



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
February 13, 2025
6:00 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, Marc Pharr, Staci Waters, Brooke Haney, Iris Akridge

Also in Attendance: Jack Wilson

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

Pastor Marshall Clack gave the Invocation.

Mayor Roquemore gave the pledge.

Council Reports and Announcements

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

PUBLIC HEARING

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

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

Second by **Council Member Bradley**

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

Item 1.: Statewide Homestead Exemption Opt Out

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

Jack Wilson: Presented the Statewide Homestead Exemption Opt Out.

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

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

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

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

Second: by Council Member Rowan

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

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

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

Second: by Council Member Sisk

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

NEW BUSINESS

Citizen Comments on Agenda Items

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

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

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

Item 2: Consent Agenda

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

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

Motion: Made by Council Member Sisk to approve the remainder of the consent agenda

Second: by Council Member Rowan

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

VOTING ITEMS

Item 3: ESG Engineering

Iris Akridge Presented

Mayor Roquemore asked for a motion to approve the ESG Engineering Contract

Motion: Made by Council Member Rowan approve the ESG Engineering Contract

Second: Made by Council Member Bradley

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

Item 4: Council Meeting Recordings

Michael Parks Presented

Council Member Bradley asked Jack if the Video Recordings were for the Council Meetings only.

Council Member Rowan asked if the Video Recording will only be on You Tube. He also asked if it would start next Council Meeting.

Mayor Roquemore asked for a motion to approve the Council Meeting Recordings

Motion: Made by **Council Member Rowan** approve the ESG Engineering Contract

Second: Made by **Council Member Sisk**

Mayor Roquemore asked if there was any discussion; there was none. Vote was taken **Council**

Member Bradley voting no and **Council Member Sisk and Rowan** voting yes.

Citizen Comments

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

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

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

Second: By **Council Member Rowan**.

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

Respectfully submitted,

Read and approved this 13 Day of March 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

**CITY OF AUBURN
MAYOR and CITY COUNCIL
February 13, 2025
6:00 PM
Council Chambers
1 Auburn Way
Auburn, GA 30011**

COUNCIL REPORTS AND ANNOUNCEMENTS**PUBLIC HEARING**

1. Statewide Homestead Exemption Opt Out

NEW BUSINESS**Citizen Comments on Agenda Items**

1. Consent Agenda
 - a. Council Business Meeting Minutes
 - b. Council Workshop Meeting Minutes
 - c. Council Special Called Meeting Minutes
 - d. Weapon Transition
 - e. Arista Billing
 - f. Generac Extended Warranty
 - g. Candidate Qualifying Date and Fees for 2025 Election Cycle
 - h. Statewide Homestead Exemption Opt Out

VOTING ITEMS

2. ESG Engineering- Iris Akridge
3. Council Meeting Recordings- Michael Parks

CITIZEN COMMENTS**ADJOURNMENT**

Agenda subject to change prior to meeting



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Joshua Rowan

PUBLIC HEARING

TO: Mayor and Council

FM: Jack Wilson
City Attorney

DATE: February 13, 2025

INTENT TO OPT OUT OF HOMESTEAD EXEMPTION

The City Council City of Auburn intends to opt out of the statewide adjusted base year ad valorem homestead exemption for the City of Auburn, Georgia. All concerned citizens are invited to the public hearing on this matter to be held at City Hall, 1 Auburn Way, Auburn, Georgia 30011 on January 9, 2025, at 6:00 p.m. Times and places of additional public hearings on this matter are at City Hall, 1 Auburn Way, Auburn, Georgia 30011 on January 23, 2025, at 6:00 p.m. and on February 13, 2025 at 6:00 p.m.

Press Release

City of Auburn

HB 581 Opt Out

January 1, 2025

The City Council City of Auburn intends to hold public hearings to consider opting out of the statewide adjusted base year ad valorem homestead exemption for the City of Auburn, Georgia. All concerned citizens are invited to the public hearing on this matter to be held at City Hall, 1 Auburn Way, Auburn, Georgia 30011 on January 9, 2025 at 6:00 p.m. Times and places of additional public hearings on this matter are at City Hall, 1 Auburn Way, Auburn, Georgia 30011 on January 23, 2025 at 6:00 p.m. and on February 13, 2025 at 6:00 p.m. Public comment is invited and encouraged.

The Statewide Floating Homestead Exemption outlined in HB 581 and codified in O.C.G.A. Sec. 48-5-44.2 is considered an adjusted base-year homestead exemption, because it allows the homestead's base-year value to increase annually up to the inflation rate determined by the State Revenue Commissioner.

The Legislation allows local governments to remove themselves from the statewide exemption before March 1, 2025. Every local government is affected by the exemption differently based on its tax digest mixture (commercial, industrial, office, residential, vacant, etc.) and the average longevity of homestead properties. The City of Auburn anticipates being particularly impacted because of the high percentage of stable residential properties in its tax digest. Opting out provides the City needed flexibility to meet demands, provide services, and balance its budget with stability. This summary is provided to satisfy the requirements of HB 581 (O.C.G.A. Sec. 48-5-44.2(i)).

(1) A constitutional amendment is ratified and becomes effective on January 1, 2025, which authorizes the General Assembly to provide by general law for a homestead exemption that shall not be applicable to certain political subdivisions, which elect to opt out of the homestead exemption by a date certain; and

(2) The exemption granted by subsection (b) of this Code section shall not be applicable for any county, consolidated government, municipality, or school district for which the governing authority of such political subdivision adopts an opt-out resolution in accordance with subsection (i) of this Code section.

(i) The governing authority of any county, consolidated government, municipality, or school district may elect to opt out of the homestead exemption otherwise granted by subsection (b) of this Code section with respect to such political subdivision through the adoption of a resolution to do the same by March 1, 2025, after completing the following steps:

(1) The governing authority shall advertise its intent to do so and shall conduct at least three public hearings thereon, at least one of which shall commence between the hours of 6:00 P.M. and 7:00 P.M., inclusive, on a business weekday. The governing authority shall place an advertisement in a newspaper of general circulation serving the residents of the political subdivision and post such advertisement on its website, which shall read as follows:

'INTENT TO OPT OUT OF HOMESTEAD EXEMPTION

The (name of governing authority) intends to opt out of the statewide adjusted base year ad valorem homestead exemption for (name of the political subdivision).

All concerned citizens are invited to the public hearing on this matter to be held at (place of meeting) on (date and time).

Times and places of additional public hearings on this matter are at (place of meeting) on (date and time).'

354 Simultaneously with this notice the governing authority shall provide a press release to the
355 local media.

356 (2) The advertisement required by paragraph (1) of this subsection shall appear at least
357 one week prior to each hearing, be prominently displayed, be not less than 30 square
358 inches, and not be placed in that section of the newspaper where legal notices appear and
359 shall be posted on the appropriate website at least one week prior to each hearing. In
360 addition to the advertisement specified under this paragraph, the levying or
361 recommending authority may include in the notice reasons or explanations for its
362 intention to opt out of the homestead exemption.

363 (3) No resolution to opt out of the homestead exemption shall become effective with
364 respect to a political subdivision unless the procedures and hearings required by this
365 subsection are completed and a copy of such resolution is filed with the Secretary of State
366 by March 1, 2025."

367 **PART III**
368 **SECTION 3-1.**

369 Said title is further amended in Code Section 48-8-6, relating to prohibition of political
370 subdivisions from imposing various taxes, ceiling on local sales and use taxes, and taxation
371 of mobile telecommunications, by revising subsection (a) as follows:

372 "48-8-6.

373 ~~(a) There shall not be imposed in any jurisdiction in this state or on any transaction in this~~
374 ~~state local sales taxes, local use taxes, or local sales and use taxes in excess of 2 percent.~~
375 ~~For purposes of this prohibition, the taxes affected are any sales tax, use tax, or sales and~~
376 ~~use tax which is levied in an area consisting of less than the entire state, however~~
377 ~~authorized, including such taxes authorized by or pursuant to constitutional amendment;~~



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. 4

To: Mayor and Council
From: Chief Chris Hodge
Date: January 23, 2025

Purpose

Consider approving the replacement of our arsenal of Glock pistols with newer firearms equipped with weapon lights and the ACRO P-2 Red Dot Sight

Background

The Auburn Police Department currently outfits all sworn personnel with .40 caliber, Generation 5 Glock pistols. While they are still in good order, the department has an opportunity to purchase brand new Generation 5 (9MM) Glock pistols from AmChar Wholesale, Inc. Each new pistol will be equipped with the ACRO P-2 Reflex Red Dot Sight (see attached justification memorandum). The vendor has agreed to provide \$310.00 of trade-in credit for our current compliment of Generation 4 pistols, bringing the total cost of this transition to \$14,874.00. In addition to the Generation 5 Glock pistols, the Police Department will purchase 25 weapon lights and holsters to accommodate the firearms. The total cost of this transition will be: Pistols (\$14,874.00) + Weapon Lights (\$3,524.25) + (Holsters (\$3,265.00) = \$21,663.25.

