



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
January 18, 2024
6:00 PM
Council Chambers
1361 Fourth Ave
Auburn, GA 30011**

New Business- Voting Item

1. Citizen Comments on Agenda Items
2. Appointments and Swearing in of Parks and Leisure Commission, Planning Commission, Zoning Board of Appeals and Downtown Development Authority/Mainstreet- Mayor and Council
3. Update the City's Illicit Discharge and Illegal Connection Ordinance #24-001- Iris Akridge
4. 2024 LMIG Application Recommendation- Iris Akridge
5. Dewatering the RWSP PR15 MOU- Michael Parks

Old Business- Voting Item

6. Blue River Development (c/o Alliance Engineering & Planning) 6TH Street- Sarah McQuade

Agenda subject to change prior to meeting



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AGENDA ITEM: 2

TO: Mayor and Council

FM: Michael Parks
City Administrator

DATE: January 18, 2024

PURPOSE:

Board member appointments to the Planning and Zoning Commission, Zoning Board of Appeals, Downtown Development Authority, and Parks and Leisure Board for the term 2024-2028.

BACKGROUND:

Auburn Municipal Code provisions establish four-year terms for these boards that coincide with the term of the elected official appointing them. The slots would be vacant to be filled by reappointment of the same person or appointment of a new person for the new four-year term. Board Members are subject to approval by a majority vote of the Mayor and City Council.

RECOMMENDATION:

Approve the recommended board roles for the 2024-2028 term.

FUNDING:

None

ATTACHMENTS

Board appointments for the term 2024-2028.

Council & Board Terms and Alignments

*BOARD MEMBER NOMINATIONS BY NEW COUNCIL MEMBERS ARE HELD ON THE FIRST COUNCIL MEETING OF THE YEAR AFTER ELECTIONS

*BOARD CHAIR, VC, AND SECRETARY NOMINATIONS ARE HANDLED BY BOARD MEMBERS AT THE FIRST BOARD MEETING OF THE YEAR EVERY YEAR.

2024-2026	Mayor	Council	Council	Council	Council		
Council	Richard (Rick) Roquemore	Taylor Sisk	Jamie Bradley	Josh Rowan	Bob Vogel (Mayor Pro Tempore)		
Planning Commission	Jon Gomolak	Bo Bland	Robert (Rob) Yoe	Carolyn Wade	Kimberly (Kim) Skriba		
Zoning Board of Appeals	Tricia Gallagher	Benjamin Riley	Robin Jackson	David Kelly	Charles Sewell		
Parks & Leisure Commission	Greg Nelson	Bert Scouten	Nick Coffman	Keith Forrester	Kelly Carreiro	Mayor's Office	Mayor & Council
Downtown Development Authority	Massa Williams	Tina Nix	Susan Long	Tina Parks	Cameron Whitehead	Mayda Brown	Belinda (Bell) Outwater
Term End Date	January 2028	January 2026	January 2028	January 2028	January 2026	January 2028	January 2026



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AGENDA ITEM NO: _____ 3 _____

TO: MAYOR & COUNCIL

FROM: Iris Akridge – Public Works Director

DATE: January 18, 2024

PURPOSE: Update the City's Illicit Discharge and Illegal Connection Ordinance #24-001

BACKGROUND: Federal and State laws and/or ordinances currently prohibit the discharge of certain non-stormwaters to the storm drain system. The purpose of these regulations is to protect the quality of our surface water resources by minimizing contamination associated with urban activities. Prohibited discharges include industrial process water, sanitary sewer flows, dumping of liquid waste, stormwater pollution and other non-storm flows.

Non-stormwater is discharged into the storm drain system through stormwater pollution, illicit discharges, illegal connections, and illegal dumping.

The purpose of this ordinance is to provide local governments with the legal authority to address illicit discharges and illegal connections to the public stormwater system. It will encourage areas to address illicit discharges and enforcement measures against noncompliant individuals or entities obstructing facility access.

Discharges are considered "illicit" because the storm sewer system is not designed to accept, process, or discharge such non-stormwater waste or contaminants. Illicit discharges include dumping of motor vehicle fluids, household hazardous waste, paint, grass clipping, leaf litter or animal waste. An illegal connection is any man-made transmission connecting a non-stormwater discharge directly into the MS4. Such passages include any pipe channel, drain or passage, whether on the surface or subsurface, which allows an illicit discharge to enter the MS4.

Dry weather stormwater outfall screening, commercial and industrial inspections, asset management inspections, and stream walks are some of the IDDE programs that best addresses stormwater infrastructure, watershed conditions, and water quality issues.

This ordinance is to identify, eliminate, and prevent the discharge of contaminated stormwater runoff into the city's Municipal Separate Storm Sewer System (MS4) or directly into surface waters.

FUNDING: N/A

RECOMMENDATION: Approve the updated Illicit Discharge and Illegal Connection Ordinance #24-001.

ATTACHMENTS: Illicit Discharge and Illegal Connection Ordinance #24-001

ORDINANCE NO. 24-001

AN ORDINANCE TO AMEND THE CITY OF AUBURN
CODE OF ORDINANCES REGARDING
ILLICIT DISCHARGE AND IMPROPER CONNECTION
CHAPTER 16.38

Whereas, discharges to the City of Auburn separate storm sewer system that are not composed entirely of stormwater runoff contribute to increased nonpoint source pollution and degradation of receiving waters; and

Whereas, these non-stormwater discharges occur due to spills, dumping and improper connections to the City of Auburn separate storm sewer system from residential, industrial, commercial or institutional establishments; and

Whereas, these non-stormwater discharges not only impact waterways individually, but geographically dispersed, small volume non-stormwater discharges can have cumulative impacts on receiving waters; and

Whereas, the impacts of these discharges adversely affect public health and safety, drinking water supplies, recreation, fish and other aquatic life, property values and other uses of lands and waters; and

Whereas, these impacts can be minimized through the regulation of spills, dumping and discharges into the City of Auburn separate storm sewer system;

Whereas, localities in the State of Georgia are required to comply with a number of State and Federal laws, regulations and permits which require a locality to address the impacts of stormwater runoff quality and nonpoint source pollution due to improper non-stormwater discharges to the City of Auburn separate storm sewer system; and

Whereas, the State has requested that the City update its existing Ordinances related to these matters with a new model ordinance prepared by the Metropolitan North Georgia Water Planning District;

NOW THEREFORE, THE COUNCIL OF THE CITY OF AUBURN ORDAINS that the existing Chapter 16.38 is deleted and the following ordinance is adopted in its place to prohibit such non-stormwater discharges to the City of Auburn separate storm sewer system. It is determined that the regulation of spills, improper dumping and discharges to the City of Auburn separate storm sewer system is in the public interest and will prevent threats to public health and safety, and the environment.

16.38 ILLICIT DISCHARGE AND IMPROPER CONNECTION

SECTION 16.38.010. GENERAL PROVISIONS

A. Purpose and Intent

The purpose of this ordinance is to protect the public health, safety, environment and general welfare through the regulation of non-stormwater discharges to the City of Auburn separate storm sewer system to the maximum extent practicable as required by Federal law. This ordinance establishes methods for controlling the introduction of pollutants into the City of Auburn separate storm sewer system in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this ordinance are to:

- (1) Regulate the contribution of pollutants to the City of Auburn separate storm sewer system by any person;
- (2) Prohibit illicit discharges and illegal connections to the City of Auburn separate storm sewer system;
- (3) Prevent non-stormwater discharges, generated as a result of spills, inappropriate dumping or disposal, to the City of Auburn separate storm sewer system; and,
- (4) To establish legal authority to carry out all inspection, surveillance, monitoring and enforcement procedures necessary to ensure compliance with this ordinance

B. Applicability

The provisions of this ordinance shall apply throughout the (corporate/other) area of (local government).

C. Compatibility with Other Regulations

This ordinance is not intended to modify or repeal any other ordinance, rule, regulation, other provision of law. The requirements of this ordinance are in addition to the requirements of any other ordinance, rule, regulation, or other provision of law, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation, or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

D. Severability

If the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision or clause of this ordinance.

E. Responsibility for Administration

The Code Enforcement Officer shall administer, implement, and enforce the provisions of this ordinance.

SECTION 16.38.020. DEFINITIONS

“Accidental Discharge” means a discharge prohibited by this ordinance which occurs by chance and without planning or thought prior to occurrence.

“Clean Water Act” means the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

“Construction Activity” means activities subject to the Georgia Erosion and Sedimentation Control Act or NPDES General Construction Permits. These include construction projects resulting in land disturbance. Such activities include but are not limited to clearing and grubbing, grading, excavating, and demolition.

“Illicit Discharge” means any direct or indirect non-stormwater discharge to the City of Auburn separate storm sewer system, except as exempted in Section 3 of this ordinance.

“Illegal Connection” means either of the following:

- (a) Any pipe, open channel, drain or conveyance, whether on the surface or subsurface, which allows an illicit discharge to enter the storm drain system including but not limited to any conveyances which allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the storm drain system, regardless of whether such pipe, open channel, drain or conveyance has been previously allowed, permitted, or approved by an authorized enforcement agency; or
- (b) Any pipe, open channel, drain or conveyance connected to the City of Auburn separate storm sewer system which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

“Industrial Activity” means activities subject to NPDES Industrial Permits as defined in 40 CFR, Section 122.26 (b)(14).

“National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge Permit” means a permit issued by the Georgia EPD under authority delegated pursuant to 33 USC § 1342(b) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

“City of Auburn Separate Storm Sewer System” means any facility designed or used for collecting and/or conveying stormwater, including but not limited to any roads with drainage systems, highways, City of Auburn streets, curbs, gutters, inlets, catch basins, piped storm drains, pumping facilities, structural stormwater controls, ditches, swales, natural and man-made or altered drainage channels, reservoirs, and other drainage structures, and which is:

- (a) Owned or maintained by the City;
- (b) Not a combined sewer; and
- (c) Not part of a publicly-owned treatment works.

“Non-Stormwater Discharge” means any discharge to the storm drain system that is not composed entirely of stormwater.

“Person” means, except to the extent exempted from this ordinance, any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, city, county or other political subdivision of the State, any interstate body or any other legal entity.

“Pollutant” means anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; petroleum hydrocarbons; automotive fluids; cooking grease; detergents (biodegradable or otherwise); degreasers; cleaning chemicals; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects and accumulations, so that same may cause or contribute to pollution; floatable; pesticides, herbicides, and fertilizers; liquid and solid wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; concrete and cement; and noxious or offensive matter of any kind.

“Pollution” means the contamination or other alteration of any water’s physical, chemical or biological properties by the addition of any constituent and includes but is not limited to, a change in temperature, taste, color, turbidity, or odor of such waters, or the discharge of any liquid, gaseous, solid, radioactive, or other substance into any such waters as will or is likely to create a nuisance or render such waters harmful, detrimental or injurious to the public health, safety, welfare, or environment, or to domestic, commercial, industrial, agricultural, recreational, or other legitimate beneficial uses, or to livestock, wild animals, birds, fish or other aquatic life.

“Premises” mean any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

“State Waters” means any and all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage systems, springs, wells, and other bodies of surface and subsurface water, natural or artificial, lying within or forming a part of the boundaries of the State of Georgia which are not entirely confined and retained completely upon the property of a single person.

“Stormwater Runoff” or **“Stormwater”** means any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation and resulting from such precipitation.

“Structural Stormwater Control” means a structural stormwater management facility or device that controls stormwater runoff and changes the characteristics of that runoff including, but not limited to, the quantity and quality, the period of release or the velocity of flow.

SECTION 16.38.030. PROHIBITIONS

A. Prohibition of Illicit Discharges

No person shall throw, drain, or otherwise discharge, cause, or allow others under its control to throw, drain, or otherwise discharge into the City of Auburn separate storm sewer system any pollutants or waters containing any pollutants, other than stormwater.

The following discharges are exempt from the prohibition provision above:

- (1) Water line flushing performed by a government agency, other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising ground water, ground water infiltration to storm drains, uncontaminated pumped ground water, foundation or footing drains (not including active groundwater dewatering systems), crawl space pumps, air conditioning condensation, springs, natural riparian habitat or wetland flows, and any other water source not containing pollutants.
- (2) Discharges or flows from firefighting, and other discharges specified in writing by the Public Works Director or Code Enforcement Officer as being necessary to protect public health and safety.
- (3) The prohibition provision above shall not apply to any non-stormwater discharge permitted under an NPDES permit or order issued to the discharger and administered under the authority of the State and the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the City of Auburn separate storm sewer system.

