

**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**

June 12, 2025

6:00 PM

Council Chambers

1 Auburn Way

Auburn, GA 30011

INVOCATION**PLEDGE****COUNCIL REPORTS AND ANNOUNCEMENTS**

1. Recognition of Police Certification
2. Public Comment Form

PUBLIC HEARING

1. Proposed amendment to the Zoning Ordinance of the City of Auburn, Section 17.60.214, Single Family Owner Occupancy- Jack Wilson

CITIZEN COMMENTS ON AGENDA ITEMS**NEW BUSINESS**

2. Consent Agenda
 - a. Council Business Meeting Minutes- May 8, 2025
 - b. Council Workshop Meeting Minutes- May 22, 2025
 - c. Special Called Meeting Minutes- May 22, 2025
 - d. Special Called Meeting Minutes- May 29, 2025
 - e. 2025 Local Road Assistant Administration Funding Grant (LRA)
 - f. Placement of stop signs in Indian Meadows subdivision
 - g. 6th Street Dog Park Conceptual Plan
 - h. Elevator Maintenance Agreement

VOTING ITEM

3. Proposed amendment to the Zoning Ordinance of the City of Auburn, Section 17.60.214, Single Family Owner Occupancy- Jack Wilson

CITIZEN COMMENTS**ADJOURN**

Agenda subject to change prior to meeting



**CITY OF AUBURN
COUNCIL MEETING
PUBLIC COMMENT SIGN-IN SHEET**

Public comments are encouraged and appreciated. In order to accomplish all business on the agenda and be respectful of everyone's time, Council members will not be able to engage in dialogue with individual members of the audience. City staff or elected officials will work to follow up by e-mail where warranted. You may contact elected officials by e-mail at any time; email addresses are listed on the city website.

Complete the following information and submit it to the City Clerk prior to the meeting.

PLEASE PRINT LEGIBLY

Name: _____

Address: _____

1. The public comments sign-in sheet must be completed and submitted prior to the beginning of the meeting. Speakers shall be limited to the subject stated on the form. **Comment forms will not be accepted after 5:55 p.m.**
2. When your name is called, proceed to the podium and state your name and address.
3. Public comment limited to **three (3) minutes per speaker.**
4. This is not a question-and-answer session. The council cannot engage in conversation with the public during this time. You are welcome to request a meeting or send an email to the Mayor and Council with any concerns.
5. Speakers should not use the citizen comment period for matters that will later appear as a public hearing item. Those matters should be addressed during the public hearing for that item.
6. Comments shall be **courteous and respectful** at all times. All remarks should be addressed to the Council as a whole, not to any individual member.
7. Each speaker shall promptly conclude all comments when their time has expired.
8. Questions and concerns regarding operations should be directed to city staff during regular business hours.

_____ **I WISH TO SPEAK** at the Workshop or Business Meeting regarding an Agenda Item.

_____ **I WISH TO SPEAK** at the Business Meeting during citizen comments.

Signature Required: _____

By signing, I acknowledge public comment period rules.

O.C.G.A. § 50-18-70 This document is considered a public record. Disclosure may be required upon request.



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: Public Hearing & Voting Item 3

TO: Mayor and Council

FROM: Sarah McQuade
City Planner

DATE: June 6, 2025

PURPOSE: To amend the City of Auburn Zoning Ordinance to add a new section 17.60.214 – Single family owner occupancy

BACKGROUND: The proposed text amendment will add a section to the Zoning Ordinance in relation to the occupancy of single-family homes limiting the number of rental properties to 25% in new subdivision or development consisting of more than five (5) residential lots in the AG, R-100, PUD, PSV, RM-D or CCD district.

As part of the final plat review, a declaration of restrictive covenants will need to be recorded with the Clerk of Superior Court providing for a mandatory homeowners' or property owners' association. The declaration of restrictive covenants of the mandatory owners' association shall include a statement limiting the number of leased or rented homes to no more than twenty percent (20%) of the total number of units in the development. The declaration shall also require owners wishing to lease their property to obtain a written permit from the owners' association prior to renting or leasing.

The item was presented at the May 22, 2025, Mayor and City Council meeting. Discussion was had regarding the rental threshold, with a recommendation to reduce it from 20% to 10%. The revised ordinance has been included.

RECOMMENDATION: To recommend approval of the proposed text amendment, as presented.

FUNDING:
N/A

ORDINANCE NO. 25-005
**AN ORDINANCE TO AMEND THE CITY OF AUBURN ZONING ORDINANCE
TO ADD A NEW SECTION 17.60.214 SINGLE FAMILY OWNER OCCUPANCY
TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT
HEREWITH; AND FOR OTHER PURPOSES**

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

WHEREAS, changes in development patterns, proposed land uses, infrastructure and other matters warrant reviewing and updating portions of the Zoning Ordinance; and

WHEREAS, the Rowen development adjacent to the City proposes to create workspace for hundreds of new jobs, workers and potential residents inside the City; and

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of the City to review and evaluate the current Zoning Ordinance in view of current development trends and future land use plans in and near the City; and

WHEREAS, the City has undertaken and completed such review and evaluation; and

WHEREAS, as a part of that review process, the Planning Commission and City Council have conducted public hearings in accordance with Georgia law seeking comment on the amendments and updates to the Zoning Ordinance; and

WHEREAS, the City's Code Enforcement Officer, Police Officers and staff frequently encounter issues related to property maintenance; and

WHEREAS, the proposed amendment related to rental units is intended to promote and encourage property ownership as a civic virtue and good citizenship, a path to economic advancement, and a mechanism for ensuring property maintenance and promotion of increasing property values; and

WHEREAS, amendment provides a balancing of interests by allowing for reasonable accommodation for some rental units in a manner which is economically and racially neutral;

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens and businesses within the City to amend the Zoning Ordinance as outlined herein:

**NOW THEREFORE, THE COUNCIL OF THE CITY OF AUBURN HEREBY
ORDAINS THAT the following Subsection 17.60.214 is adopted as follows:**

17.60.214 Single Family Owner Occupancy

The provisions of this subsection shall apply to each new subdivision or development consisting of more than five (5) residential lots in the AG, R-100, PUD, PSV, RM-D or CCD district. Prior to the issuance of any building permit, the owner or developer shall record with the Clerk of Superior Court a declaration of restrictive covenants providing for a mandatory homeowners' or property owners' association. The declaration of restrictive covenants of the mandatory owners' association shall include a statement limiting the number of leased or rented homes to no more than ten percent (10%) of the total number of units in the development. The declaration shall also require owners wishing to lease their property to obtain a written permit from the owners' association prior to renting or leasing.

