer, architect, land surveyor or landscape architect shall prepare the plans required for inclusion in an application. The plans shall have their official registration seal.
 - 4. Sidewalks shall be required along both sides of all streets within a PUD. The construction standard of the required sidewalks are given in the city development regulations; however, the minimum width of all sidewalk along streets shall be five (5.0) feet.
 - 6. The site proposed for a PUD classification shall have a contiguous area of not less than ten (10) acres.
- E. Permitted Uses.
 - 1. Any use allowable inherently in a conventional zoning district in this title may be proposed for inclusion in a PUD planned unit development district. Each proposed use should be consistent in application with the intent and purpose of the conventional zoning districts in which it is allowed. Only the specific uses proposed in an application and approved shall be allowed in the district. Any addition of uses, change of plans, or increase in size or density shall require a separate amendment to the original approved PUD planned unit development district and shall follow the same administrative process as any other amendment. Initial approval of a PUD planned unit development carry any requirement to be approved by the city council for revision to the plan. Unless otherwise stated in this section, the development standards and land uses which are presented with an application for amendment shall, if approved, become the standards for the subject property and as such shall become a part of these zoning regulations.
 - 2. A PUD shall provide primarily single-family residential land uses. Where appropriate, a mixture of single-<u>and two-</u>family and multi-family-residential land uses, as provided below, may be incorporated into a single PUD project.

- a. Residential; single-family detached.
- b. Residential; single-family attached (town houses).

b.c. Residential; two-family (duplexes),

c. Residential; multi-family (apartment homes).

- F. *Required Reports and Plans*. At the time a site is designated as a PUD district, the enumerated uses of the zoning district of origin shall be replaced by the contents of the approved PUD. Every application for PUD district zoning shall include all the elements as provided in this subsection. No application for rezoning to the PUD district shall be deemed complete or scheduled for hearing until all required elements are included.
 - 1. Letter of Intent. A letter of intent also known as a narrative statement, shall be provided which conveys the following:
 - a. General description and location of the site;
 - b. The physical and socio-economic reasons as to why the uses proposed in the planned development would provide a better overall use of this property over the current zoning;
 - c. The proposed provision of utilities, including water, sewer, and drainage facilities;
 - d. The proposed methods for protection and buffering of abutting properties;
 - e. The proposed number of residential units and overall residential density (dwelling units per acre);
 - f. The area of land, expressed to the nearest square foot and as a percentage of the overall site, to be set aside as common open space or recreational areas. Areas of the site contained within overhead power easements or stormwater detention ponds shall not count towards these calculations, and cannot be considered as common open space or recreation areas;
 - g. The proposed maintenance and ownership agreements for any streets and common open spaces not proposed for dedication to the city;
 - h. The proposed restrictions on the use of the property and proposed restrictive covenants;
 - i. The proposed minimum building setbacks for front, side, and rear yards, and the proposed minimum lot size and lot width for each proposed land use, expressed to the nearest square foot;
 - j. The proposed minimum lot size and lot width for each proposed land use, expressed to the nearest square foot;
 - k. The names and mailing addresses of all adjoining property owners;
 - I. An architectural pattern guide demonstrating proposed building materials, features, exterior finishes, windows, doors, colors, and other items affecting exterior appearance, such as fencing. The guide shall include renderings, elevations, and floor plans of proposed buildings; and
 - m. Additional relevant data as may be required by the planning commission or the city council.
 - 2. Concept Plan. A detailed conceptual plan prepared by a registered engineer, architect, land surveyor or landscape architect shall be required for all applications to rezone to the PUD district. The required concept plan shall include the following information:
 - a. A survey of the entirety of the subject property, conducted no greater than twenty (20) years prior to the date of PUD district application completeness. The survey shall depict all property dimensions with metes and bounds, site acreage, a scale, north arrow and tie in point to a known location (road intersection/land lot corner, etc.). Additionally, the survey shall provide, for all adjoining properties, the property owner name(s), tax parcel number, and zoning designation;
 - b. Site topography with contour intervals no greater than two (2) feet;

- c. Lakes, ponds, streams, creeks, floodplains, and other waterways. The source(s) of floodplain data shall also be provided;
- d. The proposed subdivision of the site, with precise lot lines, building setbacks, and a lot data table which provides, at a minimum, the area (expressed to the nearest square foot), width and land use of each proposed lot.
- e. The proposed internal access network, consisting of streets, alleyways, trails, sidewalks, and other mediums, how ingress and egress to the site will be provided, proposed emergency access points, off-street parking areas and quantities, and road names, and;
- f. Stormwater management areas;
- 3. Administrative Review. of the above identified requirements of the written report and concept plan, as well as any other requirements of this title, shall be met before the planned development rezoning request is presented to the planning commission for its review and recommendation. Specific requirements of the administrative review process are as follows:
 - a. The city planner or his designee shall be responsible for reviewing the written report and concept plan, and verifying the completeness of the application; prior to the application being placed upon the planning commission agenda;
 - b. The city planner shall periodically prepare, post and distribute a timetable for his review and verification of the required exhibits;
 - c. Neither the planning commission, city planner/engineer, nor any other appointed official shall possess the authority to waive any of the written report or concept plan requirements;
 - d. An applicant for a rezoning to PUD planned unit development district, may present a written request to the city council to waive individual requirements of the written report or concept plan; however, a separate request must be submitted for each requested waiver, and must include a specific and valid reason as to why the waiver is necessary; economic hardship shall not constitute or be considered as a valid reason for a waiver request.
- G. <u>Exterior architectural sS</u>tandards for single-family residences. All attached and detached single-family residences constructed within a PUD shall be subject the standards contained herein. These standards serve to promote consistency and aesthetically pleasing residential development within the City.
 - 1. Exterior finish materials.
 - a. No less than fifty percent (50%) of the front façade of each residence shall consist of masonry, brick, stone, wood, or cementitious fiberboard.
 - b. The façades of each individual residence, except for the front façade, shall be constructed with water tables of masonry, brick, or stone which extend no less than 24 inches vertically from the ground below. Each water table shall extend the entire width of the façade.
 - c. The use of vinyl, aluminum, plastic, and bare metal for exterior siding shall be prohibited.
 - 2. Architectural requirements.
 - a. All single-family residences shall be constructed with a porch, deck, or patio measuring no less than 36 square feet in area.
 - b. Architectural projections shall be incorporated to prevent monotonous appearances.
 - 3. Façade variations.
 - a. Changes in masonry color or other façade materials are required,
 - b. Changes in window placement and/or composition are required.

- 4. Building dimensions.
 - a. The minimum heated floor area of a residence shall be consistent with the formally adopted standards of a given PUD. The minimum heated floor area shall at a minimum be 1,8002,000 square feet for single-story dwellings and 2,2002,400 square feet for two-story dwellings.
 - b. No residence shall exceed 35 feet in height. This is not inclusive of basements or subterranean construction.
 - c. Detached residential units shall measure no less than 24-32 feet in width.
 - d. Attached residential units (town houses) shall measure no less than 20-26 feet in width.
 - e. Buildings containing town houses shall contain a maximum of 6 residential units.
- 5. Garages.
 - a. All detached and attached residential units shall be constructed with a garage with a footprint of no less than 200 square feet. The garage shall be contained within the residence it serves, or be connected to the subject residence by a covered breezeway no less than four (4) feet in width.
 - b. The total width of garage doors on the front façade of a detached residence shall not exceed forty-five percent (45%).
 - c. The total width of garage doors on the front façade of an attached residence shall not exceed fifty-five percent (55%).
 - d. The requirements herein shall not apply to residences with garage doors at the rear façade, also known as "rear-loaded" residences.
- 6. Driveway design.
 - a. Driveways which are partially or wholly located in the front yard of the residence they serve shall measure no less than 22 feet in length, measured from the front property line to the front of the garage door, or where the driveway otherwise terminates.
 - b. No driveway shall have an overall slope greater than twelve percent (12%).
 - c. The requirements herein shall not apply to residences with garage doors at the rear façade, also known as "rear-loaded" residences.
- 7. Lot area.
 - a. A lot which hosts a detached residence shall measure no less than 5,0007,500 square feet in area.
 - b. A lot which hosts an attached residence that has a rear-loaded garage shall measure no less than 2,000 square feet in area.
 - c. A lot which hosts an attached residence without a rear-loaded garage shall measure no less than 3,000 square feet in area.
- H. *Resident Amenities.* PUD districts shall provide their residents with common amenities which are proportional to their sizes and densities. Residential amenities positively impact the people they serve and generally improve quality of life. Complete construction and installation of all approved resident amenities shall be completed before certificates of occupancy have been issued for fifty percent (50.0%) of the approved residential units.
 - 1. Amenity types. Acceptable resident amenities are provided below; additionally, each amenity type is assigned a score.
 - a. Amphitheater, greater than 1,000 square feet (one point).

- b. Amphitheater, greater than 2,500 square feet (two points).
- c. Basketball courts, regulation size (two points).
- d. Children's active play area, greater than 1,000 square feet (one point).
- e. Children's active play area, greater than 5,000 square feet (two points).
- f. Clubhouse, less than 3,000 square feet in heated floor area (two points).
- g. Clubhouse, greater than or equal to 3,000 square feet in heated floor area (three points).
- h. Community garden, less than 1,800 square feet (one point).
- i. Community garden, greater than or equal to 1,800 square feet (one points).
- j. Dog park, greater than or equal to 30,000 square feet (one point).
- k. Gazebo, greater than 100 square feet (one point).
- I. Pickleball courts, regulation size (two points).
- m. Swimming pool, less than 1,800 square feet of submerged area (two points). Must be accompanied by the construction of a clubhouse.
- n. Swimming pool, greater than or equal to 1,800 square feet of submerged area (three points). Must be accompanied by the construction of a clubhouse.
- o. Tennis courts, regulation size (two points).
- p. Wading/"kiddie" pool, greater than 500 square feet of submerged area (one point).
- 2. Repeated Amenities. No PUD development approved for fewer than 110 residences may earn points for installing more than one (1) of the same amenity as provided herein. PUD developments containing a minimum of 110 residences may install several instances of any given amenity to earn points, provided that the following conditions are met.
 - a. No greater than two (2) instances of the same amenity type may be installed for the purpose of earning points if the development is approved for fewer than 170 residential units.
 - b. No greater than three (3) instances of the same amenity type may be installed for the purpose of earning points if the development is approved for a minimum of 170 residential units.
 - c. Amenities of the same type shall not be placed within 1,000 feet of each other, measured by the shortest linear distance separating them, for the purpose of earning points.
 - d. The amenity type is not a gazebo, dog park, nor a wading/"kiddie" pool.
- 3. Amenity Score. The amenity requirements for a PUD district are dictated by the dwelling county and overall residential density. The table below provides the minimum number of points ("score") needed based on those factors.