B. Prohibition of Illegal Connections

The construction, connection, use, maintenance or continued existence of any illegal connection to the City of Auburn separate storm sewer system is prohibited.

- (1) This prohibition expressly includes, without limitation, illegal connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
- (2) A person violates this ordinance if the person connects a line conveying sewage to the City of Auburn separate storm sewer system, or allows such a connection to continue.
- (3) Improper connections in violation of this ordinance must be disconnected and redirected, if necessary, to an approved onsite wastewater management system or the sanitary sewer system upon approval of Barrow County.
- (4) Any drain or conveyance that has not been documented in plans, maps or equivalent, and which may be connected to the storm sewer system, shall be located by the owner or occupant of that property upon receipt of written notice of violation from the Code Enforcement Officer requiring that such locating be completed. Such notice will specify a reasonable time period within which the location of the drain or conveyance is to be completed, that the drain or conveyance be identified as storm sewer, sanitary sewer or other, and that the outfall location or point of connection to the storm sewer system,

sanitary sewer system or other discharge point be identified. Results of these investigations are to be documented and provided to the Code Enforcement Officer.

SECTION 16.38.040. INDUSTRIAL OR CONSTRUCTION ACTIVITY DISCHARGES

Any person subject to an industrial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the Code Enforcement Officer prior to allowing discharges to the City of Auburn separate storm sewer system.

SECTION 16.38.050. ACCESS AND INSPECTION OF PROPERTIES AND FACILITIES

The Code Enforcement Officer and his or her designee shall be permitted to enter and inspect properties and facilities at reasonable times as often as may be necessary to determine compliance with this ordinance.

- (1) If a property or facility has security measures in force which require proper identification and clearance before entry into its premises, the owner or operator shall make the necessary arrangements to allow access to representatives of the Code Enforcement Officer.
- (2) The owner or operator shall allow the Code Enforcement Officer ready access to all parts of the premises for the purposes of inspection, sampling, photography, videotaping, examination and copying of any records that are required under the conditions of an NPDES permit to discharge stormwater.
- (3) The Code Enforcement Officer shall have the right to set up on any property or facility such devices as are necessary in the opinion of the Code Enforcement Officer to conduct monitoring and/or sampling of flow discharges.
- (4) The Code Enforcement Officer may require the owner or operator to install monitoring equipment and perform monitoring as necessary, and make the monitoring data available to the Code Enforcement Officer. This sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the owner or operator at his/her own expense. All devices used to measure flow and quality shall be calibrated to ensure their accuracy.
- (5) Any temporary or permanent obstruction to safe and easy access to the property or facility to be inspected and/or sampled shall be promptly removed by the owner or operator at the written or oral request of the Code Enforcement Officer and shall not be replaced. The costs of clearing such access shall be borne by the owner or operator.
- (6) Unreasonable delays in allowing the Code Enforcement Officer access to a facility is a violation of this ordinance.
- (7) If the Code Enforcement Officer has been refused access to any part of the premises from which stormwater is discharged, and the Code Enforcement Officer is able to demonstrate probable cause to believe that there may be a violation of this ordinance, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this ordinance or any order issued hereunder, or to protect the overall public health, safety, environment and welfare of the community, then the Code Enforcement Officer may seek issuance of a search warrant from any court of competent jurisdiction.

SECTION 16.38.060. NOTIFICATION OF ACCIDENTAL DISCHARGES AND SPILLS

Notwithstanding other requirements of law, as soon as any person responsible for a facility, activity or operation, or responsible for emergency response for a facility, activity or operation has information of any known or suspected release of pollutants or non-stormwater discharges from that facility or operation which are resulting or may result in illicit discharges or pollutants discharging into stormwater, the City of Auburn

separate storm sewer system, State Waters, or Waters of the U.S., said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release so as to minimize the effects of the discharge.

Said person shall notify the authorized enforcement agency in person or by phone, facsimile or in person no later than 24 hours of the nature, quantity and time of occurrence of the discharge. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the Code Enforcement Officer within three business days of the phone or in person notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years. Said person shall also take immediate steps to ensure no recurrence of the discharge or spill.

In the event of such a release of hazardous materials, emergency response agencies and/or other appropriate agencies shall be immediately notified.

Failure to provide notification of a release as provided above is a violation of this ordinance.

SECTION 16.38.070. VIOLATIONS, ENFORCEMENT AND PENALTIES

A. Violations

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this Ordinance. Any person who has violated or continues to violate the provisions of this ordinance, may be subject to the enforcement actions outlined in this section or may be restrained by injunction or otherwise abated in a manner provided by law.

In the event the violation constitutes an immediate danger to public health or public safety, the Code Enforcement Officer is authorized to enter upon the subject private property, without giving prior notice, to take any and all measures necessary to abate the violation and/or restore the property. The Code Enforcement Officer is authorized to seek costs of the abatement as outlined in Section 7.5.

B. Notice of Violation

Whenever the Code Enforcement Officer finds that a violation of this ordinance has occurred, the Code Enforcement Officer may order compliance by written notice of violation.

- (1) The notice of violation shall contain:
 - (a) The name and address of the alleged violator;
 - (b) The address when available or a description of the building, structure or land upon which the violation is occurring, or has occurred;
 - (c) A statement specifying the nature of the violation;
 - (d) A description of the remedial measures necessary to restore compliance with this ordinance and a time schedule for the completion of such remedial action;
 - (e) A statement of the penalty or penalties that shall or may be assessed against the person to whom the notice of violation is directed; and,
 - (f) A statement that the determination of violation may be appealed to the Municipal Court Judge by filing a written notice of appeal within thirty (30) days of service of notice of violation.
- (2) Such notice may require without limitation:
 - (a) The performance of monitoring, analyses, and reporting;
 - (b) The elimination of illicit discharges and illegal connections;
 - (c) That violating discharges, practices, or operations shall cease and desist;
 - (d) The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property;

- (e) Payment of costs to cover administrative and abatement costs; and,
- (f) The implementation of pollution prevention practices.

C. APPEAL OF NOTICE OF VIOLATION

Any person receiving a Notice of Violation may appeal the determination of the Code Enforcement Officer. The notice of appeal must be received within thirty (30) days from the date of the Notice of Violation. Hearing on the appeal before the (local enforcement authority, or other appropriate authority) or his/her designee shall take place within 15 days from the date of receipt of the notice of appeal. The decision of the appropriate authority or their designee shall be final.

D. ENFORCEMENT MEASURES AFTER APPEAL

If the violation has not been corrected pursuant to the requirements set forth in the Notice of Violation, or, in the event of an appeal, within 10 days of the decision of the appropriate authority upholding the decision of the Code Enforcement Officer, then representatives of the Code Enforcement Officer may enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the government agency or designated contractor to enter upon the premises for the purposes set forth above.

E. COSTS OF ABATEMENT OF THE VIOLATION

Within 30 days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the assessment or to the amount of the assessment within 30 days of such notice. If the amount due is not paid within thirty (30) days after receipt of the notice, or if an appeal is taken, within thirty (30) days after a decision on said appeal, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment.

Any person violating any of the provisions of this article shall become liable to the City of Auburn by reason of such violation.

F. CIVIL PENALTIES

In the event the alleged violator fails to take the remedial measures set forth in the notice of violation or otherwise fails to cure the violations described therein within ten days, or such greater period as the City shall deem appropriate, after the City has taken one or more of the actions described above, the City may impose a penalty not to exceed \$1,000 (depending on the severity of the violation) for each day the violation remains unremedied after receipt of the notice of violation.

G. CRIMINAL PENALTIES

For intentional and flagrant violations of this ordinance, the City may issue a citation to the alleged violator requiring such person to appear in the City's Municipal Court to answer charges for such violation. Upon conviction, such person shall be punished by a fine not to exceed \$1,000 or imprisonment for 60 days or both. Each act of violation and each day upon which any violation shall occur shall constitute a separate offense.

H. VIOLATIONS DEEMED A PUBLIC NUISANCE

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this ordinance is a threat to public health, safety, welfare, and environment and is declared and deemed a nuisance, and may be abated by injunctive or other equitable relief as provided by law.

I. REMEDIES NOT EXCLUSIVE

The remedies listed in this ordinance are not exclusive of any other remedies available under any applicable Federal, State or local law and the City may seek cumulative remedies.

The City may recover attorney's fees, court costs, and other expenses associated with enforcement of this ordinance, including sampling and monitoring expenses.

In the event any Court of competent jurisdiction determines that any portion of the foregoing amendment is invalid, unconstitutional or otherwise illegal, such rulings shall not impair the validity of the rest and remainder of this amendment.

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

The City Administrator and City Clerk are further authorized to correct typographical errors in the text of the existing Code of Ordinances and to produce and publish a final codified version of the City Code with the amendments and revisions outlined herein.

This Ordinance shall be effective immediately upon its adoption by the Mayor and City Council.

SO ORDAINED this 18th day of January, 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



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AGENDA ITEM NO: ____ 4 ____

TO: MAYOR & COUNCIL

FROM: Iris Akridge – Public Works Director

DATE: January 18, 2024

PURPOSE: The 2024 Local Maintenance Improvement Grant (LMIG)

BACKGROUND: Each year the Georgia Department of Transportation awards a Local Maintenance & Improvement Grant (LMIG) to municipalities for road construction or repair(s). The amount of the allocation is based on the total centerline road miles (Auburn 43.64) for local road systems (locally owned, paved and unpaved roads) and the total population of the City (Auburn 9,261). To ensure the department uses current mileage numbers for the city it is critical the Office of Transportation Data is kept updated on any revisions or changes to the local road system. If a project list is not submitted, the city will not receive local assistance for the program year. The unused LMIG funds will be used for emergencies, economic development, or school access projects elsewhere in the state, on an as needed basis, as determined by the Commissioner.

LMIG funds for FY2024 are \$102,768.67 of which the City must match funds by 30% - \$30,830.60 for a total project cost of \$133,599.27. The LMIG Funds can be used immediately upon receiving or could be collected for construction for up to 3 fiscal years.

Pine Tree Lane (approximately 340 LF) and Dogwood Lane (approximately 435 LF) are in poor condition... damaged asphalt with alligator cracks, large potholes allowing water to infiltrate into the base and subgrade of the roads, soft shoulders eroding, and these roads have never been patched.

My recommendation for this year's FY2024 LMIG Grant submittal is Pine Tree Lane and Dogwood Lane – both in the Greentree subdivision for asphalt resurfacing.

FUNDING:	State 2024 LMIG Grant	\$102,768.67
	SPLOST	\$ 30,830.60

RECOMMENDATION: Approve Pine Tree Lane and Dogwood Lane as the selected roads for the 2024 Local Maintenance Improvement Grant (LMIG) to be used for asphalt resurfacing improvements.

ATTACHMENTS: LMIG General Guidelines & Rules
GDOT LMIG Application Checklist
FY2024 LMIG Formula Amounts

LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG) PROGRAM

GENERAL GUIDELINES & RULES

1. The following activities/projects will be eligible for LMIG funds:

- Preliminary engineering (including engineering work for R/W plans and Utility plans)
- Construction supervision & inspection
- Utility Adjustments or replacement
- Patching, leveling and resurfacing a paved roadway
- Grading, Drainage, Base and Paving existing or new roads
- Replacing storm drain pipe or culverts
- Intersection improvements
- Turn lanes
- Bridge repair or replacement
- Sidewalk adjacent (within right of way) to a public roadway or street
- Roadway Signs, striping, guardrail installation
- Signal installation or improvement
- Aggregate Surface Course for dirt road maintenance

2. The following activities/projects will not be eligible for LMIG funds:

- Right of Way acquisition for a county or city road
- Street Lighting
- Beautification & Streetscapes
- Walking trails and tracks
- Landscaping
- Administrative Services
- Parking Lots

**** Locally purchased Right of Way will be eligible to go toward the 10% or 30% local match.*

3. The amount of your allocation is based on the total centerline road miles for your local road system and the total population of your county or city as compared with the total statewide centerline road miles and total statewide population. To ensure the Department uses current mileage numbers for your county or city it is critical that you keep our Office of Transportation Data updated on any revisions or changes to your local road system.

