

**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
August 14, 2025
6:00 PM
Council Chambers
1 Auburn Way
Auburn, GA 30011

**INVOCATION** 

**PLEDGE** 

COUNCIL REPORTS AND ANNOUNCEMENTS

CITIZEN COMMENTS ON AGENDA ITEMS

### **PUBLIC HEARING**

1. PL25-0009- HPC Investments, LLC Overlay Architectural Review- Sarah McQuade

### **NEW BUSINESS**

- 1. Consent Agenda
  - a. Council Business Meeting Minutes-July 10, 2025
  - b. Council Workshop Meeting Minutes-July 24, 2025
  - c. Council Special Called Meeting Minutes- August 4, 2025
  - d. Cold Planer Attachment for Mini Excavator- Iris Akridge
  - e. Renewal of the City of Civility Resolution #03-025 Michael Parks
  - f. Engineering Oversite and Construction Contract Administration for the Raw Water Storage Pond- Michael Parks
  - g. Construction Phase Engineering Services for Phase B Raw Waters Pipeline and Rock Creek Intakes #1 and #2- Michael Parks
- 2. FPR25-001 Kingston Cove Final Plat- Sarah McQuade
- 3. PL25-0009- HPC Investments, LLC Overlay Architectural Review- Sarah McQuade
- 4. Renewal of Contract for SCADA system- Iris Akridge
- 5. Budget Amendment for Kubota Labor Cost-Iris Akridge

### **CITIZEN COMMENTS**

### **ADJOURN**



# **MAYOR** Richard E. Roquemore

### CITY ADMINISTRATOR Michael E. Parks

CITY COUNCIL
Robert L. Vogel III
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Joshua Rowan

# PUBLIC HEARING & AGENDA ITEM: 3

**TO:** City of Auburn Mayor and City Council

FROM: Sarah McQuade

City Planner

**DATE:** August 8, 2025

**PURPOSE:** Overlay Architectural Approval (OAR) request for the development of six (6) town houses in the ADOD: Auburn Downtown Overlay District.

**BACKGROUND:** The applicant is requesting approval to construct one, six-unit town house building in the ADOD in the Arts and Crafts (Craftsman) style at the northeastern corner of 6th St and 6th Ave.

**STAFF RECOMMENDATION:** Denial.

**FUNDING:** N/A

### **COMMUNITY DEVELOPMENT DEPARTMENT**



CITY OF AUBURN 1 Auburn Way AUBURN, GA 30011 PHONE: 770-963-4002

www.cityofauburn-ga.org

### Staff Report for Auburn Downtown Overlay District Architectural Overlay Review

CASE NUMBER: PL25-0009

ZONING: Downtown Overlay District (ADOD)

LOCATION: 0 6th Street

PARCEL NUMBER: A portion of AU11 121

SITE ACREAGE: 2.02 +/- acres

PROPOSED DEVELOPMENT: Six (6) single-family attached dwellings (townhomes)

FUTURE DEVELOPMENT MAP: Mixed Use

APPLICANT: HBC Investments, LLC c/o William J. Diehl, Thompson,

O'Brien, Kappler & Nasuti, PC

### **PROJECT SUMMARY:**

The applicant proposes the development of a six (6) unit townhouse building on a site in the Auburn Downtown Overlay District (ADOD). Pursuant to Sec. 17.91.080 of the Zoning Ordinance, the Mayor and City Council of Auburn must review each ADOD development application for compliance with District regulations.

The proposed dwellings would front 6th Avenue, equipped with two-car garages served by a rear alley. The Application does not indicate whether each residence would be individually platted (fee-simple), or if the completed development would remain under single ownership. The proposed rear alley is conceptualized to begin at 6th Street and dead-end on site. The subject parcel totals 2.02 +/- acres, but the application indicates that townhome development would be confined to 0.59 acres at the site's southern end; the balance of the property would remained undeveloped if the application is approved as presented. The Application does not provide any information about the future use of the balance of the property.

According to the submittal, each dwelling would measure two stories tall with 1,968 square feet of heated floor area, equipped with a front porch no less than 30 square feet. The residences are proposed to be "Arts and Crafts" (craftsman) style, with "naturally textured siding," "exposed roof rafters with long overhanging eaves," and "changes in the masonry materials and colors of the homes." A seven (7) foot planting zone, five (5) foot sidewalk, and a six (6) foot Supplemental Zone would be provided along 6th Avenue and 6th Street per the application.

Pursuant to Table 17.91.044, Downtown Streetscape Standards, staff categorize both 6th Avenue and 6th Street as "Downtown Road Type 2 (D2)." This road type reflects local thoroughfares that provide access to

local goods and services. Both streets directly connect the development site to local commercial, civic, and/or institutional land uses, supporting this categorization. The application identifies both streets as "Downtown Road Type 1," but no source or justification for this is provided.

D2 roadways shall be equipped with a planting zone no less than seven (7) feet in depth, a sidewalk zone and no less than six (6) feet in depth (includes a six (6) foot sidewalk), and a supplemental zone no less than six (6) feet in depth. To meet streetscape and setback requirements, the property owner may be required to dedicate right-of-way to the City; this would be administered during the permitting process if council approves the subject request.

### **SITE HISTORY:**

The subject site measures 2.02 +/- acres and is zoned Downtown Overlay District (ADOD). Currently, it's vacant and vegetated. In 2017, a single-family house that formerly existed on the site was demolished; remnants of the driveway would be removed during site development.

### **DEVELOPMENT REVIEW COMMENTS:**

Pursuant to Sec. 17.91.080.B, the Mayor and City Council of Auburn shall review this development application for compliance with all requirements of the Auburn Downtown Overlay District based in part on the criteria outlined herein. Upon decision by the governing body that the proposal complies with said requirements, the applicant may begin development after obtaining the appropriate permit(s).

The Overlay Review Criteria are provided below. Language in bold is from the City of Auburn Zoning Ordinance. Bulleted information that is not bolded are factors known to staff that may apply to the Ordinance criteria.

- a. Applicant submittal includes a project narrative.
  - Yes, the submittal includes a project narrative.
- b. Applicant has submitted a conceptual plan showing all proposed buildings, site requirements, and other information pertinent to the development of the site.
  - The submitted plan does not currently reflect the entirety of the subject property.
    - Approximately 1.43 +/- acres of the subject property are not included in the conceptual plan, and it is unclear if the remainder of the site is to remain undeveloped or be developed in the future. Without this information staff is unable to fully assess the overall impacts of the proposed development or determine whether the proposal is aligned with adopted city policy documents and long-term vision for the area.
- c. Elevation drawings submitted shall include dimensions of all sides of existing and proposed structures. Architectural elevations and treatments illustrating the architectural finish of the structures.
  - The applicant has provided elevation renderings of the front and rear of the proposed townhouse building.
    - o However, renderings of the building sides are absent.

# d. Applicant has included exterior finish material selections for all relevant structures to comply with the requirements of Chapter 17.91 Auburn Downtown Overlay District.

- The applicant has provided exterior finish material selections; however, not all details have been addressed.
  - o It is unclear which material(s) would be used to face exposed foundation walls on the building sides.

# e. Applicant has submitted sign plans and landscape plans in accordance with this Chapter 17.91 Auburn Downtown Overlay District.

- The applicant does not intend to install any signage as part of this proposal.
- The applicant has submitted a landscape plan; however it differs significantly from the conceptual site plan and does not appear to accurately reflect the proposed development.
  - The conceptual plan depicts a narrow landscape strip with sparse row of trees between the street and the sidewalk, lacking detail and showing minimal space between the sidewalk and the town house porches.
  - o In contrast, the submitted landscape plan shows trees planted between the sidewalk and town house porches, suggesting a greater setback than indicated in the conceptual site plan. The plan also depicts the town houses as being front-loaded, which is inconsistent with the proposal for a rear-loaded townhouse building served by a private alley.

# f. Applicant submittal includes photos of neighboring properties to ensure compatibility with the proposed design.

- The applicant has not provided photos of neighboring properties or information to ensure design compatibility.
  - Neighboring properties are used for single-family residential and retail (including a gasoline station)

# g. Applicant shall provide any other information deemed necessary by the City Planner, or their designee to evaluate the appearance of the proposed site and its structures.

• The Community Development Department does not request additional information from the applicant at this time.

# h. Property owned by the City or any Authority thereof shall be exempt from the Plan and Review process described herein.

• The subject property is owned privately; therefore, it's not subject to any exemptions.

In addition to the Overlay Review Criteria provided above, the submittal has been reviewed for general compliance with the requirements of Sec. 17.91 of the Zoning Ordinance, which establishes the Auburn Downtown Overlay District. Staff has identified the following potential Code deficiencies:

1. <u>Sec. 17.91.041.B.a.iii.1</u> governs the massing and composition of Arts and Crafts (Craftsman) residential structures, and commands they "follow a one to one and one-half story structure height."

- a. The proposed townhouse building would measure two stories, which is not consistent with the Code requirement.
  - i. Craftsman buildings "shall follow a one to one and one-half story structure height."
- b. Article 17.91.041.B.a.iii.2. states that "stone, brick, and/or stucco shall serve primarily as accent materials to achieve visual interest."
  - i. The porch columns for all units make use of masonry materials, but not to the extent of creating visual interest.
  - ii. The use of different siding styles and patterns for the porch gables, or delineating masses with brick or masonry façades, would better embody the City's vision and intent for development in the ADOD.
- c. The wooden columns and exposed rafters with long overhanging eaves are characteristic features of the Craftsman style. To further enhance the overall aesthetics, incorporating additional details, such as decorative brackets, may bring greater depth and refinement.
- d. The elevations and drawings provided are not sufficient to verify the angle of the pitched roof. The Craftsman style usually employs a low-pitched roof, often at 18.4 to 26.6 degrees.
- e. The proposed building massing and composition may be approved by the Mayor and City Council as an alternative design.
- 2. <u>Sec. 17.91.041.B.a.v</u> allows for single-family façade style and building design alternatives as approved by the Mayor and City Council. This mechanism, at the discretion of the Mayor and City Council, allows for building facades and styles other than Victorian Queen Anne, Victorian Folk, Arts and Crafts (Craftsman), and Art Deco. Staff determines that the proposed townhouse building does not meet any of the four Codified styles; therefore, it is subject to discretionary approval.
  - a. The façade variations provided by the applicant are surface level, and do not complement the aesthetic vision of the City.
    - i. While the submitted elevations incorporate several different stylistic elements, the limited massing variation results in a composition which appears somewhat uniform. The proposed color pallet adds visual contrast, however the inclusion of more distinct material changes could help reinforce a cohesive architectural identity more aligned with the City vision.
    - ii. Aligning more closely with one of the codified architectural styles, or drawing stronger influence from a single historic style, would enhance compatibility with the historic character of the area.
- 3. <u>Sec 17.91.044</u> governs streetscape requirements; the subject development fronts two roadways classified as Downtown Road Type 2 (D2).
  - a. The sidewalk widths must be no less than six (6) feet; the width of the proposed sidewalks along the development frontages are five (5) feet wide.

### **LIVABLE CENTERS INITIATIVE STUDY, 2020 (LCI):**

The development site is located within the area studied in the City's 2020 Livable Centers Initiative (LCI) Plan, which serves as a policy guide for future development in the City core, including the subject site. While the LCI is not a regulatory document, the Mayor and City Council may consider its

recommendations when evaluating development proposals.