Overall Residential Density	Dwelling Count	Minimum Required Amenity Score (points)
Less than 2.00 dwelling	Fewer than 20 units	1
units per acre.	20 to 49 units	2
	50 to 109 units	3
	110 to 169 units	5
	170 to 249 units	8

a.

	Greater than 249 units	11
Greater than or equal to 2.00 units per acre.	Fewer than 20 units	1
	20 to 49 units	2
	50 to 109 units	4
	110 to 169 units	7
	170 to 249 units	10
	Greater than 249 units	13

- I. Landscaping and Buffer Requirements. All PUD districts shall be appropriately buffered from adjacent properties and land uses as provided herein. <u>The buffer shall remain natural and undisturbed</u>, with no intrusions unless specifically authorized by conditions of zoning, special use, or variance approval. <u>The buffer shall retain the existing trees and vegetation and may be supplemented with additional plantings to screen activities</u>, structures, and uses on the property from view. No part of this subsection shall be construed as to provide an exemption from any ordinance or regulation which pertains to landscaping, buffering, screening, or trees.
 - If a PUD district abuts an R-100 district, and is approved for the development of multi-family dwellings (apartment houses), duplexes, or other_single-family attached dwellings, a buffer no less than fifty (50) in depth shall be required. This buffer shall be installed directly onto the PUD property and extend the entire width of the abutting R-100 district boundaries in a parallel form.
 - 2. If a PUD district abuts a PSV, RM-D, or RM-8 district, and is approved for the development of <u>multi-family</u> dwellings (apartment houses), duplexes, or <u>other-single-family</u> attached dwellings, a buffer no less than twenty-five (25) in depth shall be required. This buffer shall be installed directly onto the PUD property and extend the entire width of the abutting PSV, RM-D, or RM-8 district boundaries in a parallel form.
 - 3. In developments which are not approved for multi-family dwelling construction, sStreet trees shall be required at a rate of no less than one (1) tree per each residential unit in the development. All rights-of-way within the development shall be located within 500 feet of a street tree. Street trees shall measure of no less than ten (10) feet from each other measured at the time of planting. A variety of tree species shall be provided; no greater than thirty percent (30%) of street trees shall be of one single species. All street trees shall be of an acceptable species as established by City development regulations.
- J. *Conformity with Submitted Application Materials.* All development within a PUD district is concept plan specific and must be conducted in accordance with the approved concept plan. The passage of time shall have no bearing on the validity of a PUD district and the enforceability of the approved concept plan.
 - 1. All further development on the property shall conform to the standards adopted for the district, regardless of any change in ownership.
 - 2. The violation of any provision of zoning conditions, as submitted and approved under the provisions in this title, shall constitute a violation of these regulations.
- K. Amendments to Approved Planned Unit Developments. Amendments to the concept plan, land use, layout, density, or other aspects of an approved PUD shall be proposed to the city planner/engineer prior to formal consideration. Minor amendments to an approved PUD are limited to increases in lot sizes, decreases in overall residential density, decrease in total residential lot count, and minor street layout modifications that would not affect adjacent properties. Any amendment to an approved PUD that is not considered minor, as provided herein, shall constitute a major amendment.
 - 1. The city planner/engineer is authorized to approve minor amendments to a PUD, without the approval of the city council.

2. Major amendments to an approved PUD shall be approved by the city council. Any applicant for major amendments to a PUD shall initiate a rezoning application for the subject property, so that it may be rezoned from the current PUD to the proposed amended PUD. If the rezoning application is approved, the PUD zoning shall change to that which was approved.

ORDINANCE NO. _25-004____ AN ORDINANCE TO AMEND THE CITY OF AUBURN CODE OF ORDINANCES PUD PLANNED UNIT DEVELOPMENT DISTRICT SECTION 17.90.140

WHEREAS, the City has adopted a comprehensive Zoning Ordinance including Use Provisions for a number of zoning districts and classifications intended to create a beneficial mix of housing types and price points; and

WHEREAS, the City's elected officials, Planning Commission and staff have undertaken a comprehensive review of the exiting Planned Unit Development District provisions; and

WHEREAS, the Planning Commission and Mayor and Council have conducted public hearings to satisfy the requirements of State law for the advertising, comment, and adoption of this Ordinance amendment;

WHEREAS, the City's professional staff has recommended the approval of this Amendment; and

WHEREAS, the Mayor and City Council find and conclude that the revisions outlined in this Ordinance promote sound planning practices consistent with the policies and intent of the City's Comprehensive Plan and Zoning Ordinance;

WHEREAS, the Mayor and City Council find and conclude that it is in the best interest of the health, safety and welfare of the citizens of the City to adopt the following amendment to the Planned Unit Development district requirements; and

NOW THEREFORE, THE COUNCIL OF THE CITY OF AUBURN HEREBY ORDAINS that the City Code Section 17.90.140 be and is deleted, and the amended and restated Section 17.90.140 PUD Planned Unit Development District attached hereto as Exhibit "A" is approved and adopted.

The City Administrator and City Clerk are further authorized to correct typographical errors in the text of this Ordinance and the existing City Code and to produce and publish a final codified version of the City Code with the amendments and revisions outlined herein. In the event any Court of competent jurisdiction determines that any portion of the foregoing amendment is invalid, unconstitutional, or otherwise illegal, such rulings shall not impair the validity of the rest and remainder of this amendment.

This Ordinance shall be effective immediately upon its adoption.

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

SO ORDAINED this <u>day of March</u>, 2025.

Richard E. Roquemore, Mayor

Robert L. Vogel, III, Council Member

Jamie L. Bradley, Council Member

Taylor J. Sisk, Council Member

Joshua Rowan, Council Member

ATTEST:

Brooke Haney, City Clerk



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 February 13, 2025 6:00 PM Council Chambers 1 Auburn Way Auburn, GA 30011

Present: Mayor:Richard RoquemoreCouncil Member:Taylor J. SiskCouncil Member:Jamie L. BradleyCouncil Member:Joshua Rowan

City Staff in Attendance: Michael Parks, Marc Pharr, Staci Waters, Brooke Haney, Iris Akridge

Also in Attendance: Jack Wilson

Mayor Roquemore called the meeting to order at 6:00 pm. Pastor Marshall Clack gave the Invocation. Mayor Roquemore gave the pledge.

Council Reports and Announcements

Mayor Roquemore asked for Council Reports and Announcements. **Council Member Sisk** congratulated our Explorers on their competition and asked everyone to pray for Terry England. **Council Member Jamie Bradley** announced that the museum had been opened and thanked all the volunteers that helped keep it open. **Iris Akridge** spoke about the patch work and paving that is and will be taking place with the T-SPLOST money. **Brooke Haney** reminded the citizens about the 5K on March 1st and asked if anyone wanted to volunteer to contact her.

PUBLIC HEARING

Mayor Roquemore asked for a motion to open the Public Hearing regarding the Statewide Homestead Exemption Opt Out

Motion: Made by Council Member Sisk to open the public hearing.

Second by Council Member Bradley

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

Item 1.: Statewide Homestead Exemption Opt Out

Mayor Roquemore asked for Jack Wilson, City Attorney, to present the Statewide Homestead Exemption Opt Out.

Jack Wilson: Presented the Statewide Homestead Exemption Opt Out.

Mayor Roquemore opened the floor for ten minutes for public comments in favor of the change of the Statewide Homestead Exemption. There were none.

Mayor Roquemore opened the floor for ten minutes for public comments in opposition to the change of the Statewide Homestead Exemption. There were none.

Mayor Roquemore asked for a motion to table the Statewide Homestead Exemption Opt Out until the February 27, 2025, meeting.

Motion: Made by Council Member Sisk to table the Statewide Homestead Exemption Opt Out. Second: by Council Member Rowan

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

Mayor Roquemore asked for a motion to close the Public Hearing.

Motion: Made by Council Member Bradley to close the public hearing.

Second: by Council Member Sisk

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

NEW BUSINESS

Citizen Comments on Agenda Items

Mayor Roquemore asked for any citizen comments for items on tonight's agenda. There were none.

Mayor Roquemore asked if there were any items to be removed from the consent agenda. Council Member Sisk asked to remove item H- Resolution for Statewide Homestead Exemption Opt Out

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

Item 2: Consent Agenda

- a. Council Business Meeting Minutes- January 9, 2025
- b. Council Workshop Meeting Minutes- January 23, 2025
- c. Council Special Called Meeting Minutes- February 4, 2025
- d. Weapon Transition
- e. Arista Billing
- f. Generac Extended Warranty
- g. Candidate Qualifying Date and Fees for 2025 Election Cycle
- h. Resolution for Statewide Homestead Exemption Opt Out

Mayor Roquemore asked for a motion to approve the remainder of the consent agenda. Motion: Made by Council Member Sisk to approve the remainder of 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.

VOTING ITEMS Item 3: ESG Engineering Iris Akridge Presented Mayor Roquemore asked for a motion to approve the ESG Engineering Contract Motion: Made by Council Member Rowan approve the ESG Engineering Contract Second: Made by Council Member Bradley Mayor Roquemore asked for any discussion, there was none. Votes were taken with all members present voting yes. Item 4: Council Meeting Recordings Michael Parks Presented Council Member Bradley asked Jack if the Video Recordings were for the Council Meetings only. Council Member Rowan asked if the Video Recording will only be on You Tube. He also asked if it would start next Council Meeting. Mayor Roquemore asked for a motion to approve the Council Meeting Recordings Motion: Made by Council Member Rowan approve the ESG Engineering Contract Second: Made by Council Member Sisk Mayor Roquemore asked if there was any discussion; there was none. Vote was taken Council Member Bradley voting no and Council Member Sisk and Rowan voting yes. Citizen Comments

Mayor Roquemore asked for any citizen comments. There were none.

ADJOURNMENT: Mayor Roquemore asked for a motion to adjourn.