4. If a local government does not submit a project list, they will not receive local assistance for that program year. The unused LMIG funds will be used for emergencies, economic development or school access projects elsewhere in the state, on an as needed basis, as determined by the Commissioner.

5. You will be responsible for a 10% or 30% match to obtain your LMIG funds as stated in the Transportation Investment Act (TIA). The counties and cities in the River Valley Region, Central Savannah River Area, Heart of Georgia Region, and Southern Georgia Region will be at the 10% match. All other remaining counties and cities will be at the 30% match. For example, if your formula allocation is \$100,000 and your county's match requirement is 30%, then your project list must have a total in value dollar amount over \$130,000. If the project list you submit does not equal or exceed your Formula Amount plus your required match, you will be asked to resubmit your application.

6. Larger LMIG Projects, that include preliminary engineering, right of way and construction phases, shall be completed *as soon as possible* but substantially complete within three (3) years from the date of receiving the LMIG Grant. We expect resurfacing and maintenance type projects to be completed within a year from the date of receiving the LMIG Grant unless it is necessary for the local government to combine their fiscal year allocations. Funds can be rolled up to 3 fiscal years, when the project list is approved by the Department.

7. All preconstruction activities, advertisements, lettings, and quality control of work and materials will be the responsibility of the local government. It's important to remember that all these expenses are eligible for LMIG funds and the match requirements.

8. All work to be paid with LMIG funds cannot begin until the Department has issued payment to the Local Government.

9. Wherever practical and feasible, GDOT encourages the use of locally owned, disadvantaged business enterprises, and veteran owned businesses in any project that is funded in whole or in part with LMIG funds. GDOT asks each Local Government to report, at the end of the year, any DBE usage on LMIG contracts to your local District State Aid Coordinator. This measure will be used to assist GDOT in meeting the 2012-2015 Race Neutral DBE Goals. If you have any questions concerning firms that are DBE Certified, please visit our web page at www.dot.ga.gov.

10. The local government shall accomplish all the design activities in connection with the projects identified on the project list. Design activities must be accomplished in accordance with the applicable guidelines of the American Association of State Highway and Transportation Officials ("AASHTO") and the Manual on Uniform Traffic Control Devices (MUTCD), current edition.

11. In addition, all projects on the state route system shall be done in accordance with DEPARTMENT design policies & guidelines where applicable. The local government shall also be responsible for submitting permit applications to the District Traffic Operations Office or the District Utilities Office if the project is on a state route.

12. The Department recommends that any design plans for bridge replacement and structural repairs be reviewed by the State Bridge Engineer prior to construction. If not, final bridge plans and all supporting documents must be submitted to the Local Grants Office in Atlanta. Final plans will then be forwarded to the Bridge Maintenance Office for use in their biennial inspections. Request for plan review should be coordinated with the Office of Bridge Design located at One Georgia Center, 600 West Peachtree Street, Atlanta, Georgia 30308. Phone (404) 631-1985.

13. All projects identified on the project list shall be constructed in accordance with the DEPARTMENT's Standard Specifications Construction of Transportation Systems (current edition), Supplemental Specifications (current edition) and Special Provisions.

14. Authorized representatives of the DEPARTMENT may at all reasonable times review and inspect the work, activities and data collected in connection with the projects identified on the project list, including but not limited to, all reports, drawings, studies, specifications, estimates, maps and computations prepared by or for the local government.

15. All projects on the project list shall be subject to a construction field audit at any time. The audit may be performed by employees of the DEPARTMENT or by an independent auditor on behalf of the DEPARTMENT. Local governments shall make a good faith effort to cooperate with GDOT employees or auditor(s).

16. The Local Government shall submit a project status letter each year to their local District Office. This documentation must be received and approved before subsequent LMIG Grants can be approved.

17. Upon completion of the LMIG project, the Local Government must notify their local District Office that the project list is complete and ready to be closed. The Local Government will also have to complete a "Statement of Final Expenditures" and submit to the local District Office.

18. All inspections, sampling and testing of the work will be the responsibility of the local government. Documentation of this work will not have to be submitted to the Department for review.

19. All local governments receiving LMIG funds are responsible for completing their own environmental documentation for proposed work.

20. For any questions about the LMIG process, please contact the Local Grants Office in Atlanta at 404-347-0240 or call your State Aid Coordinator at the following locations:

District Office	Contact Number
District One – Gainesville	770.519.0118
District Two – Tennille	478-553-3383
District Three – Thomaston	706-646-7505
District Four – Tifton	229-391-5438
District Five – Jesup	912-530-4396
District Six – Cartersville	678-721-5293
District Seven – Chamblee	770-216-3880

Charles Arnhart

GDOT LMIG APPLICATION CHECKLIST

1. Local Government **must include a cover letter** with their LMIG Application. The cover letter shall include the following:
 - a. Overview of type of project(s) being requested
 - b. Status of previous LMIG funding
 - c. Signature of Mayor or County Commission Chairperson
2. The LMIG Application Form shall include the following:
 - a. Signature of Mayor or County Commission Chairperson
 - b. County/City Seal (Required)
 - c. Notary signature and seal
3. Project List including a brief description of work to be done at each location.

FY 2024 LMIG FORMULA AMOUNTS

Cities are within multiple regional commissions -

Cities are within multiple Counties in the same regional commissions -

Based on 2021 Census Estimates **

Based on 2023 GDOT Report *

GDOT District	County	City	Total Mileage*	Population**	2022 LMIG Formula Amount	2023 LMIG Formula Amount	2024 LMIG Formula Amount	Required LMIG Match
5	APPLING	(UNINCORPORATED)	859.10	13,021	\$ 1,034,431.44	\$ 1,051,992.00	\$ 1,129,807.27	10%
5	APPLING	BAXLEY	85.19	5,008	\$ 121,100.37	\$ 126,318.00	\$ 134,725.81	10%
5	APPLING	GRAHAM	2.69	264	\$ 4,984.98	\$ 5,228.61	\$ 4,900.50	10%
5	APPLING	SURREY	6.17	195	\$ 7,830.02	\$ 7,979.71	\$ 8,733.78	10%
4	ATKINSON	(UNINCORPORATED)	379.13	5,289	\$ 447,130.11	\$ 458,067.91	\$ 495,804.05	10%
4	ATKINSON	PEARSON	18.53	1,847	\$ 32,734.00	\$ 32,831.28	\$ 33,930.59	10%
4	ATKINSON	WILLACOOCHIEE	14.75	1,255	\$ 24,381.43	\$ 24,566.81	\$ 25,694.98	10%
5	BACON	(UNINCORPORATED)	500.40	7,682	\$ 601,270.88	\$ 613,186.85	\$ 658,675.09	10%
5	BACON	ALMA	40.97	3,397	\$ 64,825.71	\$ 66,038.40	\$ 70,828.19	10%
4	BAKER	(UNINCORPORATED)	273.38	2,231	\$ 318,176.90	\$ 324,666.49	\$ 347,847.35	30%
4	BAKER	NEWTON	9.43	588	\$ 13,284.88	\$ 14,028.18	\$ 15,118.72	30%
2	BALDWIN	(UNINCORPORATED)	414.82	26,616	\$ 610,724.41	\$ 622,252.55	\$ 669,643.65	30%
2	BALDWIN	MILLEDGEVILLE	93.59	17,165	\$ 210,642.18	\$ 214,261.22	\$ 219,216.56	30%
1	BANKS	(UNINCORPORATED)	348.77	14,656	\$ 483,454.51	\$ 485,635.78	\$ 515,874.37	30%
1	BANKS	HOMER	17.65	1,360	\$ 26,966.05	\$ 27,086.41	\$ 29,881.49	30%
1	BANKS / JACKSON	MAYSVILLE	19.08	1,965	\$ 33,079.34	\$ 33,808.02	\$ 35,323.42	30%
1	BARROW	(UNINCORPORATED)	480.96	54,011	\$ 817,076.54	\$ 833,071.01	\$ 917,757.02	30%
1	BARROW	BETHLEHEM	8.45	732	\$ 13,019.66	\$ 13,781.28	\$ 14,799.75	30%
1	BARROW	CARL	3.66	215	\$ 5,788.02	\$ 5,512.95	\$ 5,787.23	30%
1	BARROW	STATHAM	22.36	2,857	\$ 40,589.23	\$ 41,781.81	\$ 44,779.31	30%
1	BARROW	WINDER	95.06	18,825	\$ 207,414.41	\$ 214,841.14	\$ 231,148.41	30%
1	BARROW / GWINNETT	AUBURN	43.64	8,094	\$ 92,399.05	\$ 93,779.61	\$ 102,768.67	30%
6	BARTOW	(UNINCORPORATED)	872.98	75,257	\$ 1,387,592.92	\$ 1,414,102.80	\$ 1,526,741.01	30%
6	BARTOW	ADAIRSVILLE	35.29	4,979	\$ 67,101.01	\$ 68,727.19	\$ 73,542.44	30%
6	BARTOW	CARTERSVILLE	138.98	23,222	\$ 278,091.27	\$ 283,448.41	\$ 311,688.40	30%
6	BARTOW	EMERSON	21.04	1,446	\$ 32,437.90	\$ 33,106.77	\$ 34,551.05	30%
6	BARTOW	EUHARLEE	24.97	4,315	\$ 52,582.83	\$ 53,555.75	\$ 56,871.63	30%
6	BARTOW	KINGSTON	8.02	745	\$ 12,759.24	\$ 13,027.41	\$ 14,353.41	30%
6	BARTOW	WHITE	4.91	660	\$ 9,676.44	\$ 9,761.29	\$ 10,032.27	30%



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: Michael Parks
City Administrator

DATE: January 18, 2024

PURPOSE:

Pay the RWSP Dewatering Contract starting with Pay Request #15 and moving forward. Winder requesting that Auburn start paying 1/3 of the cost to keep stormwater pumped out of the RWSP until construction is complete.

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 original assumption was that the approximate cost would come out to be about 1/3-2/3. The dewatering of the RWSP has gone on longer than anticipated and Winder has spent more than 2/3 of the total cost. The dewatering has been going on for more than 38 months. It therefore seems reasonable that going forward Auburn should start to pay 1/3 third of the dewatering cost. The total cost is \$18,993 per month. Auburn's share would be \$6,331 per month. Auburn would pay Winder since Griffin Brothers does not have a contract with Auburn. This is an operating expense and would not be paid out of GEFA funds.

RECOMMENDATION:

Pay \$6,331 Request #15 and 1/3 of the dewatering cost to the City of Winder moving forward till the project is complete.

