



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**

Workshop

for

February 15, 2024

6:00 PM

Council Chambers

1361 Fourth Ave

Auburn, GA 30011

WORKSHOP

1. Citizen Comments on Agenda Items
2. Commercial Vehicle Ordinance 17.100.050- for discussion only- Chief Hodge
3. Statewide Mutual Aid and Assistance Agreement- Chief Hodge
4. Republic Services- for discussion only- Michael Parks

VOTING ITEMS

5. Ordinance to amend the City Charter- Section 2.19(a) regarding the meeting dates of the Mayor and City Council- Jack Wilson
6. Dewatering the RWSP PR15 MOU- Michael Parks

Executive Session- Potential Litigation matters

Agenda subject to change prior to meeting



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: 2

TO: Mayor and Council

FM: Chief Chris Hodge
Chief of Police

DATE: February 15, 2024

PURPOSE: Commercial Vehicle Ordinance 17.100.050- for discussion only

BACKGROUND: Section 17.100.050 of the Zoning Ordinance of the City of Auburn should be updated to give a clearer definition of what is considered a commercial vehicle.

RECOMMENDATION: To discuss suggested revisions to our Commercial Vehicle Parking ordinance 17.100.050.

FUNDING: N/A

17.100.050 Commercial vehicle parking.

- A. Commercial vehicle parking shall be allowed on property zoned and properly permitted for the business for which the commercial vehicle is to be used.
- B. Unless otherwise provided for in this code section, no commercial vehicle shall be allowed to park in any AG, R-100, R-100CZP, R-MD, RM-8, PUD, and MH property so zoned or on the streets abutting such property.
- C. In all residential zoning districts, the parking of the following commercial vehicles is permitted:
 - 1. A **standard sized** automobile, pick-up truck, van, or SUV used to provide daily transportation to and from work.
 - 2. Any commercial vehicle that is parked temporarily in conjunction with a commercial service, sale, or delivery to the property where the vehicle is parked.
 - 3. Commercial vehicles may be parked on lots zoned for residential use if the vehicle is parked within a fully enclosed structure that meets all other criteria of the zoning district and development regulations.
 - 4. Commercial vehicles may park on lots zoned AG provided the vehicle is parked in the rear of the primary residential dwelling and the property contains five acres or more; but in no case may the vehicle be located closer than one hundred feet from any property line of any dissimilar residential zoned property line.
 - 5. For any commercial vehicle which does not meet the requirements of this section for use as a matter of right, an occupant may apply for a Special Use Permit, pursuant to Section 17.170.070, to allow such use.
- D. As used in this section, commercial vehicles specifically include the following:
 - a. **Any commercial vehicle over 20 feet in length and/or to include any vehicle for hire including but not limited to limousines, taxis, box trucks, flatbed trucks, dump trucks, tow trucks, transport wreckers, tandem axle trucks, cab-on-chassis trucks, tractor trailers, wheeled attachments, pull behind cement mixers, bucket trucks, buses, earth moving or motorized construction machinery, semi-trailers, transport trailers, tanker type trucks (to include Septic pumping trucks), trucks with boom equipment, service trucks, and any vehicle the top of the highest sidewall more than three feet above the bed or taller than the roofline of the vehicle**
 - a. ~~Any vehicle designed to haul more than one and one-half tons.~~
 - b. Any vehicle, other than a motor home, having more than two axles.
 - c. Any motorized construction equipment, except when located on private property on which related construction is in progress.
 - d. Any bus designed to carry more than **fifteen** passengers.
 - e. **Any vehicle displaying a DOT number** (if the vehicle is engaged in commercial activity)
 - f. **Any vehicle carrying potentially hazardous materials, such as but not limited to pool chemicals, fertilizers, biohazards, and other similar materials.**
- E. Nothing in this section shall be construed to allow commercial vehicles to drive on any route not previously approved for commercial vehicle use.

***FYI the DOT number is required for any vehicle over 10,001 lbs that is being used for commercial hauling purposes or transporting people.

