

MAYOR Rick E. Roquemore

**CITY ADMINISTRATOR** Michael E. Parks CITY COUNCIL Robert L. Vogel III Taylor J. Sisk

Jamie L. Bradley Joshua Rowan

#### CITY OF AUBURN MAYOR and CITY COUNCIL Business Meeting for March 14, 2024 6:00 PM Council Chambers 1 Auburn Way Auburn, GA 30011

## **INVOCATION**

## PLEDGE

## **NEW BUSINESS**

- 1. Citizen Comments on Agenda Items
- 2. Consent Agenda
  - a. Council Business Meeting Minutes- February 1, 2024
  - b. Council Workshop Meeting Minutes- February 15, 2024
  - c. Council Workshop Meeting Minutes- February 22, 2024
  - d. Statewide Mutual Aid and Assistance Agreement
  - e. Rock Creek Intake/Contract
- 3. Harmony 2A Final Plat Approval- Sarah McQuade
- 4. Harmony 2B Final Plat Approval- Sarah McQuade
- 5. Safe Digging Month April 2024- Iris Akridge
- 6. Auburn Library Week Proclamation- Bel Outwater
- 7. Ordinance to Amend Charter 3.17- Jack Wilson
- 8. Citizen Comments

Executive Sesson- Pending Litigation, Personnel Matters

## ADJOURNMENT

MAYOR Richard E. Roquemore

**CITY CLERK** 

Joyce Brown

**CITY OF AUBURN MAYOR and CITY COUNCIL BUSINESS MEETING in Council Chambers** 1361 Fourth Avenue, Auburn, GA 30011 For **February 1, 2024** 

**City Council** Robert L. Vogel, III Taylor Sisk Jamie L. Bradley Josh Rowan

# 6:00 PM

Present:	Mayor :	<b>Richard Roquemore</b>
	Council Member:	Josh Rowan
	Council Member:	Bob Vogel
	Council Member:	Taylor Sisk
	Council Member:	Jamie Bradley

City Staff in Attendance: City Administrator Michael Parks, Joyce Brown, Iris Akridge, Staci

Also in Attendance: Bel Outwater with Auburn Public Library

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

Mayor Roquemore gave the invocation.

Mayor Roquemore led the pledge to the flag.

#### **Council Reports and Announcements**

Mayor Roquemore asked for any Council Reports and Announcements.

None were given.

Waters, Jack Wilson.

#### **NEW BUSINESS**

#### Item: **Citizen Comments on Agenda Items**

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

None were given.

Item: Consent Agenda

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

None were given.

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

- a. January 4, 2024 Council Business Meeting Minutes
- b. January 18, 2024 Council Workshop Meeting Minutes

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

Seconded: By Council Member Bradley.

Mayor Roquemore asked for any discussion. There was none.

Vote was taken with all members present voting yes.

#### **VOTING ITEMS**

## Item: Ordinance to amend the City Charter – Section 2.19 (a) regarding the meeting dates of the Mayor and Council

#### Attorney Jack Wilson presented.

**Mayor Roquemore** asked for a motion to approve Ordinance #24-002 to amend the City Charter – Section 2.19 (a) regarding the meeting dates of the Mayor and Council as presented.

Motion: Made by **Council Member Vogel** to approve Ordinance #24-002 to amend the City Charter – Section 2.19 (a) regarding the meeting dates of the Mayor and Council as presented.

Seconded: By Council Member Sisk.

Mayor Roquemore asked for any discussion. There was none.

Vote was taken with all members present voting yes.

#### Item: Civility Pledge Resolution

**Mayor Roquemore** announced that he wanted to share the commendation that the City of Auburn received from the Georgia Municipal Association for participating in GMA's Civility program. GMA has encouraged all of the Cities in the State to participate in this program to promote civility in government activities and interactions. The Mayor stated that the City received this recognition at the Cities United Summit this week, and he wanted to let everyone know. Going forward, the Mayor believes it is important to continue and renew the City's commitment to professionalism and civility all across the City.

Mayor Roquemore asked Michael Parks to read the Civility pledge and the 9 Pillars of Civility.

**Michael Parks** presented the plaque that was given to the City at the Cities United Summit so that everyone present could see it. He read the Civility pledge and the 9 Pillars of Civility. Michael also let Mayor and Council know that there is a Resolution readopting the Civility Pledge to be voted on for approval.

**Mayor Roquemore** said with that, may I have a motion to approve Resolution #01-024 readopting the Civility Pledge that has been presented.

Motion: Made by **Council Member Sisk** to approve Resolution #01-024 readopting the Civility Pledge that has been presented.

Seconded: By Council Member Vogel.

Mayor Roquemore asked for any discussion. There was none.

Vote was taken with all members present voting yes.

#### Item: Citizen Comments

Mayor Roquemore asked for any citizen comments.

None were given.

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

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

Seconded: By Council Member Rowan.

Mayor Roquemore asked for any discussion. There was none.

Vote was taken with all members present voting yes. Meeting adjourned.