Motion: Made by Council Member Bradley 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 March 2025

Attest:

Mayor Richard E. Roquemore



CITY ADMINISTRATOR Michael Parks **CITY COUNCIL**

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

CITY COUNCIL WORKSHOP MEETING

February 27, 2025 6:00 PM Council Chambers 1 Auburn Way Auburn, GA 30011

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

City Staff in Attendance: Michael Parks, Staci Waters, Brooke Haney, Marc Pharr Also in Attendance: Jack Wilson

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

SWEARING IN FOR MAYOR PRO TEMPORE

WORKSHOP ITEMS FOR DISCUSSION

Council Reports and Announcements

Mayor Roquemore asked for Council Reports and Announcements. Staci Waters gave a report on the past Car Show, the upcoming 5K and to look at Facebook for the road closures, and the Upcoming Yard Sale.

Item 1: Planning Commission Reports Sarah McQuade Presented Placed on March 13, 2025, Council Business Agenda Item 2: Perry Rainy Center Rental Fees Michael Parks Presented Placed on March 13, 2025, Council Business Agenda Item 3: Republic Services Rate (Information Only) Michael Parks Presented Item 4: Website Partnership Plan Michel Parks Presented Placed on March 13, 2025, Council Business Agenda Item 5: Sanitary Sewer Capacity Fees Ordinance Michael Parks Presented Placed on March 13, 2025, Council Business Agenda

Mayor Roquemore asked for Citizen Comments and there were none.

VOTING ITEMS

Item 1: Statewide Homestead Exemption Opt Out

Mayor Roquemore asked for a motion to approve the Resolution for opting out of the Statewide Homestead Exemption under HB-581.

Motion: Made by Council Member Rowan

Second: by Council Member Sisk

Mayor Roquemore asked for any discussion, **Council Member Sisk** asked if it would affect the Seniors. Votes were taken with all members present voting yes.

Item 2: Amend City Charter 5.16 Terms of Office

Mayor Roquemore asked for a motion to approve the Ordinance to Amend City Charter 5.16 Terms of Office as presented by Staff.

Motion: Made by Council Member Rowan

Second: by Council Member Sisk

Mayor Roquemore asked for any discussion, **Council Member Sisk** asked if it would affect the Seniors. Votes were taken with all members present voting yes.

Mayor Roquemore asked if there were any citizen comments.

Rob Yoe, 1531 Wynfield Dr, Auburn, GA 30011, Commented on the Planning And Zoning Commission report.

Respectfully submitted, Read and approved this _____ Day of March 2025 Attest:

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: C

- FM: Michael Parks City Administrator
- DATE: March 13, 2025

PURPOSE: To consider increasing prices of Perry Rainey Center Rental.

BACKGROUND: Rental rates for event venues have risen, along with significant increases in associated costs such as utilities, cleaning, and inventory. To ensure these expenses are adequately covered, we believe our rates should be adjusted to align more closely with those of similar local venues.

RECOMMENDATION: To approve the rental rates for the Perry Rainey Center as presented by staff.

FUNDING: N/A

Perry-Rainey Center Building Rental Agreement * FOR MULTIPLE DAYS, PLEASE ATTACH A SEPARATE FORM FILLED OUT*

Lessee Contact Information



TOTAL DUE

NAME:					City of Auburn	
BUSINESS NAME:					1 Auburn Way	
ADDRESS:					Auburn, GA 30011 Contact: Brooke Haney 770-963-4002 Ext.230	
CITY:		STATE:		ZIP		bhaney@cityofauburn-ga.org
PHONE	:	EMAIL:				RATE CODE
RENTA	L DATE:	ļ				NON-PROFIT/EDUCATION (N.P./E)
						AUBURN CITIZENS (A.C.)
RENTA TIME	BEGIN:		D AM D PM	TOTAL DURATIO	N: HRS	NON-CITIZENS (If you live outside city limits) (N.C.)
Direct	tions: Follow the colu	mn on the right	and seled	ct the options	with the	FLOOR SELECTION
corres	sponding tables.					MAIN FLOOR BOARD ROOM
WEEK	COAY RENTAL FEE SCHEE					THIRD FLOOR BANQUET HALL
	lay - Thursday Base Rate		N.P./E	A.C.	N.C	ENTIRE FACILITY
1	Main Floor Board Roor	m	\$100.00	0 \$100.00	\$200.00	
2	Third Floor Banquet Ha		\$500.00		\$700.00	
3	Additional Hours		\$125.0			OTHER FEES Extra Chairs-\$3 per chair
	Additional flours		J 23.0	JU JIZJ.00	\$175.00	SOUND SYSTEM- \$50
	end rental fee schei V Sundavid 199 Rate par		NIP/E	A.C.	NHC	POLICE SECURITY- \$50/hr min. of 3 hours (if alcohol is being served OR if there is more than 100 people,
1	Main Floor Board Roon	n	\$300.0	0 \$300.00	\$600.00	reservations for an officer done at the police department SEE PAGE 2)
2	Third Floor Banquet Ha	all	\$1200.0	00 \$1200.00	\$1600.00	KITCHEN-\$50
3	Additional Hours		\$150.	00 \$150.00	\$200.00	Upstairs Cleaning Fee \$175
Invent	ory					Main Floor Cleaning
Main Floo	or (6) 60" Tables (36)Chairs (2) 8	3' Tables (3) 6' Tables (2	24) Extra Chair	rs (3) Trash Cans		Fee \$75
Third Floor (12) 72" Tables (96) Chairs (3) 8' Tables (3) 6' Tables (50) Extra Chairs (4) Trash Cans					(50% of total fees minus police security)	
<u>Kitchen</u> (2	2) Round Trash Cans—Standard A	Appliances				RENTAL FEE
In consi all City cies will further u facilities	ing the application below, I deration for rental of the pr policies which are incorpor- result in loss of privilege to understand that fundraising for that purpose unless I ainey Center Building on th	remises, I undersize ated herein by refe o use City facilities g is not allowed on nave written permis	and, and agi erence. Fail and will res City propertission. I acce	ree to follow and ure to comply w sult in non return ty, and will not b ept responsibility	I comply with ith these poli- of deposit. I e using the of use of the	CLEANING FEE ADDITIONAL HOURS OTHER FEES
Print N	lame:		Date:			DEPOSIT DUE

Signature:

Perry-Rainey Center Building POLICE OFFICER REQUEST FORM

STATE:

EMAIL:

TIME REQUEST

* FOR MULTIPLE DAYS, PLEASE ATTACH A SEPARATE FORM

Lessee Contact Information

ZIP

END:

X



City of Auburn

1369 4th Avenue Auburn, GA 30011 Contact: Lt. Henry Schotter 770-963-4002 Ext.214 hschotter@cityofauburn-ga.org

SERVER/POURER'S PHONE:

SERVER/POURER'S NAME:

NAME:

ADDRESS:

CITY:

PHONE:

RENTAL DATE:

BUSINESS NAME:

IF APPLICABLE

PERSON OF CONTACT:

NAME OF OFFICER REQUESTED (see line 3):

1. Notice that any event where there is more than 100 people in attendance and/or there is alcohol present, an on duty City of Auburn police officer is required for security.

BEGIN:

- 2. City of Auburn police officers are ONLY required to enforce the safety and security of the patrons and enforce any violation of city ordinance or state law. Officers are not required to assist in any other duties.
- 3. If a lessee has a request for a specific officer, we will try to accommodate but there is no guarantee due to scheduling. If you have a specific officer request, please list their name in the box above.
- 4. Security officers must be paid in full prior to the start of the event.
- 5. The City enforces State law regarding weapons on its properties and in its buildings.
- 6. The rental of Public Buildings is available to persons over the age of 18.
- 7. Lessees must adhere to maximum building occupancy required by safety fire code regulation.
- 8. As consideration for the use of the City Building, the undersigned agrees to indemnify and hold harmless The City of Auburn, Georgia, and its employees, officers, and agents from any and all claims and damages of any kind, including attorney's fees and expenses of litigation, relating to or arising from the undersigned's use of the Building.
- 9. Cancellation Policy: In order to be refunded your usage fee, the lessee must notify the Police Department at least seven (7) business days prior to the event.
- 10. Pourer's must have a valid license from within the state of Georgia and provide a copy to the city before the day of rental.

By signing the application below, I agree to abide by the following Terms and Conditions: In consideration for rental of the premises, I understand, and agree to follow and comply with all City policies which are incorporated herein by reference. Failure to comply with these policies will result in loss of privilege to use City facilities and will result in non return of deposit. I further understand that fundraising is not allowed on City property, and will not be using the facilities for that purpose unless I have written permission. I accept responsibility of use of the Perry-Rainey Center Building on the date(s) and hours stated on this form Agreed to by:

Print Name:			Date:		
<u>Signature:</u>		10 10 10	-		
OFFICE USE ONLY	OFFICE USE ONLY	OFFICE USE ONLY	OFFICE USE ONLY	OFFICE USE ONLY	