The Police Department is also requesting permission to allow Department employees to purchase their *current* assigned Glock pistol from the City for the trade-in amount (\$310.00) plus fees from the wholesaler. This will allow the officer to obtain a Glock pistol at a reasonable price without costing the City any additional funding with the proposed purchase/weapon replacement.

Funding

The Auburn Police Foundation has tentatively agreed to donate \$15,000.00 to offset the costs associated with this purchase. The remaining costs will be taken from the Confiscated Asset Account. No City funds will be used in this purchase

Recommendation

Approve the trade-in and purchase of 25 Glock, Generation 5 (9MM) pistols, red dot sights, and weapon lights.



Chris Hodge
Chief of Police

City of Auburn **Police Department**

A Community Oriented Law Enforcement Agency

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



Rick Roquemore
Mayor

Attachments

1. Quotation from AmChar Wholesale dated 11/28/2024.
2. Quotation from Dana Safety Supply for 25 holsters
3. Red Dot Sight Justification



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

Rick Roquemore
Mayor

To: Mayor and Auburn City Council

From: Chief Chris Hodge #801

Cc: Michael Parks, Staci Waters, Sunshine Palmer

Date: 15 January 2025

RE: ACRO P-2 Red Dot Reflex Sight - Justification

Switching to handguns equipped with red dot sights for the Auburn Police Department (APD) can be justified through various factors related to improved accuracy, operational efficiency, officer safety, and modern tactical needs. Below are the key points that can support the transition:

1. Improved Accuracy and Faster Target Acquisition

- **Faster Targeting:** Red dot sights allow for quicker and more precise targeting, as officers can focus on the target while keeping both eyes open. This leads to faster identification of threats and the ability to respond more swiftly.
- **Increased Accuracy:** Studies and real-world use have shown that red dot sights improve shooting accuracy, especially under stress or in high-pressure situations, such as active shooter scenarios or when engaging moving targets.

2. Enhanced Situational Awareness

- **Retaining Peripheral Vision:** By using a red dot sight, officers maintain better peripheral vision, which is critical in dynamic situations where multiple threats may be present or when an officer needs to be aware of their surroundings.
- **Improved Target Focus:** With traditional iron sights, officers often have to line up front and rear sights with the target, which can be difficult under stress. Red dot sights simplify this process by allowing officers to focus on the target, rather than aligning the sights.

3. Reduced Training Time and Easier Transition



City of Auburn Police Department



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Chris Hodge
Chief of Police

1 Auburn Way Auburn, Georgia 30011
Telephone 770-513-8657

Rick Roquemore
Mayor

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- **Faster Training Curve:** Red dot sights are easier to use for officers who may struggle with traditional sights, especially under stressful conditions. The sight's simplicity (just placing the red dot on the target) can reduce the time needed for proficiency.
 - **Benefit to Newer or Less Experienced Officers:** Newer recruits may find red dot sights more intuitive and easier to master compared to traditional iron sights, potentially decreasing training time and enhancing early-stage performance.

4. Increased Officer Confidence and Safety

- **Less Stress in High-Stress Situations:** In high-stress environments, red dot sights can help officers feel more confident in their ability to accurately engage a threat, which could lead to less hesitation and quicker, more decisive action.
- **Reduced Risk of Misses:** With improved accuracy, officers are less likely to miss their shots or unintentionally hit bystanders, which contributes to both public safety and officer safety.

5. Adapting to Modern Policing Trends

- **Alignment with Modern Policing Trends:** Many law enforcement agencies across the country are adopting red dot sights for their firearms as part of a broader trend to modernize equipment and improve operational effectiveness. By transitioning to red dot-equipped handguns, APD can align with national best practices.
- **Integration with Other Equipment:** Red dot sights are often used in conjunction with other modern tactical gear, like body cameras, and rifles with optics. Transitioning to red dot-equipped handguns helps standardize the department's gear, making it easier for officers to operate across various platforms.

6. Research and Evidence Supporting Red Dot Sights

- **Data from Other Agencies:** Various law enforcement agencies that have switched to red dot sights have reported improvements in shooting accuracy and officer confidence in regular and low-light situations. There's also evidence suggesting a reduction in the number of missed shots during qualifications.

7. Operational and Long-Term Benefits

- **Durability and Reliability:** Modern red dot sights are designed to be rugged and can withstand the wear and tear of daily law enforcement use. With advancements in technology, red dot sights are now more reliable, durable, and have longer battery lives.



Chris Hodge
Chief of Police

City of Auburn **Police Department**

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1 Auburn Way Auburn, Georgia 30011
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Rick Roquemore
Mayor

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- **Cost Effectiveness Over Time:** While the initial investment in red dot sights may be higher, the benefits of improved accuracy, reduced training time, and potentially fewer incidents of missed shots can lead to cost savings in the long run through reduced liability and better overall performance.

Conclusion

By switching to handguns with red dot sights, the Auburn Police Department can improve the effectiveness and safety of its officers in critical situations. Enhanced accuracy, quicker target acquisition, and increased officer confidence are compelling reasons to adopt this technology. Additionally, as modern policing continues to evolve, transitioning to this equipment is in line with best practices across the country, making it a forward-thinking move for our department.



Quotation

775 GA-42 N.
McDonough, GA 30253
Phone: 800-333-0695 Ext. 116
Cell: 678-274-8433
Email: kenny.wesley@amchar.com

DATE 10/29/2024
Quotation # 202410CKW0019

Quotation For: AUBURN PD
AUBURN, GA
Contact Name: JEFFERY SCOTT
Email: Jeffery Scott <jscott@cityofauburn-ga.org>
Phone: (770) 513-8657

Number of days Quote is Valid: 30
Quotation valid until: 11/28/2024

Prepared by:[Kenny Wesley] Email: [kenny.wesley@amchar.com]

SALESPERSON	CUSTOMER ID	SHIP VIA	F.O.B. POINT	TERMS
CKW			Your Dept	N30
QUANTITY	DESCRIPTION	UNIT PRICE	DISCOUNT	AMOUNT
5	GLOGLAWPA455S302MOS7A1: GLOCK 45 G45 GEN 5 MOS DIRECT CUT HGA 9MM 4.0IN BBL ACRO P2 AMG NTF/NTR BLK 317RD MAGS	\$904.96		\$4,524.80
20	GLOGLAWPA475S302MOS7A1: GLOCK 47 G47 GEN 5 MOS DIRECT CUT HGA 9MM 4.5IN BBL ACRO P2 AMG NTF/NTR BLK 3 17RD MAGS	\$904.96		\$18,099.20
1	TRADE-INS....UPON RECEIPT OF (25) ANTICIPATED USED GLOCK GEN 5 22/23 HANDGUNS THE DEPARTMENT WILL BE ISSUED A CREDIT OF \$310.00 PER PISTOL EACH. TOTAL CREDIT AMOUNT WILL BE DETERMINED BY THE FINAL NUMBER OF TRADES RECEIVED. ESTIMATED TRADE IN CREDIT -\$7,750.00 ALL GUNS MUST COME WITH 3 MAGAZINES AND BE IN WORKING ORDER AND RUST FREE UNLESS PRIOR AGREEMENT HAS BEEN MADE. \$10.00 CHARGE FOR EACH MISSING MAGAZINE.			-\$7,750.00
If you choose to purchase the above listed items, we will require a department purchase order as well as any federal excise tax exempt forms required. Some orders will require ORIGINAL INK signed paperwork per the request of the manufacturer. Orders will not be placed until the proper paperwork has arrived. All paperwork should be faxed ATTENTION TO BILL @ Amchar Wholesale Inc.				SUBTOTAL \$14,874.00
				SHIPPING
				TOTAL DISCOUNT
				TOTAL \$14,874.00

All Quotes subject to factory price stability and may change without notice. Prices quoted are contingent to signed acceptance of this quotation

quotation

To accept this quotation, sign here and return By Fax:

THANK YOU FOR YOUR BUSINESS!