2/15 Guilmy
From J. Rowan

Previously discussed potential changes from 8.17.23 Council Workshop

Additional proposed changes

Proposed Commercial Vehicle Parking Ordinance

17.100.050 Commercial vehicle parking.

A. Commercial vehicle parking shall be allowed on property zoned and properly permitted for the business for which the commercial vehicle is to be used.

B. Unless otherwise provided for in this code section, one single commercial vehicle (excluding 17.100.050.D.f), not exceeding two axles (i.e one single front axel and one single back axel), may be parked or stored in a front, side or rear yard of a lot containing a detached, single-family dwelling, but if stored regularly in the front, side or rear yard, the vehicle shall be parked on an area surfaced with asphalt or concrete. Beyond the initial commercial vehicle, no other commercial vehicle shall be allowed to park in any AG, R-100, R-100CZP, R-MD, RM-8, PUD, and MH property so zoned or on the streets abutting such property.

C. In all residential zoning districts, the parking of the following commercial vehicles (beyond the initial commercial vehicle as described above) is permitted:

1. A standard sized automobile, pick-up truck, van, or SUB used to provide daily transportation to and from work.
2. Any commercial vehicle that is parked temporarily in conjunction with a commercial service, sale, or delivery to the property where the vehicle is parked.
3. Commercial vehicles may be parked on lots zoned for residential use if the vehicle is parked within a fully enclosed structure that meets all other criteria of the zoning district and development regulations.
4. Commercial vehicles may park on lots zoned AG provided the vehicle is parked in the rear of the primary residential dwelling and the property contains five acres or more; but in no case may the vehicle be located closer than one hundred feet from any property line of any dissimilar residential zoned property line.

5. For any commercial vehicle which does not meet the requirements of this section for use as a matter of right, an occupant may apply for a Special Use Permit, pursuant to Section 17.70.070, to allow such use.

D. As used in this section, commercial vehicles specifically include the following:

~~a. Any vehicle designed to haul more than one and one-half tons~~

a. Any commercial vehicle over 20 feet in length and/or to include any vehicle for hire including but not limited to limousines, taxis, box trucks, flatbed trucks, dump trucks, tow trucks, transport wreckers, tandem axle trucks, cab-on-chassis truck, tractor trailers, wheeled attachments, pull behind cement mixers, bucket trucks, buses, earth moving or motorized construction machinery, semi-trailers, transport trailers, tanker type trucks (to include Septic pumping trucks), trucks with boom equipment, service trucks, and any vehicle the top of the highest sidewall more than three feet above the bed or taller than the roofline of the vehicle.

b. Any vehicle, other than a motorhome, having more than two axles.

c. Any motorized construction equipment, except when located on private property on which related construction is in progress.

d. Any bus designed to carry more than fifteen passengers.

e. Any vehicle displaying a DOT number (if the number is engaged in commercial activity)

f. Any vehicle carrying potentially hazardous materials, such as but not limited to pool chemicals, fertilizers, biohazards, and other similar materials.

E. Nothing in this section shall be construed to allow commercial vehicles to drive on any route not previously approved for commercial use.

***FYI A DOT number is required for any vehicle over 10,001 lbs that is being used for commercial hauling purposes or transporting people.



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

FM: Chief Chris Hodge
Chief of Police

DATE: February 15, 2024

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

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

RECOMMENDATION: To approve the Statewide Mutual Aid Agreement presented.

FUNDING: N/A

Statewide Mutual Aid Agreement (SWMAA) FAQs

Why do I need to do this?

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

What other jurisdictions are involved?

Participating Party means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement. Your GEMA/HS EM Field Coordinator can assist you with this.

What kind of assistance are we talking about?

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

Who will our resources be working for?

The Assisting Party's mutual aid resources will continue under the command and control of their own supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

What if my jurisdiction doesn't want to send resources?

A jurisdiction may withhold resources to the extent necessary to meet the current or anticipated needs of the jurisdiction's own political subdivision.