POLICE SECURITY- \$50/ hour minimum of 3 hours

ADDITIONAL HOURS

XS	= \$.	
	· · · · · · · · · · · · · · · · · · ·	_

RENTAL FEE

ADDITIONAL HOURS

TOTAL DUE

TERMS AND CONDITIONS

- A damage/cleanup deposit is required. At the conclusion of the event the lessee must the building in a "ready to use" condition. Remove all decorations, sweep the floors (and mop, if necessary,) wipe countertops, remove all garbage, take all food leftovers, turn off heat/air at thermostat, turn off all lights and return the key. A \$35 NSF Fee is placed on each returned check.
- 2. The <u>deposit is refundable</u> if the event coordinator completes the checklist, finds the facility to be in good order and signs off on the agreement. If the facility is not clean and left as you found it, you will not receive your deposit back. Deposits will be mailed to the name on the application the following week,
- 3. Please make sure that all lights are off and that all trash is in the dumpster outside. Make sure all windows and doors are closed and locked at the conclusion of your rental use. Leave the key in the drop box.
- 4. No weapons are permitted on the city's properties and in its buildings.
- 5. The rental of Public Buildings is available to persons over the age of 18.
- 6. Renters must adhere to maximum building occupancy required by safety fire code regulation.
- 7. As consideration for the use of the City Building, the undersigned agrees to indemnify and hold harmless The City of Auburn, Georgia, and its employees, officers, and agents from any and all claims and damag-es of any kind, including attorney's fees and expenses of litigation, relating to or arising from the undersigned's use of the Building, except only those claims arising from the sole negligence of the City and it's employees.
- 8. Cancellation Policy: In order to be refunded your deposit and usage fee, the lessee must notify the Parks and Leisure Department (30) business days prior to the event.
- 9. Alcoholic Beverages: Lessees and all guests shall obey all applicable laws of the State of Georgia and the City if alcoholic beverages are to be consumed on the premises. It is strictly prohibited to sell alcoholic beverages on the premises except as allowed for by applicable law. It is strictly prohibited for any alcohol to be served or furnished to or by any persons under the age of 21 years of age. If alcohol is present and NO OFFICER REQUESTED you will be asked to leave and your deposit will be held by the city.
- 10. Release of Liability: In consideration of the use of the premises, the User hereby releases and holds harmless the City of Auburn, their officials, officers, board members, employees, or representatives from any liability or responsibility for any damages to the person or property of User, User's guests, invitees, or other persons, arising out of or in any way connected with the User's use of the premises. User agrees to indemnify the City of Auburn for any costs or damages to any person or any person's property arising out of or connect in any way with the User's use of the premises and further agrees to pay all costs of defense, including attorney's fees and court costs, incurred by the City of Auburn or their officials, officers, board members, employees or representatives.
- 11. No Smoking: No smoking or use of tobacco products is allowed on the premises.
- 12. Use of Equipment: Lessee shall be allowed to use the equipment, tables and chairs on the premises, but the equipment, tables and chairs shall not be removed from the premises.
- 13. Hours of Operation: All weekend events shall begin no earlier than 7:00 A.M., and shall end and empty of all persons no later than 12:00 A.M. Weekday events shall begin no earlier than 8:00 A.M., and end no later than 10:00 P.M.
- 14. Decorations: User shall not use any wall decorations of any kind. Only table and floor decorations are permitted.
- 15. Damaged Premises: User agrees to pay the full cost of any repairs deemed necessary in the sole discretion of the City of Auburn for any damages caused by the User or its guests or invitees or by any other person in connection with the event. User accepts the premises in their current condition, as is, and agrees that they are fully suited for the purpose of the event.
- 16. General Conditions: The premises shall not be used in violation of any regulation of law or any governmental body nor in any manner to create any nuisance or trespass, nor in such a manner as to endanger the construction capabilities of the premises. The lessee, its guests and invitees shall use the parking ar-ea adjacent to the premises. The premises shall not be used in any manner to hinder or obstruct the activ-ities of other occupants of the Community Center or the public.
- 17. Property: Going into locked rooms, closets, or areas not agreed upon in your lease is prohibited. Do not take extra trash bags out of the building The rooms are under surveillance and will be used if theft occurs.



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	Counci	il
10:	Mayor	anu	Counci	11

- FROM: Michael Parks City Administrator
- DATE: March 13, 2025

PURPOSE: To renew the contract with our website hosting and maintenance provider.

BACKGROUND: Following the city's decision to change managed IT service providers from VC3, Auburn now needs a dedicated partner for website design and hosting. Previously, these services were bundled, but the shift in IT providers necessitates a focused approach to website management. Securing a new website partner is essential for several key reasons: First, ongoing maintenance, including content updates, security patches, and technical improvements, is critical for a functional and secure website. Second, specialized expertise in web development, server management, and SEO is required to ensure optimal performance and visibility. Third, website security is paramount, and a dedicated provider will implement measures to protect against cyber threats. Fourth, accessibility compliance is crucial for inclusivity, ensuring all citizens can access city information. Fifth, the website needs to be scalable to accommodate future growth and changing needs. Finally, choosing a dedicated partner allows the city to strategically align its website with its specific communication goals and target audience, ensuring its online presence effectively serves the community.

RECOMMENDATION: The City of Auburn, Georgia should maintain its relationship with VC3 for website design and support due to VC3's expertise in creating and maintaining accessible, responsive websites using the Drupal CMS. This continued partnership will result in a full website redesign, improving the site's functionality and user experience for all Auburn citizens. Leveraging VC3's existing knowledge of the city's needs and their proficiency with Drupal ensures a smoother, more efficient redesign process and ongoing support for the city's online presence.



Website Partnership Plan

Order

City of Auburn, GA 1 Auburn Way Auburn, Georgia 30011 United States

Michael Parks mparks@cityofauburn-ga.org 7709634002

VC3 1301 Gervais St. Suite 1800 Columbia, SC 29201 United States

Prepared by: Kylie Cantanzarite Business Account Manager kylie.cantanzarite@vc3.com

Products & Services

PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	PRICE
Website Partnership Plan Implementation	1	\$7,000.00	\$7,000.00

1

Website Partnership Plan	1	\$550.00 / month	\$550.00 / month for 4 years
SUMMARY			
Monthly subtotal \$550.00			
One-time subtotal \$7,000.00			

Comments

Prices shown above are valid for 30 days from date of Order.

Monthly Recurring Services will begin 12/1/2024, taking the place of the previous IT in a Box agreement.

The existing website will be hosted for no more than twelve (12) months on the current platform and must be migrated to the new platform in this timeframe.

This Order is entered into as of January 20, 2025 between VC3 Inc., a Delaware corporation ("Company") and City of Auburn, GA ("Client")

Order Governed by the Master Agreement

This Order is subject to and governed by Company's Master Agreement in effect on the date this Order is entered into between Company and Client. The Master Agreement is available at https://www.vc3.com/terms-of-service/ and is incorporated in full into and made a part of this Order by this reference. The Client may also request a copy of the Master Agreement by submitting an email request to betterit@vc3.com identifying the Client and the applicable Orders. Company's entering into this Order is conditioned on Client's agreement to the Master Agreement, and by entering into this Order with Company, Client accepts and agrees to the Master Agreement.

Deliverables & Services

Definitions

Client Website: 'Client Website' will be defined as the existing client website.

Drupal Website: 'Drupal Website' will be defined as the new Content Management System associated with the product(s) stated in Products & Services

Go Live: 'Go Live' will be defined as a date on when the Drupal Website will become the client's new website.

Website Development Services

- 1. Discovery Phase: Work with the client to gather user insight on the state of the Client Website.
- 2. Design Phase: Work with the client to provide a mockup of the Drupal Website's homepage and interior page.
- 3. Development Phase: Implement the design into a new VC3 Drupal CMS application.
- 4. Content Migration Phase: Work with the client to determine what and how much content on the Client Website will be migrated into the Drupal website.
- 5. Training Phase: Provide the client with 1 remote training session within 2 weeks of the Drupal Website's Go Live.

Website Hosting Services

1. Company will host Client website within Company infrastructure.

Website Partnership Plan Services

- 1. Unlimited Support: For questions, comments, issues, or assistance with the Client Website, the client will not be charged an hourly rate.
 - 1. Support services under this order are available exclusively during business hours: Monday through Friday, excluding U.S. and Canadian public holidays, from 9:00 AM ET to 5:00 PM ET.
 - 2. Any requests or issues submitted outside of these hours will be addressed on the following business day.
- 2. Free Redesign: Work with the client every 4 years in redesigning the Drupal
- 3. Website (see: Website Development Services).
- 4. Annual Site Review: Upon client request, work with the client for an in-depth review of the Drupal Website. Limit 1 per 12 months.
- 5. Supplemental Training: Upon client request, provide the client with 1 remote training session once per 12 months.

Proactive Services

- 1. Google Analytics: Ensure an active connection and accessible user interface for analytics of the Drupal Website.
- 2. Real Time Report: Ensure active reporting of the Drupal Website with an accessible user interface.
- 3. Backup Management: Conduct regular backups for the Drupal Website.
- 4. Patch Management: Perform maintenance activities on the Drupal Website and its environment.

Exclusions

Items other than those included above are expressly excluded from the Services provided within this Order. The following exclusions and clarifications are intended to clarify the scope of services for this order:

- 1. Excluded services are those related to functionality upgrades, such as those required to evaluate, specify, purchase, and implement client system or server upgrades such as operating systems, Microsoft Office suite software unless included with a specific Company product, third party software deployments or upgrades, or equipment related to these services whose scope exceeds that defined above. Company will provide these services to the client on a Time & Materials Order basis at the rates outlined in the Master Agreement. If modification or replacement of a hardware device or component is required, client is responsible for all hardware and hardware vendor services costs, excluding Company owned hardware explicitly provided through this Order.
- 2. When client requests services by Company not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined in the Master Agreement. For all services which incur additional hourly fees, Company will notify the client that these services are outside the scope of this work order and will receive approval from client prior to rendering these additional services.
- 3. Software and licensing purchased by the client directly from a third-party vendor are not included as a part of services to be supported.
- 4. Cybersecurity event or incident response activities or remediation efforts exceeding eight (8) hours of technician, engineer or

project management time.

- 5. Should deficiencies, malware infections, or critical vulnerabilities be discovered during the deployment of services, Company will bring to Client attention and discuss the impact of the deficiencies on Company's ability to provision the Services and provide client with options to correct the deficiencies. Initial remediation hours will be billed outside of this Order unless otherwise explicitly stated in this Order.
- 6. Third-party applications, connections, and functionality such as Facebook, Twitter, and Google Analytics, are prone to receive unexpected downtime unbeknownst to Company.
- 7. The Unlimited Support service does not include posting content on behalf of the client, nor functionality upgrades. Company will provide these services to the client upon request and approval of a Time & Materials work order at the rates outlined in the Master Agreement.
- 8. Excluded services are those related to functionality upgrades. Company will provide these services to Client on a Time & Materials Order basis at the rates outlined in the Master Agreement.

Assumptions

- 1. The Order will not become effective unless and until it is agreed upon and signed by the Client and Company.
- 2. Company reserves the right, at its discretion, to pass onto the client any changes to obligations, such as terms or pricing imposed on Company by a given vendor, for an offering that is currently resold to the client at any time during the current agreement term.
- 3. Company will make reasonable efforts to resolve all issues remotely prior to dispatching an engineer onsite. Travel hours incurred will be invoiced according to the Master Agreement.
- 4. The items defined in this Order are designed to enhance the security of the customer environment. There is no guarantee that any security measure will prevent a data breach, infection, or other cyber security incident.
- 5. Support services under this order are available exclusively during business hours: Monday through Friday, excluding U.S. and Canadian public holidays, from 9:00 AM ET to 5:00 PM ET.
- 6. Any requests or issues submitted outside of these hours will be addressed on the following business day.