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	547410
Customer No.	AUBURNPOL

Bill To

AUBURN POLICE, CITY OF
hschotter@cityofauburn-ga.org
EMAIL ALL INVOICES - LT. SCHOTTER

Ship To

AUBURN POLICE, CITY OF
hschotter@cityofauburn-ga.org
EMAIL ALL INVOICES - LT. SCHOTTER

Contact:
Telephone: 770-513-8657
E-mail: accountspay@cityofauburn-ga.org

Contact:
Telephone: 770-513-8657
E-mail: accountspay@cityofauburn-ga.org

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
09/05/24	GROUND FREIGHT NON		PPAY & ADD TO INVOICE		NET30	
Entered By		Salesperson		Ordered By		Resale Number
RETAIL GA2		RETAIL ATLA		JEFF SCOTT		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
20	20	Y	MISC 7390RDS-8972-411 7390RDS - 7TS™ ALS® Mid-Ride Warehouse: ATLA		140.0000	2,800.00
5	5	Y	Glock 47 7378RDS-28325-411 SLD ALS PADDLE/BELT LOOP HOLSTER RH Warehouse: ATLA		93.0000	465.00
Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days						

Print Date	09/05/24
Print Time	02:13:10 PM
Page No.	1

Printed By: RETAIL GA2

Subtotal	3,265.00
Freight	0.00
Order Total	3,265.00



Quotation

775 GA-42 N.
McDonough, GA 30253
Phone: 800-333-0695 Ext. 116
Cell: 678-274-8433
Email: kenny.wesley@amchar.com

DATE 10/29/2024
Quotation # 202410CKW0035

Quotation For: AUBURN PD
AUBURN, GA
Contact Name: JEFFERY SCOTT
Email: Jeffery Scott <jscott@cityofauburn-ga.org>
Phone: (770) 513-8657

Number of days Quote is Valid: 30
Quotation valid until: 11/28/2024

Prepared by:[Kenny Wesley] Email: [kenny.wesley@amchar.com]

SALESPERSON	CUSTOMER ID	SHIP VIA	F.O.B. POINT	TERMS
CKW			Your Dept	N30
QUANTITY	DESCRIPTION	UNIT PRICE	DISCOUNT	AMOUNT
25	STR69260: STREAMLIGHT TLR-1 HL WEAPON LIGHT	\$139.97		\$3,499.25
If you choose to purchase the above listed items, we will require a department purchase order as well as any federal excise tax exempt forms required. Some orders will require ORIGINAL INK signed paperwork per the request of the manufacturer. Orders will not be placed until the proper paperwork has arrived. All paperwork should be faxed ATTENTION TO BILL @ Amchar Wholesale Inc.				SUBTOTAL \$3,499.25
				SHIPPING \$25.00
				TOTAL DISCOUNT
				TOTAL \$3,524.25

All Quotes subject to factory price stability and may change without notice. Prices quoted are contingent to signed acceptance of this quotation

To accept this quotation, sign here and return By Fax:

THANK YOU FOR YOUR BUSINESS!



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Joshua Rowan

AGENDA ITEM: e

TO: Mayor and Council

FM: Michael Parks
City Administrator

DATE: February 13, 2025

PURPOSE: To request Mayor and Council to approve Arista BPM for Utility Billing and Newsletter distribution.

BACKGROUND: The city currently uses ENCO for utility billing and monthly newsletters. However, there has been a delay in citizens receiving their bills on time. We reached out to Arista Billing for a quote on their services, which would result in savings for the city.

RECOMMENDATION: To approve canceling services with ENCO and proceed with Arista BPM for Utility Billing services.

ATTACHMENTS:
Arista BPM Quote
ENCO Statements

COST ANALYSIS

Arista BPM				
Solution	Base Price	Monthly Quantity	Recurring Monthly	Upfront Fees
Statement Account	\$0.135	3,836	\$517.86	
Delinquent Account	\$0.125	NA	---	
Suppressed Account	\$0.070	100	\$7.00	
Postcard	Quote based on specifications			
Other Application or default as indicated above/below	Quote based on specifications			
Additional Pricing				
Additional Page	\$0.060			
Duplex Page	\$0.010 Minimum Quote based on specifications	3,836	\$38.36	
PDF	\$0.01	NA	---	
Monthly Billing Statements			\$563.22	
Monthly Newsletter Insert (Estimate based on sample provided. Printed by third-party printer, delivered and stored at Arista for insertion)				
Insertion Fee	\$0.01	3,836	\$38.36	
Third-Party Insert Printing	Quote based on specifications	4,000	\$1,250.00 (+ Tax)	
Estimated Monthly Newsletters			\$1,288.36	
Other Charges				
Initial Setup			-----	\$3,000.00*
Minimum Monthly Charge	\$500.00			
Additional Charge for files under 500 pieces	\$10.00			
Programming Charge	\$150.00/hour			
Other Charges				\$3,000.00
TOTAL CHARGES			\$1,851.58	
DISCOUNT - Initial Setup Fee (50%)				(\$1,500.00)
GRAND TOTAL			\$1,851.58	\$1,500.00

*50% Discount applied to \$3,000.00 initial setup fee contingent on a 24 month Service Agreement.

Statement Printing



ENCO Utility Services Florida, LLC
PO BOX 5078
Tallahassee FL 32314-5078

Bill To
Accounts Payable
Auburn
P.O. Box 1059
Auburn GA 30011
United States

Ship To
Accounts Payable
Auburn
P.O. Box 1059
Auburn GA 30011
United States

Invoice
#INV68399
11/7/2024

Terms Net 30 Due Date 12/7/2024

PO #

Account 50035

Item	Unit Price	Qty	Amount
Statement Processing Services	\$0.175	3,835	\$671.10
Statement Processing Services			
Statements - Outsert	\$0.14	15	\$2.10
Outsert Statements Processed			
Statements - Household	\$0.14	22	\$3.08
Statements processed - Household			
Inserts - Inserted	\$0.01	3,835	\$38.35
Inserts processed. Inserted into bills: Newsletter			
Postage - Standard	\$2,097.84	1	\$2,097.84
Postage: Standard			
Description 11/05/24 Job Ticket			

Subtotal \$2,812.48
Tax Total \$0.00
Total \$2,812.48

Excess postage payments are applied towards next bill unless payment terms are otherwise noted.
Thank you for your business. We do request payment within 30 days of billing. Please contact the billing office for any
questions. This will be a PDF format change you will not see for future invoices.

Newsletter



ENCO Utility Services Florida, LLC
PO BOX 5078
Tallahassee FL 32314-5078

Bill To
Accounts Payable
Auburn
P.O. Box 1059
Auburn GA 30011
United States

Ship To
Accounts Payable
Auburn
P.O. Box 1059
Auburn GA 30011
United States

Terms Net 30 Due Date 12/18/2024

PO # Account 50035

Item	Unit Price	Qty	Amount
Inserts - Duplex, Color Inserts processed: Duplex, Color: December 2024 NL, 4,000 pcs. 11x17	\$1,161.58	1	\$1,161.58

Description
11/15/24 Job Ticket
Requested and approved by Matthew Reiter

December 2024 NL	Subtotal	\$1,161.58
	Tax Total	\$0.00
	Total	\$1,161.58

Discounts and 2% discounts are applied monthly and confirmation of discount payment is required within 10 days.
Thank you for your business. We request payment within 10 days of the bill date. Please contact the office within 10 days of the bill date.
Reschedule: When you have a 10% discount change you must do this before.

Invoice
#INV68602
11/18/2024



MAYOR
Rick E. Roquemore

CITY ADMINISTRATOR
Michael E. Parks

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

AGENDA ITEM: f

TO: Mayor and Council

FROM: Michael Parks City
Administrator

DATE: February 13, 2025

PURPOSE: To approve the extended warranties on the Generac generators that support the municipal complex.

BACKGROUND: The original warranty for the generators located behind the municipal complex has expired. The generators are used for both the city hall and the police station in case of a power outage. The replacement cost for the two generators is roughly \$297,000.00. Extending the warranties would act as an emergency contact for any issue with the generator.

RECOMMENDATION: To approve the warranties for the 10 years.

FUNDING: General Funds

ATTACHMENTS: Warranty contract



Corporate Office
3235 Veterans Circle
Birmingham, AL 35235

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Note: This Pricing is valid for 60 Days from the quote date.

November 21, 2024

Auburn City Hall
Attn: Nina Lewis (404) 678-3911
1 Auburn Way.
Auburn, GA. 30011
llewis@cityofauburn-ga.org

✓ Please check all appropriate boxes for desired service options.