FUNDING:

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

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

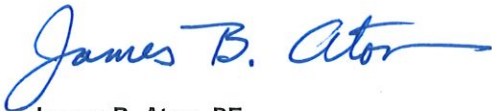
Dear Ms. Knight:

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

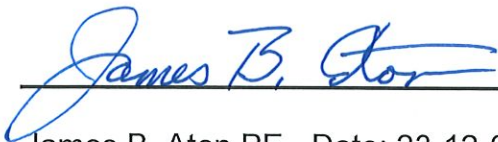
JBA

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.					6.30.21		10.4.21		11.29.21		Thru. 12.31.21		Thru. 1.31.22		Thru. 2.24.22		Thru. 5.31.22		Thru. 7.30.22		Thru. 8.31.22		Thru. 9/31/23		Thru. 2/28/23		Thru. 6/30/23		Thru. 9/30/23		Thru. 11/30/23						
City of Winder - Dewatering Storm Water Storage Pond PR #1 4.12.21					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				
Item No.	Description	Unit	Est. No. of Units	Total Unit Price	Total Cost	Est. No. of Units	Total Cost	Est. No. of Units	Total Cost	Est. No. of Units	Total Cost	Est. No. of Units	Total Cost	Est. No. of Units	Total Cost	Est. No. of Units	Total Cost	Est. No. of Units	Total Cost	Est. No. of Units	Total Cost	Est. No. of Units	Total Cost	Est. No. of Units	Total Cost	Est. No. of Units	Total Cost	Est. No. of Units	Total Cost	Est. No. of Units	Total Cost	Est. No. of Units	Total Cost				
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	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	\$ 8,974.4	\$ 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 @16/1F w/ mulch berm accepted	LF	390	\$ 7,025.7		390	\$ 2,740.00																														
27	Days of Large Pump Ops more than Line 17	DAY	27	\$ 692		27	\$ 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 Adjustmnet	MO	1	\$ 3,026.15																3.00	\$ 9,078.45	2.00	\$ 6,052.30	1.00	\$ 3,026.15	1.00	\$ 3,026.15	5.00	\$ 15,130.75	4.00	\$ 12,104.60	0.00	\$ -				
	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				
	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)		\$ (900.50)		\$ (3,352.38)		\$ (2,202.09)		\$ (1,101.05)		\$ (1,101.05)		\$ (5,505.24)		\$ (4,404.19)		\$ (2,898.46)				
	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		\$ 36,090.10				
Sum of Payments to Date																																					
190,103.69 275,094.08 312,119.75 366,254.90 402,812.78 419,922.27 483,617.51 525,457.29 546,377.20 567,297.10 671,896.57 755,576.16 810,646.85 846,736.10																																					

STATE OF GEORGIA

BARROW COUNTY

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made and entered this 15th day of January, 2015 by and between the City of Auburn, Georgia, a Georgia Municipal corporation, and the City of Winder, Georgia, a Georgia Municipal corporation;

WITNESSETH

WHEREAS, the City of Auburn and the City of Winder operate water systems to supply drinking water to their respective customers; and

WHEREAS, the City of Auburn has filed applications with the State of Georgia to create a drinking water reservoir and to become an independent water system; and

WHEREAS, the City of Auburn has obtained approval of a loan from the Georgia Environmental Finance Authority (GEFA) for the quarry/reservoir project; and

WHEREAS, the City of Winder consents to the City of Auburn's application to create the reservoir and become an independent system and wishes to participate in the reservoir project for the mutual benefit of both cities and increased water supply available to both cities for their current and long range needs; and

WHEREAS, water resources investigations have shown that the combined flows of Rock Creek, Little Mulberry and Mulberry River Basins along with a 1.1 billion gallons storage reservoir will provide 3 MGD for Winder on an Annual average and 1.5 MGD for Auburn on an Annual average; and

WHEREAS, the proposed project benefits not only customers of the City of Auburn and the City of Winder but also customers of Barrow County, Georgia and other participants in the Upper Oconee Basin Water Authority by freeing water currently withdrawn from the Bear Creek Reservoir for use by the Cities of Auburn and Winder to be used by other customers served by the members of the Upper Oconee Basin Water Authority from Bear Creek Reservoir;

WHEREAS, the term "raw water" shall mean water withdrawn directly from Rock Creek, Little Mulberry River and Mulberry River and the term "reservoir water" shall mean settled water withdrawn from the reservoir described herein; and

WHEREAS, the City of Auburn and the City of Winder wish to memorialize certain terms and conditions for their cooperation in the City of Auburn's application and improvement of its water system and joint participation in the project described therein; and

WHEREAS, for the purposes of this Agreement "Project" shall include the storage reservoir and all associated infrastructure required so that the Cities may withdraw raw water from the Mulberry River, the Little Mulberry river and Rock Creek and store the raw water in the reservoir and then transmit reservoir water to the water treatment plants of each City.

NOW THEREFORE, the parties hereto agree as follows:

1. The parties agree to file all documents necessary with the Georgia Department of Natural Resources and Environmental Protection Division (EPD), the Georgia Environmental Finance Authority (GEFA), and any other entity necessary to complete withdrawal permit applications for each City so as to allow each City to obtain its own permit to withdraw raw water from the Mulberry River Basin and reservoir water from the reservoir to supply the needs of the City of Auburn and the City of Winder and the financing of the improvements described herein.

2. The parties agree that their targets for withdrawal for the Project are as follows: 1.5 million gallons per day of drinking water Annual Average Daily Flow (AADF) to be supplied for the City of Auburn; 3 million gallons per day of drinking water Annual Average Daily Flow (AADF) to be supplied for the City of Winder, Georgia. The parties further agree that the withdrawal permits shall be structured so as to describe the needs and quantities outlined in this paragraph so that each City needs are documented and met. Each City further agrees that it will not take any action to alter or diminish the withdrawal and usage rights of the other to the target amounts listed herein. If the EPD does not approve the target withdrawal permits for either City, the cost sharing provisions of this MOU shall be renegotiated.
3. The parties agree that the City of Winder will construct a raw water supply pipeline from the approved intake points on the Mulberry River and Little Mulberry River to the proposed quarry/reservoir site in the City of Auburn at its sole expense. The parties acknowledge that the City of Winder may determine that the Little Mulberry intake is not needed. The City of Auburn will construct an intake on Rock Creek near the quarry/reservoir site at its sole expense to provide water supply by gravity flow when the reservoir water levels are below the bottom elevation of Rock Creek.
4. Each party shall construct all pumps and related facilities for separate removal of water from the reservoir at its sole expense. The exact locations of the intake points at the reservoir shall be mutually agreed by both Cities. The parties acknowledge and agree that the contributory costs of accommodating Winder's higher water withdrawal amount are not directly proportional to the parties' respective

withdrawal amounts and shares. For this reason, after construction, the parties will share the costs for the operation and maintenance of the raw water supply line and pumps and related facilities from the Mulberry River and Little Mulberry River to the quarry/reservoir site as follows: The City of Winder shall pay all planning, engineering, design and construction costs of the raw water supply line and pumps from the Mulberry River and Little Mulberry River to the quarry/reservoir site. The parties acknowledge that the City of Auburn anticipates being able to withdraw 1.5 million gallon per day from Rock Creek. If the City of Auburn's need for water from the reservoir exceeds its permitted daily withdrawal from Rock Creek on a monthly average, then the City of Auburn shall pay the City of Winder its proportionate share of the operations and maintenance costs of the Winder intake, pump station and supply line on a monthly basis. Such payment shall be calculated as follows: The average daily River withdrawal by Auburn for the month divided by the Total average daily River withdrawal by Auburn and Winder times total costs for operating and maintaining the pump station at the River and the supply line from the River to the reservoir site. (Auburn's Cost = Auburn Flow * (Total Cost / Total Flow). Winder shall bill and Auburn shall pay this sum for each calendar month Auburn's reservoir withdrawal exceeds its permitted daily withdrawal from Rock Creek on a monthly average.

5. The City of Auburn will acquire and construct the quarry site for the reservoir. Any acquisition price that is negotiated with the property owner must be consented to by Winder. Condemnation proceedings to acquire the site may be filed by Auburn only with the express consent of Winder and Auburn will keep Winder informed of

all proceedings and negotiations and allow Winder to provide input and advice. The exact location and area of the site acquired under this Agreement shall be mutually agreed by both Cities. The Cities will share the acquisition and construction costs of the quarry site and Winder's share shall be two-thirds and Auburn's share shall be one-third. Title to the pump sites and water lines from the River(s) will be held by the City of Winder. Title to the quarry site will be held by the City of Auburn. The City of Winder shall have ownership of an amount of capacity or storage space within the reservoir to be documented in a permanent, recorded easement. The amount of storage space shall be determined based on the amount of AADF approved for the City of Winder. Based on the initial withdrawal amounts outlined above, the City of Winder's capacity in the reservoir site shall be approximately 97 million cubic feet (725 MG) and the City of Auburn's capacity shall be approximately 54 million cubic feet (404 MG). The City of Auburn shall place recorded protective covenants on the quarry site to prevent the sale or transfer of the quarry site and to prevent any other uses, actions or activities that would jeopardize the water quality in the reservoir or Winder's rights to storage capacity and withdrawal from the reservoir without the express consent of Winder, acting in its sole discretion. The City of Winder shall place recorded protective covenants on the Mulberry River Basin Intake sites to prevent the sale or transfer of the intake sites and to prevent any other uses, actions or activities that would jeopardize raw water quantity and quality or Auburn's water supply rights from the Mulberry River Basin intake sites without the express consent of Auburn, acting in its sole discretion. Each party will operate and maintain its own pumps in the reservoir and

the O&M costs shall be borne by each party. The reservoir levels, water quality, operation of the supply sources and maintenance recommendations will be the responsibility of both Cities with any mutually agreed upon maintenance cost for water quality or repair to the reservoir structure being shared two-thirds by Winder and one-third by Auburn. The Cities will agree on a common single party to serve as the Reservoir Operator. The Cities will cooperate in hiring a common consultant to develop Standard Operating Procedures which both Cities and the Reservoir Operator shall follow in the operation and maintenance of the reservoir.

6. Each City shall bear its own costs and expenses for transmitting reservoir water to their respective water treatment plants and for treating and distributing the treated reservoir water described herein.
7. The City of Winder will design and construct any reservoir water pipelines, pumps or other facilities from the quarry/reservoir to its water treatment plant and facilities at its sole expense.
8. Each party will grant to the other, at no cost, any necessary permits or easements over property it owns or in which it has an interest, so that the other may install pipelines, pumps and related facilities.
9. The City of Auburn will design and construct any water pipelines, pumps or other facilities from the reservoir to the Park Mill Road treatment plant and from the plant to its existing lines and facilities at its sole expense.
10. The parties further agree that in the future they will endeavor to negotiate in good faith for an additional agreement to provide that their long term water supply needs may be met by a future expansion of the quarry-reservoir system and that an

additional 1 million gallons per day of drinking water Annual Average Daily Flow (AADF) will be reserved for the City of Auburn.

11. The parties agree to execute all documents including applications, intergovernmental agreements, and other documents necessary to implement the terms of this Memorandum of Understanding. The parties further warrant and represent that the terms of this Memorandum of Understanding have been approved by the Mayor and City Councils of both cities in a public meeting.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date written above.

CITY OF AUBURN, GEORGIA

By: Linda Blechinger (SEAL)
Linda Blechinger, Mayor



ATTEST:

Joyce Brown
Joyce Brown, City Clerk

CITY OF WINDER, GEORGIA

By: David Maynard 2/4/15 (SEAL)
David Maynard, Mayor



ATTEST:

April Furman 2-4-15
April Furman, 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: 6

TO: Mayor and Council

FROM: Sarah McQuade
City Planner

DATE: January 18, 2024

PURPOSE:

Blue River Development (c/o Alliance Engineering & Planning) 6TH Street

BACKGROUND:

The applicant is requesting a conceptual site plan modification for the combined 26.53± acre development for the purpose of developing attached and detached single-family development. The property is zoned City Center District, (CCD, 17.90.200), and is proposed to be the second phase of residential development near the City Hall Municipal Complex. The request is to approve the conceptual master development plan for the remaining 26.53± acres of the Harmony development. NOTE: An additional 2.48± acres located within the Town of Carl and is proposed to be used as a stormwater management facility for the development.

FUNDING:

N/A

RECOMMENDATION:

To approve with staff recommended conditions attached.

ATTACHMENT(S):

COMMUNITY DEVELOPMENT DEPARTMENT RECOMMENDATION:

Findings in the Comprehensive Plan regarding population growth, consistency with the design principles of the Mixed Use Future Land Use Character Area; suitability with current land use of the adjacent City Hall Municipal Complex, findings that the proposed development cannot be reasonably accommodated by other available zoning regulations; and analysis that the proposed development will result in a greater benefit to the City as a leads staff to recommend **APPROVAL** of the Conceptual Site Plan Modification, per [17.90.206](#), with the following conditions:

To restrict the use of the property as follows:

1. No more than 170-units, as presented in the application materials.
2. To further the initiative of the 2018 Comprehensive Plan and the intent of the City Center District (CCD) and outlined in the Ordinance Number 20-015 which established the CCD district, 30% of the single-family detached units shall include floor plans with a primary bedroom on the first floor.
3. The Developer shall use a variety of techniques to avoid the monotonous appearance of identical homes. Such techniques may employ among others the use of differing front elevations, architectural styles, building exteriors, colors, setbacks or other similar techniques to provide a more pleasing appearance to the subdivision. There shall be no vinyl siding permitted. No two (2) adjacent homes will be landscaped the same. All residential units with frontage along 6th Street shall be rear loaded, with the front of the residences oriented towards 6th Street. Access to the lots will originate from inside of the development.
4. The architectural style of the development shall be consistent with the aesthetics of the residential portion of Harmony Farms Phases 1, 2A, & 2B. The final architectural designs shall be subject to the approval of the Community Development Director.
5. A pedestrian connection to City Hall shall be constructed at the expense of the developer. The proposed trail will be of hard surface (such as concrete, pavement, or an approved elevated boardwalk/pedestrian bridge) and will be the responsibility of the developer/HOA to maintain. The trail shall be completed prior to the issuance of a certificate of occupancy for 50 percent of the units in the development.
6. The covenants for the homeowner's association shall provide a restriction on the rental of units in the community so that no more than twenty percent (20%) of the residences in the community shall be offered for rental. As is the case with most such restrictions, there would be a limited exception available for a unit to be rented under special or emergency circumstances approved by the homeowner's association.
7. The final plat shall include a disclosure which provides that "Purchasers are notified that the property described herein is contiguous to a farm operation and animals which may produce sights, sounds, and smells commonly associated with agricultural practices and uses."
8. Developer shall install and the Homeowners association shall maintain a six-foot tall wood privacy fence along the common boundary line of the subject property and the property of Mr. Dwayne K. Elliot (bearing tax parcel number CA01 007).