Respectfully submitted,

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

Attest:

Mayor Richard E. Roquemore



MAYOR Richard E. Roquemore

**CITY ADMINISTRATOR** Michael E. Parks **CITY COUNCIL** Robert L. Vogel, III Taylor Sisk Jamie L. Bradley Josh Rowan

#### CITY OF AUBURN CITY COUNCIL WORKSHOP MEETING February 15, 2024 6:00 PM Council Chambers 1361 Fourth Avenue Auburn, GA 30011

Mayor:Richard RoquemoreCouncil Member:Bob Vogel-AbsentCouncil Member:Taylor SiskCouncil Member:Jamie BradleyCouncil Member:Josh Rowan

City Staff in Attendance: Michael Parks, Chief Hodge, Joyce Brown, Staci Waters, Officer Roberts, Jack Wilson.

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

**Mayor Roquemore** acknowledged and welcomed Scout Troup #750 who were all in attendance for the meeting.

Mayor Roquemore said before we begin Chief Hodge would like to recognize one of his Officers.

Chief Hodge stated that he would like to take a few moments before the meeting to give recognition to Officer Roberts for saving a young lady's life. Chief asked Officer Roberts to come up to the podium. Chief said that he was visited on Monday by a young lady who wanted to tell him a story of how one of our Officers basically saved her life and changed her life. Chief read a synopsis of what happened and what Officer Roberts did. Chief stated he wanted to recognize Officer Roberts for the Superior Job he did that night in saving that person's life. Chief said on December 6, 2023 approximately 1953 hours, Officer Roberts responded to a problem unknown, to a threat of suicide. Basically, for whatever reason a young lady decided to take her own life as some way to escape the pain she was going through, and she did so by sticking a very large knife into her abdomen. Officer Roberts was first on the scene and ironically is the only Officer we have that is also a certified EMT. So those of you who do not believe in divine providence take it for what it is worth. **Officer Roberts** immediately addressed the situation by putting a quick clot into the wound. The wound was at least 5 to 6 inches deep. Chief asked Officer Roberts how wide he thought it was. Officer Roberts responded about 3 inches wide. Unknown to her she was bleeding profusely. Having not done what he did she would have lost her life. So, he was able to bind up the wound and make it safe, make the scene safe for EMS to then be called. It took them 3 to 5 minutes to get there. So, in that time there would have been a catastrophic result of this young lady's life had Officer Roberts not stepped in and done what he did. Thank you, Mayor & Council, for allowing me to tell this story and recognize **Officer Roberts** for the job that he did that night. Chief thanked **Officer Roberts.** Everyone clapped. Chief stated that there would be a letter of accommodation put in Officer Roberts personnel file. And Chief said no, it doesn't come with a raise. Everyone laughed.

#### WORK SESSION

#### Item: Citizen Comments on Agenda Items

**Mayor Roquemore** stated that they would like to move Citizen Comments to the end of the meeting so that citizens can have the benefit of hearing the presentations and discussion on these items. Mayor asked if there are any objections from Council.

Mayor Roquemore said, hearing none, we will have citizen comments at the end of the meeting.

#### Item: Commercial Vehicle Ordinance 17.100.050

#### Chief Hodge presented.

-for discussion only

#### Item: Statewide Mutual Aid and Assistance Agreement

#### Chief Hodge presented.

-placed on March 7, 2024 Council Business Agenda

#### Item: **Republic Services Michael Parks** presented.

-for discussion only

#### **ITEMS FOR VOTING**

Item: Ordinance #24-002 to amend the City Charter-Section 2.19 (a) regarding the meeting dates of the Mayor and City Council

Jack Wilson presented.

**Mayor Roquemore** asked for a motion to approve Ordinance #24-002 to amend the City Charter as presented.

Motion: Made by **Council Member Sisk** to approve Ordinance #24-002 to amend the City Charter as presented.

Seconded: By Council Member Bradley.

Mayor Roquemore asked for any discussion. There was none.

Vote was taken with all members present voting yes.

#### Item: Dewatering the RWSP PR15 MOU

#### Michael Parks presented.

**Mayor Roquemore** asked for a motion to approve Dewatering the RWSP PR15 MOU based on staff's recommendation.

Motion: Made by **Council Member Rowan** to approve Dewatering the RWSP PR15 MOU based on staff's recommendation.

Seconded: By Council Member Sisk.

Mayor Roquemore asked for any discussion. There was none.

Vote was taken with all members present voting yes.

#### Item: Citizen Comments on Agenda Items ( 3 Minutes Per Speaker)

Mayor Roquemore asked for any Citizen Comments on tonight's agenda items.