The LCI concept plan (pg. 77) suggests the subject site be split between retail (north) and townhouse development (south). More specifically, the area is highlighted as key opportunity 19.a (pgs. 84-85), which envisions "infill-townhouses (zero lot line development)" along with potentially "23 townhouses and 1 detached cottage" and "16,000 [square feet] of infill retail." The plan also recommends a multi-use trail corridor as and on-street parallel parking as part of the envisioned streetscape.

While not in violation of zoning regulations, the current proposal, of one townhouse building without the incorporation of retail, trail infrastructure, or on-street parking, does not align with the intent of the LCI concept plan and recommendations or the City's long-term vision.

### **DEPARTMENT ANALYSIS:**

The subject proposal is for the development 0.59 +/- acres of a larger 2.02 +/- acre parcel containing one building of six (6) townhomes. The programming for the remaining 1.43 +/- is unknown. Attached single-family housing is a permitted land use in the ADOD. The local Future Land Use Designation (FLU) is Mixed Use, which promotes locally blended land uses. Residential development is envisioned at around six (6) dwelling units per acre, with lots measuring 5,000 to 10,000 square feet in land area. The 0.59-acre area subject to development would have a density of 10.17 dwelling units per acre. Residential lot sizes are unspecified; the applicant has not provided whether residences would be platted individually (fee-simple) or owned collectively (one owner).

As part of the required application materials, the applicant has included a project narrative, conceptual plan, elevation drawings and exterior finish materials selections. The submitted elevation drawings are incomplete as they do not provide elevation of the buildings' sides. The applicant has not provided photographs of neighboring properties as required pursuant to Sec. 17.91.080.B.

### COMMUNITY DEVELOPMENT DEPARTMENT RECOMMENDATION:

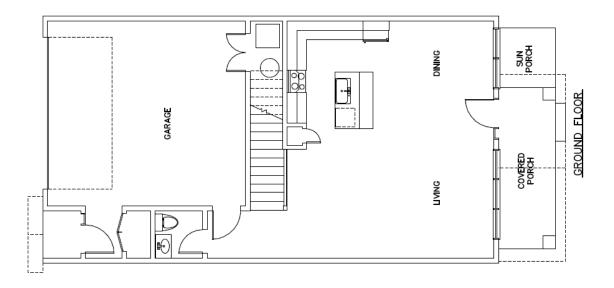
In accordance with the review procedure established in Sec. 17.91.080, and the general provisions of Sec. 17.91, staff finds the application is **not compliant** with the requirements of the Auburn Downtown Overlay District. Staff recommends rejection of the subject Overlay Architectural Review request, as the proposal is not aligned with the single-family residential development standards of Sec. 17.91.041 and several core elements are missing from subject application.

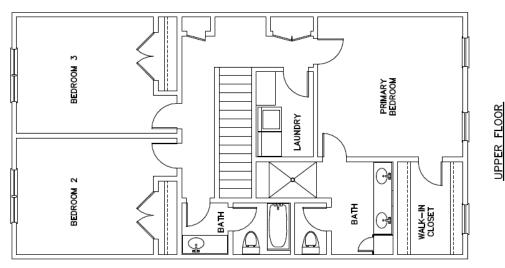
However, should the City Council find subject OAR request PL25-0009 to be compliant, staff recommends the following stipulations be enforced upon the site and adopted as part of the approval:

- 1. A continuous sidewalk no less than six (6) feet in width shall be constructed along the entire frontage of the subject 2.02-acre parcel.
- 2. The property owner shall dedicate, to the City of Auburn, the right-of-way necessary to meet Streetscape requirements, pursuant to Zoning Ordinance Sec. 17.91.044.
- 3. The applicant shall resubmit building elevations and renderings to the Community Development Department for review that depict the following:
  - a. No less than seventy-five percent (75%) of the front and side facades of the building shall consist of brick or stone.

- b. No townhouse unit shall bear an overly similar front or rear exterior color or appearance when compared to any abutting townhouse unit.
- 4. The applicant shall submit an updated tree and landscaping plan to the Community Development Department for review.

City Council Work Shop Date: July 24, 2025 City Council Public Hearing Date: August 14, 2025 DOWNTOWN AUBURN CRAFTSMAN STYLE TOWN HOMES





### **Elevation Drawings:**





# COMMUNITY DEVELOPMENT DEPARTMENT CITY OF AUBURN

1369 FOURTH AVENUE AUBURN, GA 30011 (770) 963-4002

www.cityofauburn-ga.org

OAR #:	

# DOWNTOWN AUBURN OVERLAY DISTRICT ARCHITECTURAL REVIEW

In accordance with provisions of the Auburn Downtown Overlay District regulations, new buildings, exterior improvements to existing buildings, landscaping, signage, and site planning must be approved by the Auburn Planning and Zoning Commission before issuance of a building permit.

# SUBMITTAL REQUIREMENTS: 1 HARD COPY AND/OR DIGITAL COPIES OF EXTERIOR VIEWS, CONCEPT DRAWINGS, PHOTOS, LANDSCAPE PLAN, SITE PLAN, OR COLOR SAMPLES.

TE: <u>2/28/25</u>
PLICANT NAME: <u>HPC Investments, LLC c/o William J. Diehl, Thompson, O'Brien, Kappler &amp; Nasuti, PC</u>
OPERTY ADDRESS: <u>0 6<sup>th</sup> Street, Auburn, Georgia</u>
IONE: 404-545-4371 EMAIL: wdiehl@tokn.com
OPERTY OWNER: HPC Investments, LLC
DRESS: <u>5615 Golf Club, Drive, Braselton, GA</u>
IONE: <u>770-925-0111</u> EMAIL: <u>WDiehl@T0KN.COM</u>
PROVEMENT TYPE: (Check all that apply)  X New Building Existing Building Site Dev Sign  OJECT DESCRIPTION:
velopment of a six (6) unit townhome development on a .59 acre site.
PLANNING & ZONING COMMISSION HEARING DATE:1361 FOURTH AVE (COUNCIL CHAMBERS)  RECOMMENDATION:APPROVALAPPROVAL W/ CONDITIONSDENIAL  CONDITIONS:  REVIEW COMPLETED:SIGNATURE:
LANEAN GOINI FELLEY.

Thompson, O'Brien, Kappler & Nasuti, P.C. Attorneys at Law

William J. Diehl wdiehl@tokn.com Phone: 770-925-0111

March 12, 2025

### Via Submission to the Department of Community Development

Mayor and Council of the City of Auburn 1 Auburn Way Auburn, Georgia 30011

RE: Project Narrative for Downtown Auburn Overlay District Architectural Review concerning a 59-acre portion of the parcel commonly known as 0 6<sup>th</sup> Street, Barrow County Parcel Identification Number: AU11 121 (the "**Property**")

Mayor and City Council,

This office represents Chirs and Amber Halper and their company HBC Investments, LLC (the "Halpers") in connection with development requests and entitlements concerning the Property referenced above. The Property is an undeveloped lot which previously contained a dilapidated home and now is primed for redevelopment consistent with the City's plans and zoning ordinance. The submitted plan envisions the revitalization of this empty lot and the implementation of the City's long-term plans, as demonstrated in the City's Livable Centers Initiative ("LCI") and its Comprehensive Plan ("Comp. Plan").

The Property is located within the Auburn Downtown Overlay District ("ADOD"), recently adopted by the City Council. This narrative is submitted in connection with that newly adopted ordinance. We seek plan review and approval by the City Council pursuant to Section 17.91.080. The ADOD was recently created to modernize the City's development code and to ensure that Auburn's vision for downtown development is implemented through the zoning ordinance. Of particular importance to this proposal, the ADOD set a high-standard for residential development; a standard that is reflected in development's commitment to walkability, traditional streetscapes, and quality architecture.

This project is consistent with that high standard. It envisions the development of six (6) townhome units along a .59 acre portion on the Northeast corner of 6<sup>th</sup> Street and 6<sup>th</sup> Avenue. These homes are front facing (rear garage) with landscaping and streetscape improvements, resulting in an attractive product that addresses and expands pedestrian access, while increasing connectivity between commercial areas and other existing single-family communities.

### COMPLIANCE WITH THE CITY'S ADOD STANDARDS

ADOD Project Narrative 0 6<sup>th</sup> Street, Auburn GA March 13, 2025 Page **2** of **5** 

The City's ADOD ordinance imposes a superseding zoning regulation upon properties located within the district, allowing for a variety of commercial and residential uses within the district. The district's stated purpose is to "strike a balance between concerning the rich historical fabric of the community while facilitating innovative and sustainable development." Code of Ordinances § 17.91.010.

Among the permitted uses are single family, attached dwellings (i.e., townhomes), as are envisioned in this Application. Thus, the use and intensity of development is compliant with the zoning overlay. The ADOD also imposes architectural and streetscape requirements. The development plan submitted with this narrative meets those requirements and further detail on that conformance is provided in the following subsections:

### A. Architectural Requirements

Single-family residential architectural requirements within the ADOD are provided in section 17.91.041. The code requires front facades to be constructed in one of four architectural styles and the facades here meet the requirements of the Arts and Craft style: having rectangular floor plans and simple structure heights. The elevations show a mixture of materials with naturally textured siding (cement-fiber boards cast with wood grain) being the primary material and with masonry materials used in the porch's column bases as architecturally appropriate accents. Home colors will be within the Sherwin Williams "Craftsman" color palate.<sup>2</sup> The homes' porches are the most prominent feature of the front façade and its details are styled in the traditional, craftsman style by constructing strong and simple wooden columns on brick bases and having exposed roof rafters with long overhanging eaves.

The elevations meet the exterior finish materials standards. All brick is installed at full or half-depth; no vinyl siding nor metal sheeting is used.

Further, the homes will provide private outdoor space, with a minimum 30 square foot porch. Architectural projections are provided by the craftsman-styled porches. Gables on the home are varied as the topography slops to the southeast, thereby breaking up the facades and minimizing massing of facades. Variations in the façade will be provided through changes in the masonry materials and colors of the homes. Colors will vary between the homes with one color not being used more than twice. Finally, the homes will not exceed the 10-foot setback maximum.

<sup>&</sup>lt;sup>1</sup> The Property is exempt from Greenspace requirements per Section 17.91.044(E)(1).

<sup>2 &</sup>lt;u>https://www.sherwin-williams.com/en-us/color/color-collections/architectural-paint-colors/craftsman-design-exterior-paint-colors</u>

ADOD Project Narrative 0 6<sup>th</sup> Street, Auburn GA March 13, 2025 Page **3** of **5** 

### **B.** Streetscape Requirements

The ADOD's streetscape requirements are set forth Section 17.91.004. Both 6<sup>th</sup> Street and 6<sup>th</sup> Avenue are classified as Downtown Road Type 1. The site plan details that the development meets the Planting Zone Width of 7 feet, Sidewalk Width of 5 feet, and a minimum 6-foot Supplemental Zone Width.

The Planting Zone contains a mixture of overstory street-trees and acorn streetlights. Sidewalks are continuous and run along the corner lot, up and down 6<sup>th</sup> Street and 6<sup>th</sup> Avenue, where currently no sidewalk exists. A nearly 10-foot supplemental zone exists between the sidewalk and the front facades of the home. The supplemental zones will be landscaped and will contain porch encroachments permitted by the zoning ordinance. On the 6<sup>th</sup> Street side of the development, where the side elevation is most visible from the street, landscaping and trees will be planted to address any massing of materials and to provide continuity between the front facades. The effect of the landscaping and porch layouts is to create a community-oriented style of the development that lends itself to neighbor-connectivity, by situating the homes' porches within a pedestrian friendly environment.