What about liability and reimbursement?

Those issues are covered in Article VI Liability and Immunity, and Article VIII Reimbursement in the Agreement.

What if my jurisdiction wants to withdraw from this agreement?

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

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: _____

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

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

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

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

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

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

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

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

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

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

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

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

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V LIMITATIONS

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

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

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

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

ARTICLE VI LIABILITY AND IMMUNITY

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

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

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

ARTICLE VII RIGHTS AND PRIVILEGES

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

ARTICLE VIII REIMBURSEMENT

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

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

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

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

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

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

ARTICLE IX IMPLEMENTATION

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

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

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

ARTICLE X
TERM OF AGREEMENT

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

ARTICLE XI
VALIDITY

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

Agreed:

Chief Executive Officer - Signature

Chief Executive Officer – Print Name

County/Municipality: _____

Date: _____/_____/_____

GEMA/HS Director – Signature

GEMA/HS Director – Print Name

Date: _____/_____/_____

APPENDIX A
AUTHORIZED REPRESENTATIVE

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

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Chief Executive Officer - Signature

Date: _____/_____/_____

Chief Executive Officer – Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the “designated fiscal officer(s)” for _____

(county/municipality) for the purpose of reimbursement sought for mutual aid:

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Chief Executive Officer - Signature

Date: _____/_____/_____

Chief Executive Officer – Print Name



MAYOR
Rick E. Roquemore

CITY ADMINISTRATOR
Michael E. Parks

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

AGENDA ITEM: 4

TO: Mayor and Council

FM: Michael Parks
City Administrator

DATE: February 15, 2024

PURPOSE:

To discuss the increase in rates by Republic Services that will go into effect April 1st, 2024.

BACKGROUND:

Republic Services notified the City of Auburn their current service fees will increase due to operational costs plus the administrative fee effective April 1, 2024. Please see the attached for new rate.

The terms in Section 5.3 of the agreement provide that Republic is entitled to an adjustment to the current Service Fee rate resulting from an increase in operational costs or expenses incurred by Republic as defined in that Section.

5.3 Annual Rate Adjustments

Contractor shall increase the rates for all Services effective on each anniversary of the Effective Date of this Agreement in an amount equal to the greater of (a) four (4) percent or (ii) the percentage increase in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the "CPI"). For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months average CPI compared to the twelve (12) months preceding.

RECOMMENDATION:

Discuss the increase in fees

FUNDING:

N/A

Exhibit A

Monthly MSW (Trash Only Rate) one time (x) per <u>week</u>	\$25.50 per unit
Monthly Extra Carts (MSW Trash) one time (x) per <u>week</u>	\$13.91 per unit
Annual Yard Waste	\$164.35
Delivery Fee	\$49.30

City will continue to be responsible for billing residents for payment and Contractor will invoice the city one bill monthly for said payment, net 30.

City will be responsible for billing and collection from residents the franchise fee due from Contractor.

No curbside Recycling Service.

Service can be added or modified annually on the anniversary of agreement after negotiation by City and Contractor.



MAYOR
Rick E. Roquemore

CITY ADMINISTRATOR
Michael E. Parks

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

AGENDA ITEM: 5

TO: Mayor and Council

FM: Jack Wilson
City Administrator

DATE: February 15, 2024

PURPOSE: Ordinance to amend the City Charter- Section 2.19(a) regarding the meeting dates of the Mayor and City Council meeting.

BACKGROUND: The Mayor and City Council would like to change their meeting dates from the First and Third Thursday of each month to the Second Thursday and the Fourth Thursday of each month at City Hall at the time designated by the Mayor and City Council. With proper notice as required by law, the Mayor and Council may, from time to time, change the designated meeting times for regular meetings. The Mayor and Council may recess any regular meeting and continue such meetings on any date or hour it may fix and transact any business as such continued meeting may be transacted at any regular meeting. All such meetings shall be called and conducted in compliance with the Georgia Open Meetings Act.