Client Responsibilities

- 1. Client will provide a primary point of contact for Company to work with on all services provided in this Order.
- 2. Client must identify one individual as the Project Communication Resource, which will act as the head point of contact for Client during the life of the project. This resource will be responsible for making project decisions and approving work. While Client may have multiple resources providing feedback on the project, only one resource can be identified as the Project Communication Resource.
- 3. Once approval has been given by the Project Communication Resource for each design during the Design Phase of the project, development will begin. Any changes requested to a design after this approval is given are not included and may incur additional charges.
- 4. Client will determine a specific Go Live date on when their Drupal Website becomes their main website.
- 5. Client will review their website's content to assist in determining what content must be migrated over.
- 6. Client will agree to a "content freeze" on the Client Website sometime between the Training and Go Live phases.
- 7. Client is responsible for authorizing access for Company to sites that are owned / controlled by third parties.
- 8. Client will maintain both hardware and software maintenance agreements with the source Vendor whenever possible to allow for ongoing access to security updates and to provide quick replacement of non-functioning components.
- Client is responsible for procurement and ownership of all licenses, maintenance, and vendor support agreements required for support of their third-party applications, excluding the Microsoft licensing explicitly included in the per seat packages identified in Products & Services section.
- 10. Third party tool licensing may be required for additional cost.

Invoicing

1. Recurring services, if included, shall be provided for term indicated in Products & Services, starting from the date of the first

recurring invoice (Effective Services Start Date), unless terminated in accordance with the terms of this Order or the Master Agreement.

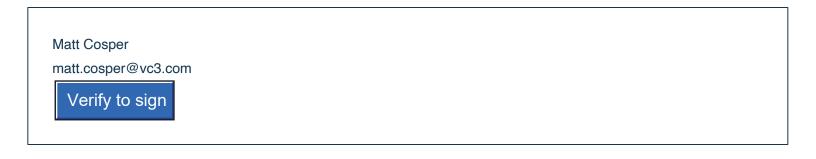
- 2. Effective Services Start Date is defined as the first day of the first month following approval of the home page design during the Design phase of the project.
- 3. Company will invoice the Client a pro-rated monthly fee based on any partial month of service plus the first full month of service on the Effective Services Start Date. All subsequent service months will be invoiced at the start of the month in which services are to be rendered. Services activated after the first of month may be invoiced on a pro rata basis the following month. All One-Time Fees will be invoiced to Client upon signature of this Order.
- 4. Any taxes related to services purchased or licensed pursuant to this Order shall be paid by Client or Client shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice.
- 5. Unit rates will automatically increase annually on the anniversary of the Effective Services Start Date equivalent to the CPI change for All Urban Consumers or by 4.00%, whichever is higher.
- 6. The terms of this Order will automatically renew for an additional term of equivalent length to the current active term unless notice of termination is provided by either party no fewer than 90 calendar days prior to expiration of the current active term.
- 7. Company will audit the Client's usage of the quantity of Services on a monthly basis; for each quantity of Services found in excess of the amount stated in this Order above, Company will increase the monthly service fee amount by the corresponding unit price stated above.
- 8. At no time during the term of this Order will the fees payable under this Order (i.e. the monthly subtotal amount) drop below seventy-five percent (75%) of the initially agreed upon monthly subtotal stated above.
- 9. In the event of the early termination of the Agreement in accordance with Section 3.3 of the Master Agreement, Client agrees that the initially agreed upon monthly subtotal stated above shall be used for calculating fees due for the remaining term of the Agreement.
- 10. Additional services may be added at any time during the life of this Order at the unit price listed above.

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Michael Parks mparks@cityofauburn-ga.org

Verify to sign



City of Auburn, GA - Website Partnership Plan





CITY ADMINISTRATOR Michael E. Parks CITY COUNCIL Robert L. Vogel III Taylor J. Sisk Jamie L. Bradley Joshua Rowan

AGENDA ITEM: E

TO:	Mayor and	Council
10.	i layor ana	oounon

- FM: Michael Parks City Administrator
- DATE: March 13, 2025

PURPOSE: To approve the Sanitary Sewer Capacity Fees Ordinance for the City of Auburn.

BACKGROUND: The city has invested in improving the sanitary sewer system within the City limits by participating with private developers in pump station and sewer line improvements. In exchange for the City's investment, it obtained the right to allocate and sell part of the capacity created. The proposed ordinance clarifies the fees due for such capacity and the timing of payment.

RECOMMENDATION: To approve Ordinance 25-002 as presented by staff.

FUNDING: N/A

AN ORDINANCE TO AMEND THE CITY DEVELOPMENT REGULATIONS TO PROVIDE FOR SANITARY SEWER CAPACITY FEES

WHEREAS, the City has entered into an Agreement with Barrow County under which the City contributed public funds to the creation of certain sanitary sewer infrastructure including the Sixth Street Lift Station; and

WHEREAS, in consideration for the City's contributory payments for the enhancements and upgrades to the Sixth Street Lift Station, the Barrow County has granted the City control of certain limited sanitary sewer capacity in and around the City limits for projects using the Lift Station; and

WHEREAS, the City has been authorized by virtue of its Agreement to collect a Sewer Infrastructure Recovery Fee or Capacity Fee to recover the City's initial investment in infrastructure improvements for the Sixth Street Lift Station as allocates the capacity available; and

WHEREAS, the City has reviewed the costs expended for such improvements and determined the amounts due from each subsequent user so that each such user pays its proportionate share of such improvement costs advanced by the City; and

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of the City to adopt this Ordinance to provide for the collection of those fees and the assignment of Sanitary Sewer Capacity allocated to the City;

NOW, THEREFORE, THE COUNCIL OF THE CITY OF AUBURN HEREBY ORDAINS that the following Section 16.58.010 Sewer Infrastructure Recovery/Capacity Fee is adopted as follows:

Section 16.58.010 Sewer Infrastructure Recovery/Capacity Fee. The City Administrator and the Director of Public Works are authorized to assign and allocate Sanitary Sewer Capacity controlled by the City upon the payment of the sum of per equivalent residential unit (ERU) to the City for sanitary sewer located within the City limits and allocated to the City. No permits for development shall be issued until the Infrastructure Recovery/Capacity Fee is paid by the applicant or developer. The fee represents the actual per unit costs expended by the City in creating the infrastructure improvements and costs necessary to make the sewer capacity available. Applications for such capacity shall be processed in the order received.

This Ordinance shall be effective immediately upon its adoption by the Council. All other and further Ordinances and parts of Ordinances shall remain in full force and effect. If any portion of this Ordinance is determined by a Court of competent jurisdiction to be invalid or unenforceable, the rest and remainder of this Ordinance shall continue in full force and effect.

SO ORDAINED, this _____ day of March, 2025.

Richard E. Roquemore, Mayor

Taylor J. Sisk, Council Member

Robert L. Vogel, III Council Member

Jamie L. Bradley, Council Member

Joshua Rowan, Council Member

ATTEST:

Brooke Haney, City Clerk



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

- FM: Michael Parks City Administrator
- DATE: March 13, 2025

PURPOSE: To amend the City Charter Section 5.16, revising the terms of office for Mayor and Council.

BACKGROUND: Commencing with the election after the start of the term of Council beginning January 1, 2026, and thereafter, no Council member elected or qualified for three consecutive terms shall be eligible for the next succeeding term based upon previous elective service.

Commencing with the election after the start of the term of Council beginning January 1, 2026, and thereafter, no Mayor elected or qualified for three consecutive terms shall be eligible for the next succeeding term based upon previous elective service. The limitation of two consecutive terms shall not overlap or run concurrent between being a Council member position and a Mayor as the term limit period is to the particular elected position and are not to be combined.

RECOMMENDATION: To approve the City Charter Section 5.16 as presented by staff.

FUNDING: N/A

ORDINANCE NO. 25-003

AN ORDINANCE TO AMEND THE CITY OF AUBURN CHARTER SECTION 5.16 TERMS OF OFFICE

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

WHEREAS, the City has reviewed its Charter provisions relating to the election and service of the Mayor and City Council members and determined that it is in the best interest of the health, safety and welfare of the citizens of the City to revise the terms of office for which the Mayor and City Council members may be elected;

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

1.

The following Section 5.16--Terms of Office is adopted as follows:

Section 5.16 Terms of Office

Commencing with the election after the start of the term of Council beginning January 1, 2026, and thereafter, no Council member elected or qualified for three consecutive terms shall be eligible for the next succeeding term based upon previous elective service.

Commencing with the election after the start of the term of Council beginning January 1, 2026 and thereafter, no Mayor elected or qualified for three consecutive terms shall be eligible for the next succeeding term based upon previous elective service. The limitation of two consecutive terms shall not overlap or run concurrent between being a Council member position and a Mayor as the term limit period is to the particular elected position and are not to be combined.

2.

In the event any Court of competent jurisdiction determines that any of the foregoing amendments are unconstitutional or otherwise illegal, such rulings shall not impair the validity of the rest and remainder of this Charter.

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

4.

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

5.

This Amendment shall be effective commencing with the election after the start of the Council term beginning January 1, 2026.

IT IS SO ORDAINED this _____ day of ______, 2025.

Richard E. Roquemore, Mayor

Robert L. Vogel, III, Council Member

Jamie L. Bradley, Council Member

Taylor J. Sisk, Council Member

Joshua Rowan, Council Member

ATTEST:

Brooke Haney, City Clerk



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:** March 13, 2025

PURPOSE: RZ-24-0000

BACKGROUND:

The following three final plats have been reviewed and determined to be in compliance with <u>Sec. 16.20.070 – Approval of Final Subdivision Plat</u>. As such, they are ready to be signed by the mayor.

- 1. FP-2001 Schmit + Associates requests consideration of final plat approval for Harmony Phase 2C for the development of 14 single-family lots in a CCD: City Center District.
 - a. The Planning & Zoning Commission voted to recommend approval of this item.
- 2. FP-2002 Clayton Properties Group, Inc. d.b.a. Chafin Land Development & Hill Shop Road, LLC, requests consideration of final plat approval for Kentmere Subdivision for the development of 386 single-family lots in a PSV: Planned Suburban Village district.
 - a. The Planning & Zoning Commission voted to recommend approval of this item.
- 3. FP-2003 Clayton Properties Group, Inc. d.b.a. Chafin Land Development, requests consideration of final plat approval for Summerlin Subdivision Phase One for the development of 116 single-family lots in a PSV: Planned Suburban Village district.
- 4. The Planning & Zoning Commission voted to recommend approval of this item.