### Compliance with the City's Long-term Planning Visions

Finally, the Halpers' vision for the Property is consistent with the City's Comp. Plan and its LCI, both of which recognize the Property's potential for infill residential development that connects residential with commercial areas within the downtown district. In fact, the LCI study identifies the Property appropriate for a 23-unit rear-loaded townhome development with connectivity to commercial development along Atlanta Highway:

ADOD Project Narrative 0 6<sup>th</sup> Street, Auburn GA March 13, 2025 Page **4** of **5** 



While this development is not in the same scale of that development envisioned in the LCI, this smaller development allows for incremental growth and may help foster additional growth while providing similar connectivity and streetscape development along 6<sup>th</sup> Street and 6<sup>th</sup> Avenue.

Similarly, the City's Comp. Plan envisions greater connectivity and an emphasis on creating a genuine sense of place through street design and architecture. For example, the Comp. Plan stresses the need to "foster collaboration with the community" through prioritizing improvements to "walkability and cycling options" and revitalization of the City's historic downtown. Comp. Plan p. 7.

### Conclusion

For the reasons stated above and detailed in the enclosed site plans and elevations, the Halpers asks that this Council approve the Application and allow for the development envisioned by the City in zoning regulations, Comprehensive Plan and LCI.

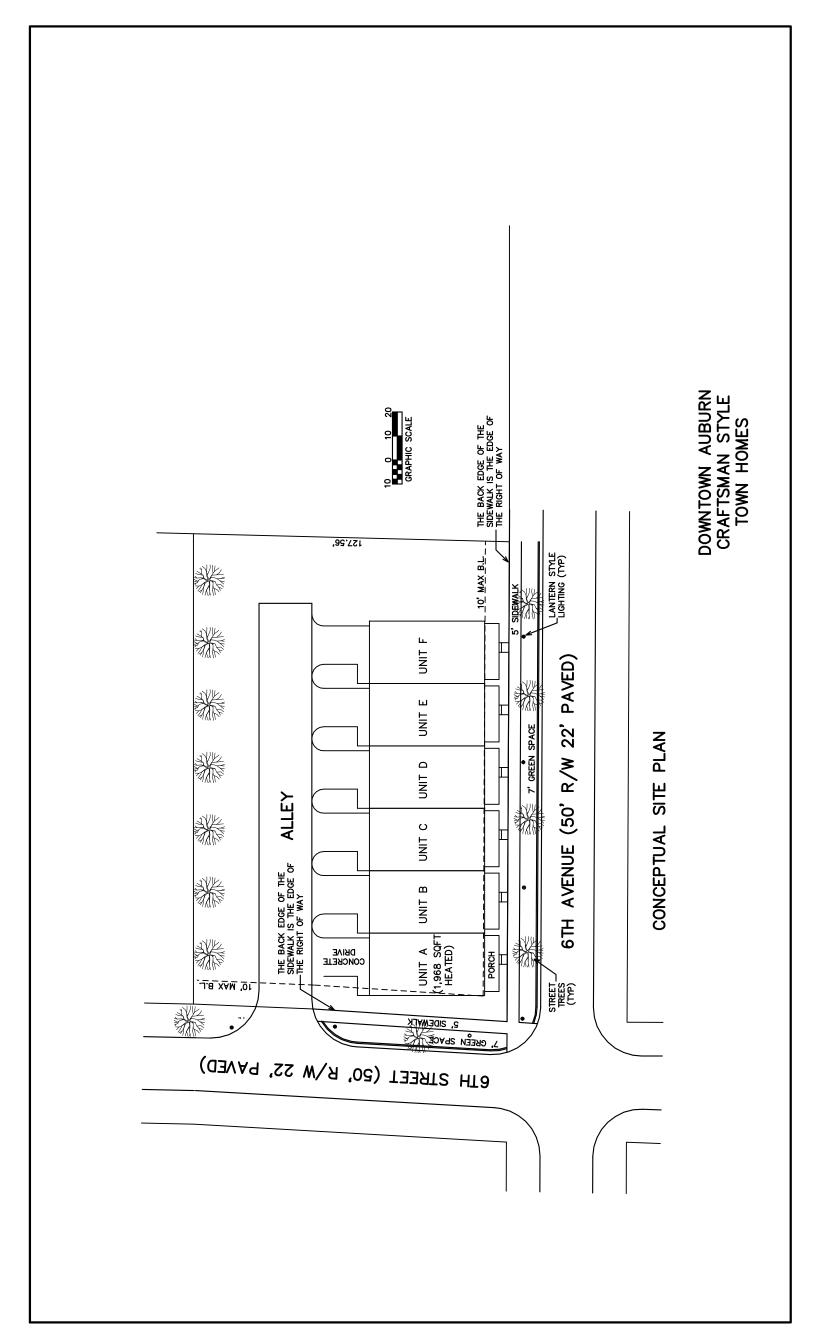
/s/ William Diehl
William J. Diehl

ADOD Project Narrative 0 6<sup>th</sup> Street, Auburn GA March 13, 2025 Page **5** of **5** 

Thompson, O'Brien, Kappler & Nasuti, PC 2 Sun Court, Suite 400
Peachtree Corners, Georgia 30092
wdiehl@tokn.com // 770.925.0111