RECOMMENDATION:

To approve changing the City Council meeting dates to the Second and Fourth Thursday of each month.

FUNDING:

N/A

ORDINANCE NO. 24-002

**AN ORDINANCE TO AMEND
THE CITY OF AUBURN CHARTER**

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

WHEREAS, the City has reviewed its policies and procedures with respect to meeting days for the Mayor and City Council; and

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of the City of Auburn to amend the Charter to change the meeting days.

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

1.

The existing Section 2.19(a) of the City Charter is hereby deleted and the following is substituted in its place:

SECTION 2.19(a)

The Mayor and City Council shall hold regular meetings on the Second Thursday and the Fourth Thursday of each month at City Hall at the time designated by the Mayor and City Council. With proper notice as required by law, the Mayor and Council may, from time to time, change the designated meeting times for regular meetings. The Mayor and Council may recess any regular meeting and continue such meetings on any date or hour it may fix and transact any business as such continued meeting may be transacted at any regular meeting. All such meetings shall be called and conducted in compliance with the Georgia Open Meetings Act.

2.

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

3.

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

4.

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

5.

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

IT IS SO ORDAINED this ____ day of February, 2024.

Richard E. Roquemore, Mayor

Robert L. Vogel, III, Council Member

Jamie L. Bradley, Council Member

Taylor J. Sisk, Council Member

Joshua Rowan, Council Member

ATTEST:

Joyce Brown
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: 6

TO: Mayor and Council

FM: Michael Parks
City Administrator

DATE: February 15, 2024

PURPOSE:

Auburn and Winder divide expenses associated with the raw water storage pond with Auburn paying 1/3 and Winder paying 2/3. Griffin Brothers is under contract to “dewater” the storage pond so that pipes, pumps and related infrastructure can be installed before the pond is refilled.

BACKGROUND:

The arrangement made about two years ago was that Winder would contract with Griffin Brothers to keep the RWSP dewatered or drained while Auburn would build and maintain the entrance and access roads. The approximate costs of these items would match the 1/3-2/3 ratio. The dewatering of the RWSP has gone on longer than anticipated, and Winder has paid more than 2/3 of the total cost to date. The dewatering has been going on for more than 38 months. It therefore seems reasonable that going forward Auburn should start to pay its 1/3 share of the dewatering cost. The total cost is \$18,993 per month. Auburn's share would be \$6,331 per month. This is a Water Department operating expense and would not be paid out of GEFA funds.

RECOMMENDATION:

Authorize payment of \$6,331 for Request #15 and monthly payments the same amount representing Auburn's 1/3 share of the dewatering costs until the earlier of December 24, 2024 or completion of dewatering.

FUNDING: Water Department



December 8, 2023

Ms. Tabatha Knight
Utilities Operations Director
City of Winder
PO Box 566
Winder, GA 30680

Re: RWSP Dewatering Contract
Pay Application No. 15
Hussey Gay Bell Project No.: 20-0004-WS

Dear Ms. Knight:

We have received Griffin Bros. Inc. Pay Request No. 15. We reviewed the pay requests and note that they are in conformance with the contract documents. I observed the job site 12/6/23. We also note that the number of days in the pay application period is 61 days. Total earned to date is \$891,302.03. Less previous payments and retainage the amount requested and due is \$36,090.10.

Please call if you have any questions. It is a pleasure to serve the City of Winder with these Professional Engineering Services.

Sincerely,

HUSSEY, GAY, BELL & DEYOUNG, INC.

James B. Aton, PE
Project Manager

CC: Mr. Michael Parks, City Administrator, City of Auburn, PO Box 1059, Auburn, GA 30011

JBA

Hussey Gay Bell has reviewed Griffin Brothers Pay Request 15 for dewatering raw water storage pond and find the two months of operations claimed have been performed. The requested payment is as follows: \$36,090.10.