To satisfy the following site development considerations:

1. Compliance with all City of Auburn Municipal Code unless otherwise provided within the adopted Master Development Site Plan and written descriptions submitted herein and approved by Council, including construction and design of all utilities and infrastructure. No direct lot access shall be allowed to 6th Street.
2. All streets to be privately owned and maintained.
3. A mandatory Homeowners Association shall be established and shall be responsible for maintenance of all common areas/facilities and street frontage landscaping. The 6th Street frontage shall be landscaped by the developer and maintained by the Homeowners Association and shall include decorative masonry entrance features. Landscape plans, entrance features, and fencing shall be subject to the review and approval of the Community Development Director.
4. Said association shall be incorporated which provides for building and grounds maintenance, repair, insurance, and working capital. Said association must also include declarations and by-laws includes rules and regulations which shall at a minimum regulate and control the following:
 - a. Exterior home maintenance, including roofing and painting, of townhome units.
 - b. All grounds and common area maintenance, including detention facilities.
 - c. Fence, wall, and sign maintenance.
 - d. Street maintenance and street lighting.
5. Natural vegetation shall remain on the property until the issuance of a development permit.
6. All grassed areas on dwelling lots shall be sodded.
7. Underground utilities shall be provided throughout the development.
8. Stormwater detention facilities shall be fenced with a black vinyl-coated chain link fence a minimum of four feet in height and shall be fully screened from view of adjacent residences with a double staggered row of evergreens. Stormwater detention facilities shall conform in all respects to the City's Development Regulations and other applicable ordinances.
9. Prior to the issuance of a development permit, the applicant shall provide a traffic impact study. Any recommendations of said study shall be installed by the developer as part of the development process.

**COMMUNITY DEVELOPMENT DEPARTMENT**

CITY OF AUBURN

1369 FOURTH AVENUE

AUBURN, GA 30011

PHONE: 770-963-4002

www.cityofauburn-ga.org**MEMORANDUM**

TO: Planning & Zoning Commissioners

FROM: Sarah McQuade, City Planner

DATE: December 14, 2023

RE: RZ23-0004: Harmony Farms – CCD Conceptual Master Plan Modification:
Updated Application Materials

Dear Planning & Zoning Commission Members,

As you are aware, the applicant for RZ23-0004: Harmony Farms – CCD Conceptual Master Plan Modification, submitted updated application materials, including a revised Zoning Plan and Design Book, earlier this month. The below information summarizes the changes between the original request heard at your October Planning and Zoning Commission meeting and the revised proposal.

OVERALL DATA:		
	October 2023 Proposed	December 2023 Proposed
Existing Zoning	City Center District (CCD)	City Center District (CCD)
Gross Land Area	±26.53 acres	±26.53 acres
Proposed Units	169 units	170 units
SF Detached	118 units: Front Entry: 51 Rear Entry: 67	74 Units Front Entry: 43 Rear Entry: 31
SF Attached	51 units	96 Units
Proposed Gross Density	6.37 units per acre	6.41 units per acre
Minimum Unit Square Feet	NA	NA
Unit Width	34 feet – single family detached (118 units) 24 feet – single family attached (51 units)	40 feet – single family detached (74 units) 20 feet – single family attached (96 units)

Maximum Building Height	40 feet	40 feet
Minimum Open Space	22.4% / 6.5± acres	24.4% / 7.1± acres
Setbacks (External):		
Front	NA	NA
Rear	NA	NA
Side	NA	NA
Buffer (graded and replanted)	10 feet – as shown on site plan	10 feet – as shown on site plan
Landscape Strip	10 feet – along 6 th Street	10 feet – along 6 th Street
Setback (Internal):		
Front	0 – 15 feet	0 – 15 feet
Rear	0 – 20 feet	0 – 20 feet
Side	0 – 10 feet	0 – 10 feet
Driveway Depth	20 foot minimum	20 foot minimum
Streets / Right of Way:		
Right of Way Width	50 foot typical	50 foot typical
Street Width	24' B.C. – B.C. Typical	24' B.C. – B.C. Typical
It should be noted that some of the proposed development standards fall below those recommended in tables 1, 2, and 3 as found in 17.90.207, which is permitted to be adjusted by the community development director.		

The following changes are of note:

- The overall number of units has increased by 1, to 170 total units.
- The number of single family detached lots has decreased from 118 lots to 74 lots.
 - Note: This reduction is a result of an increase in the minimum lot width for these lots from 34 feet to 40 feet. The increased lot width will accommodate a single-store house type.
- The number of single family attached lots has increased from 51 units to 96 units. This change is a result of the increased lot width for the single family detached residences.

Additionally, the applicant has noted that any variances will be sought through separate requests to the Zoning Board of Appeals or City Council. It was determined that separate applications for these Conceptual Master Plan Modification and variances would be required as these types of requests follow separate meeting procedures than the current request before you. Specifically:

1. The current request is for the modification of the conceptual master plan and has only been advertised as such, not for any variances.
2. The possible variances require a different meeting procedure, before either the Zoning Board of Appeals or City Council and cannot be granted as part of the current request.

3. The Zoning Plan is conceptual in nature and as a result the need or extent of any variances is unknown. If the current request is approved, the applicant will develop a set of engineered plans for the development, in which any variances would be identified and not be speculative in nature.
 - a. By having engineered plans the applicant will be able to accurately identify the extent of the variances needed, and request specific relief, rather than a blanket variance for the entire development.

If you have any questions or need any additional information, please do not hesitate to contact me.

Thank you.

CC: Mayor and Members of City Council
Michael Parks
Jack Wilson



11-30-2023

HARMONY FARMS

CONTACT INFORMATION

DEVELOPER

BLUE RIVER DEVELOPMENT

3810 WINDERMERE PKWY SUITE 504
CUMMING, GA 30041
EMAIL: GREID@BLUERIVERDEVELOPMENT.COM
WEBSITE: WWW.BLUERIVERDEVELOPMENT.COM
T: 843-637-1365

ENGINEER, LAND PLANNER, LANDSCAPE ARCHITECT

ALLIANCE ENGINEERING

299 SOUTH MAIN STREET, SUITE A
ALPHARETTA GA, 30005
WEBSITE: WWW.ALLIANCECO.COM
T: 770-225-4730
CELL: 770-855-2430

ARCHITECTURE

MAIN STREET DESIGNS

3050 ROYAL BLVD. SOUTH, SUITE 135
ALPHARETTA GA, 30022
WEBSITE: WWW.MAINSTREETDESIGNSLLC.COM
T: 404-480-3881

PLUS OTHERS

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DEVELOPMENT INTENT

Applicant's Letter of Intent
Blue River Development
Harmony Farms

The Applicant, Blue River Development, requests approval of a master planned residential development on an assemblage of three parcels totaling approximately 29.1-acres. 2.48 acres of the site includes an area located in the Town of Carl. This area is being utilized for stormwater management for the community. There are no proposed homes in this area. Issuance of development permits for the site will be conditional based on an executed Intragovernmental Agreement (IGA) between Auburn and Carl. The subject site is in the heart of the city on the east side of 6th Street, behind the newly constructed City Hall and Harmony development. Other nearby uses include Auburn Elementary School on 6th Street, the post office and Perry-Rainey event center on 8th Street, and the Auburn Dental Center and the Layer Landing commercial Plaza on Atlanta Highway. Less than a half mile away is 4th Ave., which includes the existing city offices, the whistlestop shops and further retail and restaurants. In its proposed location, complimented by the many existing businesses, the residential development will support the neighborhood's intent of becoming more walkable, accessible, and safer for residents.

As proposed, the development will include a combination of single-family detached dwellings as well as attached townhomes for a total of 170 units and a density of 5.86 units per acre. Site access will be provided by way of two driveways on 6th Street, both with improvements subject to DOT standards and approval. 31 of the units will be single-family detached rear entry dwellings, each with a lot that is a minimum of 45-feet in width. These units will include a 2-car rear loaded garage, which will be accessed via alley or internal street and will front an internal street, 6th street, or a portion of the site's abundant open space. 43 of the units will be single-family detached front entry dwellings, each with a lot of 40-feet width. These units will include a 2-car front loaded garage with direct access to the internal street grid. The 96 attached townhomes are proposed as 20-feet wide with no minimum required widths. All townhomes will include a 1 or 2 car rear loaded garage and will front on either internal streets or open space. The architecture of the dwellings will be consistent with the character of the area, including the Harmony Development. High-end materials will be used, including brick, stacked stone, and various cement sidings. The community's open space is extensive and is designed for ideal pedestrian connectivity throughout the development and surrounding area. Sidewalks will be supplied on both sides of the internal streets with direct connections to 6th Street, amenity areas, and to the adjacent City Center. Open space areas will include the linear park adjacent to 6th Street, pocket parks, additional path to City Center, the amenity area, and the landscaped areas (including replanted buffers) along the border of the development. The central amenity area will include an event lawn, a pool with a cabana and pavilion, a kids play area, and lawn furniture including benches and trash receptacles. In addition to each unit having a two-car garage and two-car driveway, additional parking will be provided throughout the development. A total of 137 parallel spaces will be located along the internal streets, and six (6) 90-degree spaces will be located adjacent to the mail kiosks near the northern entrance of the site.

Concurrently, it is possible variances as outlined in the following may be required to permit the most efficient layout. Determination will be made during the permitting and engineering process. If needed, variances will be approved via process with Zoning Board of Appeals or City Council. Due to topographic constraints at the rear of the site, the Applicant requests relief from CODE 18.08.050.A.1 to reduce the city stream buffer from 50 feet to 0 feet, and from CODE 18.08.050.A.2 to reduce the city streams impervious surface setback from 25 feet to 0 feet. Allowing the encroachment into the buffer and setback will allow for more efficient grading and stormwater management. Likewise, it appears that the City Hall development on the other side of the stream also encroaches into the stream buffer and setback. Additionally, the Applicant requests relief from CODE 16.40.060.A to reduce the minimum intersection angle from 85 degrees to 70 degrees, from CODE 16.40.050.C to reduce the horizontal curve from 120 feet to 100 feet, and from CODE 16.40.050 & 16.28.020 to allow for the street, right of way, shoulder, and clear zones, to be as designed and illustrated within this application. As designed and with the low anticipated speeds, the Applicant submits that the designed street layout is safer and enhances walkability within the neighborhood.

The Applicant looks forward to meeting with staff and community to answer all questions or concerns and is excited to be able to provide exceptional housing in a highly desirable area of Auburn.

Based upon the above reasons, the applicant feels that this is a reasonable request and that action contradictory to the zoning request will constitute a taking of property in violation of the Just Compensation Clause of the Fifth Amendment and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States, and Article 1, Section 3, Paragraph 1 of the Constitution of Georgia, denying the owner viable use of its land.

Character and Architecture

The character for the proposed residential development will have an emphasis on connectivity and creating a sense of community. The goal is to achieve a connected community that promotes pedestrian activity and provides ample opportunity for community gatherings and interactions. The project is designed to be a vibrant community attractive to the growing populace of Auburn and surrounding areas. This includes active adults that will benefit from: fitness activities, walking and biking trails, sports facilities, swimming pool and opportunities for community gardens.