Enclosures: Site Plan

Elevations Floor Plan



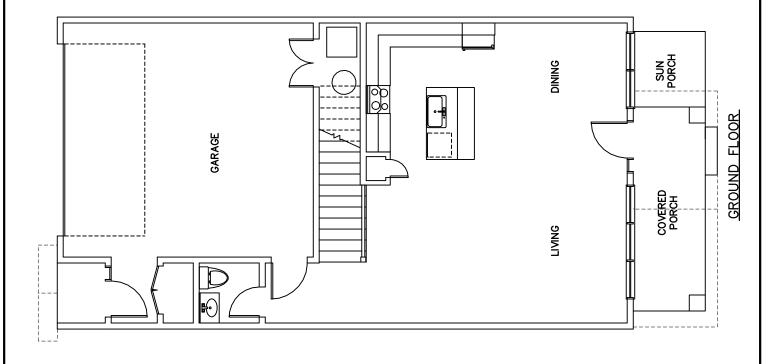


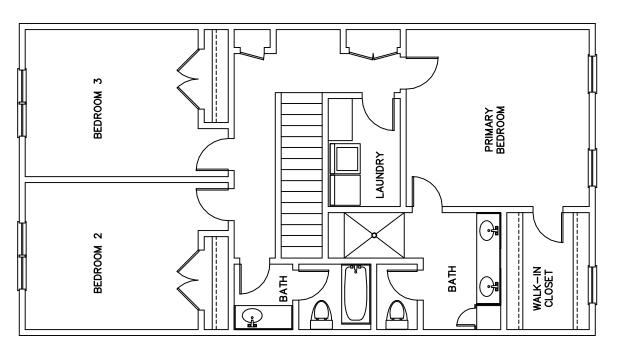
5TH AVENUE(FRONT) ELEVATION



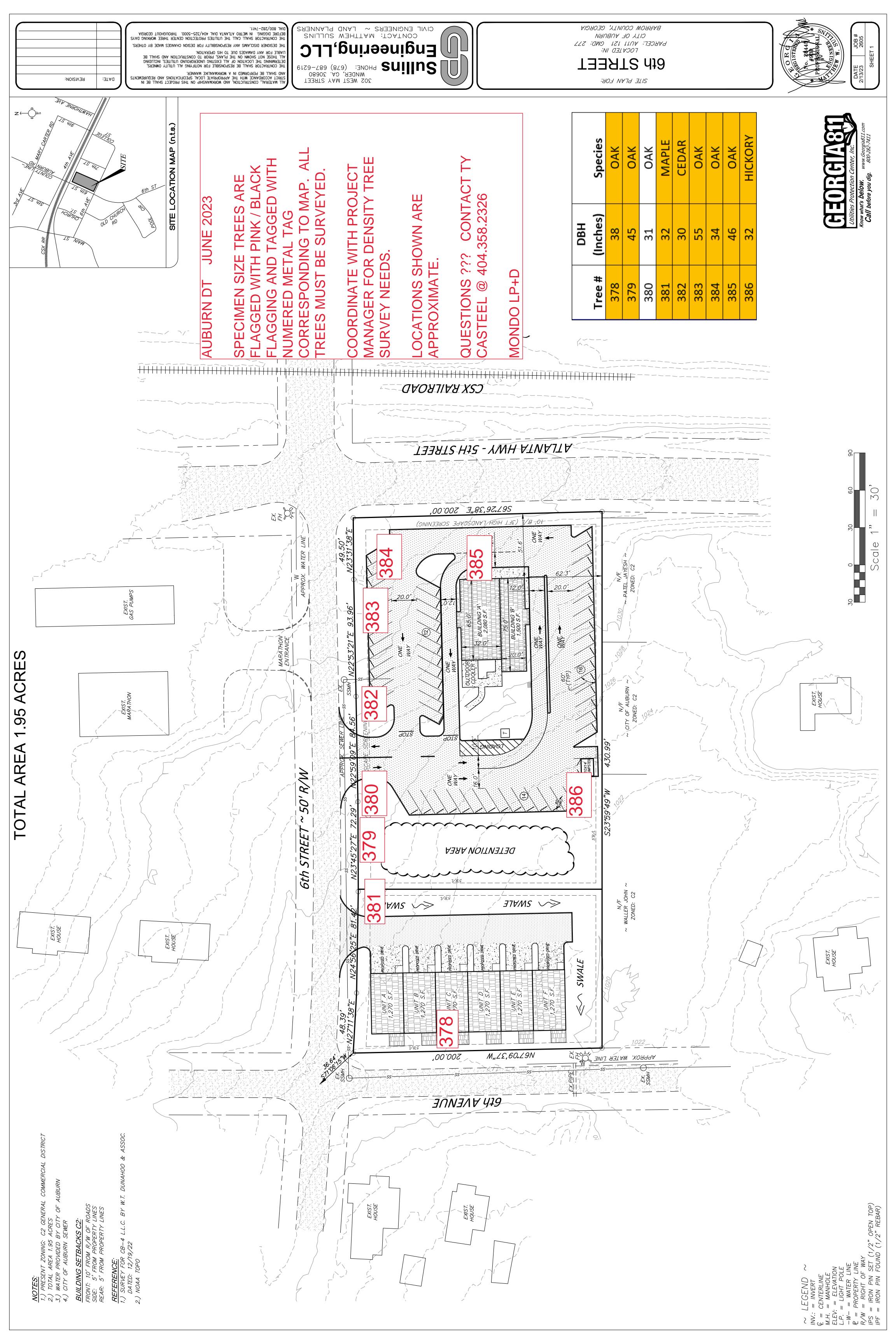
REAR ELEVATION

DOWNTOWN AUBURN CRAFTSMAN STYLE TOWN PLIMES

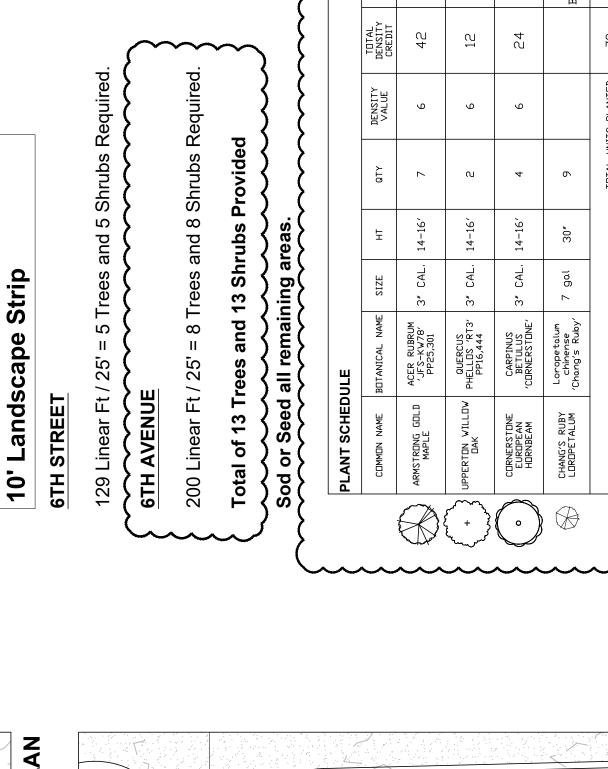




UPPER FLOOR



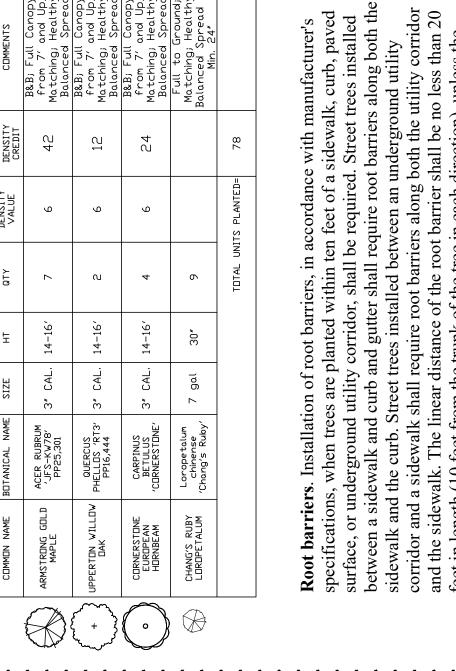
# TREE PROTECTION PLAN -N23.45,27"E SWALE < ∃7∀MS $\searrow >$ M"Z£,60.Z9N APPROX. WATER LINE



WA TER LINE

50'R/W

6th STREET



WA TER QUALITY/QUANTITY EASEMENT?

UNIT B 1,270 S.F.

UNIT C 1,270 S.F.

PROPOSED LOT LINES

UNIT D 1,270 S.F.

UNIT E 1,270 S.F.

UNIT F 1,270 S.F.



N/F WALLER ZONED:



### **MAYOR**

Rick E. Roquemore

### **CITY ADMINISTRATOR**

Michael E. Parks

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

### CITY OF AUBURN

Mayor and Council
Council Meeting
July 10, 2025
6:00pm
Auburn Municipal Complex
1 Auburn Way
Auburn, GA 30011

Present: Mayor:
Council Member:
Council Member

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

Also in Attendance: Jack Wilson

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

**Rev. Rob Ballard** gave the Invocation. **Mayor Roquemore** gave the pledge.

### **Council Reports and Announcements**

Mayor Roquemore asked for Council Reports and Announcements: none was given.

**Mayor Roquemore** announced the need to amend the agenda to add consideration to the purchase of commercial lawn mowers.

Mayor Roquemore asked for a motion to amend the agenda.

**Motion:** Made by **Council Member Rowan** to amend the agenda to add this item.

Second: Made by Council Member Sisk

**Mayor Roquemore** asked for any discussion; there was none.

### Mayor Roquemore asked for any Citizen Comments.

Danielle Archambear, Spoke on Item E- Townes of Auburn Waiver from Sec. 16.28.020. Access.

### **VOTING ITEMS**

Item 1.: Consent Agenda

- a. Council Business Meeting Minutes- June 12, 2025
- b. Council Workshop Meeting Minutes- June 26, 2025
- c. Special Called Meeting Minutes- June 12, 2025
- d. Special Called Meeting Minutes- June 26, 2025

- e. Townes of Auburn Waiver Dec. 16.28.020-Access.
- f. Update Stormwater Management User Fee Ordinance Section 18.14.050

**Motion:** Made by **Council Member Sisk** to approve the consent agenda.

Second: by Council Member Rowan

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

### **NEW ITEMS**

Item 2.: Blue River Development- Relinquish Easement

Jack Wilson: Presented

Mayor Roquemore asked for a motion to approve the Blue River Development- Relinquish Easement Motion: Made by Council Member Sisk approved the Blue River Development- Relinquish Easement

Second: Made by Council Member Vogel

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

Item 3: Purchase of Commercial Mowers

Iris Akridge Presented

**Mayor Roquemore** asked for any discussion. **Council Member Vogel** Expressed he would like to advise that we get a maintenance plan for the mowers to make sure they are properly maintained.

Mayor Roquemore asked for a motion to approve the Purchase of Commercial Mowers

Motion: Made by Council Member Vogel approved the Purchase of Commercial Mowers

Second: Made by Council Member Sisk

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

Mayor Roquemore asked for any citizen comments; there were none.

Motion: Made by Council Member Sisk to adjourn.

**Second:** By Council Member Rowan.

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

Respectfully submitted,		
Read and approved this	Day of August 2025	
Attest:		
Mayor Richard E. Roquemore		



### MAYOR

Rick E. Roquemore

### CITY ADMINISTRATOR

Michael Parks

### CITY COUNCIL

Robert L. Vogel III

Taylor J. Sisk

Jamie I. Bradley

Joshua Rowan

### CITY COUNCIL WORKSHOP MEETING

July 24, 2025 6:00 PM Council Chambers 1 Auburn Way Auburn, GA 30011

Present: Mayor: Richard Roquemore

Council Member: Robert L. Vogel
Council Member: Taylor J. Sisk

Council Member: Jamie L. Bradley (Absent)

Council Member: Joshua Rowan

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

Also in Attendance: Jack Wilson

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

### **Council Reports and Announcements**

**Mayor Roquemore** asked for Council Reports and Announcements. Staci Waters thanked everyone for coming to Jeep Fest. She also announced the Car show this coming Saturday and the Farmers Markets on Tuesdays.

### **NEW BUSINESS**

Item 1: RZ25-0001 Cornerstone Home Builders rezoning of parcels AU05 018 and AU05 019.

### Sarah McQuade Presented

Item was tabled to the August 20<sup>th</sup>, 2025Planning and Commission meeting. Tabled for the Council work session and public hearing September 11<sup>th</sup>, 2025.

Item 2: VWSE25-0002 Cornerstone Waiver from SEC. 16.28.030.C.1 and Sec. 16.28.060.B.1 Sarah McQuade Presented

Item was tabled to the August 20<sup>th</sup>, 2025Planning and Commission meeting. Tabled for the Council work session and public hearing September 11<sup>th</sup>, 2025.

### Item 3: PL25-0009 HPC Investments, LLC Overlay Architectural Review

Sarah McQuade Presented

Placed on August 14, 2025, Council Business Agenda

### **Item 4: FPR25-001 Kingston Cove Final Plat**

Sarah McQuade Presented

Placed on August 14, 2025, Council Business Agenda

### **Item 5: Renewal of Contract for SCADA System**

Iris Akridge Presented

Placed on August 14, 2025, Council Business Agenda

### Item 6: Cold Planer Attachment for Mini Excavator

Iris Akridge Presented

Placed on August 14, 2025, Council Business Agenda

### **Item 7: Renewal of the City of Civility Resolution #03-025**

Michael Parks Presented

Placed on August 14, 2025, Council Business Agenda

# Item 8: Engineering Oversite and Construction Contract Administration for the Raw Water Storage Pond

Michael Parks Presented

Placed on August 14, 2025, Council Business Agenda

# Item 9: Construction Phase Engineering Services for Phase B Raw Waters Pipeline and Rock Creek Intakes #1 and #2

Michael Parks Presented

Placed on August 14, 2025, Council Business Agenda

Mayor Roquemore asked for the Citi	zen comments. There were none.
Respectfully submitted,	
Read and approved this	Day of August 2025 Attest:
Mayor Richard E. Roquemore	



### MAYOR

Rick E. Roquemore

### CITY ADMINISTRATOR

Michael E. Parks

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

CITY OF AUBURN
MAYOR AND COUNCIL
Budget FY 2025 Special Called Meeting
August 4, 2025
5:00 PM
Council Chambers
1 Auburn Way
Auburn, GA 30011

Present: Mayor: Richard Roquemore

Council Member: Robert L. Vogel III
Council Member: Taylor J. Sisk
Council Member: Jamie L. Bradley
Council Member: Joshua Rowan

City Staff in Attendance: Michael Parks, Sunshine Palmer, Brooke Haney, Iris Akridge

Also in Attendance: Dena Boston - Finance Department

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

### **NEW BUSINESS**

Item 1: Revenue- Projection for General Fund, Water, and Stormwater Sunshine Palmer Presented

Item 2: Expenditures- Public Works, Roads, Water, Stormwater Iris Akridge Presented

Item 3: Expenditures- Govt Buildings, Street Lights, Downtown Development, Main Street, Library
Michael Parks Presented

Second by: Council Member Sisk

Votes were taken with all members present voting yes. The public hearing is closed.

**Mayor Roquemore** asked for a motion to adjourn the public hearing on the budget on the 2025 Budget.

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

Second by: Council Member Sisk

Votes were taken with all members present voting yes. The public hearing is adjourned.

Respectfully submitted,	
Read and approved this	Day of August 2024
Attest:	
Mayor Richard Roquemore	



MAYOR Richard E. Roquemore

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

AGENDA ITEM NO: D

TO:

MAYOR & COUNCIL

FROM:

Iris Akridge – Public Works Director

DATE:

July 24, 2025

**PURPOSE:** 

Proposal to Discuss Acquisition of a Cold Planer Attachment for Mini Excavator

**BACKGROUND**: The Department is seeking to upgrade its field performance and service delivery through the purchase of a Cold Planer (road milling machine) attachment, designed to be compatible with our current excavator. This proposed equipment upgrade would significantly improve the ability to perform small-scale asphalt milling with greater precision, speed, and cost-efficiency.

The addition of this attachment directly supports commitment to proactive roadways, sidewalk, and curb maintenance by allowing targeted removal of deteriorated pavement without causing disruption to surrounding surfaces. It is particularly effective for:

- Preparing potholes and utility trench areas for resurfacing
- Grinding elevated pavement sections to improve drainage and safety
- Smoothing rough or uneven asphalt edges prior to patching or overlaying
- Restoring pavement surrounding manholes, valves, and storm drains

This equipment will help the Road crew complete small road repairs faster and without needing outside contractors. It will save time, lower costs, and help keep roads safer. Its small size makes it perfect for working in narrow or hard-to-reach areas where larger machines can't fit.

Three estimates were obtained:

1 – Yancey Bros., Co.

\$15,848.00\*

2 - Harco Equipment

\$22,900.00

3 - Gene & Matt Tractor Sales

\$24,100.00

**FUNDING:** 

Machinery & Equipment: 100-4100-542100

\$15,848.00

**RECOMMENDATION:** Approval is asked for the purchase of a Caterpillar Cold Planer attachment from Yancey Bros. Co. in the amount of \$15,848. This equipment will enable the Road Crew to complete milling and surface preparation tasks with increased efficiency and precision, particularly in confined or hard-to-reach areas where larger machinery cannot be used effectively.