**Charles Sewell**, 287 Park Place, Auburn, Georgia 30011 commented on Agenda Item #2 Commercial Vehicle Ordinance 17.100.050. Mr. Sewell said that in the 1990's the Zoning Commission was asked to review the ordinance and modify. Stated that the Board Members did research: contacted various vending institutions, mortgage companies, banks, and realtors to find out the effects of commercial vehicles in residential areas. Almost unanimously, not just in the Atlanta area but throughout the state, so-called commercial vehicles bring down the value of the property. Aso, you find that there will be a proliferation of vehicles. Once a certain vehicle is allowed, more and more tend to come in, which clearly brings down the value of the home. Mr. Sewell gave an example of how one man's commercial vehicle raised the property value. He stated this is not valid reasoning. But at the time we limited vehicles to a maximum weight. An example of a dump truck with 2 axles could carry a tremendous amount of weight. A 2 ½ ton box truck could come in every night loaded. Not only from the weight but there is also the possibility of hazardous materials in that truck. It could be a danger to the neighborhood: leakage, explosion, fire, etc. Most subdivisions that were built in the 80's have sub-standard streets. They were never built to required standards and some of them, most of them, were adopted basically out of necessity. I know my subdivision.

Attorney, Jack Wilson, let Mayor and Council know that Mr. Sewell had been speaking for 3 minutes.

Mayor Roquemore told Mr. Sewell to go ahead and finish.

**Charles Sewell** responded that he would finish up. Mr. Sewell stated that rather than describing vehicles as commercial vehicles, set it by weight limits. He said set your limit by the size of the vehicle by weight limit and protect our streets. He said most of these streets have not been paved in years, they are still substandard. The defense is that they need their truck because they don't have a vehicle. If they don't have a vehicle, they can't get to any other job that does require them the truck either.

#### Item: Executive Session – Pending Litigation, Potential Litigation, and Personnel Matters

**Mayor Roquemore** stated that tonight we have a need for an executive session to discuss pending litigation, potential litigation, and personnel matters.

**Mayor Roquemore** asked for a motion to go into Executive Session as allowed under the Open Meetings Act.

Motion: Made by **Council Member Bradley** to go into Executive Session as allowed under the Open Meetings Act.

Seconded: By Council Member Rowan.

Mayor Roquemore asked for any discussion. There was none.

Vote was taken with all members present voting yes.

**Jack Wilson:** "During Executive Session the Council met to discuss pending litigation, potential litigation, and personnel matters. There were no votes taken and no evidence received in the Executive Session. The original affidavit and resolution have been signed and I will give them to the clerk to be included in the minutes.

ADJOURNMENT: Mayor Roquemore asked for a motion to adjourn.

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

Seconded: By Council Member Bradley.

Mayor Roquemore asked for any discussion. There was none.

Vote was taken with all members present voting yes. Meeting adjourned.

Respectfully submitted,

Joyce Brown, City Clerk

Read and approved this \_\_\_\_\_ day of March 2024

Mayor Richard E. Roquemore



MAYOR Richard E. Roquemore

**CITY ADMINISTRATOR** Michael E. Parks **CITY COUNCIL** Robert L. Vogel, III Taylor Sisk Jamie L. Bradley Josh Rowan

#### CITY OF AUBURN CITY COUNCIL WORKSHOP MEETING February 22, 2024 6:00 PM Auburn Municipal Complex Council Chambers 1 Auburn Way, Auburn, GA 30011

Mayor:Richard RoquemoreCouncil Member:Bob Vogel-Telephoned InCouncil Member:Taylor SiskCouncil Member:Jamie BradleyCouncil Member:Josh Rowan

City Staff in Attendance: Michael Parks, Chief Hodge, Joyce Brown, Iris Akridge, Josh Campbell, Staci Waters, Jack Wilson.

Also in Attendance: Bel Outwater with the Auburn Public Library

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

**Mayor Roquemore** said that before we get started tonight, Michael Parks, City Administrator, would like to make a presentation.

**Michael Parks** asked Joyce Brown, City Clerk, to come forward. Michael announced that tomorrow will be Joyce Brown's last day with the City. **Michael Parks** on behalf of the City recognized Joyce Brown for her unwavering dedication and over 16 years of exceptional service to the City of Auburn. Joyce was presented with a beautiful vase of flowers and a plaque. **Michael Parks** on behalf of the City also wished her the best of luck going forward.

#### **ITEMS FOR VOTING**

Item: Appoint Interim City Clerk

Michael Parks presented.

**Mayor Roquemore** stated that since our current City Clerk is leaving us, we need to appoint an Interim City Clerk.

**Mayor Roquemore** asked for a motion to approve appointing Michael Parks as Interim City Clerk until that position is filled.

Motion: Made by **Council Member Bradley** to approve appointing Michael Parks as Interim City Clerk until that position is filled.

Seconded: By Council Member Rowan.

Mayor Roquemore asked for any discussion. There was none.

Vote was taken with all members present voting yes.

#### Item: WaterFirst Memorandum Of Agreement (MOA)

Iris Akridge presented.

Mayor Roquemore asked for a motion to approve WaterFirst Memorandum Of Agreement (MOA) asrecommended by staff.Motion:Made by Council Member Sisk to approve WaterFirst Memorandum Of Agreement(MOA) as recommended by staff.

Seconded: By Council Member Rowan.

Mayor Roquemore asked for any discussion. There was none.

Vote was taken with all members present voting yes.

#### **DISCUSSION ITEMS**

Item: Potential City Council Districts (Attached)

Michael Parks presented.

-for discussion only

Item: Auburn Water Facility Update (Attached)

Jim Aton/Hussey Gay Bell presented.