PLATS WERE PROVIDED ON FEBRUARY 27, 2025 AGENDA PACKET



CITY ADMINISTRATOR Michael E. Parks CITY COUNCIL Robert L. Vogel III Taylor J. Sisk Jamie L. Bradley Joshua Rowan

AGENDA ITEM: 3

- **TO:** Mayor and Council
- FROM: Sarah McQuade City Planner
- **DATE:** March 7, 2025
- **PURPOSE:** Proposed amendment to the City's Zoning Ordinance, Section 17.90.140, PUD: Planned Unit Development District

BACKGROUND: At the request of the Mayor and City Council of Auburn, a series of amendments have been proposed to the text of City of Auburn Zoning Ordinance, Section <u>17.90.140</u>, which governs the PUD: Planned unit development district. The text amendments proposed to alter the content of all subsections and create new ones as indicated below.

The contents of the proposed amendment and restructuring of Sec. 17.90.140 are summarized below:

- A. *Intent* Reduce the scope of the PUD from large-scale, innovative, mixed-use development to strictly residential land uses compatible with existing development patterns.
- B. *Purpose* Provides for flexible arrangements of residences, open spaces, and amenities in a master-planned fashion.
- C. *Establishment of a PUD district* PUD sites shall be compatible with the surrounding area, with room for exceptions from size, setback, frontage, density, and other use standards.
- D. *Minimum Standards and Requirements* Increase minimum overall residential density from 2.2 dwelling units per acre (du/acre) up to 3.0 du/acre. Reduce the minimum contiguous area for a PUD from 50 acres down to 10 acres. More specific requirements previously housed here have been relocated.
- E. *Permitted Uses* Expand upon this section by providing explicitly permitted residential land use types including: single-family detached, single-family attached, and two-family (duplexes).

- F. *Required Reports and Plans* Provide additional and more specific information on what's required for a PUD submittal. New conceptual plan requirements at this stage include building setbacks, minimum lot dimensions, and an architectural pattern guide.
- G. *Exterior architectural standards for single-family residences* New content that governs exterior finish materials, architectural requirements, façade variations, building dimension, garages, driveways, and more. These standards are intended to promote development consistency and aesthetics.
- H. *Resident Amenities* Fresh requirements for PUDs directly correlate resident amenity requirements to development size. Amenity types, including swimming pools, dog parks, and pickleball courts, have been assigned point values that count towards a given minimum amenity score.
- I. *Landscaping and Buffer Requirements* Ensures PUD development and abutting residential sites are buffered appropriately from one another, without disturbing existing Code requirements.
- J. *Conformity with Submitted Application Materials* The development shall be in accordance with PUD approval.
- K. *Amendments to Approved Planned Unit Developments* Minor and major amendments to approved PUDs are clearly defined, along with procedures for said amendments.

STAFF RECOMMENDATION: To approve the proposed amendment as presented.

FUNDING: N/A

ORDINANCE NO. _25-004____ AN ORDINANCE TO AMEND THE CITY OF AUBURN CODE OF ORDINANCES PUD PLANNED UNIT DEVELOPMENT DISTRICT SECTION 17.90.140

WHEREAS, the City has adopted a comprehensive Zoning Ordinance including Use Provisions for a number of zoning districts and classifications intended to create a beneficial mix of housing types and price points; and

WHEREAS, the City's elected officials, Planning Commission and staff have undertaken a comprehensive review of the exiting Planned Unit Development District provisions; and

WHEREAS, the Planning Commission and Mayor and Council have conducted public hearings to satisfy the requirements of State law for the advertising, comment, and adoption of this Ordinance amendment;

WHEREAS, the City's professional staff has recommended the approval of this Amendment; and

WHEREAS, the Mayor and City Council find and conclude that the revisions outlined in this Ordinance promote sound planning practices consistent with the policies and intent of the City's Comprehensive Plan and Zoning Ordinance;

WHEREAS, the Mayor and City Council find and conclude that it is in the best interest of the health, safety and welfare of the citizens of the City to adopt the following amendment to the Planned Unit Development district requirements; and

NOW THEREFORE, THE COUNCIL OF THE CITY OF AUBURN HEREBY ORDAINS that the City Code Section 17.90.140 be and is deleted, and the amended and restated Section 17.90.140 PUD Planned Unit Development District attached hereto as Exhibit "A" is approved and adopted.

The City Administrator and City Clerk are further authorized to correct typographical errors in the text of this Ordinance and the existing City Code and to produce and publish a final codified version of the City Code with the amendments and revisions outlined herein. In the event any Court of competent jurisdiction determines that any portion of the foregoing amendment is invalid, unconstitutional, or otherwise illegal, such rulings shall not impair the validity of the rest and remainder of this amendment.

This Ordinance shall be effective immediately upon its adoption.

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

SO ORDAINED this <u>day of March</u>, 2025.

Richard E. Roquemore, Mayor

Robert L. Vogel, III, Council Member

Jamie L. Bradley, Council Member

Taylor J. Sisk, Council Member

Joshua Rowan, Council Member

ATTEST:

Brooke Haney, City Clerk

17.90.140 PUD planned unit development district.

- A. *Intent.* The intent of a planned unit development is to foster innovative developments that provide an innovative mix of residential land uses and development patterns which complement the existing fabric of Auburn, provide new development compatible with existing developments and patterns, and are supportive of the comprehensive plan.
- B. *Purpose.* This district encourages flexible placement, arrangement and orientation of residential structures, active open spaces, and resident-focused amenities. A planned unit development enables unique land development that may be constrained in other established zoning districts through careful site master planning.
- C. *Establishment of a PUD district*. An area may be considered for rezoning to PUD if any one of the following conditions exists:
 - 1. The characteristics of the specific concept plan and uses proposed for the subject property would only be compatible with the surrounding area if the development were limited to those plans and uses as submitted;
 - 2. Separate land uses, which would not otherwise be permitted to locate within the same zoning district, are proposed for development on one or more adjacent parcels under single ownership;
 - 3. Exceptions or variation from the size, setback, frontage, density, uses or other standards which are required in the conventional zoning districts are being proposed as a part of a planned development.
- D. *Minimum Standards and Requirements*. All proposed PUD planned unit development district applications shall conform to all of the following requirements:
 - 1. The maximum density shall not exceed three (3.0) dwelling units per gross acre.
 - 2. The site shall abut public streets for a distance of at least one hundred (100) linear feet.
 - 3. A registered engineer, architect, land surveyor or landscape architect shall prepare the plans required for inclusion in an application. The plans shall have their official registration seal.
 - 4. Sidewalks shall be required along both sides of all streets within a PUD. The construction standard of the required sidewalks are given in the city development regulations; however, the minimum width of all sidewalk along streets shall be five (5.0) feet.
 - 6. The site proposed for a PUD classification shall have a contiguous area of not less than ten (10) acres.
- E. Permitted Uses.
 - 1. Any use allowable inherently in a conventional zoning district in this title may be proposed for inclusion in a PUD planned unit development district. Each proposed use should be consistent in application with the intent and purpose of the conventional zoning districts in which it is allowed. Only the specific uses proposed in an application and approved shall be allowed in the district. Any addition of uses, change of plans, or increase in size or density shall require a separate amendment to the original approved PUD planned unit development district and shall follow the same administrative process as any other amendment. Initial approval of a PUD planned unit development carry any requirement to be approved by the city council for revision to the plan. Unless otherwise stated in this section, the development standards and land uses which are presented with an application for amendment shall, if approved, become the standards for the subject property and as such shall become a part of these zoning regulations.
 - 2. A PUD shall provide primarily single-family residential land uses. Where appropriate, a mixture of single-<u>and two-</u>family and multi-family-residential land uses, as provided below, may be incorporated into a single PUD project.

- a. Residential; single-family detached.
- b. Residential; single-family attached (town houses).

b.c. Residential; two-family (duplexes),

c. Residential; multi-family (apartment homes).

- F. *Required Reports and Plans*. At the time a site is designated as a PUD district, the enumerated uses of the zoning district of origin shall be replaced by the contents of the approved PUD. Every application for PUD district zoning shall include all the elements as provided in this subsection. No application for rezoning to the PUD district shall be deemed complete or scheduled for hearing until all required elements are included.
 - 1. Letter of Intent. A letter of intent also known as a narrative statement, shall be provided which conveys the following:
 - a. General description and location of the site;
 - b. The physical and socio-economic reasons as to why the uses proposed in the planned development would provide a better overall use of this property over the current zoning;
 - c. The proposed provision of utilities, including water, sewer, and drainage facilities;
 - d. The proposed methods for protection and buffering of abutting properties;
 - e. The proposed number of residential units and overall residential density (dwelling units per acre);
 - f. The area of land, expressed to the nearest square foot and as a percentage of the overall site, to be set aside as common open space or recreational areas. Areas of the site contained within overhead power easements or stormwater detention ponds shall not count towards these calculations, and cannot be considered as common open space or recreation areas;
 - g. The proposed maintenance and ownership agreements for any streets and common open spaces not proposed for dedication to the city;
 - h. The proposed restrictions on the use of the property and proposed restrictive covenants;
 - i. The proposed minimum building setbacks for front, side, and rear yards, and the proposed minimum lot size and lot width for each proposed land use, expressed to the nearest square foot;
 - j. The proposed minimum lot size and lot width for each proposed land use, expressed to the nearest square foot;
 - k. The names and mailing addresses of all adjoining property owners;
 - I. An architectural pattern guide demonstrating proposed building materials, features, exterior finishes, windows, doors, colors, and other items affecting exterior appearance, such as fencing. The guide shall include renderings, elevations, and floor plans of proposed buildings; and
 - m. Additional relevant data as may be required by the planning commission or the city council.
 - 2. Concept Plan. A detailed conceptual plan prepared by a registered engineer, architect, land surveyor or landscape architect shall be required for all applications to rezone to the PUD district. The required concept plan shall include the following information:
 - a. A survey of the entirety of the subject property, conducted no greater than twenty (20) years prior to the date of PUD district application completeness. The survey shall depict all property dimensions with metes and bounds, site acreage, a scale, north arrow and tie in point to a known location (road intersection/land lot corner, etc.). Additionally, the survey shall provide, for all adjoining properties, the property owner name(s), tax parcel number, and zoning designation;
 - b. Site topography with contour intervals no greater than two (2) feet;