Green space will be provided throughout the community in the form of pocket parks, a community event lawn, recreational amenity complex and a linear park. Many homes will front these green spaces and act as accidental meeting places further enhancing community interactions and solidifying a sense of community. Thoughtful landscaping will enhance the pedestrian experience and tie the community together. Front porches on homes and sidewalks will encourage neighborly interaction and build a strong sense of community. Architectural styles and inventive street patterns will minimize traffic to ensure residents feel a part of the neighborhood.

The proposed architecture will offer a variety of housing products. Homes will utilize a variety of architectural elements including front porches, mix of building materials, and variety of facades. Home offerings will include detached homes that are a mix of rear and front entry garages. Townhomes will also be offered providing additional product type that will create distinct pods within the community. The townhomes will be rear entry via an alley allowing for emphasis to front on green spaces.

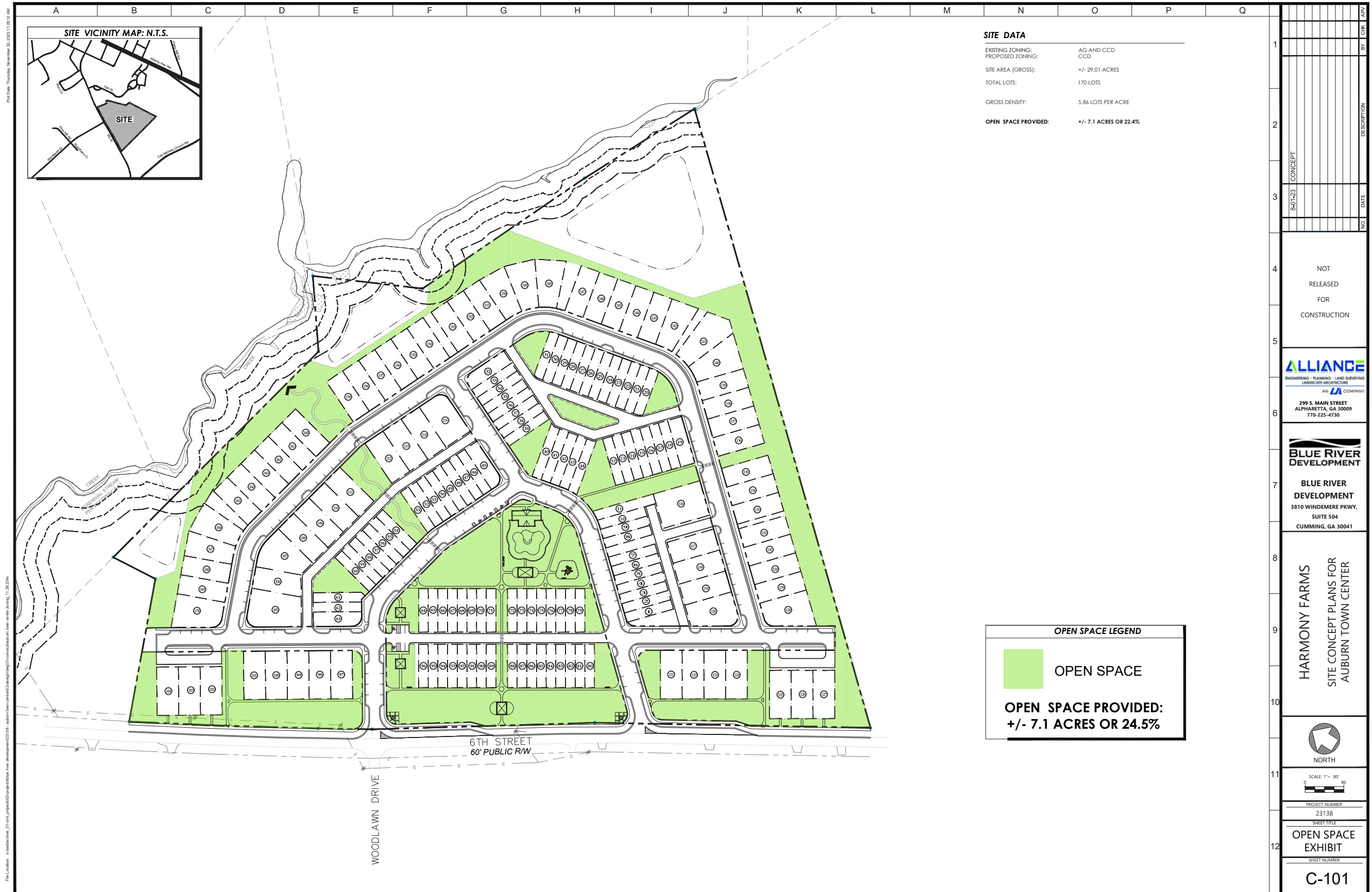
DEVELOPMENT STANDARDS		
OVERALL SITE DATA		
EXISTING ZONING	EQUALS	AG (CITY OF CARL) & CCD (CITY OF AUBURN)
PROPOSED ZONING	EQUALS	CCD (CITY OF AUBURN)
GROSS LAND AREA	EQUALS	29.01 ACRES
GROSS DENSITY	EQUALS	170 LOTS OR 5.86 LOTS PER ACRE
OPEN SPACE USES (RESIDENTIAL)		
OPEN SPACE	APPROX.	7.1 ACRES OR 24.5%
CODE VARIATIONS		
*IF NEEDED, VARIANCES WILL BE APPROVED VIA SEPARATE PROCESS (ZONING BOARD OF APPEALS OR CITY COUNCIL)		
CITY STREAM BUFFER REDUCTION	EQUALS	REDUCTION FROM 50' TO 0' (CODE 18.08.050.A.1)
CITY STREAM IMPERVIOUS SETBACK REDUCTION	EQUALS	REDUCTION FROM 25' TO 0' (CODE 18.08.050.A.2)
ANGLE OF INTERSECTION	EQUALS	REDUCTION OF MINIMUM INTERSECTION ANGLE FROM 85 DEGREES TO 70 DEGREES (CODE 16.40.060.A)
STREET AND RIGHT OF WAY DESIGN	EQUALS	ALLOWANCE FOR STREET, RIGHT OF WAY, SHOULDER, AND CLEAR ZONES DESIGNED AS SHOWN IN THE PLANS AND EXHIBITS (CODE 16.40.050 & 16.28.020)
HORIZONTAL CURVE	EQUALS	REDUCTION FROM 120' TO 100' - PROVIDED THE POSTED SPEED LIMIT WILL BE 15 MPH TO ENCOURAGE PEDESTRIAN WALKABILITY (CODE 16.40.050.C)
SHARED AMENITY, GUEST, MAIL KIOSK PARKING		
90 DEGREE PARKING SPACES	PROVIDED	6
PARALLEL PARKING SPACES	PROVIDED	137
LANDSCAPING		
LANDSCAPE STRIP	PROVIDED	10' ALONG PROJECT STREET FRONTAGE
GRADED AND REPLANTED BUFFER	PROVIDED	10' ABUTTING AG PARCELS AU11 067 & CA01 007

TOWNHOME STANDARDS		
SINGLE-FAMILY RESIDENTIAL (ATTACHED)		
PERMITTED USES	EQUALS	SINGLE FAMILY RESIDENTIAL (ATTACHED TOWNHOMES)
PROPOSED LOTS	EQUALS	96
LOT DIMENSIONS		
MINIMUM LOT AREA	MIN.	NO MINIMUM
MINIMUM LOT WIDTH	MIN.	NO MINIMUM
MINIMUM LOT FRONTAGE	MIN.	N/A
BUILDING DATA		
BUILDING HEIGHT	MAX.	50'
GROSS HEATED UNIT SF	MIN.	N/A
MAXIMUM UNITS PER BUILDING (TOWNHOMES)	MAX.	10
PRINCIPLE BUILDING SETBACKS		
FRONT	MIN.	0' - 15'
SIDE	MIN.	0'
REAR	MIN.	0'
MINIMUM DRIVEWAY LENGTHS	MIN.	20'
TOWNHOME PARKING		
PARKING REQUIRED FOR TOWNHOMES	MIN.	(192) 2 SPACES PER UNIT
PARKING PROVIDED FOR TOWNHOMES	MAX.	384 SPACES

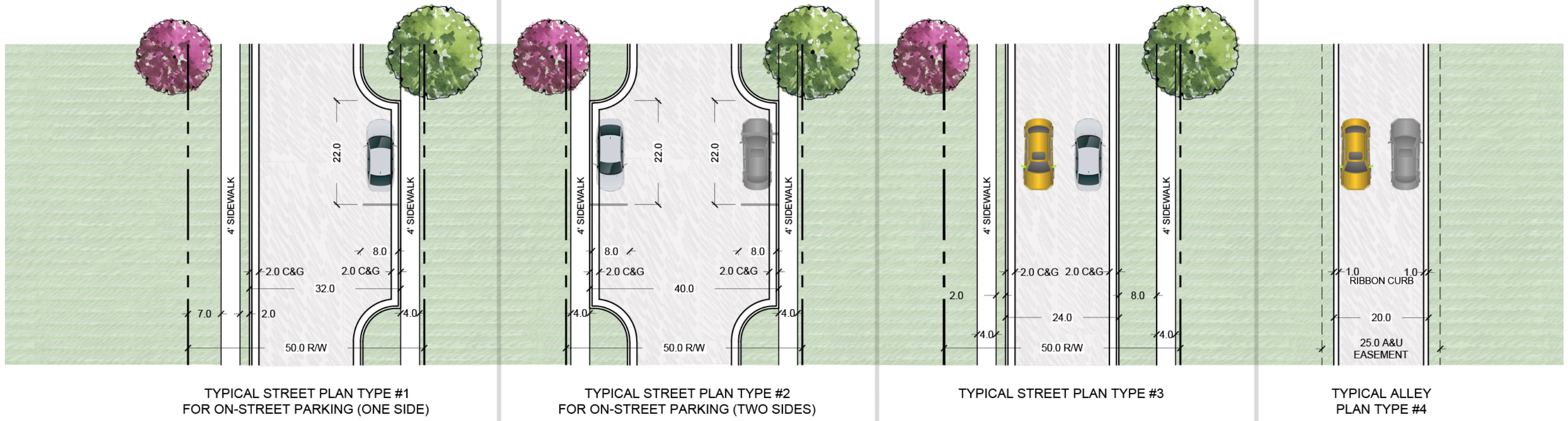
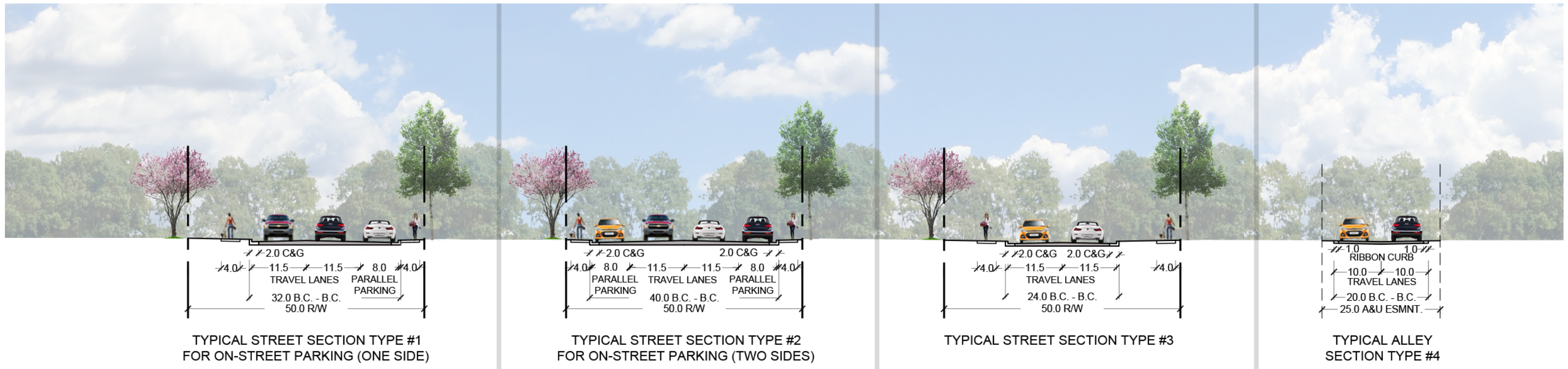
SINGLE FAMILY DETACHED STANDARDS		
SINGLE-FAMILY RESIDENTIAL (DETACHED FRONT ENTRY)		
PERMITTED USES	EQUALS	SINGLE FAMILY RESIDENTIAL (DETACHED HOMES)
PROPOSED FRONT ENTRY LOTS	EQUALS	43
LOT DIMENSIONS		
MINIMUM LOT AREA	MIN.	NO MINIMUM
MINIMUM LOT WIDTH	EQUALS	40'
BUILDING DATA		
BUILDING HEIGHT	MAX.	40'
PRINCIPLE BUILDING SETBACKS		
FRONT	MIN.	0' - 15'
SIDE	MIN.	0' - 10'
REAR	MIN.	20'
MINIMUM DRIVEWAY LENGTHS	MIN.	20'
SINGLE FAMILY DETACHED PARKING		
PARKING REQUIRED FOR UNITS	MIN.	(86) 2 SPACES PER UNIT
PARKING PROVIDED FOR UNITS	MAX.	172 SPACES