-for update only

Item: Rock Creek Intake/Contract

Jim Aton/Hussey Gay Bell presented.

-placed on March 14, 2024 Council Business Agenda

#### Item: Citizen Comments on Agenda Items ( 3 Minutes Per Speaker)

Mayor Roquemore asked for any Citizen Comments on tonight's agenda items.

**Leandro Silva** 372 Auburn Station Drive, Auburn, Georgia 30011 spoke in support of agenda item #3 Potential City Council Districts. He believes that it will not only provide fair representation geographically that meaning the Council Member that represents you is more likely to hit the same pothole that you do on your way home but also based on population. He stated that just because we have a good Mayor and a good Council at the moment doesn't mean that we will have one in the future. **Beverly Kelley** 316 Golden Rod Ln., Auburn, Georgia 30011 spoke in favor of agenda item #3 Potential City Council Districts. She stated that she is on the School Board here in Barrow County. She feels that we need these representations in these districts so that we can better serve the people.

**Jeremiah Outwater** 305 Bradford Ct., Auburn, Georgia 30011 spoke in support of agenda item #3 Potential City Council Districts. He thanked Council Member Rowan for his efforts on the South side of Auburn. Stated that he lives in an older neighborhood that is 18 to 20 years old off of Kilcrease and Browns Bridge Road. He stated that the more the Rowan Projects keep spinning up and expansion, road traffic, somebody is going to half to represent how traffic flows through and around my neighborhood.

**Robert Yoe** 1531 Wynfield Dr., Auburn, Georgia 30011 spoke with concerns regarding agenda item #3 Potential City Council Districts. Some of the concerns are: Asked if DCA has any recommendations or opinions on a town as small as ours (approx. 8,000 people), is there a need, said he knows that there is no requirement for us to break this City into Districts, Asked what difference it will make, and is there a requirement for a small city, and he asked what is DCA's view on this.

**Mayor Roquemore** responded to Mr. Yoe letting him know that they would take his questions and get back with him. Let him know that Council Member Sisk is still doing research on this and that his questions will not be answered this evening.

**Sylvia Barber** 1220 St. Andrews Dr., Auburn, Georgia 30011spoke regarding agenda item #3 Potential City Council Districts. Ms. Barber stated that she sees both sides of the concerns. She expressed concerns about Auburn being so small, not being able to vote for other areas, appointing a candidate if no one runs, and who appoints them.

**Charles Sewell** 287 Park Place, Auburn, Georgia 30011spoke with concerns regarding agenda item #3 Potential City Council Districts. Some of the concerns are: Will a candidate for office be required to live within the district they are to represent? Will this limit citizens to voting only for the candidate of their district? Mr. Sewell stated that for the past 16 years, there have been no citizens interested in running for office, so finding a candidate within a given district may be difficult. Said that for the past 16 years only two council members have lived North of the railroad. All others have lived South or West of the central part of the city. He said that frequent redistricting will be required until the 6 high density developments are completed. He stated that those monies could be better used for the benefit of the citizens. Said that if districts are initiated, council members should be required to live within their district and the Mayor should be At-Large. He stated that citizens should know that they have the ear of ALL council members and not have to rely on just one assigned member to address their concerns. If we can elect candidates of districts other than our own, they should answer to our concerns.

ADJOURNMENT: Mayor Roquemore asked for a motion to adjourn.

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

Seconded: By Council Member Rowan.

Mayor Roquemore asked for any discussion. There was none.

Vote was taken with all members present voting yes. Meeting adjourned.

Respectfully submitted,

Joyce Brown, City Clerk

Read and approved this \_\_\_\_\_ day of March 2024

Mayor Richard E. Roquemore



MAYOR Rick E. Roquemore

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

## AGENDA ITEM: D

TO: Mayor and Council

- FM: Chief Chris Hodge Chief of Police
- DATE: February 15, 2024

**PURPOSE:** Every four years, GEMA requires Barrow County to get statewide mutual aid agreements signed by the county and each municipality. It is time to renew our 2020 agreements. These agreements basically allow the Barrow County Emergency Management Agency to request outside resources in times of disaster.

**BACKGROUND:** Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and reimbursement of costs incurred by those parties who render such assistance. This agreement also provides the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, or other significant events or homeland security activities.

**RECOMMENDATION:** To approve the Statewide Mutual Aid Agreement presented.

FUNDING: N/A

## STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality:

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

#### ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

(1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).

(2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.

(3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.

(4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.

(5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.

(6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.