Quote for Comprehensive Extended Warranty:

Generator Unit Info (Unit 1): Generac 250KW. Model #MG250 Serial #3013770496

- | | |
|--|------------|
| ☐ 5-C Extended Warranty: (5-Year) | \$3,200.00 |
| ☐ 7-C Extended Warranty: (7-Year) | \$4,975.00 |
| ☐ 10-C Extended Warranty: (10-Year) | \$7,570.00 |

Generator Unit Info (Unit 2): Generac 250KW. Model #MG250 Serial #3013770497

- | | |
|--|------------|
| ☐ 5-C Extended Warranty: (5-Year) | \$3,200.00 |
| ☐ 7-C Extended Warranty: (7-Year) | \$4,975.00 |
| ☐ 10-C Extended Warranty: (10-Year) | \$7,570.00 |

Accepted By: Rick Roquemore

Signature: [Signature] . Date 2/13/24

PO # (if Applicable), _____.

If purchase order numbers or work order numbers change annually, please provide them as soon as possible to avoid any billing issues.

Prepared By: Special Markets Department
Phone (855) 436-3773
Return Form To: Email: SpecialMarket@essellc.com

24 X 7 Emergency Service
Remote Monitoring

Scheduled Maintenance Agreements
Load Bank Testing

Extended Warranties
Rental Generator Sets



Generac Power Systems 10 Year (10C) Extended Limited Warranty for Industrial Standby Generators

For the period of warranty noted below, begins upon the successful start-up and/or on-line activation of the unit, Generac Power Systems, Inc. "Generac" warrants that its Generator and/or transfer switch system will be free from defects in material and workmanship for the items and period set forth below. Generac will, at its discretion, repair or replace any part(s) which, upon evaluation, inspection and testing by Generac or an Authorized Generac Service Dealer, is found to be defective. Any equipment that the purchaser/owner claims to be defective must be evaluated by the nearest Authorized Generac Service Dealer. Emissions components are excluded from coverage under this extended warranty. Emissions warranty coverage is detailed in a separate emissions warranty.

Warranty Coverage: Warranty coverage period is for Ten (10) years or two-thousand (2,000) hours, whichever occurs first.

Warranty Coverage in Year(s) 1-10
Parts, Labor and Limited Travel

*Not available for units outside the USA, USA Territories and Canada.

Limited Gearbox Coverage:

Year(s): 1-5 Coverage	Year(s): 6-10 Coverage
Limited Parts and Labor	Limited Parts Only

Guidelines:

1. Unit must be registered and proof of purchase available
2. Any and all warranty repairs and/or concerns must be performed and/or addressed by an Authorized/Certified Generac Service Dealer, or branch thereof. Repairs or diagnostics performed by individuals other than Authorized/Certified Generac Service Dealers not authorized in writing by Generac will not be covered.
3. This Warranty is transferable between ownership of original install site.
4. Generac supplied engine coolant heaters (block-heaters), heater controls and circulating pumps are only covered during the first year of the warranty provision.
5. Generac may choose to repair, replace or refund a piece of equipment in its sole discretion.
6. Enclosures are warranted against rust for the first year of ownership only. Damage caused after receipt of generator is the responsibility of the owner and is not covered by this warranty. Nicks, scrapes, dents or scratches to the painted enclosure should be repaired promptly by the owner.
7. Warranty only applies to permanently wired and mounted units.
8. Damage to any covered components or consequential damages caused by the use of a non-OEM part will not be covered by the warranty.
9. Proof of performance of all required maintenance must be available.
10. Travel allowance is limited to 300 miles maximum and seven and half (7.5) hours maximum (per occurrence, whichever is less) round trip from the nearest Authorized Generac Dealer. Any additional travel required will not be covered.
11. Engines, driven components and fuel tanks used in Generac's standby power products system can carry a separate manufacturer's (OEM) warranty (the "OEM Warranties"), unless otherwise expressly stated. OEM Warranties are in addition to this Warranty. All warranty claims for defects in material and/or workmanship on Generac product OEM components, may be directed through the OEM distributor/dealer network. OEM Warranties may vary and are subject to change. Generac shall have no liability under OEM warranties.

The following will NOT be covered by this warranty:

1. Costs of normal maintenance (i.e. tune-ups, associated part(s), adjustments, loose/leaking clamps, installation and start-up).
2. Damage/failures to the generator and/or transfer switch system caused by accidents, shipping, handling, or improper storage.
3. Damage/failures caused by operation with improper fuels, speeds, loads or installations other than what's recommended or specified by Generac Power Systems.
4. Damage to the generator and/or transfer switch due to the use of non-Generac parts and/or equipment, contaminated fuels, oils, coolants/antifreeze or lack of proper fuels, oil or coolants/antifreeze.
5. Failures due to normal wear and tear, accident, misuse, abuse, neglect, improper installation, improper sizing, or rodent and/or insect infestation.
6. Rental equipment used while warranty repairs are being performed and/or any extraordinary equipment used for removal and/or reinstallation of generator (i.e. cranes, hoists, lifts, et. al.).
7. Planes, ferries, railroad, buses, helicopters, snowmobiles, snow-cats, off-road vehicles or any other mode of transport deemed not standard by Generac.
8. Products that are modified or altered in a manner not authorized by Generac in writing.
9. Starting batteries, fuses, light bulbs, engine fluids and any related labor.
10. Steel enclosures that rust as a result of improper installation, location in a harsh or salt water environment, or are scratched where the integrity of applied paint is compromised.
11. Units sold, rated or used for "Prime Power", "Trailer Mounted" or "Rental Unit" applications as defined by Generac. Contact an Authorized Generac Service Dealer for definitions.
12. Shipping costs associated with expedited shipping.
13. Additional costs for overtime, holiday or emergency labor costs for repairs outside of normal business hours.
14. Any incidental, consequential or indirect damages caused by defects in materials or workmanship, or any delay in repair or replacement of the defective part(s).
15. Failures caused by any act of God or external cause including without limitation, fire, theft, freezing, war, lightning, earthquake, windstorm, hail, water, tornado, hurricane, or any other matters which are reasonably beyond the manufacturer's control.

THIS WARRANTY SUPERSEDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. SPECIFICALLY, GENERAC MAKES NO OTHER WARRANTIES AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES WHICH ARE ALLOWED BY LAW, SHALL BE LIMITED IN DURATION TO THE TERMS OF THE EXPRESS WARRANTY PROVIDED HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. GENERAC'S ONLY LIABILITY SHALL BE THE REPAIR OR REPLACEMENT OF PART(S) AS STATED ABOVE. IN NO EVENT SHALL GENERAC BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH DAMAGES ARE A DIRECT RESULT OF GENERAC'S NEGLIGENCE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU ALSO HAVE OTHER RIGHTS FROM STATE TO STATE.

GENERAC POWER SYSTEMS, INC. • P.O. BOX 8 • Waukesha, WI, USA 53187
Ph: (888) GENERAC (436-3722) • Fax: (262) 544-4851

To locate the nearest Authorized Dealer and to download schematics, exploded views and parts lists
visit our website: www.generac.com

Garantía limitada extendida de 10 años (10C) de Generac Power Systems para los generadores de respaldo industriales

Durante el período de garantía indicado abajo, que comienza desde la puesta en marcha y/o activación exitosa en línea de la unidad, Generac Power Systems, Inc. "Generac" garantiza que su sistema de generador y/o interruptor de transferencia estará libre de defectos de material y/o mano de obra para los fiems y el período indicados a continuación. Generac, a su discreción, reparará o sustituirá cualquier pieza o piezas que, por medio de la evaluación, inspección y prueba efectuada por Generac o un concesionario de servicio autorizado de Generac, se determine que es o son defectuosas(s). Todo equipo que el comprador o propietario reclame como defectuoso debe ser evaluado por el concesionario de servicio autorizado de Generac más cercano. Los componentes relacionados con emisiones están excluidos de la cobertura bajo esta garantía extendida. La cobertura de la garantía de emisiones se detalla por separado en una garantía de emisiones.

Cobertura de la garantía: El período de cobertura de la garantía es de diez (10) años o dos mil (2000) horas, lo que ocurra primero.

Cobertura de la garantía en los años 1 a 10
Sobre piezas, mano de obra y gastos de viaje limitados

*No disponible para unidades fuera de los EE. UU., Territorios de los EE. UU. y Canadá.