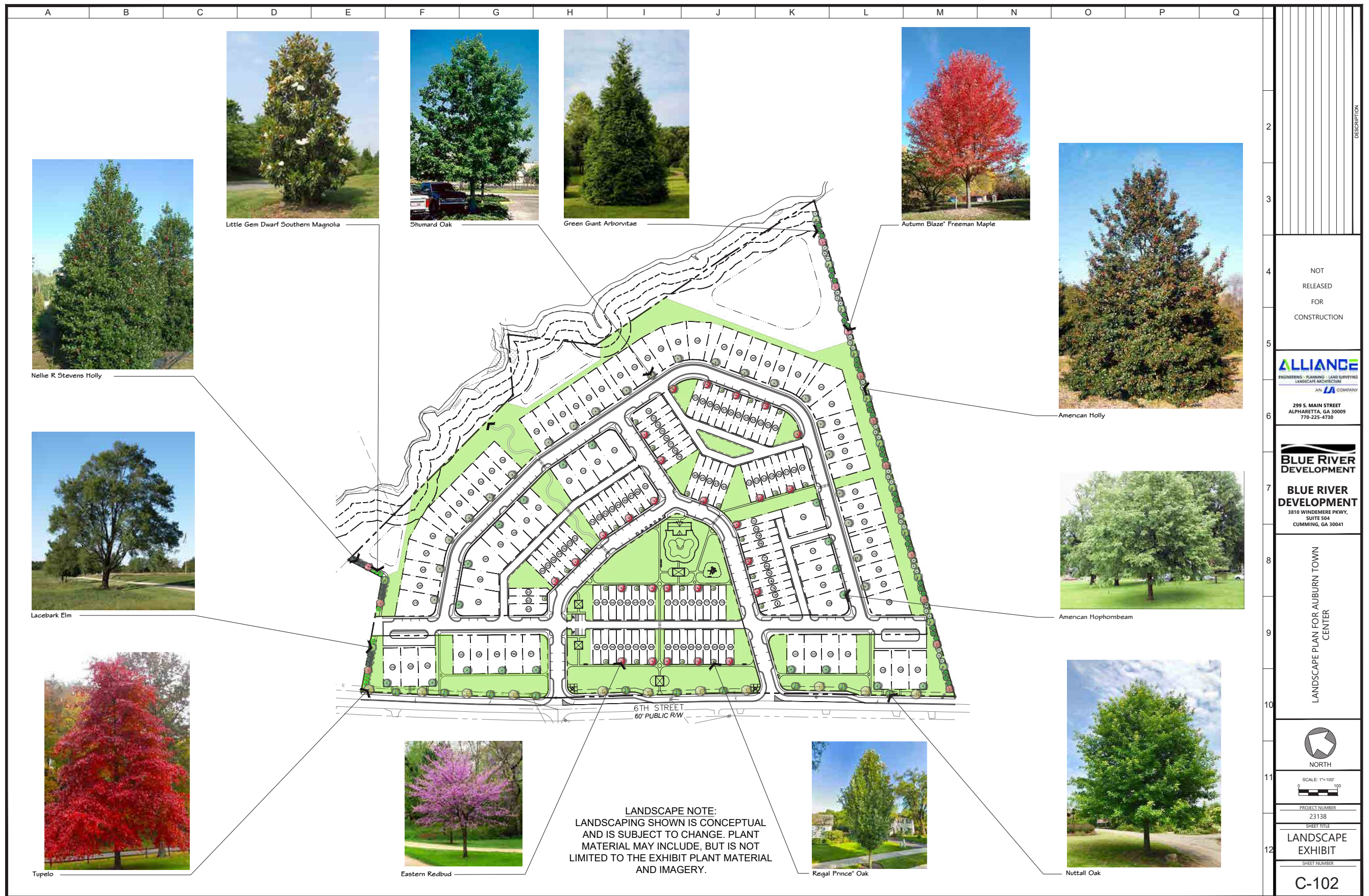
SINGLE FAMILY DETACHED STANDARDS		
SINGLE-FAMILY RESIDENTIAL (DETACHED REAR ENTRY)		
PERMITTED USES	EQUALS	SINGLE FAMILY RESIDENTIAL (DETACHED HOMES)
PROPOSED REAR ENTRY LOTS	EQUALS	31
LOT DIMENSIONS		
MINIMUM LOT AREA	MIN.	NO MINIMUM
MINIMUM LOT WIDTH	EQUALS	45'
BUILDING DATA		
BUILDING HEIGHT	MAX.	40'
PRINCIPLE BUILDING SETBACKS		
FRONT	MIN.	0' - 15'
SIDE	MIN.	0' - 10'
REAR	MIN.	20' where no rear alley; 0' with rear alley
MINIMUM DRIVEWAY LENGTHS	MIN.	20'
SINGLE FAMILY DETACHED PARKING		
PARKING REQUIRED FOR UNITS	MIN.	(62) 2 SPACES PER UNIT
PARKING PROVIDED FOR UNITS	MAX.	124 SPACES

SITE PLANS AND EXHIBITS











Maiden Grass



Dwarf Fothergilla



Dwarf Burford Holly



Pink Muhley Grass



Rhododendron



Loropetalum



Sweet Fern

Plant material may include, but is not limited to this palette



Dogwood



Japanese Flowering Cherry



Arnold Tulip Poplar



Leyland Cypress



Thornless Honey Locust



Crape Myrtle



Red Maple

Plant material may include, but is not limited to this palette

MONUMENT SIGNS AND SMALL PLAZAS

Entrance signage and small plazas shown below are conceptual and is subject to changes



STREET / SIDEWALK FURNITURE

FURNITURE PROVIDED PER BELOW, OR TO BE A SIMILAR MATCH:

Bench Model # RB-28 Description: AMERICAN MADE Victor Stanley, Inc. (VSI) Steelsites RB Series - All-Steel With Back 6-Ft. Length Bench Carefully fabricated and expertly hand finished combines elegance and comfort with strength and durability. 8-10 Mil Thick Powder Coated Colors to be: VS-BLACK

Trash Cans Model # T-32 Description: Victor Stanley, Inc. T-Series 36-Gallon Litter Receptacle with Rain Bonnet Lid attached to the frame with two vinyl-coated steel aircraft cables, a high-density black plastic liner, and rubber-tipped leveling feet on the base.



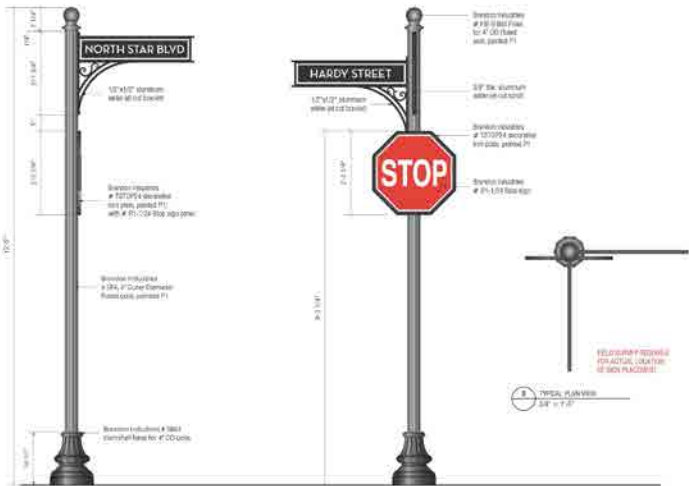
CONCEPTUAL LIGHTING AND MINOR SIGNS

CITY STREET LIGHT STANDARD PROVIDED:
Model: Beacon Urban Strike (matching Harmony City Center)



CONCEPTUAL MINOR SIGNAGE

CITY STREET SIGN STANDARDS PROVIDED:
Model numbers unknown: Style to similar to the below imagery, or match Harmony City Center style



FENCES / RETAINING WALLS

Fences and walls should be designed and maintained in relationship with the character of the surrounding land uses and structures. Retaining walls will be constructed to match the architectural character of the surroundings and site.





COMMUNITY

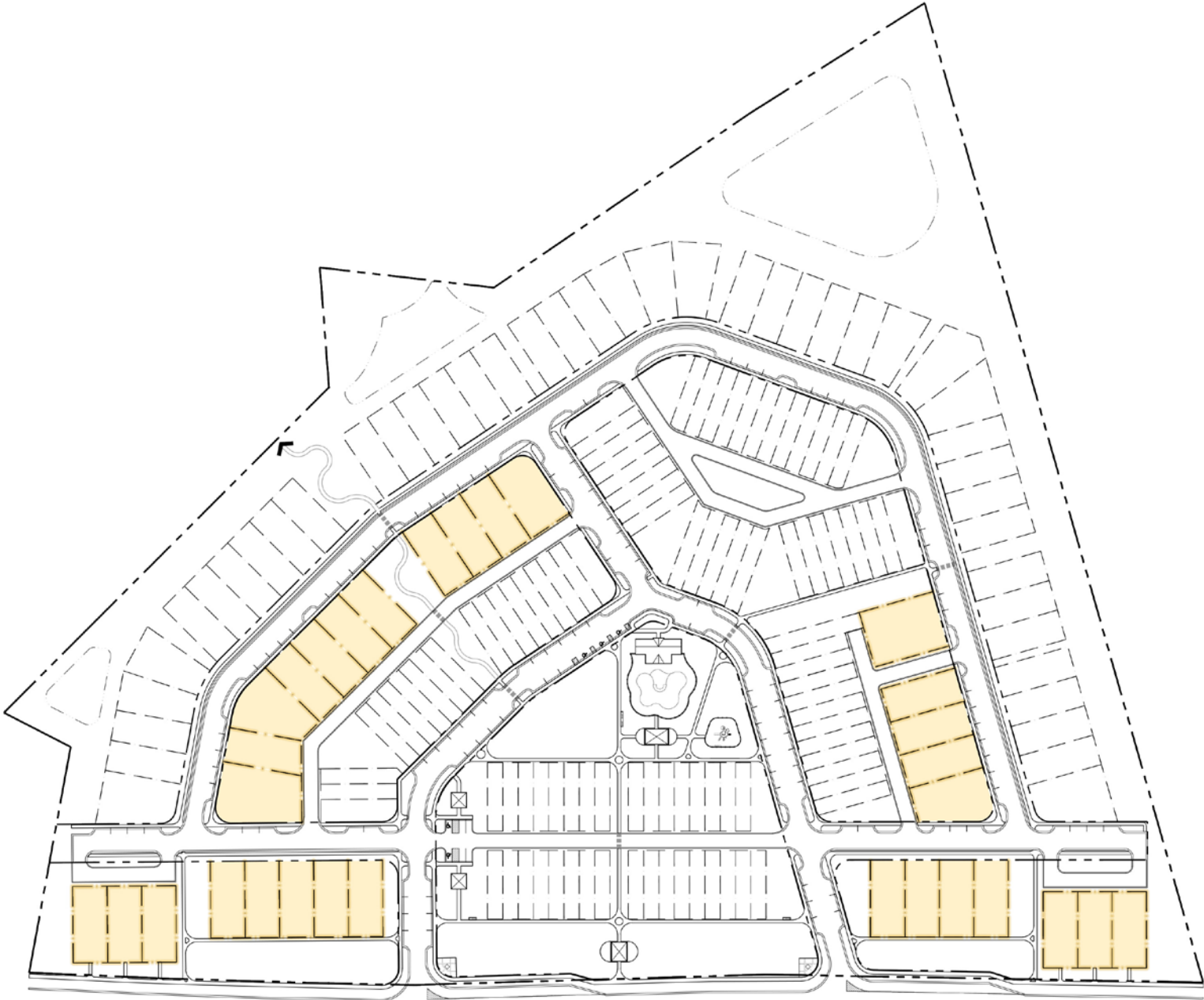
- Live, work, play, and grow in the neighborhood
- Integrate outdoor and indoor spaces
- Encourage a sense of ownership and expression of individual character
- Cultivate relationships
- Provide opportunities for people to come together, share, and gather
- Inspire healthier lifestyles
- Create community support
- Multiple open space connections for interaction
- Walkable development with connection to Harmony City Center



*Pictures shown on the character board are artistic representations depicting design concept options. Final amenities provided are subject to change.