This ordinance shall be adopted effective immediately upon approval by the Mayor and City Council.

All other and further ordinances and parts of ordinances not in conflict with the foregoing subsection shall continue 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 June, 2025.

Richard E. Roquemore, Mayor

Joshua Rowan, Council Member

Taylor J. Sisk, Council Member

Robert Vogel, Council Member

Jamie Bradley, Council Member

ATTEST:

Brooke Haney
City Clerk



MAYOR
Rick E. Roquemore

CITY ADMINISTRATOR
Michael E. Parks

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

**CITY OF AUBURN
MAYOR AND COUNCIL
MEETING IN COUNCIL CHAMBERS
May 8, 2025
6:00 PM
Council Chambers
1 Auburn Way
Auburn, GA 30011**

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

City Staff in Attendance: Michael Parks, Marc Pharr, Staci Waters, Iris Akridge, Chief Hodge

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

Pastor Rob Ballard gave the Invocation.

Mayor Roquemore gave the pledge.

The City recognized staff of 2025 graduates.

Council Reports and Announcements

Mayor Roquemore asked for Council Reports and Announcements.

Councilman Vogel made a motion to amend the agenda to discuss and vote to appoint a new member to fill the vacant seat on the Downtown Development Authority. Second by Councilman Rowan. All approved.

Councilman Rowan announced there is a Downtown Development Survey for citizens to take and there will be a follow up meeting to review the results with the architectural committee on June 17th at 6:00pm at the Auburn Municipal Complex.

Staci Waters mentioned the Farmers Market is every Tuesday now through mid-September from 4:00pm-7:00pm in Burel Park.

NEW BUSINESS

Mayor Roquemore asked for Citizen Comments on the consent agenda items. There were none.

Mayor Roquemore asked for any need to amend the agenda.

Council Member Bradley asked to remove the Item C- Auburn Station Townhome East.

Item 3: Consent Agenda

- a. Council Business Meeting Minutes- April 10, 2025
- b. Council Workshop Meeting Minutes- April 24, 2025
- c. Auburn Station Townhome East
- d. National Public Works Week Proclamation
- e. Davenport Financial Agreement
- f. Raw Water Storage Pond Piping- Phase A Change Order

Mayor Roquemore asked for a Motion to approve the consent agenda minus item C.

Motion: Made by **Council Member Sisk** minus item C.

Second: Made by **Council Member Bradley**

Discussion: None

All Approved.

VOTING ITEMS

Item 4: Proposed FY2026 Budget Schedule- Michael Parks

Michael Parks Presented

Mayor Roquemore asked for a motion to approve the Proposed FY2026 Budget Schedule as presented by staff.

Motion: Made by **Council Member Vogel**

Second: Made by **Council Member Rowan**

Discussion: None

All Approved.

Item 5: Lions Club Construction- Michael Parks

Michael Parks Presented

Mayor Roquemore asked for a motion to approve the Lions Club Construction as presented by staff.

Motion: Made by **Council Member Sisk**

Second: Made by **Council Member Bradley**

Discussion: None

All Approved.

Agenda Item C: Auburn Station Townhome East

Council Member Bradley asked about sewer capacity. The City Administrator answered the questions.

Mayor Roquemore asked for a motion to approve the final plat Auburn Station Townhome East as presented by staff.

Motion: Made by **Council Member Sisk**

Second: Made by **Council Member Rowan**

Discussion: None

Vote: Rowan- Yes. Bradley- No, Sisk- Yes, Vogel- Yes. **Motion Passed.**

Item 6: Appoint a representative to the Downtown Development Authority- **Councilman Vogel**

Motion by Council Member Vogel moved to appoint James Matthews to fill the vacancy on the Downtown Development Authority.

Second: Made by **Council Member Bradley**

Discussion: **Council Member Sisk** Thanked Mr. Matthews for his willingness to serve on the board.

All Approved.

Mayor Roquemore asked for Citizen comments.

Shelia Hawthorne, 1270 Atlanta Hwy, Auburn, GA 30011, Spoke regarding the Community Gathering.

Linda Nicholson. Spoke regarding the Community Gathering.

Rob Yoe 1531 Wynfield Dr, Auburn, GA 30011, spoke regarding the Downtown Development Authority and Bond Proposals.

Jeramiah Outwater 305 Bradford Ct., Auburn, GA 30011 spoke regarding the growth of our community.

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

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

Second: By **Council Member Rowan**.

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

Respectfully submitted,

Read and approved this _____ Day of June 2025

Attest:

Mayor Richard E. Roquemore



MAYOR

Rick E. Roquemore

CITY ADMINISTRATOR

Michael Parks

CITY COUNCIL

Robert L. Vogel III

Taylor J. Sisk

Jamie L. Bradley

Joshua Rowan

CITY COUNCIL WORKSHOP MEETING

May 22, 2025

6:00 PM

Council Chambers

1 Auburn Way

Auburn, GA 30011

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

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

Also in Attendance: Jack Wilson

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

Council Reports and Announcements

Mayor Roquemore asked for Council Reports and Announcements.

Mayor Roquemore encouraged citizens to go to the Dacula Veterans Parade and thanked all our Veterans.

Staci Waters announced the Farmers Market every Tuesday, the car show May 24th and Food Truck Friday will be June 13 with wrestling.

Item 1: Proposed Amendment to the Zoning Ordinance of the City of Auburn, Section 17.60.214, Single Family Owner Occupancy

Sarah McQuade Presented

Placed on June 12, 2025, Council Business Agenda

Item 2: 2025 Local Road Assistant Administration Funding Grant (LRA)

Iris Akridge Presented

Placed on June 12, 2025, Council Business Agenda

Item 3: Placement of Stop Signs in Indian Meadows Subdivision

Chief Hodge Presented

Placed on June 12, 2025, Council Business Agenda

Item 4: 6th Street Dog Park Conceptual Plan

Michel Parks Presented

Placed on June 12, 2025, Council Business Agenda

Item 5: Elevator Maintenance Agreement

Michael Parks Presented

Placed on June 12, 2025, Council Business Agenda

Mayor Roquemore asked if there were any citizen comments.