### Attachments:

Proposals for Cold Planer Attachment for Mini Excavator

- 1 Yancey Bros., Co.
- 2 Harco Equipment
- 3 Gene & Matt Tractor Sales



July 1, 2025

### City of Auburn

GEORGIA STATE CONTRACT - 9999-001-SPD0000177-0024

RE: Quote 286475-02

### Dear Sir,

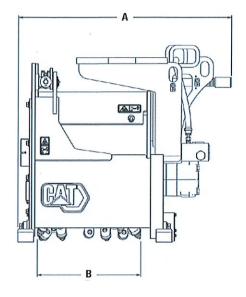
Yancey Bros. is happy to provide the attached quotation for equipment based on our discussion and your requirements. Please review this carefully to ensure that all necessary items are accounted for. I am available should any questions arise.

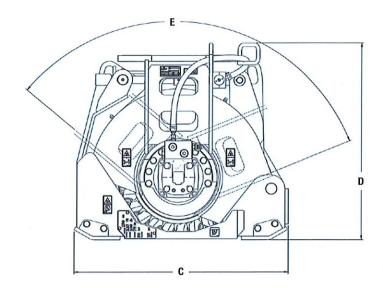
Caterpillar, Inc. Cold Planer for Mini-Exc.

CONFIGURATION DETAILS Components		Ref No.	Wgt	Qty	List
CAT Consist					
MINI HYD EXCAVATOR WORK TO	OLS 0P-0227		0	1	0
CAT Components (Attachments	)				
LINES, B9 HAMMER, 7-10T	580-9885		24	1	542
BRACKET, MHE 7-9T, 50MM, XL	564-9840		186	1	660
COLD PLANER, PC35	619-6535		1080	1	15,889
		Total CAT List/Net:			17,091
Total After State Contract D Installation & Testing Cold I Total Price					\$14,527 \$1,321 <b>\$15,848</b>
Accepted by	я	on	i		

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not

## **DIMENSIONS**





Model	PC35	PC45
A Overall Width	856 mm   33.7 in	943 mm   37.1 in
B Working Width	350 mm   13.8 in	450 mm   17.7 in
C Overall Length	860 mm   33.9 in	947 mm   37.3 in
D Overall Height	808 mm   31.8 in	866 mm   34.1 in
E Rotation Angle	119°	117°
Weight	489 kg   1078 lb	666 kg   1468 lb
Maximum Cutting Depth	120 mm   5 in	150 mm   6 in
Required Hydraulics	First Auxiliary	First Auxiliary
Optimal Hydraulic Flow	45-80 L/min   12-21 gpm	75-140 L/min   20-37 gpm
Optimal Hydraulic Pressure	150-250 bar   2175-3625 psi	150-250 bar   2175-3625 psi
Drum Speed at Maximum Flow	255 rpm	220 rpm
Number of Conical Bits	42	48



### **BIT OPTIONS**

All purpose conical bits are standard. Optional bits include: concrete, heavy duty concrete and heavy duty asphalt.

Tools to change out bits are included.



### **STANDARD TWO YEAR WARRANTY**

Standard two-year warranty gives you peace of mind when purchasing a quality Cat Cold Planer attachment.

# COLD PLANERS

MINI HYDRAULIC EXCAVATORS
BACKHOE LOADERS



### Models

PC35 PC45

### **Machine Compatibility**

305, 305.5, 306, 307.5, 308, 309, 415, 416, 420, 428, 430, 432, 434, 440, 444 307.5, 308, 309, 310, 415, 416, 420, 428, 430, 432, 434, 440, 444, 450

Current machines listed. Machine model availability and attachment vary by region. Contact your local Cat<sup>®</sup> dealer for exact compatibility and availability.

CAT

Cat® cold planers are designed for small paving jobs in residential and commercial applications and are primarily used to economically restore asphalt and concrete surfaces. They are ideal for milling imperfections prior to resurfacing, removing deteriorated pavement, removing traffic lane stripes and jobs where the use of dedicated planers is limited. The Cat PC35 and PC45 Cold Planers are designed for use on Cat mini hydraulic excavators and backhoe loaders.

### **FEATURES**



### **MAX PRO PRESSURE GAUGE**

Max pro pressure gauge provides operator feedback to adjust ground speed for maximum productivity in changing material loads. Gauge displays planer performance in real-time conditions and is visible from the cab. Standard on all models.



### **DRUM CENTER INDICATOR**

Indicates center of the drum on the side of the planer.



### REPLACEABLE SKID SHOES

Easily replaceable, wear-resistant skid shoes remain parallel to the ground for optimum stability.



# MANUAL ADJUST DEPTH WITH INDICATOR SCALE

Operator can easily adjust the depth using the provided hand crank and indicator scale.



### **CUT WIDTH INDICATOR**

Indicates the width of the cut of the drum.



### **EFFICIENT HOSE ROUTING**

Hose guides ensure hydraulic lines are out of the way during all operating orientations.



### **CUT MARKS**

Indicates contact point of drum with surface based on depth of cut. An assistant can communicate with the operator when to start and stop the cut.



### **LONG LIFE MOTOR**

Gear motor provides optimal performance and efficiency.



### **MOUNTING BRACKET SYSTEM**

Requires common mounting bracket that utilizes a shared bolt pattern that allows interchangeability between cold planers, hammers and vibratory plate compactors.

Status: Quote

### HARCO EQUIPMENT - WINDER

610 ATLANTA HWY NW WINDER, GA. 30680

770-867-9496 Phone 770-307-0236 Fax

WWW.HARCORENTALS.COM

Operator: LIAM NOONAN

Quote #: q4078-3

Quote To: Wed 6/25/2025 12:00PM

Terms: On Account

Customer#: 2552

**CITY OF AUBURN** 

Phone 770-963-4002

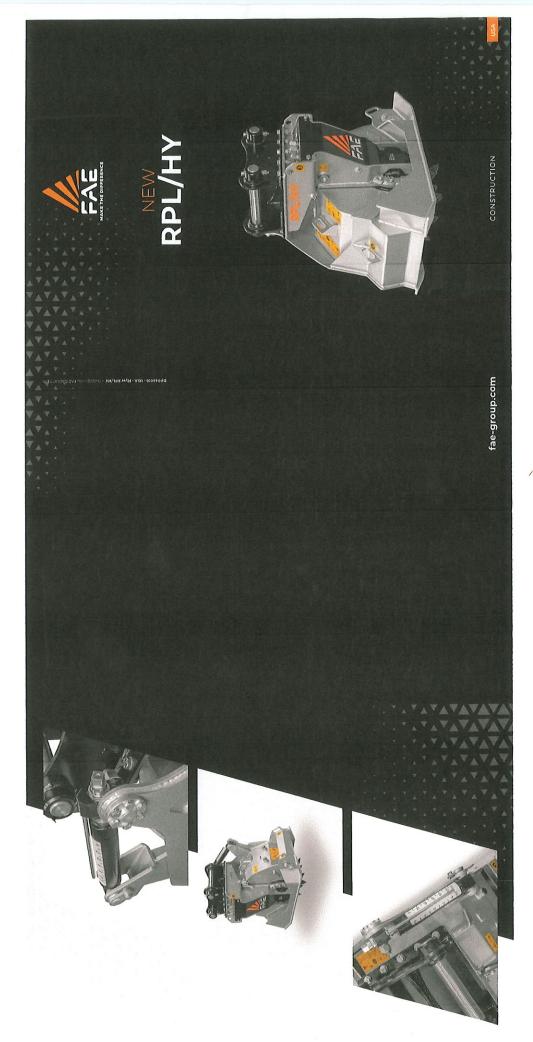
P.O. BOX 1059 Job Descr: FAE RPL/HY QUOTE Auburn, GA 30011

17000 appropriate a contract of the contract o	NATIONAL PROPERTY OF THE PROPE	AND THE PROPERTY OF THE PROPER	a transcription and the second of the second		and the state of t
Qty Key	Items	Part#		Each	Price
4 551 (1)/ 00	DOAD OLANCO EAF ODLAN	RPL/HY-30	ĺ	\$22,900.00	\$22,000,00
1 RPL/HY-30	ROAD PLANER, FAE RPL/HY	KPL/H1-30		\$22,800.00	\$22,900.00
INCLUDES SETUP AN	D ATTACHMENT BRACKET - 2YR V	VARRANTY - 16-20WKS	l l		
INOCODEO OE 101 711					

### Quote valid for 30 days.

The company of the co	egyppen anna men			CCCCC warmaning the property agreement of the property and the comment of the com
			Sales:	
		ļ	\$22,900.00	
Amount Due:	Paid:	Total:		Subtotal:
\$22,900.00	\$0.00	\$22,900.00		\$22,900.00

Signature:
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· . .

# RPL/HY

Road planers are machines that can mill road surfaces, partially of fully removing the asphalt or concrete blaver. FAE's road planers are based on "Canton and planer the should obligate that he is specially the transfer of special planer that he should be should be suffered that was specifically the impact of special to texts arranged along a napled spinning stock in Road of the RUHY road was specifically. As an excavation of special planer of the RUHY is along the special planers of the special planers of the special planers are along the special planers. As an excavation statement, the RUHY is ideal for use where manewerability, floability and precision are needed, such as in narrow comers, on sidewalks, and in service channeds.

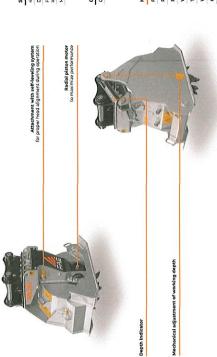


0 - 50 gal/min

50 - 100 gal/min

APPLICATIONS:
Asphalt shredding
Asphalt recycling





MAIN OPTIONS



Teeth for working on concrete

# STANDARD EQUIPMENT 470 cc hydraulic piston moto

Direct-drive transmission	Fittings for hydraulic connections
Flow Control system valve with integrated safety and anticavitation valves	Self-leveling attachment bracket
Mechanically adjustable working depth	Rotor with picks R/44/A

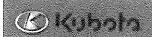
МОБЕL	RPL/HY 30
Flow rate (gal/min)	72-53
Pressure (PSI)	2600-5080
Excavator weight (t)	8-5
Working width (in)	
Total width (in)	20
Weight (Ibs)	882
Rotor dlameter (in)	20.7
Working depth (in)	570
N* picks type R/44/A	E

Working depth (in)
N\* picks type R/44/A

## ROTOR TYPE R PICK R/44/A



PICK R/44/C (Optional)



Gene & Matt Tractor Sales, Inc.

Quote Page 1 of Quote Number: 853257 Effective Date: 04/21/2025 Valid Through: 04/30/2025

Ship To

CITY OF AUBURN

Mobile: (762) 338-9103

JOE MORAVEC

Kubota Dealer

Gene & Matt Tractor Sales

652 Atlanta Hwy NW Winder, GA 30680

Brandon Phillips

Phone: (706) 498-3715

BPhillips.geneandmatt@gmail.cg

Bill To

CITY OF AUBURN JOE MORAVEC

GA

Mobile: (762) 338-9103

AP-CP3018 - 18" COLD PLANER

Description

18" COLD PLANER

Manufacturer Model#

LAND PRIDE

AP-CP3018

Qty

Price Each

\$24,100.00

Total \$24,100,00

**Cash Details** 

Equipment Total Additional Charges

**Cash Sale Price** 

\$24,100.00

\$0.00

\$24,100.00

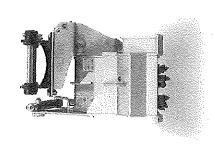
2 15 % - 5-15 % 12-36 months

#### ALL QUOTES GOOD FOR 30 DAYS.

Sales quote can only be provided by a participating Kubota dealer. Only Kubota and Kubota performance-matched Allied equipment are eligible. Inclusion of ineligible equipment may result in a higher blended APR. Stand Alone Kubota or Allied implements and attachments/accessories are subject to stand alone programs. Financing is available through Kubota Credit Corporation, U.S.A.; subject to credit approval. Program eligibility requirements are subject to change without notice and may be withdrawn without notice. Some exceptions apply. See dealer or go to KubotaUSA.com for more information.