Cobertura limitada sobre la caja de engranajes:

Año(s) de cobertura: 1 a 5	Año(s) de cobertura: 6 a 10
Limitada sobre piezas y mano de obra	Limitada solo sobre piezas

Directrices:

1. La unidad debe estar registrada y tener prueba de compra disponible.
2. Cualquiera y todas las reparaciones y/o preocupaciones por garantía deben ser efectuadas y/o dirigidas por un concesionario de servicio autorizado o certificado de Generac, o una sucursal de este. Las reparaciones o los diagnósticos efectuados por personas diferentes de los concesionarios de servicio autorizados o certificados de Generac, no autorizados por escrito por Generac, no serán cubiertos.
3. Esta garantía es transferible entre propietarios del sitio de instalación original.
4. Los calentadores de refrigerante del motor (calentadores de bloque), los controles del calentador y las bombas de circulación suministrados por Generac solo están cubiertos durante el primer año de prestación de la garantía.
5. Generac puede elegir reparar, sustituir o reembolsar una pieza del equipo a su exclusiva discreción.
6. Los gabinetes están garantizados contra corrosión solamente durante el primer año de propiedad. El daño causado después de la recepción del generador es responsabilidad del comprador y no está cubierto por esta garantía. Las muescas, raspaduras, abolladuras o rayaduras de gabinete pintado deben ser reparadas sin demora por el propietario.
7. La garantía corresponde solamente a las unidades conectadas y montadas en forma permanente.
8. Los daños a cualquier componente o los daños emergentes causados por el uso de una pieza que no sea OEM no estarán cubiertos por la garantía.
9. Debe haber disponible prueba de la ejecución de todo el mantenimiento requerido.
10. Las asignaciones para viaje están limitadas a 300 millas como máximo y siete horas y media (7.5) horas como máximo (por ocurrencia, lo que sea menor), viaje de ida y vuelta, desde el concesionario autorizado de Generac más cercano. Todo gasto de viaje adicional requerido no será cubierto.
11. Los motores, los componentes accionados y los tanques de combustible usados en los productos de respaldo de Generac pueden llevar una garantía de fabricante (OEM) separada (las "Garantías OEM"), a menos que se estipule expresamente lo contrario. Las garantías de OEM son un agregado a esta garantía. Todos los reclamos de garantía por defectos de material y/o mano de obra en los componentes OEM del producto Generac, pueden ser dirigidos a través de la red de distribuidores/concesionarios OEM. Las garantías de OEM pueden variar y están sujetas a cambios. Generac no tendrá responsabilidad bajo las Garantías OEM.

Lo siguiente NO será cubierto por esta garantía:

1. Los costes del mantenimiento normal (es decir: afinaciones, piezas relacionadas, ajustes, abrazaderas sueltas o con fugas, instalación y puesta en marcha).
2. Los daños/fallos del sistema de generador y/o interruptor de transferencia causados por accidentes, envío, manipulación, o almacenamiento incorrecto.
3. Los daños/fallos causados por la operación con combustibles, velocidades, cargas, o instalaciones incorrectas diferentes de las recomendadas o especificadas por Generac Power Systems.
4. Daño al generador y/o el interruptor de transferencia debido al uso de piezas y/o equipos que no sean de Generac; combustibles, aceites, refrigerantes/anticongelantes contaminados; o falta de combustibles, aceites, refrigerantes/anticongelantes apropiados.
5. Fallos debidos a: desgaste y daño normal, accidente, uso indebido, abuso, negligencia, instalación incorrecta, dimensionamiento incorrecto, o plagas de roedores y/o insectos.
6. Equipos arrendados usados mientras se llevan a cabo reparaciones de garantía y/o todos los equipos extraordinarios usados para retirar y/o reinstalar el generador, (esto es: grúas, malacates, elevadores, etc.).
7. Aeronaves, transbordadores, ferrocarril, autobuses, helicópteros, motocicletas para nieve, camiones para nieve, vehículos fuera de ruta o cualquier otro modo de transporte no considerado estándar por Generac.
8. Los productos que sean modificados o alterados en forma no autorizada por Generac por escrito.
9. Las baterías de arranque, fusibles, bombillas de luz, fluidos para el motor y mano de obra relacionada.
10. Los gabinetes de acero que se corroen debido a instalación incorrecta, ubicación en un entorno agresivo o con agua salada, o se rayen donde esté comprometida la integridad de la pintura aplicada.
11. Las unidades vendidas, calificadas para, o usadas en aplicaciones de "Alimentación eléctrica principal", "Montada en remolque" o "Unidad en alquiler" como las define Generac. Comuníquese con un concesionario autorizado de Generac para obtener las definiciones.
12. Los costes de envío asociados con envío urgente.
13. Los costes adicionales por horas extra y feriados o los costes de mano de obra de emergencia por reparaciones fuera del horario de trabajo normal.
14. Todos los daños accesorios, emergentes o indirectos causados por defectos en los materiales o mano de obra o toda demora en la reparación o sustitución de la(s) pieza(s) defectuosa(s).
15. Los fallos causados por cualquier acto de fuerza mayor o causa externa, que incluyen, sin limitaciones, incendio, robo, congelamiento, guerra, rayos, terremoto, tormenta de viento, granizo, agua, tornado, huracán, o cualesquiera otros asuntos que estén fuera del control razonable del fabricante.

ESTA GARANTÍA SUSTITUYE CUALQUIER OTRA GARANTÍA, EXPRESA O IMPLÍCITA. ESPECÍFICAMENTE, GENERAC NO EXTIENDE NINGUNA OTRA GARANTÍA ACERCA DE LA COMERCIALIZACIÓN O APTITUD PARA UN PROPÓSITO EN PARTICULAR. LA DURACIÓN DE TODAS LAS GARANTÍAS IMPLÍCITAS PERMITIDAS POR LA LEY ESTARÁ LIMITADA A LAS CONDICIONES DE LA GARANTÍA EXPRESA ESTIPULADA EN LA PRESENTE. ALGUNOS ESTADOS NO PERMITEN LIMITACIONES DE LA DURACIÓN DE UNA GARANTÍA IMPLÍCITA; POR LO TANTO, LA LIMITACIÓN PRECEDENTE PUEDE NO APLICARSE A USTED. LA ÚNICA RESPONSABILIDAD DE GENERAC SERÁ REPARAR O SUSTITUIR LA(S) PIEZA(S) COMO SE ESTIPULÓ PRECEDENTEMENTE. GENERAC NO SERÁ RESPONSABLE EN NINGÚN CASO POR NINGÚN DAÑO ACCESORIO O EMERGENTE, AUN CUANDO TAL DAÑO SEA RESULTADO DIRECTO DE LA NEGLIGENCIA DE GENERAC. ALGUNOS ESTADOS NO PERMITEN LA EXCLUSIÓN O LIMITACIÓN DE DAÑOS ACCESORIOS O EMERGENTES, DE MANERA QUE LA LIMITACIÓN PRECEDENTE PUEDE NO APLICARSE A USTED. ESTA GARANTÍA LE OTORGA DERECHOS LEGALES ESPECÍFICOS. USTED TAMBIÉN TIENE OTROS DERECHOS QUE VARIAN EN DIFERENTES ESTADOS.

GENERAC POWER SYSTEMS, INC. • P.O. BOX 8 • Waukesha, WI 53187, EE. UU.
Tel.: (888) GENERAC (436-3722) • Fax: (262) 644-4851

Para ubicar al concesionario autorizado más cercano y descargar diagramas esquemáticos, despieces y listas de piezas
visite nuestro sitio Web: www.generac.com

Número de pieza 0L2381

Revisión E (04/15)

Garantie limitée prolongée de 10 ans (10C) de Generac Power Systems sur les générateurs de secours industriels

Pendant la période de garantie mentionnée ci-bas, qui débute dès le démarrage réussi de l'appareil ou l'activation en ligne de l'appareil, Generac Power Systems, Inc. (Generac) garantit que son générateur ou son commutateur de transfert seront exempts de vices de matériaux et fabrication en ce qui concerne les éléments et la période indiqués ci-dessous. À sa seule discrétion, Generac réparera ou remplacera toute pièce qui est jugée défectueuse après l'évaluation, l'inspection et la mise à l'essai par Generac ou un fournisseur de services d'entretien agréé de Generac. Tout équipement que l'acheteur/propriétaire prétend être défectueux doit être évalué par le fournisseur de services d'entretien agréé de Generac le plus près. Les composants relatifs aux émissions ne sont pas couverts en vertu de la présente garantie. La couverture des composants relatifs aux émissions est détaillée dans une garantie distincte. Couverture de la garantie : La période de garantie est de dix (10) ans ou de deux mille (2 000) heures, selon la première éventualité.