Dakota Whaley, Spoke regarding Item 4 6th Street Dog Park Conceptual Plan.

Benjamin Riley, Spoke regarding Item 3 Placement of Stop Sign in Indian Meadows Subdivision.

Andrew Graham, Spoke regarding Item 3 Placement of Stop Sign in Indian Meadows Subdivision.

Pam Luellen, Spoke regarding Item 3 Placement of Stop Sign in Indian Meadows Subdivision.

Respectfully submitted,

Read and approved this _____ Day of June 2025 Attest:

Mayor Richard E. Roquemore



MAYOR
Rick E. Roquemore

CITY ADMINISTRATOR
Michael E. Parks

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

**CITY OF AUBURN
MAYOR AND COUNCIL
SPECIAL CALLED MEETING
May 22, 2025
5:00 PM
Council Chambers
1 Auburn Way
Auburn, GA 30011**

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

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

Also in Attendance: Jack Wilson

Mayor Roquemore called the meeting to order at 5:00 pm.

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

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

Second: By **Council Member Rowan**

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

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

Mayor Roquemore Adjourned the meeting.

Respectfully submitted,
Read and approved this _____ Day of June 2025

Attest:

Mayor Richard E. Roquemore



MAYOR

Rick E. Roquemore

CITY ADMINISTRATOR

Michael Parks

CITY COUNCIL

Robert L. Vogel III

Taylor J. Sisk

Jamie L. Bradley

Joshua Rowan

**CITY OF AUBURN
MAYOR and CITY COUNCIL
Council Special Called Meeting
May 29, 2025
5:00 PM
Council Chambers
1 Auburn Way
Auburn, GA 30011**

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

City Staff in Attendance: Michael Parks, Sunshine Palmer, Brooke Haney, Iris Akridge, Ben Moody, Chief Hodge

Mayor Roquemore called the meeting to order at 5:00 pm.

Item 1: Water Department

Iris Akridge Presented

Item 2: Stormwater

Iris Akridge Presented

Item 3: Roads

Iris Akridge Presented

Item 4: Public Works

Iris Akridge Presented

Item 5: Police Department

Chief Hodge Presented

Item 6: Parks Department

Michael Parks Presented

Item 7: Events

Michael Parks Presented

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

Mayor Richard E. Roquemore



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: ____E____

TO: MAYOR & COUNCIL

FROM: Iris Akridge – Public Works Director

DATE: May 22, 2025

PURPOSE: Local Road Assistance Administration Funding Grant (LRA)

BACKGROUND: The Georgia Department of Transportation (GDOT) is pleased to share that the Governor and Legislature have included Local Road Assistance (LRA) Administration funds in the amended Fiscal Year 2025 budget. These funds will be managed and distributed through GDOT's GRANTS (LMIG) Application System. Eligible projects for LRA funding will follow the same guidelines as the LMIG program. Best of all, LRA funds do not require a local match.

The city has been allocated \$134,002.17 in LRA funding for 2025, with no local match required. The deadline to submit project applications is June 15, 2025.

I recommend that the city submit Fourth Avenue for LRA funding. The roadway surface is structurally failing, with extensive cracking that has been sealed repeatedly over the years. Heavy vehicle traffic including tractor-trailers, construction equipment, garbage trucks, and buses, has added to the development of potholes and uneven surfaces. With ongoing downtown development, improving this road would enhance both service and the overall appearance of the area, making it more appealing to our citizens.

FUNDING: **State LRA Grant** **\$134,002.17**

RECOMMENDATION: Approve Fourth Avenue as the designated project for the GDOT 2025 Local Road Assistance (LRA) Funding in the amount of \$134,002.17, for resurfacing improvements.

Attachments:

*FY 2025 Local Road Assistance Administration (LRA) Formula Amounts

*Map of Fourth Avenue Site

FY 2025 LOCAL ROAD ASSISTANCE ADMINISTRATION (LRA) FORMULA AMOUNTS

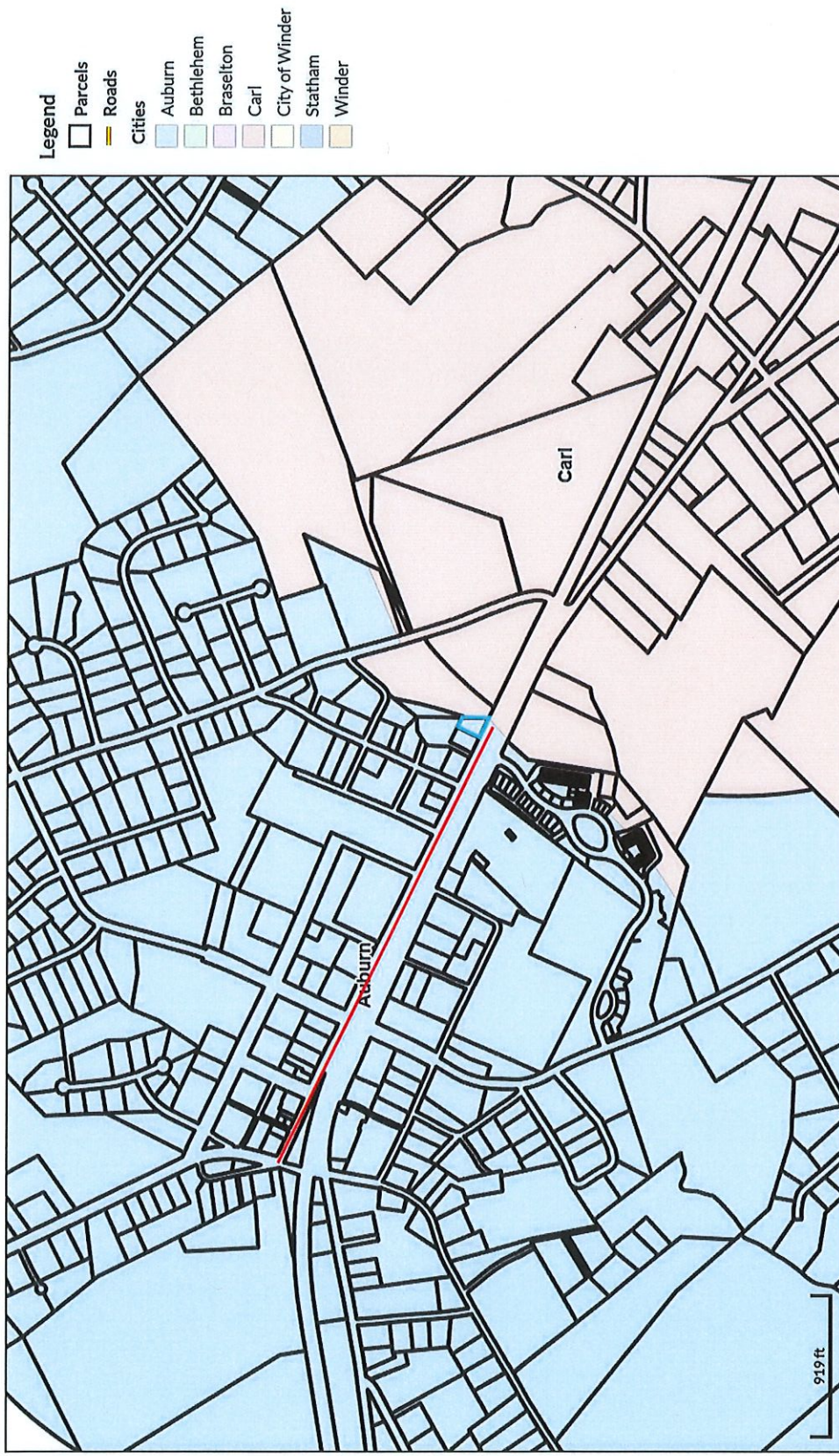
Based on 2022 Census Estimates
**

Based on 2024 GDOT Report *

Cities are within multiple regional commissions -

Cities are within multiple Counties in the same regional commissions -

GDOT District	County	City	Total Mileage*	Population**	FY 2025 LRA Formula Amount	Required FY 2025 LRA Match
5	APPLING	(UNINCORPORATED)	859.09	13,011	\$ 1,414,528.49	0%
5	APPLING	BAXLEY	85.19	4,960	\$ 168,068.19	0%
5	APPLING	GRAHAM	2.69	264	\$ 6,120.43	0%
5	APPLING	SURRENCY	6.17	193	\$ 10,913.31	0%
4	ATKINSON	(UNINCORPORATED)	376.06	5,157	\$ 615,119.95	0%
4	ATKINSON	PEARSON	17.88	1,799	\$ 41,016.57	0%
4	ATKINSON	WILLACOCHEE	14.75	1,227	\$ 31,889.00	0%
5	BACON	(UNINCORPORATED)	500.34	7,730	\$ 824,984.96	0%
5	BACON	ALMA	40.97	3,461	\$ 88,976.11	0%
4	BAKER	(UNINCORPORATED)	265.85	2,209	\$ 423,966.92	0%
4	BAKER	NEWTON	9.17	579	\$ 18,432.77	0%
2	BALDWIN	(UNINCORPORATED)	414.98	26,798	\$ 838,672.06	0%
2	BALDWIN	MILLEDGEVILLE	93.41	16,837	\$ 270,629.77	0%
1	BANKS	(UNINCORPORATED)	348.71	15,140	\$ 648,847.49	0%
1	BANKS	HOMER	17.65	1,526	\$ 38,596.24	0%
1	BANKS / JACKSON	MAYSVILLE	19.08	2,058	\$ 44,816.72	0%
1	BARROW	(UNINCORPORATED)	485.97	55,167	\$ 1,162,315.12	0%
1	BARROW	BETHLEHEM	8.45	749	\$ 18,617.64	0%
1	BARROW	CARL	3.66	220	\$ 7,272.98	0%
1	BARROW	STATHAM	22.36	2,925	\$ 56,408.73	0%
1	BARROW	WINDER	95.51	19,400	\$ 293,261.69	0%
1	BARROW / GWINNETT	AUBURN	43.64	8,865	\$ 134,002.17	0%
6	BARTOW	(UNINCORPORATED)	876.86	76,510	\$ 1,922,763.28	0%
6	BARTOW	ADAIRSVILLE	35.77	5,051	\$ 93,055.16	0%
6	BARTOW	CARTERSVILLE	140.87	23,904	\$ 396,863.36	0%





City of Auburn Police Department



A Community Oriented Law Enforcement Agency

Chris Hodge
Chief of Police

1 Auburn Way Auburn, Georgia 30011
Telephone 770-513-8657 Fax 770-682-4428

Rick Roquemore
Mayor

Agenda Item No. F

To: Mayor and Council
From: Chief Chris Hodge
Date: May 22nd, 2025

Purpose

Consider approving the placement of additional stop signs in the Indian Meadows Sub-Division to create two separate multiple stop intersections

Background

The Police Department was recently contacted by representatives of the Indian Meadows Sub-division in reference to speeding vehicles. In summation, the main road within the sub-division, Cheyanne Way, is not on our state approved radar log. To mitigate speeding vehicles on the main roadway, the Police Department is petitioning the City Council to allow for two additional stop signs to be placed at the intersections of Cheyanne Way and Navajo Trail and at Cheyanne Way and Shoshone Court. This would create three-way stops at each intersection and potentially would limit the speed of vehicles on Cheyanne Way.

Funding

No funding necessary

Recommendation

Approve the placement of additional stop signs in the Indian Meadows Sub-Division

Attachments

1. Ariel view of the Indian Meadows Sub-division



SHOSHONE CT

NAVAJO TRAIL

CHEYENNE WAY

CHIPPEWA RUN

INDIAN MEADOWS



MAYOR
Rick E. Roquemore

CITY ADMINISTRATOR
Michael E. Parks

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

AGENDA ITEM: G

TO: Mayor and Council

FROM: Michael Parks
City Administrator

DATE: May 22, 2025

PURPOSE: To bring before council again the proposed Dog Park located on 6th Street that was approved by council on April 7, 2016.

BACKGROUND: The proposed Park will be constructed off 6th Street across from the rear entrance to Auburn Elementary.