(7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

#### ARTICLE II GENERAL PURPOSE

The purpose of this Agreement is to:

- 1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
- 2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

## ARTICLE III ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

## ARTICLE IV PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

(1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

#### ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

## ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

#### ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

## ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

(1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and

(2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and

(3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and

(4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

## ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

#### ARTICLE X TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2028. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

#### ARTICLE XI VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Chief Executive Officer - Signature

Chief Executive Officer – Print Name

County/Municipality: \_\_\_\_\_

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

GEMA/HS Director – Signature

GEMA/HS Director – Print Name

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

## <u>APPENDIX A</u> <u>AUTHORIZED REPRESENTATIVE</u>

The below named individual(s), in addition to the chi	ef executive officer, is/are the "Authorized
Representative(s)" for	_(county/municipality), and are authorized
to request, offer, or otherwise provide and coordinate named county/municipality:	mutual aid assistance on behalf of the above-

Print Name	Job Title/Position
Signature of Above Individual	
Print Name	Job Title/Position
Signature of Above Individual	
Print Name	Job Title/Position
Signature of Above Individual	
Chief Executive Officer - Signature	Date://
Chief Executive Officer – Print Name	

## <u>APPENDIX B</u> DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the "designate	ed fiscal officer(s)" for
(county/municipality) for the purpose of reimburser	nent sought for mutual aid:
Print Name	Job Title/Position
Signature of Above Individual	_
Print Name	Job Title/Position
Signature of Above Individual	_
Print Name	Job Title/Position
Signature of Above Individual	_
Chief Executive Officer - Signature	Date://

Chief Executive Officer – Print Name



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: E

- **TO:** Mayor and Council
- **FROM:** Michael Parks City Administrator

Jim Aton

**DATE:** February 22, 2024

**PURPOSE:** To make recommendation of contractor for Phase A of RWSP Piping. This contract will construct the pipeline and pump station to transfer raw water from Rock Creek Intake #1 to the Auburn Drinking Water Treatment Plant.

**BACKGROUND:** To select a contractor for this project, advertisements were placed in the newspaper, Auburn's bid website, and Georgia Procurement registry. Two companies submitted proposals: Griffin Bros. Inc, and Strack Inc.

## **RECOMMENDATION:**

We recommend award of the contract to Griffin Bros. Inc.

**FUNDING:** GEFA February 12, 2024

Memo to: Mayor and Council CC: Michael Parks, City Administrator, Sunshine Palmer, City Accountant

**RE: Recommendation of Contractor for Phase A of RWSP Piping** 

This contract will construct the pipeline and pump station to transfer raw water from Rock Creek Intake #1 to the Auburn Drinking Water Treatment Plant. This project will withdraw the water from Rock Creek and transfer it to the under construction drinking water treatment plant (DWTP). Intake #1 is located where Parks Mill Road crosses the creek. A location map is attached.

To select a contractor for this project, advertisements were placed in the Barrow County Main Street News, Auburn's Bids Website, and Georgia Procurement Registry. Several Companies were interested and attended the mandatory pre-bid conference. On the bid due date of 11/20/23 only two companies submitted proposals: Griffin Bros. Inc., and Strack Inc.. The certified bid tabulation is attached. The Project was bid as a design-build type project with a stipulated guaranteed maximum price for three phase. Phase A is the pipeline and pump station connecting Rock Creek Intake with the Auburn DWTP. Phase B is the pipeline connecting Rock Creek Intake #2 with the RWSP. Phase C is the pipeline connecting the RWSP with the Mulberry River and the Winder DWTP.

The proposals were review and the contractors interviewed. After the interviews it was determined to award the contracts on the basis of low bid since both contractors were well qualified for all phases. Griffin Bros., Inc. was the low bidder for Phase A and Strick, Inc. was the low bidder for Phase B & C. This memo is about awarding only Phase A because it is needed first and the RWSP is not full of water at this time.

Griffin Bros' original proposal was \$2,276,040.62. After the interview and design-build conference the Stipulated Guaranteed Maximum Price was amended to \$2,283,094.19. The changes coming from the design-build conference were: a. Transfer 40 feet of 12" DIP pipe from Phase B to Phase A. b. Substitute 16" DIP with 16"HDPE. c. Add 372 feet of water sampling line. d. Add 150 feet of chain link fence.

Griffin Bros. has been in business since 1968 and is a Georgia licensed utility contractor, #UC300109. They did about \$12,000,000 of business in 2022 and 2023 and have 25 full time employees. Their bonding company, Great American Insurance Company, is listed on the US Treasury's approved bonding companies list. We contacted Great American Insurance Company and confirmed that yes they would bond Griffin Bros. should the contract be awarded to Griffin Bros. The Stipulated Guaranteed Maximum Price contract include an owners contingence of \$204,761.81. Their list of clients include City of Gainesville, City of Lavonia, City of Commerce, Town of Braselton, Oconee County of BOC, Madison County Industrial Authority, Banks County Commissioner, Forsyth County Department of Water and Sewer, City of Winder and the City of Crawford.

We recommend that Rock Creek Intake Piping Phase A contract be awarded to Griffin Bros. Inc. of 105 Griffin Drive, Maysville, GA 30558 with the Stipulated Guarantee Maximum Price of \$2,283,094.19 and that the Council Authorize the Mayor to sign said contract upon approval as-to-form by the City Attorney.