Hussey Gay Bell

James B. Aton PE Date: 23-12-08

HUSSEY GAY BELL

Established 1958

December 8, 2023

Ms. Tabatha Knight
Utilities Operations Director
City of Winder
PO Box 566
Winder, GA 30680

Re: RWSP Dewatering Contract
Pay Application No. 15
Hussey Gay Bell Project No.: 20-0004-WS

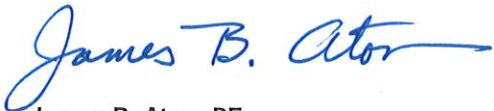
Dear Ms. Knight:

We have received Griffin Bros. Inc. Pay Request No. 15. We reviewed the pay requests and note that they are in conformance with the contract documents. I observed the job site 12/6/23. We also note that the number of days in the pay application period is 61 days. Total earned to date is \$891,302.03. Less previous payments and retainage the amount requested and due is \$36,090.10.

Please call if you have any questions. It is a pleasure to serve the City of Winder with these Professional Engineering Services.

Sincerely,

HUSSEY, GAY, BELL & DEYOUNG, INC.



James B. Aton, PE
Project Manager

CC: Mr. Michael Parks, City Administrator, City of Auburn, PO Box 1059, Auburn, GA 30011

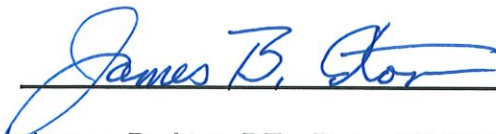
JBA

City Of WINDER	
PO Box 566	
45 East Athens St	
Winder GA 30680	
Pay Request 15	
Winder Dewatering Storage Pond	
11/30/2023	
Inv 3139	
Original Contract Sum	\$ 368,702.49
Net Change by CO	\$ 128,923.97
Contract Sum to Date	\$ 497,626.46
Total Completed and Stored	\$ 891,302.03
Retainage	\$ 44,565.10
Total Earned less Retainage	\$ 846,736.93
Less Previous Payments	\$ 810,646.83
Sales Tax	\$ -
CURRENT PAYMENT DUE	\$ 36,090.10
Balance to Finish, Plus Retainage	\$ (522,599.54)



Hussey Gay Bell has reviewed Griffin Brothers Pay Request 15 for dewatering raw water storage pond and find the two months of operations claimed have been performed. The requested payment is as follows: \$36,090.10.

Hussey Gay Bell



James B. Aton PE Date: 23-12-08

Griffin Bros. Inc.
City of Winder - Dewatering Storm Water Storage Pond PR #15 Nov 2023