Période de garantie de 1 à 10 ans
Pièces, main-d'œuvre et couverture limitée des déplacements

* Ne s'applique pas aux produits se trouvant à l'extérieur des États-Unis, des territoires des États-Unis et du Canada.

Couverture limitée de la boîte à engrenages :

Période : couverture de 1 à 5 ans	Période : couverture de 6 à 10 ans
Couverture limitée – pièces et main-d'œuvre	Couverture limitée – pièces seulement

Lignes directrices :

1. L'appareil doit être enregistré, et la preuve d'achat doit être présentée sur demande.
2. Toute réparation sous garantie ou préoccupation relative à la présente garantie doit être effectuée ou traitée par un fournisseur de services d'entretien agréé/autorisé de Generac ou par l'une de ses succursales. Toute réparation ou évaluation effectuée par des personnes autres que des fournisseurs de services d'entretien agréés/autorisés de Generac qui n'a pas été autorisée par écrit par Generac ne sera pas couverte.
3. La présente garantie est transférable conjointement à la propriété du site d'installation d'origine.
4. Les chauffe-bouillottes à liquide de refroidissement du moteur (chauffe-moteur), les commandes de chauffage et les pompes de circulation fournies par Generac ne sont couvertes que pendant la première année de la période de garantie.
5. Generac peut choisir, à sa seule discrétion, de réparer, de remplacer ou de rembourser une pièce d'équipement.
6. Les boîtiers sont garantis contre la rouille pendant la première année de possession seulement. Les dommages causés après la réception du générateur sont la responsabilité du propriétaire et ne sont pas couverts par la présente garantie. Les entailles, éraflures, bosses ou égratignures au boîtier peint doivent être réparées sans délai par le propriétaire.
7. La garantie s'applique uniquement aux appareils montés et câblés en permanence.
8. Aucun dommage ou dommage indirect à toute pièce couverte découlant de l'utilisation de pièces non fabriquées par un fabricant d'équipement d'origine ne sera couvert par la garantie.
9. Une preuve d'exécution de tous les travaux d'entretien requis doit être présentée sur demande.
10. La présente garantie couvre les déplacements aller-retour d'un maximum de 480 km (300 milles) et de sept heures et demie (7,5) (par déplacement, selon le moindre des deux) à partir du fournisseur de services d'entretien agréé de Generac le plus près. Tout déplacement supplémentaire requis ne sera pas couvert.
11. Les moteurs, les pièces d'entraînement et les réservoirs de carburant utilisés dans les systèmes d'alimentation de secours de Generac peuvent être protégés au titre de la garantie d'un fabricant d'équipement distinct (les « garanties des fabricants d'équipement d'origine »), sauf indication expresse à l'effet contraire. Les garanties des fabricants d'équipement d'origine s'ajoutent à la présente garantie. Toute réclamation au titre de la garantie pour vices de matériaux ou de fabrication de pièces d'un fabricant d'équipement d'origine sur un produit Generac peut être faite auprès du distributeur ou du réseau de fournisseurs de ce fabricant d'équipement d'origine. Les garanties des fabricants d'équipement d'origine peuvent varier et faire l'objet de modifications. Generac n'a aucune responsabilité découlant des garanties des fabricants d'équipement d'origine.

Les éléments suivants ne seront PAS couverts par la présente garantie :

1. Les coûts d'entretien normal (c'est-à-dire mises au point, réglages de pièces associées, ajustements, resserrage de fixations, installation et démarrage).
2. Les dommages/défaillances du générateur et/ou du commutateur de transfert causés par un accident, le transport, la manutention ou un entreposage inadéquat.
3. Les dommages/défaillances causés par l'utilisation de carburants inappropriés ou l'utilisation à des vitesses, avec des charges ou selon une installation autres que ce qui est recommandé ou spécifié par Generac Power Systems.
4. Les dommages au générateur et/ou au commutateur de transfert causés par l'utilisation de pièces ou d'équipement non fabriqués par Generac, de carburant, d'huile, de liquide de refroidissement et d'antigel contaminé ou encore du manque de carburant, d'huile, de liquide de refroidissement et d'antigel.
5. Les défaillances causées par l'usure normale, un accident, une utilisation inappropriée, une utilisation abusive, une négligence, une installation inadéquate, un dimensionnement inadéquat ou une infestation de rongeurs ou d'insectes.
6. L'équipement de location utilisé pendant que des réparations sous garantie sont effectuées et/ou tout équipement extraordinaire utilisé pour retirer ou réinstaller le générateur (c'est-à-dire grues, appareils de levage, élévateurs, etc.).
7. Les avions, les traversiers, les trains, les autobus, les hélicoptères, les motoneiges, les dameuses, les véhicules hors route ou tout autre moyen de transport jugé non standard par Generac.
8. Les produits modifiés ou altérés d'une manière qui n'a pas été autorisée par écrit par Generac.
9. Les batteries de démarrage, les fusibles, les ampoules électriques, les fluides de moteur et toute main-d'œuvre connexe.
10. Les boîtiers en acier qui rouillent en raison d'une installation inadéquate, d'une installation dans un environnement difficile ou salin ou d'égratignures qui compromettent l'intégrité de la peinture appliquée sur le boîtier.
11. Les appareils vendus, cotés ou utilisés selon les applications suivantes, telles qu'elles sont définies par Generac : « puissance électrique de base », « monté sur remorque » ou « unité de location ». Communiquez avec un fournisseur de services d'entretien agréé Generac pour obtenir les définitions de ces termes.
12. Les coûts d'expédition liés à l'expédition accélérée.
13. Les coûts supplémentaires liés aux heures supplémentaires, aux jours fériés ou aux services d'urgence pour toute réparation effectuée en dehors des heures normales de bureau.
14. Tout dommage accessoire, subséquent ou indirect causé par une défectuosité en matériel ou en fabrication, ou par tout retard dans la réparation ou le remplacement d'une ou de pièces défectueuses.
15. Les défaillances causées par un acte de la nature ou une cause externe y compris, sans toutefois s'y limiter, le feu, le vol, le gel, la guerre, la foudre, un tremblement de terre, une tempête, la grêle, la pluie, une tornade, un ouragan ou toute autre situation qui est raisonnablement hors du contrôle du fabricant.

LA PRÉSENTE GARANTIE REMPLACE TOUTES LES AUTRES GARANTIES, EXPLICITES OU IMPLICITES. EN PARTICULIER, GENERAC N'OFFRE AUCUNE AUTRE GARANTIE QUANT À LA QUALITÉ MARCHANDE OU À LA CONVENANCE À UN USAGE PARTICULIER. TOUTE GARANTIE IMPLICITE AUTORISÉE PAR LA LOI SERA LIMITÉE À LA DURÉE DE LA PÉRIODE DE LA PRÉSENTE GARANTIE EXPLICITE. CERTAINS ÉTATS OU PROVINCES NE PERMETTENT PAS LES LIMITATIONS SUR LA DURÉE D'UNE GARANTIE IMPLICITE ET, PAR CONSÉQUENT, LA PRÉSENTE LIMITATION PEUT NE PAS S'APPLIQUER. LA RESPONSABILITÉ DE GENERAC SE LIMITERA À LA RÉPARATION OU AU REMPLACEMENT DES PIÈCES, COMME INDiqué PRÉCÉDEMMENT. EN AUCUN CAS GENERAC NE POURRA ÊTRE TENU RESPONSABLE DE TOUT DOMMAGE ACCESSOIRE OU INDIRECT, MÊME SI CES DOMMAGES SONT LE RÉSULTAT D'UNE NÉGLIGENCE DE LA PART DE GENERAC. CERTAINS ÉTATS OU PROVINCES N'AUTORISENT PAS L'EXCLUSION NI LA LIMITATION DES DOMMAGES ACCESSOIRES OU INDIRECTS ET, PAR CONSÉQUENT, LA LIMITATION ÉNONCÉE CI-DESSUS PEUT NE PAS S'APPLIQUER. CETTE GARANTIE VOUS CONFÈRE DES DROITS LÉGAUX SPÉCIFIQUES, VOUS POUVEZ ÉGALEMENT JOUIR D'AUTRES DROITS QUI VARIENT SELON L'ÉTAT OU LA PROVINCE.