# RPL/HY

Road plane's are machines that can mill road surfaces, partially of fully removing the asphals or concrete layor. FAR's food plane's removing the asphals or concrete layor. FAR's and plane's certainty, the road's surface is sarapsed by the industry standing stora. The layout of the RPLH'r tester was specifically the impact of special soch transpead along a rapidly schining stora. The layout of the RPLH'r tester was specifically designed by FAR to force as periodically concrete whenches. As an excelvation statement, the RPLHYr is ideal for use where manewembling fleathing and precision are needed, such as in narrow conners, on addewales, and in sorice channels.



Asphalt shredding Asphalt recycling **APPLICATIONS**:

50 - 100 gal/min

0 - 50 gal/min

Mechanical adjustment of working depth

Depth Indicator

MAIN OPTIONS

Teeth for warking on concrete

Attachment with self-leveling system for proper host alignment during operation

Radial piston motor to maximizo performato

(D) 13-24-53l/mln

Fixed tooth road planer for excavators up to 8 t.

ROAD PLANERS FOR EXCAVATORS

RPL/HY

Cepth Cepth

Enclosed, dust-resistant machine body Fittings for hydraulic connoctions Self-leveling attachment bracket Roter with picks R/4.4/A STANDAD EQUIPHENT
770 or hydraulic plann motor
(190 or hydraulic plann motor)
(190 or hydraulic plann)
(190 or hydraulic plann)

OPTIONS
Gustomized attachment baselees kit with customized pins Multiple tooth options

Flow trees (p.54/min)
Pressures (p.54/min)
Pressures (p.54/min)
Verentdag watch (in)

2500-5080

77.0 RPL/HY 30

207 Total width (in) Weight (Ibs) Rotor dlameter (In) Werking depth (In) N" picks type R/44/A

ROTOR TYPE R

温 0

PICK B/44/C (optional) PICK B/44/A (standard)



# **MAYOR** Richard E. Roquemore

# CITY ADMINISTRATOR Michael Parks

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

**AGENDA ITEM: E** 

TO: Mayor and Council

FROM: Michael E. Parks

City Administrator

DATE: July 18, 2025

#### **PURPOSE:**

Readoption of the Civility Pledge Resolution #03-025

#### **BACKGROUND:**

#### Civility Pledge

The way we govern ourselves is often as important as the positions we take. Our collective decisions will be better when differing views have had the opportunity to be fully vetted and considered. All people have the right to be treated with respect. Courtesy and openness. We value all input. We commit to conduct ourselves at all times with civility and courtesy to each other.

#### **RECOMMENDATION:**

To approve Resolution #03-025 Pledging to Practice and Promote Civility in the City of Auburn.

**FUNDING:** N/A

# RESOLUTION #\_\_03-025\_\_\_\_\_ PLEDGING TO PRACTICE AND PROMOTE CIVILITY IN THE CITY OF AUBURN

WHEREAS, the City Auburn of the City of Auburn (the "Council"), the governing body of the City of Auburn, Georgia (the "Municipality"), recognizes that robust debate and the right to self-expression, as protected by the First Amendment to the United States Constitution, are fundamental rights and essential components of democratic self-governance; and

**WHEREAS**, the City Council further recognizes that the public exchange of diverse ideas and viewpoints is necessary to the health of the community and the quality of governance in the Municipality; and

**WHEREAS**, the members of City Council, as elected representatives of the community and stewards of the public trust, recognize their special role in modeling open, free and vigorous debate while maintaining the highest standards of civility, honesty and mutual respect; and

**WHEREAS**, City Council meetings are open to the public and thus how City officials execute their legal duties is on public display; and

**WHEREAS**, civility by City officials in the execution of their legislative duties and responsibilities fosters respect, kindness and thoughtfulness between City officials, avoiding personal ill will which results in actions being directed to issues made in the best interests of residents; and

**WHEREAS**, civility between City officials presents an opportunity to set a positive example of conduct and promotes thoughtful debate and discussion of legislative issues, resulting in better public policy and a more informed electorate while also encouraging civil behavior between residents; and

**WHEREAS,** civility between City officials is possible if each member of the elected body remembers that they represent not only themselves, but the constituents in their area and in the City; and

**WHEREAS**, in order to publicly declare its commitment to civil discourse and to express its concern for the common good and well-being of all of its residents, the Council of the City of Auburn has determined to readopt this resolution.

#### NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

#### **SECTION ONE**

The City of Auburn pledges to practice and promote civility within the governing body as a means of conducting legislative duties and responsibilities.

#### **SECTION TWO**

The elected officials of the City Council enact this civility pledge to build a stronger and more prosperous community by advocating for civil engagement, respecting others and their viewpoints, and finding solutions for the betterment of the City of Auburn.

#### **SECTION THREE**

This pledge strives to ensure that all communication be open, honest, and transparent as this is vital for cultivating trust and relationships.

#### **SECTION FOUR**

This pledge strives to show courtesy by treating all colleagues, staff and members of the public in a professional and respectful manner whether in-person, online or in written communication, especially when we disagree.

#### **SECTION FIVE**

This pledge strives to ensure mutual respect to achieve municipal goals, recognizing that patience, tolerance, and civility are imperative to success and demonstrates the Council's commitment to respect different opinions, by inviting and considering different perspectives, allowing space for ideas to be expressed, debated, opposed, and clarified in a constructive manner.

#### **SECTION SIX**

This pledge demonstrates our commitment against violence and incivility in all their forms whenever and wherever they occur in all our meetings and interactions.

#### **SECTION SEVEN**

The City of Auburn expects members of the public to be civil in its discussion of matters under consideration by and before the City Council, with elected officials, staff, and each other.

<b>ADOPTED</b> this day of August, 2025.	
Mayor Richard E. Roquemore	Council Member Jamie L. Bradley
Council Member Robert L. Vogel, III	Council Member Taylor J. Sisk
Council Member Joshua Rowan	_
ATTEST:	
Brooke Haney, City Clerk	<u> </u>



#### MAYOR

Rick E. Roquemore

## CITY ADMINISTRATOR

Michael E. Parks

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

**AGENDA ITEM: F** 

TO: Mayor and Council

FM: Michael Parks

City Administrator

DATE: July 18, 2025

#### **PURPOSE:**

Provide Engineering Oversite and Construction Contract Administration for the construction of the tunnel and shaft at the Raw Water Storage Pond.

#### **BACKGROUND:**

The construction of the tunnel and shaft for the withdrawal of water from the Raw Water Storage Pond is about to begin. The project was awarded to Heavy Constructors. Engineering Oversite and Construction Contract Administration of the project is needed. The City of Auburn and Carter & Sloope signed an engineering services agreement a couple of years ago. This authorization request is an extension of that agreement.

#### RECOMMENDATION:

Request a motion to approve this agreement for engineering services. The cost to Auburn will be \$107,032

#### **FUNDING:**

These engineering services will be paid out of a \$4,000,000 GEFA loan or future revenue bonds.





June 27, 2025

Mr. Horace Gee Utilities Director City of Winder, Georgia Horace.gee@cityofwinder.com Mr. Michael Parks City Administrator City of Auburn, Georgia mparks@cityofauburn-ga.org

RE:

Winder-Auburn Raw Water Storage Pond

C&S File No.: W7450.014

Dear Mr. Gee and Mr. Parks:

We are providing this letter to amend our Agreement dated November 22, 2020. The scope of services described below is for construction phase services and construction observation for the tunnel and shaft construction. This work was not contemplated during the original scoping of the project. During original scoping there were three options to be decided upon and it was unknown which design would be needed.

#### Scope of Work

#### 6. Construction Administration and Observation for tunnel and shaft

Management of construction efforts (i.e. "construction management" services) are specifically excluded from our Scope of Work; however, if the Client authorizes us to proceed, C&S will provide professional services in the general administration of the tunnel and shaft construction contract and act as the Client's representative during construction to the extent and limitations of the duties, responsibilities and authority of the Engineer as established in this written Agreement and in the Contract Documents, which is assigned in EJCDC C-700 Standard General Conditions of the construction contract included in the Bidding Documents.

For the purposes of this Agreement, we are assuming the following schedule based on the contractor's schedule that was submit with his bid.

Construction Component	Anticipated Component Duration (Days)	Field Oversight
	t	Two (2) visits - one at start and one at end of tunnel
Tunnel Excavation	20	construction, 5 days each
Raise Bore Chamber	5	One (1) visit, 5 days
Shaft Pilot Hole	5	One (1) visit, 5 days
Raise Bore	22	Three (3) visits, one day each
Shaft Liner Installation	22	Two (2) visits, one day each
Tunnel Liner Installation	24	Three (3) visits, one day each

The following tasks will be completed as needed during construction of the tunnel and shaft:

- a. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which, in the Engineer's judgment, are necessary to enable the Contractor to proceed.
- b. Clarifications, Interpretations and Field Orders: Respond in writing with reasonable promptness to Requests for Information (RFI's) and issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work and subject to any limitations in the Construction Contract Documents, and prepare and issue Field Orders requiring minor changes in the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents and shall be provided as part of the Engineer's Scope of Services; however, if the Contractor's request for information, clarification, or interpretation are, in the Engineer's professional opinion, for information readily apparent from reasonable observation of field conditions or a review of the Contract Documents, or are reasonably inferable there from, the Engineer shall be entitled to compensation for Additional Services for the Engineer's time spent responding to such request provided the Engineer notify Client in advance that it deems such request to be so apparent, seek compensation for such clarification and interpretation and Client does not timely instruct the Engineer not to undertake the clarification or interpretation. Should the Client agree to reimburse the Engineer for these Additional Services, the Engineer shall prepare a Change Order for the Client that will deduct the cost of these Additional Services from the Client's contract with the Contractor.
- c. Shop Drawings and Samples: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- d. Change Orders and Work Change Directives: Review and recommend Change Order justifications and prepare Change Orders and Work Change Directives, as appropriate, to modify the Contract Documents as may be necessary.
- e. Differing Site Conditions: Assist the Client with a response to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Client's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
- f. Non-reviewable matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Client and Contractor that Engineer will not provide a decision or interpretation.
- g. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial

interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgements, Engineer will not show partiality to Client or Contractor, and will not be liable to Client, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgements conducted or rendered in good faith.

- h. Progress Meetings: C&S will attend progress meetings at the jobsite as needed, but at a minimum, monthly. We will prepare meeting agendas, lead the progress meetings and issue meeting minutes for review and approval by the Client and Contractor.
- i. Limitation of Responsibilities: Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any portions of the Work, or any agents or employees of any of them. The Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents or any laws, codes, rules or regulations.

C&S will provide visits to the Project site at intervals appropriate to the various stages of construction, as Engineer deems necessary, or as otherwise agreed to in writing by the Client and the Engineer, during construction, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and/or his Resident Project Representative, if any, are not intended to be an exhaustive check or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections or Special Inspections or tests of Contractor's Work in progress beyond the responsibilities specifically assigned to the Engineer in this Agreement and the Contract Documents, but rather our site visits will be limited to spot checking and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and general observations, Engineer will determine, in general, if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep the Client informed of the progress of the Work.

The purpose of Engineer's visits to, and representative's visits, if any, at the Project site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. The Engineer and/or his Resident Project Representative will not supervise, direct or have control over Contractor's work during such visits or as a result of such observations of Contractor's Work, nor will we have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. Accordingly, we will neither guarantee the performance of any Contractor nor assume responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. We will record our observations in Project observation reports and at the end of the Project, we will assemble these reports and provide the Client with one (1) hard copy and one (1) electronic copy in Adobe PDF format.