Item No.	Description	Unit	Est. No. of Units	Total Unit Price	Total Cost	PR#15		Total to date		
								Total Units	Total Cost	
1	Design						\$ -	0.00		
2	Engineering Design	LS	1	\$ 4,500.00	\$ 4,500.00		\$ -	1.00	\$ 4,500.00	
3	Mobilization						\$ -	0.00	\$ -	
4	Construction Mobilization	LS	1	\$ 7,500.00	\$ 7,500.00		\$ -	1.00	\$ 7,500.00	
5	Suction Pipeline, Pumps, Force Main, Discharge Structure & BMPs						\$ -	0.00	\$ -	
6	Floating Intake	EA	1	\$ 1,500.00	\$ 1,500.00		\$ -	1.00	\$ 1,500.00	
7	12" Suction Pipe with Valves	LF	500	\$ 3.00	\$ 1,500.00		\$ -	500.00	\$ 1,500.00	
8	Install Large Portable Engine Driven Pump	EA	1	\$ 3,000.00	\$ 3,000.00		\$ -	1.00	\$ 3,000.00	
9	Large Portable Engine Driven Pump (lease/month)	MO	3	\$ 7,479.05	\$ 22,437.15		\$ -	3.00	\$ 22,437.15	
10	Install Small Portable Engine Driven Pump	EA	1	\$ 2,000.00	\$ 2,000.00		\$ -	1.00	\$ 2,000.00	
11	Small Portable Engine Driven Pump (lease/month)	MO	9	\$ 4,222.79	\$ 38,005.11	2	\$ 8,445.58	32.00	\$ 135,129.28	
12	12" Storm Water FM Pipeline w/Fittings & Valves	LF	1,200	\$ 42.69	\$ 51,228.00		\$ -	1200.00	\$ 51,228.00	
13	Construction of Storm Water Separation Berm	LS	1	\$ 30,000.00	\$ 30,000.00		\$ -	1.00	\$ 30,000.00	
14	Discharge Structure & BMPs w/Maintenance	LS	1	\$ 10,000.00	\$ 10,000.00		\$ -	1.00	\$ 10,000.00	
15	2 Rows of Type S Silt Fences w/Maintenance	LF	390	\$ 8,974.35	\$ 3,500.00		\$ -	390.00	\$ 3,500.00	
16	Monthly Operations and Maintenance (2-Month Period)						\$ -	0.00	\$ -	
17	Monthly Operation and Maintenance Cost of Large Dewatering System	DAY	60	\$ 692.00	\$ 41,520.00		\$ -	60.00	\$ 41,520.00	
18	Monthly Operation and Maintenance Cost of Small Dewatering System	DAY	305	\$ 358.40	\$ 109,312.00	60	\$ 21,504.00	933.00	\$ 334,387.20	
19	Demobilize Large Pump System	EA	1	\$ 2,500.00	\$ 2,500.00		\$ -	1.00	\$ 2,500.00	
20	Demobilize Small Pump System	EA	1	\$ 2,500.00	\$ 2,500.00		\$ -	1.00	\$ 2,500.00	
21	Performance Bond						\$ -	0.00	\$ -	
22	Subtotal	LS	1		\$331,002.26		\$ -	0.00	\$ -	
23	Performance Bond, less than 1.5% of Subtotal	LS	1	\$ 4,500.00	\$ 4,500.00		\$ -	0.00	\$ -	
24	Contingency Allowance						\$ -		\$ -	
25	Owner Contingency Allowance, 10% of Subtotal	LS	1	\$ 33,200.23	\$ 33,200.23					
Total										
Change Orders on Base Bid due to Design Build Operate										
26	Silt Fence @16/LF w/mulch berm accepted	LF	390	\$ 7.03	\$ 2,740.02		\$ -	390.00	\$ 2,740.00	
27	Days of Large Pump Ops more than Line 17	DAY	27	\$ 692.00	\$ 18,684.00		\$ -	75.00	\$ 51,900.00	
28	Medium Dewatering Pump GPPM Adder to Line 18	Days		\$ 134.00	\$ -	60	\$ 8,040.00	913.00	\$ 122,342.00	
29	Clear for Soil Tests	LS		\$ 5,200.00	\$ -		\$ -	1.00	\$ 5,200.00	
30	Move Large Rocks at Base of High Wall	LS		\$ 7,500.00	\$ -		\$ -	1.00	\$ 7,500.00	
31	Fuel Adjustment	LS		\$ 3,026.15	\$ -		\$ -	16.00	\$ 48,418.40	
Total of CO's									\$ -	
Contract Total					\$368,702.49	PR#15	\$ 37,989.58	Total	\$ 891,302.03	