- c. Lakes, ponds, streams, creeks, floodplains, and other waterways. The source(s) of floodplain data shall also be provided;
- d. The proposed subdivision of the site, with precise lot lines, building setbacks, and a lot data table which provides, at a minimum, the area (expressed to the nearest square foot), width and land use of each proposed lot.
- e. The proposed internal access network, consisting of streets, alleyways, trails, sidewalks, and other mediums, how ingress and egress to the site will be provided, proposed emergency access points, off-street parking areas and quantities, and road names, and;
- f. Stormwater management areas;
- 3. Administrative Review. of the above identified requirements of the written report and concept plan, as well as any other requirements of this title, shall be met before the planned development rezoning request is presented to the planning commission for its review and recommendation. Specific requirements of the administrative review process are as follows:
 - a. The city planner or his designee shall be responsible for reviewing the written report and concept plan, and verifying the completeness of the application; prior to the application being placed upon the planning commission agenda;
 - b. The city planner shall periodically prepare, post and distribute a timetable for his review and verification of the required exhibits;
 - c. Neither the planning commission, city planner/engineer, nor any other appointed official shall possess the authority to waive any of the written report or concept plan requirements;
 - d. An applicant for a rezoning to PUD planned unit development district, may present a written request to the city council to waive individual requirements of the written report or concept plan; however, a separate request must be submitted for each requested waiver, and must include a specific and valid reason as to why the waiver is necessary; economic hardship shall not constitute or be considered as a valid reason for a waiver request.
- G. <u>Exterior architectural sS</u>tandards for single-family residences. All attached and detached single-family residences constructed within a PUD shall be subject the standards contained herein. These standards serve to promote consistency and aesthetically pleasing residential development within the City.
 - 1. Exterior finish materials.
 - a. No less than fifty percent (50%) of the front façade of each residence shall consist of masonry, brick, stone, wood, or cementitious fiberboard.
 - b. The façades of each individual residence, except for the front façade, shall be constructed with water tables of masonry, brick, or stone which extend no less than 24 inches vertically from the ground below. Each water table shall extend the entire width of the façade.
 - c. The use of vinyl, aluminum, plastic, and bare metal for exterior siding shall be prohibited.
 - 2. Architectural requirements.
 - a. All single-family residences shall be constructed with a porch, deck, or patio measuring no less than 36 square feet in area.
 - b. Architectural projections shall be incorporated to prevent monotonous appearances.
 - 3. Façade variations.
 - a. Changes in masonry color or other façade materials are required,
 - b. Changes in window placement and/or composition are required.

- 4. Building dimensions.
 - a. The minimum heated floor area of a residence shall be consistent with the formally adopted standards of a given PUD. The minimum heated floor area shall at a minimum be 1,8002,000 square feet for single-story dwellings and 2,2002,400 square feet for two-story dwellings.
 - b. No residence shall exceed 35 feet in height. This is not inclusive of basements or subterranean construction.
 - c. Detached residential units shall measure no less than 24-32 feet in width.
 - d. Attached residential units (town houses) shall measure no less than 20-26 feet in width.
 - e. Buildings containing town houses shall contain a maximum of 6 residential units.
- 5. Garages.
 - a. All detached and attached residential units shall be constructed with a garage with a footprint of no less than 200 square feet. The garage shall be contained within the residence it serves, or be connected to the subject residence by a covered breezeway no less than four (4) feet in width.
 - b. The total width of garage doors on the front façade of a detached residence shall not exceed forty-five percent (45%).
 - c. The total width of garage doors on the front façade of an attached residence shall not exceed fifty-five percent (55%).
 - d. The requirements herein shall not apply to residences with garage doors at the rear façade, also known as "rear-loaded" residences.
- 6. Driveway design.
 - a. Driveways which are partially or wholly located in the front yard of the residence they serve shall measure no less than 22 feet in length, measured from the front property line to the front of the garage door, or where the driveway otherwise terminates.
 - b. No driveway shall have an overall slope greater than twelve percent (12%).
 - c. The requirements herein shall not apply to residences with garage doors at the rear façade, also known as "rear-loaded" residences.
- 7. Lot area.
 - a. A lot which hosts a detached residence shall measure no less than 5,0007,500 square feet in area.
 - b. A lot which hosts an attached residence that has a rear-loaded garage shall measure no less than 2,000 square feet in area.
 - c. A lot which hosts an attached residence without a rear-loaded garage shall measure no less than 3,000 square feet in area.
- H. *Resident Amenities.* PUD districts shall provide their residents with common amenities which are proportional to their sizes and densities. Residential amenities positively impact the people they serve and generally improve quality of life. Complete construction and installation of all approved resident amenities shall be completed before certificates of occupancy have been issued for fifty percent (50.0%) of the approved residential units.
 - 1. Amenity types. Acceptable resident amenities are provided below; additionally, each amenity type is assigned a score.
 - a. Amphitheater, greater than 1,000 square feet (one point).

- b. Amphitheater, greater than 2,500 square feet (two points).
- c. Basketball courts, regulation size (two points).
- d. Children's active play area, greater than 1,000 square feet (one point).
- e. Children's active play area, greater than 5,000 square feet (two points).
- f. Clubhouse, less than 3,000 square feet in heated floor area (two points).
- g. Clubhouse, greater than or equal to 3,000 square feet in heated floor area (three points).
- h. Community garden, less than 1,800 square feet (one point).
- i. Community garden, greater than or equal to 1,800 square feet (one points).
- j. Dog park, greater than or equal to 30,000 square feet (one point).
- k. Gazebo, greater than 100 square feet (one point).
- I. Pickleball courts, regulation size (two points).
- m. Swimming pool, less than 1,800 square feet of submerged area (two points). Must be accompanied by the construction of a clubhouse.
- n. Swimming pool, greater than or equal to 1,800 square feet of submerged area (three points). Must be accompanied by the construction of a clubhouse.
- o. Tennis courts, regulation size (two points).
- p. Wading/"kiddie" pool, greater than 500 square feet of submerged area (one point).
- 2. Repeated Amenities. No PUD development approved for fewer than 110 residences may earn points for installing more than one (1) of the same amenity as provided herein. PUD developments containing a minimum of 110 residences may install several instances of any given amenity to earn points, provided that the following conditions are met.
 - a. No greater than two (2) instances of the same amenity type may be installed for the purpose of earning points if the development is approved for fewer than 170 residential units.
 - b. No greater than three (3) instances of the same amenity type may be installed for the purpose of earning points if the development is approved for a minimum of 170 residential units.
 - c. Amenities of the same type shall not be placed within 1,000 feet of each other, measured by the shortest linear distance separating them, for the purpose of earning points.
 - d. The amenity type is not a gazebo, dog park, nor a wading/"kiddie" pool.
- 3. Amenity Score. The amenity requirements for a PUD district are dictated by the dwelling county and overall residential density. The table below provides the minimum number of points ("score") needed based on those factors.

Overall Residential Density	Dwelling Count	Minimum Required Amenity Score (points)
Less than 2.00 dwelling units per acre.	Fewer than 20 units	1
	20 to 49 units	2
	50 to 109 units	3
	110 to 169 units	5
	170 to 249 units	8

a.

	Greater than 249 units	11
Greater than or equal to 2.00 units per acre.	Fewer than 20 units	1
	20 to 49 units	2
	50 to 109 units	4
	110 to 169 units	7
	170 to 249 units	10
	Greater than 249 units	13

- I. Landscaping and Buffer Requirements. All PUD districts shall be appropriately buffered from adjacent properties and land uses as provided herein. <u>The buffer shall remain natural and undisturbed</u>, with no intrusions unless specifically authorized by conditions of zoning, special use, or variance approval. <u>The buffer shall retain the existing trees and vegetation and may be supplemented with additional plantings to screen activities</u>, structures, and uses on the property from view. No part of this subsection shall be construed as to provide an exemption from any ordinance or regulation which pertains to landscaping, buffering, screening, or trees.
 - If a PUD district abuts an R-100 district, and is approved for the development of multi-family dwellings (apartment houses), duplexes, or other_single-family attached dwellings, a buffer no less than fifty (50) in depth shall be required. This buffer shall be installed directly onto the PUD property and extend the entire width of the abutting R-100 district boundaries in a parallel form.
 - 2. If a PUD district abuts a PSV, RM-D, or RM-8 district, and is approved for the development of <u>multi-family</u> dwellings (apartment houses), duplexes, or <u>other-single-family</u> attached dwellings, a buffer no less than twenty-five (25) in depth shall be required. This buffer shall be installed directly onto the PUD property and extend the entire width of the abutting PSV, RM-D, or RM-8 district boundaries in a parallel form.
 - 3. In developments which are not approved for multi-family dwelling construction, sStreet trees shall be required at a rate of no less than one (1) tree per each residential unit in the development. All rights-of-way within the development shall be located within 500 feet of a street tree. Street trees shall measure of no less than ten (10) feet from each other measured at the time of planting. A variety of tree species shall be provided; no greater than thirty percent (30%) of street trees shall be of one single species. All street trees shall be of an acceptable species as established by City development regulations.
- J. *Conformity with Submitted Application Materials.* All development within a PUD district is concept plan specific and must be conducted in accordance with the approved concept plan. The passage of time shall have no bearing on the validity of a PUD district and the enforceability of the approved concept plan.
 - 1. All further development on the property shall conform to the standards adopted for the district, regardless of any change in ownership.
 - 2. The violation of any provision of zoning conditions, as submitted and approved under the provisions in this title, shall constitute a violation of these regulations.
- K. Amendments to Approved Planned Unit Developments. Amendments to the concept plan, land use, layout, density, or other aspects of an approved PUD shall be proposed to the city planner/engineer prior to formal consideration. Minor amendments to an approved PUD are limited to increases in lot sizes, decreases in overall residential density, decrease in total residential lot count, and minor street layout modifications that would not affect adjacent properties. Any amendment to an approved PUD that is not considered minor, as provided herein, shall constitute a major amendment.
 - 1. The city planner/engineer is authorized to approve minor amendments to a PUD, without the approval of the city council.

2. Major amendments to an approved PUD shall be approved by the city council. Any applicant for major amendments to a PUD shall initiate a rezoning application for the subject property, so that it may be rezoned from the current PUD to the proposed amended PUD. If the rezoning application is approved, the PUD zoning shall change to that which was approved.