The new neighborhood (pocket) park concept will include and/or address the following:

- Dog park: fenced in areas for large and small dogs.
- Park entry access from 6th Street:
 - Create a loop drive for parents pick up/drop off to adjacent Elementary School
 - Integrate entry with parking area options for park users.
 - Provide landscape design for entry, to include location for park sign.
- Recommendations for prefabricated Picnic Pavilion and/or other prefabricated park structures.
- Walking trail(s) – multi-use.
- Site furnishings: Benches, Picnic Tables, Water Fountain, Pet Waste Stations, Trash and/or Recycling Receptacles, Pedestrian Lighting, etc.
- General Landscape improvements for site.

RECOMMENDATION: To Approve CPL Design presented by staff.

FUNDING: SPLOST

ATTACHMENTS: CPL



MAYOR
Linda Blechinger

CITY CLERK
Joyce Brown

CITY COUNCIL
Peggy J. Langley
Robert L. Vogel III
Bill Ackworth
Jay L. Riemenschneider

AGENDA ITEM _____

TO: Ron Griffith
City Administrator

FM: Alex Mitchem
City Planner

DATE: March 10, 2016

PURPOSE:

Approve 6th Street Park Conceptual Plan

BACKGROUND

The proposed Park will be constructed off 6th Street across from the rear entrance to Auburn Elementary. The total acreage of the subject tract totals 3.215 acres and will include the following amenities:

- 6' Mulch walking trails
- Decorative fence
- Separate large dog and small dog fenced area totaling .50 acre in size
- Benches
- Picnic tables
- 29 Parking Spaces
- One way vehicular access loop (provides stacking/turnaround for elementary car rider line.)

FUNDING:

None.

RECOMMENDATION:

To Approve 6th Street Park Conceptual Plan.

ATTACHMENT:

6th Street Park Design Concept by EMI.



February 28, 2025

Michael Parks, City Administrator
City of Auburn
1 Auburn Way
Auburn, Georgia 30011
mparks@cityofauburn-ga.org

Re: New Park at 6th Concept Design Proposal

Dear Mr. Michael Parks,

CPL Architecture, Engineering, and Planning is pleased to submit this proposal for professional design services for the conceptual design plan for a neighborhood (“pocket”) park at 6th Street (Parcel ID AU11 059) with amenities to include a dog park, park entry (vehicular loop) with parking, signage at 6th street, and other park elements listed below to be considered for the site plan.

Program of Park Concept

The new neighborhood (pocket) park concept will include and/or address the following:

- Dog park: fenced in areas for large and small dogs.
- Park entry access from 6th Street:
 - Create a loop drive for parent pick up/drop off to adjacent Elementary School
 - Integrate entry with parking area options for park users.
 - Provide landscape design for entry, to include location for park sign.
- Recommendations for a prefabricated Picnic Pavilion and/or other prefabricated park structures.
- Walking trail(s) – Multi-use.
- Site furnishings: Benches, Picnic Tables, Water Fountain, Pet Waste Stations, Trash and/or Recycling Receptacles, Pedestrian Lighting, etc.
- General Landscape improvements for site.

Scope of Work & Deliverables

Professional Consultant Services will be provided by CPL in accordance with a developed scope of services. The following workflow process represents the Scope of Work needed to develop a neighborhood park concept plan. Detailed Project understandings, assumptions, and exclusions are considered as part of the final scope.



Phase 1 – Design Development Drawings

1. Pre-design – Data collection and Research (site visit time included).
2. Base Sheet Preparation – CPL will use an existing survey, GIS, aerial photography, and/or a field generated data of current conditions gathered during the Pre-design site visit to generate a base map to complete proposed park concept designs.
3. Project Kick-off Meeting – Review of Constraints & Program (Visioning). Meeting time is included to review the base map and program elements.
4. Preliminary Site Design – Design team to prepare one (1) hand drawn, black and white concept plan to illustrate potential layout and arrangement of program elements.
5. Review Meeting of Preliminary Concept Design – CPL design team to meet with City Officials prior to completing the final concept design and estimate of probable costs.
 - a. On-site review of concept is recommended.
6. Final Concept Plan – Based upon the direction established and any adjustments required following the review of the preliminary concept, a final rendered plan with labels shall be provided. As part of advancing the design, precedent imagery will be provided for recommended furnishings and proposed site structures. Final Concept Plan Drawing(s) will clearly indicate the following program elements:
 - a. Landscaped Areas and types of plantings.
 - b. Pavement areas and types of materials.
 - c. Types and location of seating.
 - d. Types and location of lighting.
 - e. Types and location of park structures.
 - f. Conceptual grades and drainage.
7. Estimate of Probable Costs.
8. Review of Final Concept Plan / Community Meeting Presentation (Auburn, Ga).
 - a. Final concept drawing with labels, image board(s), and estimate of probable costs will be provided to the Client for final review and comment. Time has been allocated in this task for a meeting with Client and minor adjustments to the final concept plan as directed by the Client.

Phase 2 – Construction Documents (TBD)

Based upon final approval of the Concept Design completed in Phase 1, the project's budget and any adjustments in the scope or quality of the project directed at this time, CPL will prepare Construction Documents (CDs). CDs will consist of drawings and specifications, providing information necessary for final pricing and installation of site work.

1. Site Survey – A topographic survey of the park parcel and adjacent areas along 6th Street is required prior to start of Construction Drawings, to be provided by the City of Auburn.
2. Construction Documents, Permitting, Bidding, and Construction Administration (TBD).

**Fee Proposal**

CPL will perform the Phase 1 scope of work outlined above for the lump sum amount specified below. Any additional services beyond this scope may be provided on an hourly basis, in accordance with the hourly rates listed in Appendix 'B'. Our fees for the scope are as follows:

Phase 1 Design – Development Drawings:

1. Pre-design – Data Collection (Site Visit)	\$ 1,020.00
2. Base Sheet Preparation	\$ 855.00
3. Project Kick-off Meeting	\$ 510.00
4. Preliminary Site Design Concepts (2 – 3 Concepts)	\$ 2,220.00
5. Review of Preliminary Concepts (Meeting)	\$ 675.00
6. Final Concept Plan (Rendering)	\$ 2,040.00
7. Estimate of Probable Costs	\$ 1,590.00
8. Review of Final Concept Plan / Community Meeting Presentation	\$ 765.00
<u>Budget Estimate for mileage, plots, copies, etc.</u>	<u>\$ 200.00</u>
Subtotal for Phase 1:	\$ 9,875.00

Phase 2 – Construction Documents:

1. Topographical Survey (by Others)	
2. Construction Documents, Permitting, Bidding, and Construction Administration	\$ TBD

CPL will not exceed the estimated design budget without authorization from the Client. Direct expenses will be billed at cost plus 15%. Direct expenses include, but are not limited to, reproduction cost, courier services, mileage, etc.