Bruce Lee
Bruce Lee - Project Manager



Griffin Bros. Inc.																																			
City of Winder - Dewatering Storm Water Storage Pond PR #1 4.12.21																																			
Item No.	Description	Unit	Est. No. of Units	Total Unit Price	Total Cost	6.30.21		10.4.21		11.29.21		12.31.21		1.31.22		2.24.22		5.31.22		7.30.22		8.31.22		9/31/23		2/28/23		6/30/23		9/30/23		11/30/23			
						PR #1	"days" 186	PR #2	"days" 79	PR #3	"days" 96	PR #4	"days" 56	PR #5	"days" 31	PR #6	"days" 30	PR #7	"days" 28	PR #8	"days" 92	PR #9	"days" 60	PR #10	"days" 32	PR #11	"days" 32	PR #12	"days" 150	PR #13	"days" 120	PR #14	"days" 94	PR #15	"days" 61
1	Design																																		
2	Engineering Design	LS	1	\$ 4,500.00	\$ 4,500.00	1.00	\$ 4,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -		
3	Mobilization																																		
4	Construction Mobilization	LS	1	\$ 7,500.00	\$ 7,500.00	1.00	\$ 7,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -		
5	Suction Pipeline, Pumps, Force Main, Discharge Structure & BMPS																																		
6	Floating Intake	EA	1	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -		
7	12" Suction Pipe with Valves	LF	500	\$ 3.00	\$ 1,500.00	500.00	\$ 1,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -		
8	Install Large Portable Engine Driven Pump	EA	1	\$ 3,000.00	\$ 3,000.00	1.00	\$ 3,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -		
9	Large Portable Engine Driven Pump (lease/month)	MO	3	\$ 7,479.05	\$ 22,437.15	3.00	\$ 22,437.15	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -		
10	Install Small Portable Engine Driven Pump	EA	1	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -		
11	Small Portable Engine Driven Pump (lease/month)	MO	9	\$ 4,222.79	\$ 38,005.11		\$ -	3.00	\$ 12,668.37	2.00	\$ 8,445.58	3.00	\$ 12,668.37	1.00	\$ 4,222.79	1.00	\$ 4,222.79	1.00	\$ 4,222.79	3.00	\$ 12,668.37	2.00	\$ 8,445.58	1.00	\$ 4,222.79	1.00	\$ 4,222.79	5.00	\$ 21,113.95	4.00	\$ 16,891.16	3.00	\$ 12,668.37	2.00	\$ 8,445.58
12	12" Storm Water FM Pipeline w/Fittings & Valves	LF	1,200	\$ 42.69	\$ 51,228.00	1200	\$ 51,228.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -		
13	Construction of Storm Water Separation Berm	LS	1	\$ 30,000.00	\$ 30,000.00	1.00	\$ 30,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -		
14	Discharge Structure & BMPS w/Maintenance	LS	1	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -		
15	2 Rows of Type S Silt Fences w/Maintenance	LF	390	\$ 8,974.44	\$ 3,500.00	390.00	\$ 3,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -		
16	Monthly Operations and Maintenance (2-Month Period)																																		
17	Monthly O&M Cost, Large Dewatering System	DAY	60	\$ 692.00	\$ 41,520.00	60.00	\$ 41,520.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -		
18	Monthly O&M Cost, Small Dewatering System	DAY	305	\$ 358.40	\$ 109,312.00		\$ -	58.00	\$ 20,787.20	62.00	\$ 22,220.80	90.00	\$ 32,256.00	31.00	\$ 11,110.40	30.00	\$ 10,752.00	28.00	\$ 10,035.20	92.00	\$ 32,972.80	60.00	\$ 21,504.00	30.00	\$ 10,752.00	30.00	\$ 10,752.00	150.00	\$ 53,760.00	120.00	\$ 43,008.00	92.00	\$ 32,972.80	60.00	\$ 21,504.00
19	Demobilize Large Pump System	EA	1	\$ 2,500.00	\$ 2,500.00		\$ -	1.00	\$ 2,500.00	1.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -		