Continuous onsite observation by a Resident Project Representative at the Project site is not included in our budget. If continuous observation is desired please let us know and we will revise this agreement.

- a. Jobsite Safety: Neither the professional activities of the Engineer, or the presence of the Engineer or its employees and sub-consultants at the construction site / Project site, shall impose any duty on the Engineer, nor relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Engineer and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the Contractor shall be solely responsible for jobsite safety, and warrants the intent shall be carried out in the Client's contract with the Contractor. The Client also agrees that the Contractor shall defend and indemnify the Client, the Engineer and the Engineer's sub-consultants and they shall be made additional insureds under the Contractor's policies of general liability insurance.
- b. Inspections and Tests: The Engineer will require special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
- c. Defective Work: The Engineer will recommend to Client that the Contractor's Work be rejected while it is in progress if, on the basis of Engineer's or his representative's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- d. Disagreements between Client and Contractor: The Engineer will render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Client or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decision, Engineer shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

#### Fee Basis

Carter & Sloope will invoice for this work. We propose to complete these services for \$314,800. Per the MOU between the Cities this would be \$207,768 for Winder and \$107,032 for Auburn.

If you have any questions or concerns regarding our proposed Scope of Work and/or proposed fee, please contact me. I would welcome the opportunity to discuss this with you. If the Scope of Services is acceptable, please sign, date, and return one (1) copy to us for our files. Once approved, Carter & Sloope can begin work on this project immediately.

<i>y</i>		
Sincerely, Marty C. Boyd	James B. Aton, P.E.	
Martin C. Boyd, P.E.	James B. Aton, P.E.	
Carter & Sloope, Inc.	Hussey Gay Bell, Inc.	
I hereby acknowledge review of this So with the work as described in this agree	cope of Services and authorize Carter & Sloope, Incement.	c. to proceed
Signature	Date	
Title		



**MAYOR** Rick E. Roquemore

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

#### **AGENDA ITEM: G**

TO: Mayor and Council

FM: Michael Parks

City Administrator

DATE: July 18, 2025

**PURPOSE: Provide** Construction Phase Engineering Services during the construction of the Phase B raw water pipeline and Rock Creek Intakes #1 and #2.

**BACKGROUND:** The project was bid out back in November 2023 and is being funded with ARPA Federal Grant. The start of work has been delayed due to funding issues, grant administration issues, material issues, permitting issues, and coordination with the other construction contract in progress at the Raw Water Storage Pond. The Contractor, Strack, Inc. is now ready to start construction. Engineering oversite is needed. This Task Order provides that oversite.

**RECOMMENDATION:** Approval of this task order so that Hussey Gay Bell can proceed with the project in the amount of \$120,500.

**FUNDING:** The engineering and construction cost of the pipelines and intakes #1 and #2 is being paid for with an ARPA grant.



# AUTHORIZATION FOR PROFESSIONAL SERVICES TASK ORDER

**CLIENT:** City of Auburn

PO Box 1059 Auburn, GA 30011

Attn: Honorable Rick Roquemore, Mayor, and Auburn City Council

CONSULTANT: Hussey, Gay, Bell & DeYoung, Inc., Consulting Engineers DATE: July 17, 2025

3100 Breckinridge Boulevard, Building 300

Duluth, Georgia 30096-4986

Page 1 of 15

RE: Task Order 41

Rock Creek Intake #2 and Pipelines, Phase B, Construction Phase Services

Auburn Water Supply and Storage Project Hussey Gay Bell Project No.: 25-0016-WS

The CLIENT herewith requests and authorizes the CONSULTANT to perform Engineering, Planning, and/or Surveying Services described below and agree to the terms as follows. For the purposes of this agreement, the Contractor is the design-build contractor selected by the CLIENT.

The scope of the work being administered includes 917 feet of 12-inch diameter IPS-HDPE pipe with manholes, 1,830 feet of 18-inch diameter IPS-HDPE pipe, 350 feet of 24" DIP pipe, 410 feet of 6-inch C-900 PVC pipe, one flow control manhole with valve, one manhole with flow meter, one (1) Rock Creek Intake #2, 140 feet of 24-inch DIP, and associated appurtenances. The work also includes such administrative services as may be necessary to assist the city with the administration of grants, loans and program management services associated with the project. Construction Period is estimated to be 7 to 9 months.

#### **Engineering Services**

The CONSULTANT will provide the following Engineering and Surveying services during the construction of the Raw water force main from the RWSP to the Drinking Water Treatment Plant.

Construction Phase Services Summary is presented below with a detailed list of services presented in ATTACHMENTS A and B.

- A. Attend the pre-construction conference with the CLIENT and Strack Inc., the Contractor. Discuss the construction schedule, pay request submittals, shop drawing submittals, and change order procedures.
- B. Coordinate, collaborate and meet with the Contractor on the minor details to be resolved prior to construction.
- C. Respond in writing to Contractor requests for information regarding construction of improvements. Assist the Contractor with plan interpretations.
- D. Provide benchmark and property line locations so that the Contractor can locate the buildings and utilities according to the CONSULTANT'S plans.
- E. Review shop drawings and other submittals.
- F. Review soil test reports and consult with the soils engineer as necessary.

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- G. Make periodic site visits (daily) to determine that the work is being performed in general accordance with the contract drawings and specifications. Report any defective work to the CLIENT.
- H. Meet with the Contractor and CLIENT once each month to discuss progress and review pay applications. The CONSULTANT shall submit a written report to the CLIENT and Contractor for each week's progress. The maximum of duration of construction is anticipated to be two hundred seventy (270) days or about nine (9) months. Visits will be made during that period. Near the end of construction, CONSULTANT will seek future authorization to participate in the equipment testing and EPD's operations permit process.
- I. Upon receipt of a pay request from the Contractor, CONSULTANT will visit the site to determine that the payment items have been installed or partly installed. Review and process in a timely manner monthly pay estimates by the Contractor (about 10 days). Recommend payment based on construction completeness to date.
- J. Process any requests for a change in the construction scope by the Contractor. Work shall include: a visit to the site to determine the need for the change, assist the CLIENT in negotiating the cost of the increase/decrease based on fair market value, and upon approval by all parties, issue a written change order describing the revised work along with the agreed costs. If the CLIENT requests a change order, it will be prepared as an additional service to this contract.
- K. Review and comment on the Operations and Maintenance Manual to be prepared by the Design-Build Contractor.
- L. Perform an inspection at the substantial completion point of the project and prepare a punch list of any deficient items associated with the plant and site construction. Prepare an opinion of substantial completion.
- M. Perform a final inspection to determine the punch list items have been addressed by the Contractor.

The CLIENT and the CONSULTANT agreed that the above summary of construction phase professional services are more specifically defined in Attachment A. Resident Project Representative services are more specifically defined in Attachment B. Should scope differences be identified, Attachments A and B will govern.

In addition to the Construction Contract Phase Services, the work also includes such administrative services as may be necessary to assist the city with the administration of grants, loans and program management associated with the project.

#### Indemnification

The CLIENT and the CONSULTANT agree that the CLIENT will defend, indemnify, and hold harmless the CONSULTANT from any claim or suit whatsoever, including, but not limited to, all payments, expenses or costs involved, arising from, or alleged to have arisen from the Contractor's performance or the failure of the Contractor's work to conform to the design intent and the contract documents. The CONSULTANT agrees to be responsible for its own or its employee's acts, errors, or omissions.

#### **Schedule**

The CONSULTANT anticipates that these tasks will take about nine (9) months or two hundred seventy (270) days from Notice to Proceed to completion or execution of this agreement. Should the construction period exceed this estimate, additional services and compensation will be required.

#### **Deliverable**

Attend construction for the period of the Contractor's agreement and prepare twice monthly progress reports to CLIENT. Provide baseline project surveying control. 0&M manual.

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Mayor Roquemore July 17, 2025 Page 3 of 14

#### **Fee for Engineering Services**

The CLIENT agrees to pay an amount equal to the time and expenses incurred according to the following:

The CONSULTANT'S fee for the Engineering Services described above in Items A through M will be a lump sum amount of \$120,500 and will be paid in 10 monthly amounts. Fee is estimated based on 3.8% of construction costs, reference USDA guidance documents plus effort to assist with grants, loans and program management.

Should this fee need modification, CONSULTANT will seek CLIENT'S concurrence at an early date. CONSULTANT'S fee for the Additional Services will be an amount equal to the number of hours and fractions thereof devoted to the project by each category of personnel assigned to the project multiplied by the respective hourly charge rates, as shown on Attachment C.

The estimated fee is subject to renegotiation if the Engineering Services are not authorized within sixty (60) days from the date of this Authorization.

#### **Reimbursable Expenses**

Reimbursable expenses are included in the above fee budget but may be itemized separately from engineering services on invoices.

#### **Authorization**

CONSULTANT will commence services immediately upon receipt of signed authorization.

#### **Terms and Conditions**

All other terms and conditions of the original agreement between the parties, dated November 2, 2012, remain the same.

Please sign in the space provided and return one (1) original copy to our office. We appreciate the opportunity to provide the City of Auburn this service and look forward to working with you on this project.

HUSSEY, GAY, BELL & DEYOUNG, INC. CONSULTING ENGINEERS	CITY OF AUBURN
By: Jumes B. ator	Ву:
Name/Title: James B. Aton, PE	Name/Title: Rick Roquemore, Mayor
Project Manager/Engineer  By:	Attest:
Name/Title: <u>Mark Bond, PE</u>	Name/Title:
President, Atlanta	
Date:  JBA  https://cpak-my.sharepoint.com/personal/swaters_cityofauburn-ga_org/Dc	Date: ocuments/workshops/WORKSHOPS/2025/July 24th/9. Task order

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#### ATTACHMENT A

#### Construction Phase Services

- A. The CONSULTANT will provide the following construction phase services:
  - General Administration of Construction Contract. Consult with CLIENT and act as CLIENT'S representative as
    provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of
    CONSULTANT as assigned in said General Conditions shall not be modified, except as CONSULTANT may
    otherwise agree in writing. All of CLIENT'S instructions to Contractor will be issued through CONSULTANT,
    who shall have authority to act on behalf of CLIENT in dealings with Contractor to the extent provided in this
    Agreement, said General Conditions and except as otherwise provided in writing.
  - Resident Project Representative (RPR). When the CONSULTANT must be absent from the site, the
    CONSULTANT will provide the services of an RPR at the site to assist the CONSULTANT and to provide more
    extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth
    in Exhibit B. The furnishing of such RPR's services will not extend CONSULTANT'S responsibilities or authority
    beyond the specific limits set forth elsewhere in this Agreement.
  - 3. *Selecting Independent Testing Laboratory.* Assist CLIENT in the selection of an independent testing laboratory to perform material testing, compaction and soils testing.
  - 4. *Pre-Construction Conference.* Participate in a pre-construction conference prior to commencement of work at the site.
  - 5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the work which in CONSULTANT'S judgment are necessary to enable Contractor to proceed.
  - 6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:
    - a. Make visits to the site daily or at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the work. Such visits and observations by CONSULTANT, and the Resident Project Representative, if any, are not intended to be exhaustive or to Extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on CONSULTANT'S exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, CONSULTANT will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and CONSULTANT shall keep CLIENT informed of the progress of the Work.
    - b. The purpose of CONSULTANT'S visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable CONSULTANT to better carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the Construction Phase, and, in addition, by the exercise of CONSULTANT'S efforts as an experienced and qualified design professional, to provide for CLIENT a greater degree of confidence that the completed work will conform in general to the Contract Documents and that the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by contractor. CONSULTANT shall not,