ASSUMPTIONS & CONCLUSIONS

- Property is owned by the City of Auburn.
- Client (City of Auburn) to provide CAD drawing files of existing survey.
- Fee does not include construction documents, permitting, bidding, or construction administration services.
- Permitting and permit related review fees are not included in the scope.
- A topographical survey of the entire site will be provided by the City prior to Phase 2 – Construction Documents.
- Preliminary site plans will be provided in freehand sketch.
- The existing pump station on site is excluded from the park design and will not be modified for the conceptual site plan.
- Geotechnical borings are not in this contract.
- There is no need for wetland delineation.
- Number of meetings are limited to those specified in the scope of work.
- Unsuitable soil or rock are not anticipated.
- No environmental or archeological studies are needed.
- Client will provide all existing data and access to data for the design team.



- No public involvement is anticipated.
- There are no state waters within 200 feet of the proposed construction zone.
- Water, power, and sewer are assumed to be available to the site.
- No irrigation design is anticipated at this time.
- Pavilions and playgrounds will be prefabricated selections if Client decides to include in park.
- No architectural drawings are anticipated in this fee.

TERMS AND CONDITIONS:

This agreement shall be administered in accordance with the Terms and Conditions listed in Appendix "A" attached hereto.

This document together with the exhibits and/or appendices identified herein constitutes the entire understanding between the City of Auburn City, Georgia and CPL with respect to the work to be performed by CPL for the benefit of the City of Auburn City, Georgia and may only be modified in writing signed by both parties. Please sign and return the enclosed copy of this letter if this document satisfactorily sets forth the understanding of the arrangement between the City of Auburn City, Georgia and CPL. Receipt of the signed agreement will serve as our notice to proceed. This Contract will be open for acceptance for sixty days from the date of this letter.

We look forward to working with you on this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rebecca M. Keefer".

Rebecca Keefer, AICP
Principal

IN WITNESS OF THE FOREGOING, the Parties have set their hands and sealed the day and year first written above.

CITY OF AUBURN:

BY: _____ ATTEST: _____



APPENDIX 'A'

TERMS AND CONDITIONS

1. Clark Patterson Lee (hereinafter called "CPL") shall perform the services defined in this Letter Agreement and Client agrees to pay CPL for said services as set forth below.
2. All documents including Drawings and Specifications prepared by CPL are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CPL for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to CPL. Any such verification or adaptation will entitle CPL to further compensation at rates to be agreed upon by Client and CPL.
3. Client agrees to additionally compensate CPL for services resulting from significant changes in general scope of Project, for revising previously accepted reports, studies, design documents, or Contract Documents, or for delays caused by others rather than CPL.
4. The hourly rates outlined in this contract are subject to an annual increase of up to 5 percent. This adjustment will take effect at the beginning of the calendar year.
5. Construction cost estimates prepared by CPL represents CPL's best judgment as professionals familiar with the construction industry. It is recognized, however, that CPL has no control over cost of labor, materials, or equipment, over contractors' methods of determining bid prices, or over competitive bidding or market conditions. CPL cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from cost estimates prepared by CPL.
6. If requested by Client or if required by the scope of services of the Agreement, CPL shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. However, CPL shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. CPL shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the contractor, subcontractors, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.
7. Surveying will be provided as stated in the Agreement. Surveying provided on an hourly basis will be charged with a 4-hour minimum at the hourly rates in effect at the time the service is performed. Replacement of survey markers resulting from contractor disturbance or vandalism will be accomplished on an hourly basis.
8. The cost of permits, fees, toll telephone calls, courier service, reproduction of reports, Drawings, and Specifications, transportation in connection with the Project, and other out of pocket expenses will be reimbursed to CPL by Client at cost plus 15%.
9. CPL shall submit monthly statements for services rendered and for reimbursable expenses incurred. Statements will be based upon CPL's time of billing. Payment is due upon receipt of CPL's Statement. If Client fails to make any payment due CPL for services and expenses within 30 days after the date of CPL's statement therefore, the amounts due CPL shall include a charge at the rate of 1.5% per month (18% per annum), or portion thereof, from said 30th day, and, in addition, CPL may, after giving 7 days' written notice to Client, suspend services under this Agreement until CPL has been paid in full all amounts due CPL are collected through an attorney or collection agency, Client shall pay all fees and costs of collection.
10. This Agreement may be terminated by either party upon 7 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault to the party initiating termination, or in the event Project is cancelled. In the event of termination, CPL shall be paid the compensation plus Reimbursable Expenses due for services performed to termination date.
11. This Agreement shall be governed by the laws of the State Georgia. Liability shall be limited to amount of the fees paid for professional services.



12. The services to be performed by CPL under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of CPL toward any persons not a party to this Agreement including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.
13. Client and CPL each binds himself and his partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither Client nor CPL shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other; however, CPL may employ others to assist in the carrying out of duties under this Agreement.
14. Client and CPL each binds himself and his partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither Client nor CPL shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other; however, CPL may employ others to assist in the carrying out of duties under this Agreement.
15. In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents, including electronic files, prepared by CPL without obtaining CPL's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore, the Client agrees to waive any claim against CPL and to release CPL from any liability arising directly or indirectly from such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless CPL from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. The Client also agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to CPL's construction documents, including electronic files, without the prior written approval of CPL and that further requires the Contractor to indemnify both CPL and the Client from any liability or cost arising from such changes made without such proper authorization.