Hussey, Gay, Bell & DeYoung, Inc., Consulting Engineers

Junes B. alor

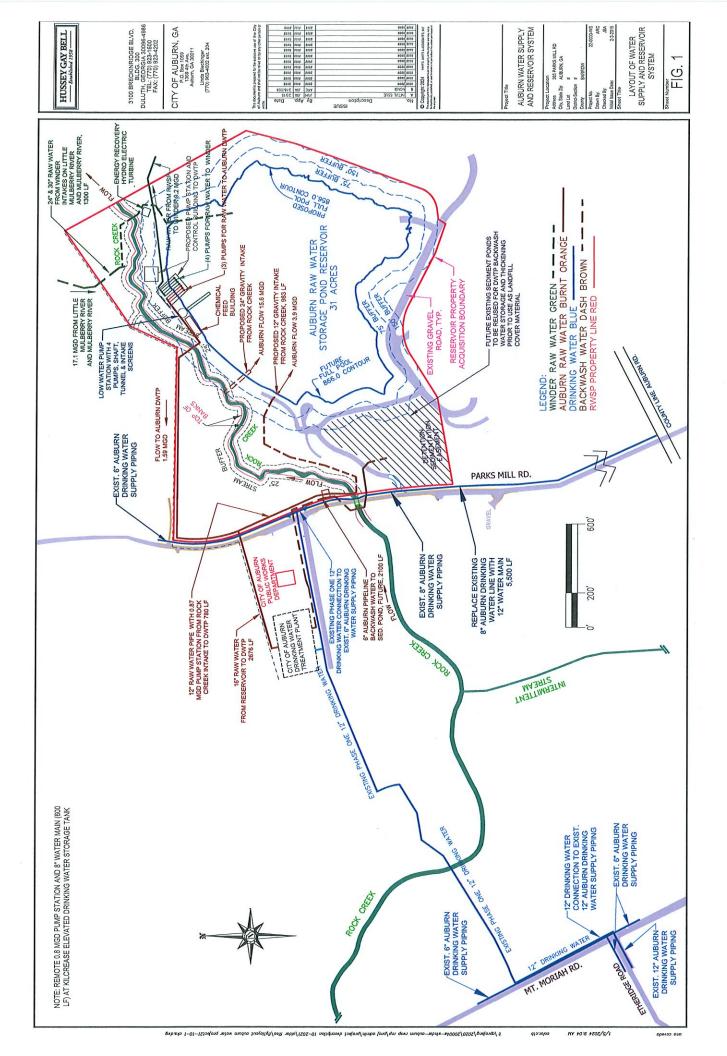
James B. Aton, PE

JBA/sms

#### C: Michael Parks, City Administrator

I:\Aprojeng\2020\20004e-Winder-Auburn RWSP MP\proj admin RWSP force mains\PHASE A\ltr M&C Auburn RWSP pipe phase

3100 Breckinridge Boulevard, Building 300 • Duluth, Georgia 30096 • 770.923.1600 • husseygaybell.com



Preliminary Bid Tabulation

Auburn-Winder RWSP Piping Project

GEFA DWSRLF Funds 11/20/2023

Prepared By Hussey Gay Bell, James B. Aton PE

Bid Opening was 2 PM, Monday 11-20-2023, at City Hall Municipal Court Room

											-	
									Auburn		Winder	
				Sealed	Bid	Paid	Ga	Statement				
# Company	Name	email	phone #	Bid	Bond	Fee	License	of Quals	Phase A	Phase B	Phase C	Total
		abby@griffinbrothersinc.com,										
1 Griffin Brothers	Abby Griffin, Bill	bill@griffinbrothersinc.com,										
	Griffin, Bruce Lee	Griffin, Bruce Lee  bruce@griffinbrothersinc.com	706-677-3549	Yes	Yes, 3	Yes	UC300109	Yes	\$2,276,040.62	\$3,479,387.97	\$2,276,040.62 \$3,479,387.97 \$6,741,470.55 \$12,496,899.14	\$12,496,899.14
						Base Bid	Base Bid Ductile Iron Pipe	n Pipe				
2						PVC deduct	uct		\$15,329.07	\$22,327.83		
		8				HDPE Deduct	educt		\$33,532.39	\$60,794.43		
	,					Multi Ph	Multi Phase Contract Deduct	tt Deduct	\$75,000.00	\$75,000.00	\$75,000.00	
		willc@strackinc.com,	678-480-1586,									
2 Strack Inc.	Will Clark, Tim	briand@strackinc.com,	404-323-7646,									
	Dunn, Brian Davis	Dunn, Brian Davis TimD@strackinc.com	404-807-3078	Yes	Yes, 3	Yes	UC300084	Yes	\$3,550,778.49	\$3,178,400.98	\$3,550,778.49 \$3,178,400.98 \$6,165,985.90 \$12,895,165.37	\$12,895,165.37
						Base Bid	Base Bid Ductile Iron Pipe	n Pipe				
						PVC deduct	uct		\$31,877.46	\$50,947.20		
						HDPE Deduct	educt		\$57,744.88	\$105,353.10		
						Multi Ph	Multi Phase Contract Deduct	t Deduct	\$100,000.00	\$100,000.00	\$100,000.00 \$100,000.00 \$100,000.00	
Companies that R	Companies that Reginested Plans and Specs But No Bid	ners But No Bid										

Haren Construction Heavy Constructors JDS (John D Stephens) Companies that Requested Plans and Specs. But No Bid Lanier Contracting Po Boys Plumb. & P WL Griffin