GENERAC POWER SYSTEMS, INC. • C.P. 8 • Waukesha, WI (É.-U.) 53187
Téléphone : (888) GENERAC (436-3722) • Télécopieur : (262) 544-4851

Pour trouver le fournisseur agréé le plus près et pour télécharger les schémas, les vues éclatées et les listes de pièces, visitez notre site Web : www.generac.com



MAYOR
Rick E. Roquemore

**CITY
ADMINISTRATOR**
Michael Parks

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

Agenda Item No. g

To: Mayor and Council

From: Brooke Haney,
City Clerk

Date: February 13, 2025

Purpose

To recommend the approval of the Qualifying Dates and Qualifying Fees for the 2025 Election cycle.

Background

The qualifying fee for Mayor and Council Member seats is based on 3% percent of the salary. The yearly salary for the Mayor's seat is \$18,000. The yearly salary for the Council Member's seat is \$4,800.

Pursuant to O.C.G.A §21-2-131(a)(1), the governing authority of the City of Auburn announces the following qualifying fees for the local offices to be filled in the 2025 Municipal General Election:

OFFICE	FEE
Council Member (To Succeed Robert L. Vogel III)	\$144.00
Council Member (To Succeed Taylor Sisk)	\$144.00

Candidates must pay to the city a qualifying fee of \$144.00 to run for a Council Member's seat. The Municipal General Election will be to elect two Council Members.

In accordance to O.C.G.A 21-2-132 (3) (a) and State Bill 199; the qualifying period will be the week of August 21, 2025. Qualifying will begin Monday, August 18, 2025, at 8:30 a.m. The qualifying period will be Monday, August 18, 2025 – Thursday, August 21, 2025, from 8:30 a.m. to 4:30 p.m. and Friday, August 22, 2025 from 8:30 a.m. to 12:30 p.m. at the Auburn City Hall located at 1 Auburn Way in Auburn. The City must qualify for a minimum of three consecutive days but no more than five days and shall commence no earlier than 8:30am on that Monday but end no later than 4:30pm on the following Friday.

The Municipal General Election will be held at the Hmong New Hope Alliance Church, 1622 Union Grove Church Rd. Auburn, GA 30011 on November 4, 2025. If a Runoff is necessary, it will be held at the same location on Tuesday, December 2, 2025. The polling location will be open from 7:00 a.m. until 7:00 p.m.

The state law requires that the qualifying fees be published on or before February 1, 2025, so the fees will need to be published in the January 29, 2025, paper.

Funding

Operational Budget

Recommendation

To recommend the approval of the Qualifying Dates and Qualifying fees for the 2025 Election cycle.

Attachment

Council Qualifying Fees Chart

Mayor & Council Qualifying Fees Chart - 2025

OFFICE	FEE
Council Member (To Succeed Robert L. Vogel III)	\$144.00
Council Member (To Succeed Taylor Sisk)	\$144.00

ORDINANCE NO. 25-001

AN ORDINANCE FOR 2025 MUNICIPAL ELECTION

WHEREAS, The City of Auburn will hold elections for two City Council seats in 2025 in accordance with State law; and

WHEREAS, it is in the best interest of its citizens, to confirm dates and qualifying fees consistent with State law; and

WHEREAS, the Barrow County Elections Superintendent has requested the adoption of this ordinance to coordinate dates and qualifying fees pursuant to the Intergovernmental Agreement for conducting Municipal Elections;

NOW, THEREFORE THE COUNCIL OF THE CITY OF AUBURN GEORGIA HEREBY ORDAINS AS FOLLOWS:

Pursuant to O.C.G.A §21-2-131(a)(1), the governing authority of the City of Auburn adopts and announces the following qualifying fees for the local offices to be filled in the 2025 Municipal General Election:

The Municipal General Election will be to elect two Council Members. In accordance to O.C.G.A 21-2-132 (3) (a) and State Bill 199;qualifying will begin Monday, August 18, 2025, at 8:30 a.m. The qualifying period will be Monday, August 18, 2025 – Thursday, August 21, 2025, from 8:30 a.m. to 4:30 p.m. and Friday, August 22, 2025 from 8:30 a.m. to 12:30 p.m. at the Auburn City Hall located at 1 Auburn Way in Auburn. Candidates must pay to the City a qualifying fee of \$144.00 to run for a Council Member seat.

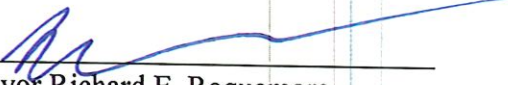
OFFICE	QUALIFYING FEE
Council Member (To Succeed Robert L. Vogel III)	\$144.00
Council Member (To Succeed Taylor Sisk)	\$144.00

The Municipal General Election will be held at the polling location at the Hmong New Hope Alliance Church, 1622 Union Grove Church Rd. Auburn, GA 30011 on November 4, 2025. If a Runoff is necessary, it will be held at the same location on Tuesday, December 2, 2025. The polling location will be open from 7:00 a.m.until 7:00 p.m.

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

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

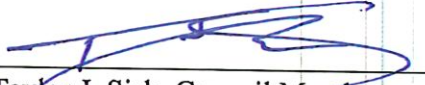
SO ORDAINED this _____ day of February 2025.



Mayor Richard E. Roquemore

Absent

Robert L. Vogel, III Council Member



Taylor J. Sisk, Council Member

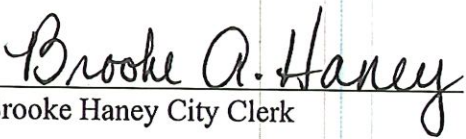


Jamie L. Bradley, Council Member



Joshua Rowan, Council Member

ATTEST:

By: 

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

AGENDA ITEM: h

TO: Mayor and Council

FM: Jack Wilson
City Attorney

DATE: February 13, 2025

INTENT TO OPT OUT OF HOMESTEAD EXEMPTION

The City Council City of Auburn intends to opt out of the statewide adjusted base year ad valorem homestead exemption for the City of Auburn, Georgia. All concerned citizens are invited to the public hearing on this matter to be held at City Hall, 1 Auburn Way, Auburn, Georgia 30011 on January 9, 2025, at 6:00 p.m. Times and places of additional public hearings on this matter are at City Hall, 1 Auburn Way, Auburn, Georgia 30011 on January 23, 2025, at 6:00 p.m. and on February 13, 2025 at 6:00 p.m.

RECOMMENDATION: Staff recommends opting out of the homestead exemption
PURSUANT TO O.C.G.A. § 48-5-44.2.

RESOLUTION NO. 01-025

A RESOLUTION BY THE CITY OF AUBURN, GEORGIA TO OPT OUT OF THE HOMESTEAD EXEMPTION PURSUANT TO O.C.G.A. § 48-5-44.2

WHEREAS, O.C.G.A. § 48-5-44.2, effective January 1, 2025, creates a statewide homestead exemption from ad valorem taxes levied by, for, or on behalf of the state or any county, consolidated government, municipality, or local school district in this state; and

WHEREAS, more specifically, O.C.G.A. § 48-5-44.2(i) authorizes the governing authority of any county, consolidated government, municipality, or school district to opt out of the homestead exemption otherwise granted with respect to such political subdivision through certain procedures and the adoption of a resolution by March 1, 2025; and

WHEREAS, the City of Auburn, Georgia desires to opt out of the homestead exemption otherwise granted; and

WHEREAS, the City of Auburn, Georgia has complied with the required procedures pursuant to O.C.G.A. § 48-5-44.2(i), including but not limited to, holding at least three public meetings on the intent to opt out and placing the required advertisement in a newspaper of general circulation and on its website as required.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF AUBURN, GEORGIA HEREBY RESOLVES that the City hereby opts out of the homestead exemption otherwise granted by O.C.G.A. § 48-5-44.2.

BE IT FURTHER RESOLVED, that this Resolution shall become effective immediately upon its approval by the City Council of the City of Auburn, Georgia.

BE IT FURTHER RESOLVED, that the City Clerk and City Administrator is hereby directed to provide a certified copy of this Resolution to the Georgia Secretary of State no later than March 1, 2025.

SO RESOLVED AND ADOPTED this _____ of February, 2025.

Mayor Richard E. Roquemore

Jamie L. Bradley, Council Member

Robert L. Vogel III, Council Member

Taylor J. Sisk, Council Member

Joshua Rowan, Council Member

Attest:

Brooke Haney, City Clerk

**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: ____2____

TO: MAYOR & COUNCIL**FROM:** Iris E. Akridge – Public Works Director**DATE:** February 13, 2025**PURPOSE:** ESG Engineering Assisting with 2024 Water Loss Audit

BACKGROUND: On June 1, 2010, the Governor signed the Georgia Water Stewardship Act (GWSA) of 2010 (SB 370). This landmark legislation takes a comprehensive approach to water conservation, mandating specific actions by water providers serving over 3,300 in population. Approximately 250 water providers in Georgia, supplying 80% of the state's potable water are impacted by this Act.