APPENDIX 'B'
CPL HOURLY RATES

<i>BILLING ROLE</i>	<i>BILLING RATE</i>
Principal Architect/Engineer/Planner	\$ 270.00
Principal Consultant	\$ 180.00
Project Manager	\$ 180.00
Senior Planner	\$ 165.00
Senior Architect	\$ 165.00
Senior Engineer MEP	\$ 165.00
Senior Landscape Architect	\$ 165.00
Senior Engineer Civil/Structural	\$ 150.00
Senior Interior Designer	\$ 150.00
Planner	\$ 135.00
Project Architect	\$ 135.00
Project Engineer MEP	\$ 135.00
Project Engineer Civil/Structural	\$ 120.00
Resident Observer	\$ 120.00
Interior Designer	\$ 105.00
Junior Planner	\$ 90.00
Junior Engineer	\$ 90.00
Junior Draftsperson	\$ 90.00
Clerical Administrative	\$ 75.00
<i>Municipal Services</i>	
Building Plans Examiner	\$ 150.00
Building Inspector	\$ 135.00
Building Official	\$ 135.00
Senior Code Enforcement Officer	\$ 120.00
Soil and Erosion Control Supervisor	\$ 120.00
Soil and Erosion Control Inspector	\$ 105.00
Permit Technician	\$ 75.00



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: H

TO: Mayor and Council

FROM: Michael Parks
City Administrator

DATE: May 22, 2025

PURPOSE: To bring before the council the elevator maintenance agreement that we received from Otis Elevators and Vanguard Elevators.

BACKGROUND: The elevators at the Auburn Municipal Complex are currently serviced by Otis Elevator Company. Our service contract is up for renewal, and we have received two bids: one from our current provider, Otis Elevator, and another from Vanguard Elevator. Maintaining an elevator service contract will ensure the continued safe and reliable operation of the elevators.

RECOMMENDATION: To approve the Vanguard Elevator agreement at a rate of \$729.00 per month for a three-year term, after which it will continue on a year-to-year basis as presented by staff.

FUNDING: General Funds

ATTACHMENTS: Otis Elevators and Vanguard Elevator Maintenance Agreements



PREVENTATIVE MAINTENANCE AGREEMENT

Name:	City of Auburn – City Hall	Date:	4/23/25
Address:	1 Auburn Way Auburn, Georgia 30011	Proposal:	R25-11559

Vanguard Elevator proposes to furnish maintenance service as set forth in the paragraphs here in below, on the following elevator at the address stated above:

Two MRL Traction Passenger Elevators

Vanguard Elevator will: regularly and systematically examine; adjust, repair, clean and lubricate to meet our maintenance standards. Our maintenance agreement includes adjustment, repair, and lubrication the following equipment:

- Safety systems
- Controller components, relays, and wiring
- Fixtures; lamps, buttons, and switches
- Door operation systems and all components related
- Car positioning systems
- Clean machine room, car top, and pit to keep free of debris

This contract includes regular and systematic preventive maintenance visits and callbacks during our regular working hours. Our normal working hours are Monday through Friday, 8:00 am to 4:30 pm except all nationally recognized holidays.

Vanguard Elevator will provide annual safety testing as required by the local authority having jurisdiction. Testing will be performed as defined by the American National Safety Code for Elevators and Escalators (ANSI A17.1.) This will be done in accordance with the most current edition in effect on the anniversary date of this agreement. If during the test the safety system fails, you will be responsible for all necessary repairs. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests performed under this agreement. If during the initial firefighter's service test, related features are determined to be non-functioning, you will be responsible for repairing the related items as required by local authority having jurisdiction.

There will be no charge for minor parts and repairs, in our judgement, occurring under normal use and wear. As a courtesy for our established maintenance agreement, a 10% discount on all parts and labor from our established annual rates will be applied for all items needed for repairs not covered as described in our agreement.



For service calls placed outside of our normal working hours, you will be responsible for the overtime rate as defines by the current years established annual rates. Travel time, mileage and time spent on the job is included in the total labor cost. Should extensive work be required, the work will be done during normal business hours. Extensive work is defined by any work that cannot be completed in two hours or less, minus travel time.

Overtime service and repairs are not included in this agreement. If this overtime service or repair is requested, we will bill at our established billing rates for the requested work.

Under this contract we will maintain the entire elevator equipment as hereafter described in the terms and conditions subsequently set forth. We will use trained technicians supervised by us. They will be qualified to keep your equipment properly adjusted, and they will use all reasonable care to maintain the elevator in proper and safe operating condition.

You agree to provide us with the current wiring diagrams and any reflected changes to the original diagrams, special tools, monitoring devices, software, equipment designed to work with, repair, service or diagnose the equipment. All established maintenance control programs from the original equipment manufacturer and/or previous maintenance provider. A weatherproof and climate-controlled machine room is required for optimal performance of the equipment and will need to be provided. Safe access in and out of the working spaces of the equipment will be required.

There may be portions of this equipment that may be encoded with serialized onboard diagnostics or other diagnostic intelligence that is proprietary. If there is an issue with the elevator that cannot be remedied using all available resources and requires the OEM, the building owner agrees to obtain the assistance of the OEM and will be responsible for any fees that may be assessed from the OEM.

It is agreed that we do not assume possession or control of the elevator equipment, such remains yours solely as the owner, lessee or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, ordinance, regulation or code or changes made by the previous. We shall not be required to install new attachments, make replacements with parts of a different design, make reports of any kind to insurance companies or government bodies. By our discretion improve or modernize the equipment deemed current or obsolete, by design or operation from its existing conditions at the signing of this agreement. We assume no other responsibility for the elevator other than the specific work we perform under the agreement. This contract constitutes the entire agreement for the services described and all other representations, whether written or verbal, merged herein as stated in this contract. We will not be obligated to make any adjustments required by new or retroactive code changes.

The following items are not covered; hoist way or cab door panels, sills, door frames, main line switches and or breakers, feeders to controllers, smoke and fire sensors, fire service reports, security systems we have not installed, emergency lighting batteries and lowering batteries, machine room air conditioning or heaters, car top air conditioning or heaters, ventilation fans, communication devices, fire extinguishers, cosmetic, construction, or extra components added to the elevator system, repairing, replacing, refinishing the cab enclosure, ceiling, panels, fixtures, car flooring and covering, lighting fixtures, bulbs and covers, mechanical door protection, hydraulic jack outer casing, buried piping, alignment of guide rails, suspension cables/belts, drive motors, motor and belt monitors, drives and all other items set forth in this agreement.