I:\Aprojeng\2020\20004e-Winder-Auburn RWSP MP\proj admin RWSP force mains\Bidding\Bid Tabulation 2023-11-20.xlsx,bid opening



CITY OF AUBURN 1369 FOURTH AVENUE AUBURN, GA 30011 PHONE: 770-963-4002 www.cityofauburn-ga.org

## <u>M E M O R A N D U M</u>

Agenda Item: 3&4

Mayor & Council
Sarah McQuade, City Planner
March 6, 2024
Harmony Phase 2A & 2B Final Plat Approval

Dear Mayor & Council,

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

## **PROPOSAL:**

The purpose of the final plat is to record the subdivision of Phases 2A & 2B of the Harmony development with the Barrow County Clerk of Court. Phase 2A contains 19 single-family residential units (17 townhome units and 2 micro-homes). Phase 2B contains 6 single-family detached residential lots. Once a final plat has been recorded, the applicant may sell the lots and begin vertical construction of the residences.

## **BACKGROUND / CURRENT ZONING:**

On January 7, 2021, the Mayor and Council approved the new City Center District zoning district, (CCD, 17.90.200), which was adopted to allow for the mixture of civic, commercial, and higher density residential uses around the new City Hall. At the same time, the City approved the rezoning of 57.06± acres to CCD for the City Hall Municipal Complex Development. The conceptual master development plan consisted of 29.40± acres and included the new City Hall, a series of civic open spaces to include pocket parks and community greens, with a mixture of 142 residential units surrounding the City Hall. The proposed residential units included a mixture of detached single-family homes, townhomes, and micro-homes. Phases 2A & 2B make up 25 of the 142 residential lots for the Municipal Complex Development.

#### ANALYSIS:

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

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

#### **STAFF RECOMMENDATION:**

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



MAYOR Richard E. Roquemore

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

AGENDA ITEM NO: \_\_\_\_5\_\_\_\_

TO: MAYOR & COUNCIL

FROM: Iris Akridge – Public Works Director

**DATE:** March 14, 2024

**PURPOSE:** To consider approval of Proclamation #03-024 in observance of Safe Digging Month April 2024.

**BACKGROUND**: The City of Auburn has partnered with Barrow County UCC and the <u>Georgia 811</u> to promote National Safe Digging Month each April to coincide with the onset of peak digging season. The initiative is designed to heighten contractor and homeowner awareness of the national 811 notification system.

By calling 811, the City of Auburn residents notify area utility operators, of their intent to dig so that the utilities can be located ahead of the project. The 811-notification system is paramount to the prevention of damage to underground utilities and the safety of the City of Auburn residents.

## FUNDING: N/A

**RECOMMENDATION:** To approve Proclamation #03-024 in observance of Safe Digging Month April 2024.



## Barrow County UCC and Georgia 811

4/1/24

Office of the Mayor of Auburn 1 Auburn Way P.O. Box 1059 Auburn, GA 30011

Re: National Safe Digging Month

The Barrow Utility Coordinating Committee (UCC) has partnered with Georgia 811 to promote National Safe Digging Month each April for many years to coincide with the onset of peak digging season. The initiative was designed to heighten contractor and homeowner awareness of the national 811 notification system. When contacting 811, homeowners are connected to Georgia 811, which notifies the appropriate utility companies of the intent to dig. Professional locators are then sent to the requested digging site to mark the approximate locations of underground lines with flags or spray paint. Once lines have been accurately marked, digging can safely begin around marked lines. The 811-notification system is paramount to the prevention of damage to underground utilities and the safety of Auburn residents.

The Barrow UCC appreciates the ongoing support of the City of Auburn in local utility coordinating efforts and is asking Mayor Richard E. Roquemore to publicly proclaim Safe Digging Month this April 2024 and recognize the importance of contacting 811 before digging.

The following are opportunities for Mayor Roquemore to show support for Safe Digging Month:

- Issue an official proclamation of Auburn Safe Digging Month from the Office of the Mayor. I have attached the wording that can be used.
- Post Auburn Safe Digging Month messages on the City of Auburn social media sites. Georgia 811 has social media messages ready to share on its <u>Safe Digging Month page</u>.
- Record a public service announcement to air on local radio stations or social media during Safe Digging Month.

We thank you in advance for your support of this initiative. If you have questions or would like more information on National Safe Digging Month, visit <u>wwwGeorgia811.com</u> or contact me directly.

Regards,

Tabatha Knight Barrow UCC Representative

## **PROCLAMATION NO. 03-024**

## WHEREAS,

Thousands of times each year, the underground infrastructure in Georgia is damaged by those who do not have underground lines located prior to digging, resulting in service interruption, environmental damage, and threat to public safety, and;

## WHEREAS,

In 2005, the Federal Communications Commission designated 811 to provide contractors and homeowners with a simple number to contact utility operators to request the location of underground lines at the intended dig site, and;

## WHEREAS,

The Barrow County Utility Coordinating Committee, a stakeholder-driven organization dedicated to the prevention of damage to underground utilities in Georgia, promotes the National 811 Notification System to reduce these damages, and;

## WHEREAS,

Damage prevention is a shared responsibility; by using safe digging practices, the contractors and homeowners of the City of Auburn can save time, money and help keep our infrastructure safe and connected, and;

## THEREFORE,

I do hereby proclaim, on behalf of the City of Auburn, the month of April 2024 as:

## City of Auburn Safe Digging Month

And encourage contractors and homeowners throughout the City of Auburn to always call 811 before digging. Safe digging is no accident!!