Water systems serving populations of 3,300 or more must conduct an annual water system audit and implement a water loss control program. The Georgia Department of Natural Resources (GA DNR) has established minimum guidelines requiring public water systems to perform standardized annual water loss audits according to the International Water Association (IWA) method/standard. These audits must be submitted to the Georgia Environmental Protection Division (GA EPD) by March 1, 2025.

Due to unforeseen circumstances, the City's Water Quality Assessor has been unable to complete this year's water audit. This is a state-mandated report by the EPD, must be completed and approved immediately to avoid any adverse effects on permitting and remain in compliance. Therefore, I recommend outsourcing the 2024 water audit to ESG Engineering (also known as Inframark).

FUNDING: Water - Professional Services \$5,000

RECOMMENDATION: Approve the contract with ESG Engineering for the 2024 Water Loss Audit submission to the Georgia Environmental Protection Division (EPD) at a cost of \$5,000 to prevent any negative impacts on the City's permitting.

ATTACHMENTS: Water Audit Task Order



STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

ESG ENGINEERING'S OFFICE ADDRESS:

6400 Peake Road, Macon, GA 31210

PROJECT NO.:

NA

PROJECT NAME:

2024 Water Audit Certification

CLIENT:

City of Auburn, Ga

CLIENT'S ADDRESS:

1 Auburn Way, Auburn, Ga 30011

CLIENT requests and authorizes ESG Engineering, LLC (hereinafter "ESGE" or "ENGINEER") to perform the following Services:

Scope of Services

Compensation

The parties acknowledge and agree that the City will compensate Inframark as set forth below for the tasks described and for the Scope of Services performed by Inframark pursuant to the terms and conditions of the Agreement.

ESG Engineering shall provide professional services to certify the city's 2024 water audit for submission to the Georgia Environmental Protection Division (EPD). The scope of work shall include working with city personnel to identify and gather the required documentation, filling out version 6 of the state's "Water Audit Software", providing guidance on validity scoring per the audit's grading matrix, and providing certification of the audit by a Qualified Water Loss Auditor.

Description

Compensation

Provide all Work as detailed in Scope of Services Section above

\$5,000 Lump Sum

Schedule

Work to begin when signed Agreement is returned and completed prior to the March 1st, 2025 audit deadline.

Other Terms

Not Applicable

Services covered by this AGREEMENT will be performed in accordance with the Provisions and any attachments or schedules. This AGREEMENT supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

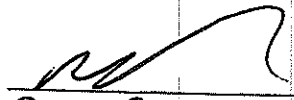
CLIENT:

Signature

Name (printed)

Title

Date


Rick Roquemore
Mayor
2/13/2025

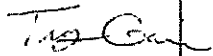
INFRAMARK, LLC:

Signature

Name (printed)

Title

Date


Arthur (Trey) Gavin
SVP and GM
9/5/2024

PROVISIONS

1. Authorization to Proceed

Execution of this AGREEMENT by CLIENT will be authorization for ENGINEER to proceed with the Services, unless otherwise provided for in this AGREEMENT.

2. Payment of Invoices

ENGINEER will submit monthly invoices for services rendered and CLIENT will make payments to ENGINEER within thirty (30) days of CLIENT's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by CLIENT's auditors upon request.

If CLIENT disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, CLIENT may temporarily delete the disputed item and pay the remaining amount of the invoice. CLIENT will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

CLIENT recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess CLIENT interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date CLIENT receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

3. Cost Opinions

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares or that CLIENT's actual project costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER's opinions, analyses, projections or estimates. If CLIENT wishes greater assurance as to any element of the Project cost, feasibility, or schedule, CLIENT will employ an independent cost estimator, contractor or other appropriate advisor.

4. Standard of Care

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

5. Construction Procedures

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. CLIENT agrees to include ENGINEER as an indemnified party in

CLIENT's construction contracts for the work, which shall protect ENGINEER to the same degree as CLIENT. Further, CLIENT agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

6. Services and Information

CLIENT will provide all criteria and information pertaining to CLIENT's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. CLIENT will also provide copies of any CLIENT-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

CLIENT will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The CLIENT agrees to bear full responsibility for the technical accuracy and content of CLIENT-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by CLIENT that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the CLIENT's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the CLIENT's legal and financial interests. To that end, the CLIENT agrees that CLIENT or the CLIENT's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the CLIENT deems necessary to protect the CLIENT's interests before CLIENT takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. Re-use of Documents

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. CLIENT may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are 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 ENGINEER for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, and CLIENT will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

8. Termination

This AGREEMENT may be terminated for convenience on 30 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, ENGINEER will be paid for all authorized work performed up to the termination date for work completed to that date.

9. Changes

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to

be performed, which may alter the scope. ENGINEER will inform CLIENT of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

10. Insurance

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation Insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability Insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability Insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability Insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. CLIENT shall be made an additional insured on Commercial General and Automobile Liability Insurance policies and certificates of insurance will be furnished to the CLIENT.

11. Limitation of Liability

ENGINEER's liability for CLIENT's damages will, in the aggregate, not exceed the amount of the provider's insurance for this project, for any and all injuries, damages, claims, losses or expenses (including attorney and expert fees) arising out of the ENGINEER's services or this AGREEMENT regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery, shall include ENGINEER's officers, affiliated corporations, employees, and subcontractors. This Provision takes precedence over any conflicting Provision of this AGREEMENT, or any document incorporated into it or referenced by it.

Both parties agree to indemnify the other party for third party personal injury and property damage claims to the extent caused by the indemnifying party's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

12. Severability and Survival

If any of the provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the other provisions shall remain in full effect. Limitations of liability shall survive termination of this AGREEMENT for any cause.

13. No Third-Party Beneficiaries

CLIENT and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither CLIENT nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third-party beneficiaries are intended under this Agreement.

14. Hazardous Materials

CLIENT represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, CLIENT represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PFAS, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is

acknowledged by both parties that ENGINEER's scope of services does not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify CLIENT and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to CLIENT, suspend performance of services on that portion of the project affected by hazardous materials until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations.

CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

15. Utility Locations

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, CLIENT shall notify ENGINEER of the presence and location of any underground utilities located on the CLIENT's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The CLIENT agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

16. Assignments

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party, except that ENGINEER may assign this AGREEMENT to a parent, affiliate or subsidiary company or to a surviving entity in the event of a merger or acquisition. Any unauthorized assignment is void and unenforceable.

17. Integration

This AGREEMENT incorporates all previous communications and negotiations and constitutes the entire agreement of the parties. If CLIENT issues a Purchase Order in conjunction with performance of the Services, general or standard terms and conditions on the Purchase Order do not apply to this AGREEMENT.

18. Force Majeure

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the CLIENT's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the CLIENT agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

19. Litigation Support

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, CLIENT shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

20. Operational Technology Systems

CLIENT agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by ENGINEER are dependent upon CLIENT's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. CLIENT shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, CLIENT recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that CLIENT's OT Systems are impenetrable, and CLIENT agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect CLIENT's OT Systems.

21. Access to Facilities and Property

CLIENT will make its facilities accessible to ENGINEER as required for the performance of its services and will provide labor and safety equipment as required by ENGINEER for such access. CLIENT will perform, at no cost to ENGINEER, such tests of equipment, machinery, pipelines, and other components of CLIENT's facilities as may be required in connection with ENGINEER's services.

22. Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options. The parties shall initially attempt to resolve the dispute by direct negotiation at the project level, should a resolution not be agreed to then an attempt to resolve the dispute shall be made by Senior Executives within the first thirty (30) days of project dispute. If the parties cannot resolve the

dispute by direct negotiation within sixty (60) days from the commencement of direct negotiation, the parties may choose an alternative dispute resolution process or either party may decide to litigate.

23. Changes

CLIENT may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

24. Controlling Law and Agreement

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

These Terms and Conditions shall take precedence over and any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed or like document.

25. Execution

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and CLIENT, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.



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: 3

TO: Mayor and Council

FROM: Michael Parks
City Administrator

DATE: February 13, 2025

PURPOSE: To consider recording council meetings for public viewing.

BACKGROUND: With the city's continued growth and increasing community engagement, we have received requests to consider recording council meetings to help keep citizens better.

RECOMMENDATION: To consider video recording of council meetings as presented by staff.

FUNDING: N/A