Vanguard Elevator shall not be held responsible or liable for any loss, damage, injury, delay, or detention of any persons or property caused by acts of government, civil or military authorities, war, civil commotion, theft, vandalism, malicious



mischief, explosion, fire, power failure storms, lighting, water damage, natural or public catastrophe, acts of God, or by any other cause which is unavoidable or beyond reasonable control, and in any event, we shall not be responsible for consequential damages. It is agreed that in consideration for services of the services enumerated herein that nothing in this agreement or from this service shall be construed to suggest that the representatives assume any liability of any kind whatsoever on account of accidents, injuries, delays or detention to person or property. The equipment owner therefore remains directly responsible for the elevator and those passengers and property riding on or being around the associated areas. The owner will indemnify and hold harmless Vanguard Elevator, its officers, agents, and employees from all claims, demands, judgments, awards, and other liabilities including, and legal cost associated with such accidents or claims. Your duty to indemnify does not apply to the direct negligence of Vanguard Elevator or our employees.

It is mutually agreed upon the price set forth in the agreement is subject to adjustment based upon any increases or decreases in the local labor rate as set by nearest IUEC local. Any adjustments will be made on the anniversary date of the agreement. Payments are due within 15 days of invoice. Any overdue invoices are subject to a service charge of 1.5%, or the highest legal rate, whichever is less. Purchaser will reimburse Vanguard Elevator for all costs of collection, including without out limitation all reasonable attorney's fees and court costs.

You agree to notify us of any change in ownership, lessor, lessee, or management of the premises at least 30 days prior to the above-mentioned change. Failure to do so will incur the acceleration of the remaining balance due for each term, initial or subsequent.

The price for services herein shall be \$729.00 per month, payable monthly in advance. This service will commence on _____ 2025 and will continue for three years and after the initial term will continue year-to-year until terminated as provided herein. Either party may terminate the agreement at the end of each term by giving the other party ninety (90) days prior written notice.

Date: _____ 2025

Authorized signature/title

Michael Reid
Presentation
Michael Reid

Unless signed, dated and returned within 30 days, we reserve the right to withdraw our proposal. This proposal when accepted by you and approved by our representative shall constitute the contract between us, all prior representation or agreements not incorporated in writing herein are superseded. If any portion of this agreement is deemed unenforceable or invalid, the remaining provisions will remain in full effect.



MAYOR
Rick E. Roquemore

CITY ADMINISTRATOR
Michael E. Parks

CITY COUNCIL
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Joshua Rowan

AGENDA ITEM: Public Hearing & Voting Item 3

TO: Mayor and Council

FROM: Sarah McQuade
City Planner

DATE: June 6, 2025

PURPOSE: To amend the City of Auburn Zoning Ordinance to add a new section 17.60.214 – Single family owner occupancy

BACKGROUND: The proposed text amendment will add a section to the Zoning Ordinance in relation to the occupancy of single-family homes limiting the number of rental properties to 25% in new subdivision or development consisting of more than five (5) residential lots in the AG, R-100, PUD, PSV, RM-D or CCD district.

As part of the final plat review, a declaration of restrictive covenants will need to be recorded with the Clerk of Superior Court providing for a mandatory homeowners' or property owners' association. The declaration of restrictive covenants of the mandatory owners' association shall include a statement limiting the number of leased or rented homes to no more than twenty percent (20%) of the total number of units in the development. The declaration shall also require owners wishing to lease their property to obtain a written permit from the owners' association prior to renting or leasing.

The item was presented at the May 22, 2025, Mayor and City Council meeting. Discussion was had regarding the rental threshold, with a recommendation to reduce it from 20% to 10%. The revised ordinance has been included.

RECOMMENDATION: To recommend approval of the proposed text amendment, as presented.

FUNDING:
N/A

ORDINANCE NO. 25-005
**AN ORDINANCE TO AMEND THE CITY OF AUBURN ZONING ORDINANCE
TO ADD A NEW SECTION 17.60.214 SINGLE FAMILY OWNER OCCUPANCY
TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT
HEREWITH; AND FOR OTHER PURPOSES**

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

WHEREAS, changes in development patterns, proposed land uses, infrastructure and other matters warrant reviewing and updating portions of the Zoning Ordinance; and

WHEREAS, the Rowen development adjacent to the City proposes to create workspace for hundreds of new jobs, workers and potential residents inside the City; and

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of the City to review and evaluate the current Zoning Ordinance in view of current development trends and future land use plans in and near the City; and

WHEREAS, the City has undertaken and completed such review and evaluation; and

WHEREAS, as a part of that review process, the Planning Commission and City Council have conducted public hearings in accordance with Georgia law seeking comment on the amendments and updates to the Zoning Ordinance; and

WHEREAS, the City's Code Enforcement Officer, Police Officers and staff frequently encounter issues related to property maintenance; and

WHEREAS, the proposed amendment related to rental units is intended to promote and encourage property ownership as a civic virtue and good citizenship, a path to economic advancement, and a mechanism for ensuring property maintenance and promotion of increasing property values; and

WHEREAS, amendment provides a balancing of interests by allowing for reasonable accommodation for some rental units in a manner which is economically and racially neutral;

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens and businesses within the City to amend the Zoning Ordinance as outlined herein:

**NOW THEREFORE, THE COUNCIL OF THE CITY OF AUBURN HEREBY
ORDAINS THAT the following Subsection 17.60.214 is adopted as follows:**

17.60.214 Single Family Owner Occupancy

The provisions of this subsection shall apply to each new subdivision or development consisting of more than five (5) residential lots in the AG, R-100, PUD, PSV, RM-D or CCD district. Prior to the issuance of any building permit, the owner or developer shall record with the Clerk of Superior Court a declaration of restrictive covenants providing for a mandatory homeowners' or property owners' association. The declaration of restrictive covenants of the mandatory owners' association shall include a statement limiting the number of leased or rented homes to no more than ten percent (10%) of the total number of units in the development. The declaration shall also require owners wishing to lease their property to obtain a written permit from the owners' association prior to renting or leasing.

This ordinance shall be adopted effective immediately upon approval by the Mayor and City Council.

All other and further ordinances and parts of ordinances not in conflict with the foregoing subsection shall continue 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 June, 2025.

Richard E. Roquemore, Mayor

Joshua Rowan, Council Member

Taylor J. Sisk, Council Member

Robert Vogel, Council Member

Jamie Bradley, Council Member

ATTEST:

Brooke Haney
City Clerk