20	Demobilize Small Pump System	EA	1	\$ 2,500.00	\$ 2,500.00		\$ -	1.00	\$ 2,500.00	1.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -		
21	Performance Bond																																		
22	Subtotal	LS	1		\$ 331,002.26		\$ 178,685.15		\$ 38,455.57		\$ 30,666.38		\$ 44,924.37		\$ 15,333.19		\$ 14,974.79		\$ 14,257.99		\$ 45,641.17		\$ 29,949.58		\$ 14,974.79		\$ 14,974.79		\$ 74,873.95		\$ 59,899.16		\$ 45,641.17		\$ 29,949.58
23	Performance Bond, less than 1.5% of Subtotal			\$ 4,500.00	\$ 4,500.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		
24	Contingency Allowance																																		
25	Owner's Contingency, 10% of Subtotal	LS	1	\$ 33,100.23	\$ 33,100.23		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		
26	Contract Total			\$ 368,602.49		PR #1	\$ 178,685.15	PR #2	\$ 38,455.57	PR #3	\$ 30,666.38	PR #4	\$ 44,924.37	PR #5	\$ 15,333.19	PR #6	\$ 14,974.79	PR #7	\$ 14,257.99	PR #8	\$ 45,641.17	PR #9	\$ 29,949.58	PR #10	\$ 14,974.79	PR #11	\$ 14,974.79	PR #12	\$ 74,873.95	PR #13	\$ 59,899.16	PR #14	\$ 45,641.17	PR #15	\$ 29,949.58
Change Orders on Base Bid do to Design Build Operate																																			
26	Silt Fence @16'/LF w/ mulch berm accepted	LF	390	\$ 7,025.70			\$ 2,740.00																												
27	Days of Large Pump Ops more than Line 17	DAY	27	\$ 692			\$ 18,684.00	48.00	\$ 33,216.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -		
28	Medium Dewatering Pump GPM Adder to Line 18	Days		\$ 134				38	\$ 5,092.00	62	\$ 8,308.00	90	\$ 12,060.00	31	\$ 4,154.00	30	\$ 4,020.00	28	\$ 3,752.00	92	\$ 12,328.00	60	\$ 8,040.00	30	\$ 4,020.00	30	\$ 4,020.00	150	\$ 20,100.00	120	\$ 16,080.00	92	\$ 12,328.00	60	\$ 8,040.00
29	Clear for Soil Tests	LS	1	\$ 5,200.00				1.00	\$ 5,200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -		
30	Move Large Rocks at Base of High Wall	LS	1	\$ 7,500.00				1.00	\$ 7,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -		
31	Fuel Price Adjustment	MO	1	\$ 3,026.15																															
Total of CO's							\$ 21,424.00		\$ 51,008.00		\$ 8,308.00		\$ 12,060.00		\$ 4,154.00		\$ 4,020.00		\$ 3,752.00		\$ 21,406.45		\$ 14,092.30		\$ 7,046.15		\$ 7,046.15		\$ 35,230.75		\$ 28,184.60		\$ 12,328.00		\$ 8,040.00
Contract Total				\$ 368,602.49	PR #1	\$ 200,109.15	PR #2	\$ 89,463.57	PR #3	\$ 38,974.38	PR #4	\$ 56,984.37	PR #5	\$ 19,487.19	PR #6	\$ 18,994.79	PR #7	\$ 18,009.99	PR #8	\$ 67,047.62	PR #9	\$ 44,041.88	PR #10	\$ 22,020.94	PR #11	\$ 22,020.94	PR #12	\$ 110,104.70	PR #13	\$ 88,083.76	PR #14	\$ 57,969.17	PR #15	\$ 37,989.58	
Less Retainage							\$ (10,005.46)		\$ (4,473.18)		\$ (1,948.72)		\$ (2,849.22)		\$ (974.36)		\$ (949.74)		\$ (3,352.38)		\$ (2,202.09)		\$ (1,101.05)		\$ (1,101.05)		\$ (5,505.24)		\$ (4,404.19)		\$ (2,898.46)		\$ (1,899.48)		
Payment Due							\$ 190,103.69		\$ 84,990.39		\$ 37,025.66		\$ 54,135.15		\$ 18,512.83		\$ 18,045.05		\$ 17,109.49		\$ 63,695.24		\$ 41,839.79		\$ 20,919.90		\$ 20,919.90		\$ 104,599.48		\$ 83,679.58		\$ 55,070.69		\$ 36,090.10
Sum of Payments to Date							190,103.69		275,094.08		312,119.75		366,254.90		384,767.73		402,812.78		419,922.27		483,617.51		525,457.29		546,377.20		567,297.10		671,896.57		755,576.16		810,646.85		846,736.95