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:** March 13, 2025

PURPOSE: RZ-24-0000

BACKGROUND:

MBC Developers, LLC c/o Andersen Tate & Carr has submitted a request to rezone 100 Lyle Road (AU11 148) and 0 Main Street (AU11 031B), a combined 57.917± acres, from AG – Agricultural district to PUD – Planned Unit Development district for the purpose of developing the property with a 188-lot single-family detached subdivision.

At their regularly scheduled meeting on February 19, 2025, the Planning & Zoning Commission voted to table this item to the March 19th, 2025, Planning & Zoning meeting.

The item was advertised to be heard at the March 13, 2025 Mayor and Council meeting for final decision, though as no recommendation has been provided by the Planning & Zoning Commission it is staff recommendation that Mayor & Council table this item to the April 10 Business Meeting.

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: Michael Parks, City Administrator
- **DATE:** March 13, 2024

PURPOSE: Harmony Grove Cemetery Donation

BACKGROUND: Harmony Grove Cemetery is located at the end of Parks Mill Rd. and Harmony Grove Church Rd. The cemetery is part of a church that is facing financial difficulties and has offered to donate the cemetery to the city. The cemetery carries a historical value to the City of Auburn due to the many generational early Auburn citizens buried there. There is also a person involved with the Perry-Rainey College in that location. Jack has completed research and has obtained the documentation necessary for the donation to occur. There are open lots available for sale that will be handled through the city. The church has asked that we maintain the name of Harmony Grove Cemetery – City of Auburn for historical purposes.

RECOMMENDATION: To approve the donation of the Harmony Grove Cemetery to the City of Auburn.

FUNDING: N/A

ATTACHMENTS: See attached

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

Barrow County Tax Parcel AU008 002

STATE OF GEORGIA COUNTY OF BARROW

LIMITED WARRANTY DEED

THIS INDENTURE, made the <u>L</u> day of <u>Februar</u>, in the year Two Thousand Twenty-Five, between

BARROW COMMUNITY CHURCH, INC. a Georgia non-profit corporation, and a church in the South East District of the North Georgia Conference of the United Methodist Church

an individual, as party or parties of the first part, hereinafter called Grantor, and

THE CITY OF AUBURN, GEORGIA, a Georgia Municipal Corporation

as party or parties of the second part, hereinafter called Grantee, (the words "Grantors" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

That Grantor(s), hereby have granted and conveyed the real property described herein as a gift to Grantee, after having bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, all that tract or parcel of land described on Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE.

AND Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons or entities claiming by, through or under Grantor.

Grantor also hereby expressly reserves for Grantor and Grantor's members, successors, agents, or representatives, a non-exclusive permanent express easement for access to the cemetery or for ingress and egress across or over and upon the cemetery and real property conveyed herein to Grantee and more particularly described in attached Exhibit A. This easement does not give or allow the Grantor to retain any ownership of the real property described in attached Exhibit A.

The purpose of this easement is for Grantor, its members, successors, agents or representatives to access the cemetery, via pedestrian or vehicular access at all times from all existing driveways and roadways leading to the cemetery site from the Grantor's adjacent real property, or for Grantor, its members, successors, agents or representatives to access Grantor's adjacent real property.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered this day of Febrary, 2025 in the presence of:

Unofficial Witness

Notary Public My Commission



GRANTOR:

BARROW COMMUNITY CHURCH, INC. a Georgia non-profit corporation, and a church in the South East District of the North Georgia Conference of the United Methodist Church

By: SEAL)

Rhonda McCollum, CEO

GRANTOR:

BARROW COMMUNITY CHURCH, INC. a Georgia non-profit corporation, and a church in the South East District of the North Georgia Conference of the United Methodist Church

By: (SEAL) KENNETH BECK, SECRETARY

Signed, sealed and delivered this **A** day of **Feb (uary**, 2025 in the presence of:

Ceal In.

Unofficial Witness

This Transfer is Approved by:

District Superintendent of the South East District of the North Georgia Conference of the United Methodist Church

By: (SEAL)

Beth Sanders

Shawards hinde Or Notary Public

Notary Public My Commission Expires:



EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in G.M.D. 1740, Barrow County, Georgia, containing 2.83 acres, more or less, and being shown on that certain survey entitled "Survey For Harmony Grove United Methodist Church", prepared by Christopher E. Moore & Associates, Inc., Georgia Registered Land Surveyor No. 2828, dated June 20, 2020, and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence at a point located at the intersection of the northwesterly right-of-way line of Harmony Grove Church Road (having a 60-foot right-ofway) with the southwesterly right-of-way line of Blackstock Road; run thence along said northwesterly right-of-way line of Harmony Grove Church Road in a southwesterly direction a distance of 996.0 feet to a point marked by an iron pin set, said point being the TRUE POINT OF BEGINNING; from said TRUE POINT OF BEGINNING, continue thence along said rightof-way line of Harmony Grove Church Road and following the arc of a curve to the right an arc distance of 151.43 feet to a point (said arc having a radius of 3,111.99 feet and being subtended by a chord bearing South 45 degrees 41 minutes 36 seconds West a distance of 151.41 feet); continue thence along said right-of-way line and following the arc of a curve to the right an arc distance of 207.72 feet to a point marked by an iron pin set (said arc having a radius of 2,300.46 feet and being subtended by a chord bearing South 49 degrees 46 minutes 02 seconds West a distance of 207.65 feet); thence leaving said right-of-way line, run North 35 degrees 03 minutes 09 seconds West a distance of 121.56 feet to a point marked by an iron pin set; run thence along the arc of a curve to right an arc distance of 129.16 feet to a point (said arc having a radius of 255.97 feet and being subtended by a chord bearing North 11 degrees 34 minutes 26 seconds West a distance of 127.79 feet); run thence along the arc of a curve to the right an arc distance of 201.71 feet to a point marked by an iron pin set (said arc having a radius of 413.32 feet and being subtended by a chord bearing North 18 degrees 24 minutes 05 seconds East a distance of 199.71 feet); run thence South 55 degrees 14 minutes 28 seconds East a distance of 16.31 feet to a point marked by an iron pin set; run thence along the arc of a curve to the right an arc distance of 132.19 feet to a point marked by an iron pin set (said arc having a radius of 209.81 feet and being subtended by a chord bearing North 53 degrees 45 minutes 53 seconds East a distance of 130.01 feet); run thence along the arc of a curve to the right an arc distance of 56.37 feet to a point marked by an iron pin set (said arc having a radius of 332.02 feet and being subtended by a chord bearing North 82 degrees 46 minutes 31 seconds East a distance of 56.30 feet); run thence along the arc of a curve to the right having an arc distance of 69.21 feet to a point marked by an iron pin set (said arc having a radius of 133.34 feet and being subtended by a chord bearing South 78 degrees 32 minutes 09 seconds East a distance of 68.43 feet); run thence South 36 degrees 07 minutes 55 seconds East a distance of 32.07 feet to a point marked by an iron pin set; run thence South 38 degrees 10 minutes 28 seconds East a distance of 33.42 feet to a point marked by an iron pin set; run thence South 29 degrees 10 minutes 39 seconds East a distance of 46.71 feet to a point marked by an iron pin set; run thence South 24 degrees 56 minutes 44 seconds East a distance of 18.60 feet to a point marked by an iron pin set; run thence along the arc of a curve to the right an arc distance of 22.69 feet to a point marked by an iron pin set (said arc having a

radius of 48.13 feet and being subtended by a chord bearing South 04 degrees 29 minutes 10 seconds East a distance of 22.48 feet); run thence along the arc of a curve to the left an arc distance of 104.24 feet to a point marked by an iron pin set, said point being the TRUE POINT OF BEGINNING (said arc having a radius of 489.32 feet and being subtended by a chord bearing South 07 degrees 38 minutes 52 seconds West a distance of 104.04 feet).

Upon recording return to: Robert Jackson Wilson, PC 295 S. Culver Street, Suite C Lawrenceville, GA 30046

Barrow County Tax Parcel AU008 002

STATE OF GEORGIA

COUNTY OF BARROW

EASEMENT FOR INGRESS AND EGRESS

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), in hand paid by **BARROW COMMUNITY CHURCH, INC.**, a Georgia nonprofit corporation, and a church in the South East District of the North Georgia Conference of the United Methodist Church (hereinafter called "Grantor"), and **CITY OF AUBURN**, **GEORGIA**, a Georgia municipal corporation (hereinafter called "Grantee"), for Grantor and for Grantor's successors, and assigns, does hereby grant to said Grantee, its successors and assigns a permanent easement, which may be assigned in whole or in part and has been maintained by the Grantor for their use and shall not be changed without their written approval, nor shall the use by "Grantee" hinder, obstruct, or prohibit their use whatsoever. This easement shall be non-exclusive and does not give any right of ownership or of taking any ownership of any property, hereinafter identified, for ingress and egress to provide access to a Cemetery. This easement shall be non-exclusive.

ALL THAT TRACT OR PARCEL OF LAND lying and being in G.M.D. 1740, Barrow County, Georgia, being shown on that certain survey entitled "Survey For Harmony Grove United Methodist Church of Auburn, Inc." prepared by Lloyd C. McNally, Jr, Georgia Registered Land Surveyor No. 2040, dated December 30, 2014, last revised December 12, 2017, said plat being incorporated herein by reference for a complete description thereof.

The purpose of this easement is to grant the City, its employees, officers, agents, invitees and the users and contractors necessary to operate the cemetery, pedestrian and vehicular access to the cemetery at all times from all existing driveways and roadways leading to the cemetery site over the Grantee's adjacent property.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal and

delivered this document the ______ day of ______

Signed, sealed and delivered this <u>A</u> day of <u>Perform</u>, 2025 in the presence of:

Tehn Unofficial Witnes

111111111 Notary Public My Commission

GRANTOR:

2025.

BARROW COMMUNITY CHURCH, INC. a Georgia non-profit corporation, and a church in the South East District of the North Georgia Conference of the United Methodist Church

By: (SEAL) Rhonda McCollum, CEO

GRANTOR:

BARROW COMMUNITY CHURCH, INC. a Georgia non-profit corporation, and a church in the South East District of the North Georgia Conference of the United Methodist Church

By: (SEAL) KENNETH BECK, SECRETARY

Signed, sealed and delivered this day of <u>February</u>, 2025 in the presence of:

Ceal

Unofficial Witness

Showanda hirale John

Notary Public My Commission Expires: 5/11/24

This Transfer is Approved by:

District Superintendent of the South East District of the North Georgia Conference of the United Methodist Church

By: (SEAL)

Beth Sanders