ARCHITECTURE

45' SINGLE FAMILY DETACHED REAR ENTRY LOTS

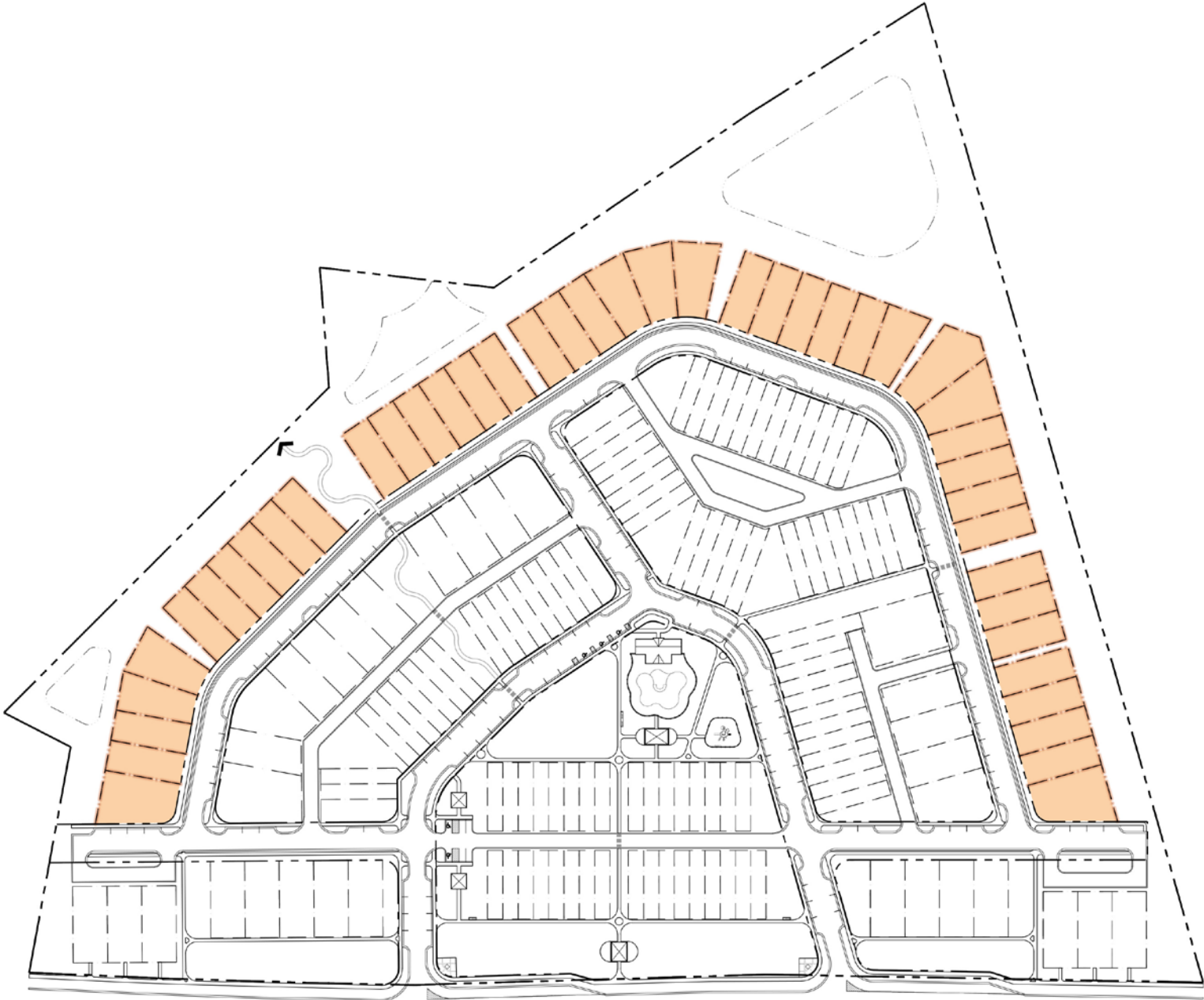


SINGLE FAMILY DETACHED STANDARDS		
SINGLE-FAMILY RESIDENTIAL (DETACHED REAR ENTRY)		
PERMITTED USES	EQUALS	SINGLE FAMILY RESIDENTIAL (DETACHED HOMES)
PROPOSED REAR ENTRY LOTS	EQUALS	31
LOT DIMENSIONS		
MINIMUM LOT AREA	MIN.	NO MINIMUM
MINIMUM LOT WIDTH	EQUALS	45'
BUILDING DATA		
BUILDING HEIGHT	MAX.	40'
PRINCIPLE BUILDING SETBACKS		
FRONT	MIN.	0' - 15'
SIDE	MIN.	0' - 10'
REAR	MIN.	20' where no rear alley; 0' with rear alley
MINIMUM DRIVEWAY LENGTHS	MIN.	20'
SINGLE FAMILY DETACHED PARKING		
PARKING REQUIRED FOR UNITS	MIN.	(62) 2 SPACES PER UNIT
PARKING PROVIDED FOR UNITS	MAX.	124 SPACES



*Architecture pictures shown are an artistic or conceptual representation of the proposed product. Final architecture is subject to change.

40' SINGLE FAMILY DETACHED
FRONT ENTRY LOTS



SINGLE FAMILY DETACHED STANDARDS		
SINGLE-FAMILY RESIDENTIAL (DETACHED FRONT ENTRY)		
PERMITTED USES	EQUALS	SINGLE FAMILY RESIDENTIAL (DETACHED HOMES)
PROPOSED FRONT ENTRY LOTS	EQUALS	43
LOT DIMENSIONS		
MINIMUM LOT AREA	MIN.	NO MINIMUM
MINIMUM LOT WIDTH	EQUALS	40'
BUILDING DATA		
BUILDING HEIGHT	MAX.	40'
PRINCIPLE BUILDING SETBACKS		
FRONT	MIN.	0' - 15'
SIDE	MIN.	0' - 10'
REAR	MIN.	20'
MINIMUM DRIVEWAY LENGTHS	MIN.	20'
SINGLE FAMILY DETACHED PARKING		
PARKING REQUIRED FOR UNITS	MIN.	(86) 2 SPACES PER UNIT
PARKING PROVIDED FOR UNITS	MAX.	172 SPACES



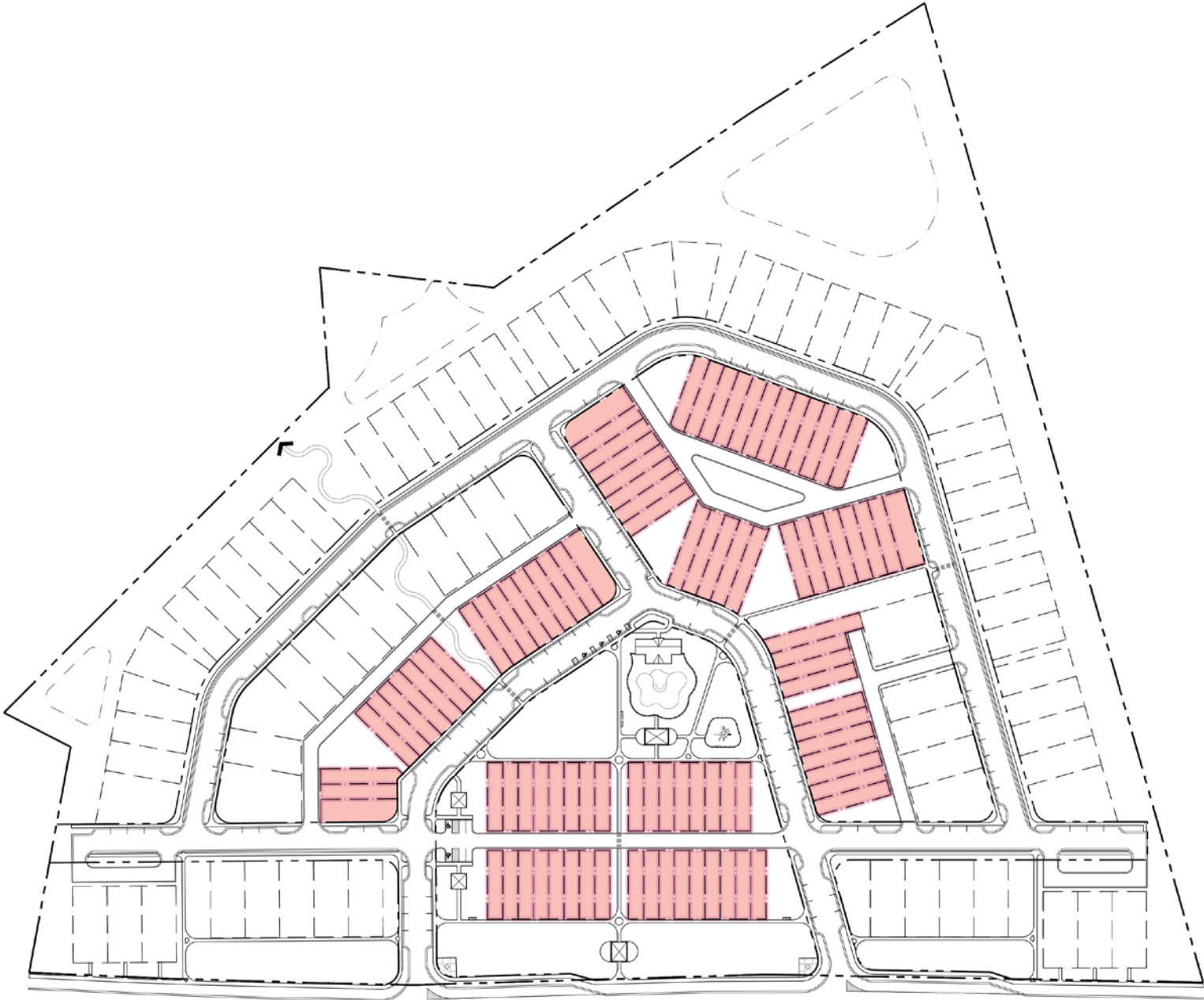
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*Architecture pictures shown are an artistic or conceptual representation of the proposed product. Final architecture is subject to change.



20' SINGLE FAMILY ATTACHED REAR ENTRY LOTS



TOWNHOME STANDARDS		
SINGLE-FAMILY RESIDENTIAL (ATTACHED)		
PERMITTED USES	EQUALS	SINGLE FAMILY RESIDENTIAL (ATTACHED TOWNHOMES)
PROPOSED LOTS	EQUALS	96
LOT DIMENSIONS		
MINIMUM LOT AREA	MIN.	NO MINIMUM
MINIMUM LOT WIDTH	MIN.	NO MINIMUM
MINIMUM LOT FRONTAGE	MIN.	N/A
BUILDING DATA		
BUILDING HEIGHT	MAX.	50'
GROSS HEATED UNIT SF	MIN.	N/A
MAXIMUM UNITS PER BUILDING (TOWNHOMES)	MAX.	10
PRINCIPLE BUILDING SETBACKS		
FRONT	MIN.	0' - 15'
SIDE	MIN.	0'
REAR	MIN.	0'
MINIMUM DRIVEWAY LENGTHS	MIN.	20'
TOWNHOME PARKING		
PARKING REQUIRED FOR TOWNHOMES	MIN.	(192) 2 SPACES PER UNIT
PARKING PROVIDED FOR TOWNHOMES	MAX.	384 SPACES



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