Richard E. Roquemore, Mayor

Taylor J. Sisk, Council Member

Joshua Rowan, Council Member

Attest:

Michael E. Parks, City Admin.

Robert L. Vogel III, Council Member

Jamie L. Bradley, Council Member



MAYOR Rick E. Roquemore

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

## AGENDA ITEM: 6

TO: Mayor and Council

FROM: Bel Outwater

DATE: March 14, 2024

## PURPOSE:

To recommend that Mayor and Council approve Proclamation #02-024 proclaiming. April 7 through 13th as Library Week in the City of Auburn

## BACKGROUND:

Libraries have long served as trusted and treasured institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status. They are also the cornerstones of democracy, promoting the free exchange of information and ideas for all.

April 7 through the 13th has been declared National Library Week. To celebrate this, Auburn is asking everyone to recognize this week as Library Week in the City of Auburn.

During this week, we encourage all residents to connect with their library by visiting online or in person to access resources and services.

## **RECOMMENDATION:**

To approve Proclamation # proclaiming April 7 through 13th as Library Week in the City of Auburn

## FUNDING: N/A

## PROCLAMATION # 02-024 Auburn Library Week – April 7-13, 2024

**WHEREAS,** libraries offer the opportunity for everyone to connect with others, learn new skills, and pursue their passions, no matter where they are on life's journey;

**WHEREAS,** libraries have long served as trusted institutions, striving to ensure equitable access to information and services for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status;

**WHEREAS,** libraries adapt to the ever-changing needs of their communities, developing and expanding collections, programs, and services that are as diverse as the populations they serve;

**WHEREAS,** libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals;

**WHEREAS,** libraries play a pivotal role in economic development by providing resources and support for job seekers, entrepreneurs, and small businesses, thus contributing to local prosperity and growth;

**WHEREAS,** libraries make choices that are good for the environment and make sense economically, creating thriving communities for a better tomorrow;

**WHEREAS,** libraries are treasured institutions that preserve our collective heritage and knowledge, safeguarding both physical and digital resources for present and future generations;

WHEREAS, libraries are an essential public good and fundamental institutions in democratic societies, working to improve society, protect the right to education and literacy, and promote the free exchange of information and ideas for all;

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week;

**NOW, THEREFORE,** be it resolved that the City of Auburn proclaims April 7 through the 13<sup>th</sup>, 2024 as Library Week in the City of Auburn. During this week, we encourage all residents to connect with their library by visiting online or in person to celebrate the adventures and opportunities they unlock for us every day. Ready, Set, Library!

SO ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_

Rick Roquemore, Mayor

Robert L. Vogel III, Council Member

Taylor Sisk, Council Member

Jamie Bradley, Council Member

Josh Rowan, Council Member

ATTEST:

City Clerk



MAYOR Rick E. Roquemore

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

## AGENDA ITEM: 7

TO: Mayor and Council

- FM: Jack Wilson City Attorney
- DATE: March 14, 2024

**PURPOSE:** Ordinance to amend the City Charter- Section 3.17 regarding the City Clerk position.

## **BACKGROUND:**

To have the City Clerk appointed by the City Administrator. The City Clerk shall be custodian of the official City Seal and City records; maintain Council records as required by this Charter; and perform such other duties as may be assigned by the City Administrator. The City Clerk shall not be subject to annual reappointments. The City Clerk shall not be a department head; shall report to the City Administrator; and may be terminated at will.

**RECOMMENDATION:** To approve amending the City Charter- Section 3.17.

FUNDING: N/A

#### AN ORDINANCE TO AMEND THE CITY OF AUBURN CHARTER SECTION 3.17

#### 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 work of the City Clerk as it is in the best interest of the health, safety and welfare of the citizens of the City of Auburn to amend the Charter to revise its description of the work of the City Clerk.

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

1.

The existing Section 3.17 of the City Charter is hereby deleted and the following is substituted in its place:

#### SECTION 3.17

The City Clerk shall be appointed by the City Administrator. The City Clerk shall be custodian of the official City Seal and City records; maintain Council records as required by this Charter; and perform such other duties as may be assigned by the City Administrator. The City Clerk shall not be subject to annual reappointments. The City Clerk shall not be a department head; shall report to the City Administrator; and may be terminated at will.

2.

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

3.

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

4.

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

5.

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

IT IS SO ORDAINED this \_\_\_\_ day of March, 2024.

Richard E. Roquemore, Mayor

Robert L. Vogel, III, Council Member

Jamie L. Bradley, Council Member

Taylor J. Sisk, Council Member

Joshua Rowan, Council Member

ATTEST:

Michael Parks, Acting City Clerk