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during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall CONSULTANT have authority over or responsibility for the site safety, means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- 7. Defective Work. Recommend to CLIENT that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, CONSULTANT believes that such work will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents.
- 8. Clarifications and Interpretations; Field Orders. Issue necessary clarifications and interpretations of the contract documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the contract documents. CONSULTANT may issue field orders authorizing minor variations from the requirements of the contract documents.
- 9. *Change Orders and Work Change Directives.* Recommend change orders and work change directives to CLIENT, as appropriate, and prepare change orders and work change directives as required.
- 10. Shop Drawings and Samples. Review and approve or take other appropriate action in respect to shop drawings and samples and other data which Contractor is required to submit, but only for conformance with the information given in the contract documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the contract documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. CONSULTANT has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to CONSULTANT.
- 11. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- 12. Inspections and Tests. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by laws and regulations or the contract documents. CONSULTANT'S review of such certificates will be for the purpose of determining that the results certified indicate compliance with the contract documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the contract documents. CONSULTANT shall be entitled to rely on the results of such tests.
- 13. This Section Not Used.
- 14. *Applications for Payment.* Based on CONSULTANT'S observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - a. Determine the amounts that CONSULTANT recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute CONSULTANT'S representation to CLIENT, based on such observations and review, that, to the best of CONSULTANT'S knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in

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accordance with the contract documents (subject to an evaluation of the work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the contract documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is CONSULTANT'S responsibility to observe Contractor's work. In the case of unit price work, CONSULTANT'S recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the contract documents). The responsibilities of CONSULTANT contained in General Conditions are expressly subject to the limitations set forth in General Conditions and other express or general limitations in this Agreement and elsewhere.

- b. By recommending any payment, CONSULTANT shall not thereby be deemed to have represented that observations made by CONSULTANT to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the contract documents. Neither CONSULTANT'S review of Contractor's work for the purposes of recommending payments nor CONSULTANT'S recommendation of any payment including final payment will impose on CONSULTANT responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the contract price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to CLIENT free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between CLIENT and Contractor that might affect the amount that should be paid.
- 15. Contractor's Completion Documents.
  - a. Receive and review maintenance and operating instructions, schedules, and guarantees.
  - b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the contract documents, certificates of inspection, tests and approvals, shop drawings, samples and other data approved as provided under General Conditions, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such CONSULTANT'S review will be limited as provided in General Conditions.
  - c. CONSULTANT shall transmit these documents to CLIENT.
- 16. Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire work ready for its intended use, in company with CLIENT and Contractor, conduct an inspection to determine if the work is substantially complete. If after considering any objections of CLIENT, CONSULTANT considers the work substantially complete, CONSULTANT shall deliver a certificate of Substantial Completion to CLIENT and contractor.
- 17. Additional Tasks. Perform or provide the following additional construction phase tasks or deliverables: None.
- 18. Final Notice of Acceptability of the Work. Conduct a final inspection to determine if the completed work of contractor is acceptable so that CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CONSULTANT shall also provide a notice in the form attached hereto as the "Notice of Acceptability of Work" that the work is acceptable to the best of

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Mayor Roquemore July 17, 2025 Page 8 of 14

CONSULTANT'S knowledge, information, and belief and based on the extent of the services provided by CONSULTANT under this agreement.

- B. *Duration of Construction Phase*. The construction phase will commence with the execution of the first construction agreement for the project or any part thereof and will terminate upon written recommendation by CONSULTANT for final payment to Contractor. If the project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts.
- C. Limitation of Responsibilities. CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the work. CONSULTANT shall not be responsible for failure of any contractor to perform or furnish the work in accordance with the contract documents.

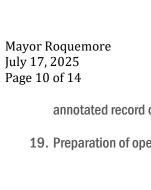
#### PART 2 -- ADDITIONAL SERVICES

#### A2.01 Additional Services Requiring CLIENT'S Authorization in Advance

- A. Upon written authorization from CLIENT, CONSULTANT, during the post-construction phase, shall:
  - 1. Provide assistance in connection with the testing and adjusting of project equipment or systems.
  - 2. Assist CLIENT in training CLIENT'S staff to operate and maintain project, equipment, and systems.
  - 3. Assist CLIENT in developing procedures for control of the operation and maintenance of, and record keeping for project equipment and systems.
  - 4. Together with CLIENT, visit the project to observe any apparent defects in the work, assist CLIENT in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective work, if present.
  - 5. Perform or provide the following additional post-construction phase tasks or deliverables:
  - 6. In company with CLIENT'S representative, provide an inspection of the project within one (1) month before the end of the correction period to ascertain whether any portion of the work is subject to correction.
- B. If authorized in writing by CLIENT, CONSULTANT shall furnish or obtain from others additional services of the types listed below. These services will be paid for by CLIENT as indicated in fee for engineering services.
  - Preparation of applications and supporting documents (in addition to those furnished under basic services)
    for private or governmental grants, loans or advances in connection with the project; preparation or review of
    environmental assessments and impact statements; review and evaluation of the effects on the design
    requirements for the project of any such statements and documents prepared by others; and assistance in
    obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the
    project.
  - 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by CLIENT.
  - 3. Services resulting from significant changes in the scope, extent, or character of the portions of the project designed or specified by CONSULTANT or its design requirements including, but not limited to, changes in <a href="https://cpak-my.sharepoint.com/personal/swaters\_cityofauburn-ga\_org/Documents/workshops/WORKSHOPS/2025/July 24th/9">https://cpak-my.sharepoint.com/personal/swaters\_cityofauburn-ga\_org/Documents/workshops/WORKSHOPS/2025/July 24th/9</a>. Task order

size, complexity, CLIENT'S schedule, character of construction, or method of financing; and revising previously accepted studies, reports, drawings, specifications, or contract documents when such revisions are required by changes in laws and regulations enacted subsequent to the effective date of this agreement or are due to any other causes beyond CONSULTANT'S control.

- 4. Services resulting from CLIENT'S request to evaluate additional study and report phase alternative solutions beyond those identified in contract documents.
- 5. Services required as a result of CLIENT'S providing incomplete or incorrect project information.
- 6. Providing renderings or models for CLIENT'S use.
- 7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the project; evaluating processes available for licensing, and assisting CLIENT in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by CLIENT.
- 8. Furnishing services of CONSULTANT'S subconsultants for other than engineering services.
- 9. Services attributable to more prime construction contracts than one.
- 10. Services during out-of-town travel required of CONSULTANT other than for visits to the site or CLIENT'S office.
- 11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by CLIENT; and performing or furnishing services required to revise studies, reports, drawings, specifications, or other bidding documents as a result of such review processes.
- 12. Preparing additional bidding documents or contract documents for alternate bids or prices requested by CLIENT for the work or a portion thereof.
- 13. Determining the acceptability of substitute materials and equipment proposed during the bidding or negotiating phase when substitution prior to the award of contracts is allowed by the bidding documents.
- 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- 15. Providing construction re-surveys and restaking to enable Contractor to perform its work and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
- 16. Providing construction phase services beyond the contract times set forth in the design-build contract.
- 17. Providing assistance in resolving any hazardous environmental condition in compliance with current laws and regulations.
- 18. Preparing and furnishing to CLIENT record drawings showing appropriate record information based on project https://cpak-my.sharepoint.com/personal/swaters\_cityofauburn-ga\_org/Documents/workshops/WORKSHOPS/2025/July 24th/9. Task order



annotated record documents received from Contractor.

19. Preparation of operation and maintenance manuals.

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- 20. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration or other dispute resolution process related to the project.
- Providing more extensive services required to enable CONSULTANT to issue notices or certifications requested by CLIENT.
- 22. Other services performed or furnished by CONSULTANT not otherwise provided for in this agreement.

#### **A2.02** Required Additional Services

- A. CONSULTANT shall perform or furnish, without requesting or receiving specific advance authorization from CLIENT, the additional services of the types listed below. CONSULTANT shall advise CLIENT in writing promptly after starting any such additional services.
  - 1. Services in connection with work change directives and change orders to reflect changes requested by CLIENT so as to make the compensation commensurate with the extent of the additional services rendered.
  - 2. Services in making revisions to drawings and specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the project or an excessive number of substitutions.
  - 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
  - 4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the work, (2) an occurrence of a hazardous environmental condition, (3) work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
  - 5. Services (other than engineering services during the post-construction phase) in connection with any partial utilization of any part of the work by CLIENT prior to substantial completion.
  - 6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

#### ATTACHMENT B

#### Resident Project Representative

- A. CONSULTANT shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist CONSULTANT in observing progress and quality of the work. The RPR, assistants, and other field staff under this Attachment B may provide full time representation or may provide representation to a lesser degree when the CONSULTANT is away for the site such as vacation or sick leave.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, CONSULTANT shall endeavor to provide further protection for CLIENT against defects and deficiencies in the work. However, CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's work nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with laws and regulations applicable to Contractor's performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the work in accordance with the contract documents.
- C. The duties and responsibilities of the RPR are limited to those of CONSULTANT in the Agreement with the CLIENT and in the contract documents, and are further limited and described as follows:
  - I. General: RPR is CONSULTANT'S agent at the site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with CONSULTANT and Contractor, keeping CLIENT advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with CLIENT with the knowledge of and under the direction of CONSULTANT.
  - 2. *Schedules:* Review the progress schedule, schedule of shop drawing and sample submittals, and schedule of values prepared by Contractor and consult with CONSULTANT concerning acceptability.
  - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

#### 4. Liaison:

- a. Serve as CONSULTANT'S liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the contract documents.
- b. Assist CONSULTANT in serving as CLIENT'S liaison with Contractor when Contractor's operations affect CLIENT'S on-site operations.
- Assist in obtaining from CLIENT additional details or information, when required for proper execution
  of the work.
- 5. Interpretation of Contract Documents: Report to CONSULTANT when clarifications and interpretations of the contract documents are needed and transmit to Contractor clarifications and interpretations as issued by CONSULTANT.

https://cpak-my.sharepoint.com/personal/swaters\_cityofauburn-ga\_org/Documents/workshops/WORKSHOPS/2025/July 24th/9. Task order

#### 6. Shop Drawings and Samples:

- a. Record date of receipt of samples and approved shop drawings.
- b. receive samples which are furnished at the site by Contractor and notify CONSULTANT of availability of samples for examination.
- c. Advise CONSULTANT and Contractor of the commencement of any portion of the work requiring a shop drawing or sample submittal for which RPR believes that the submittal has not been approved by CONSULTANT.
- 7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to CONSULTANT. Transmit to Contractor in writing decisions as issued by CONSULTANT.
- 8. Review of Work and Rejection of Defective Work:
  - a. Conduct on-site observations of Contractor's work in progress to assist CONSULTANT in determining if the work is in general proceeding in accordance with the contract documents.
  - b. Report to CONSULTANT whenever RPR believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the contract documents or will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 9. Inspections, Tests, and System Startups:
  - a. Consult with CONSULTANT in advance of scheduled major inspections, tests, and systems startups of important phases of the work.
  - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate CLIENT'S personnel, and that Contractor maintains adequate records thereof.
  - c. Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems startups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the results of these inspections, and report to CONSULTANT.

#### 10. Records.

a. Maintain at the site orderly files for correspondence, reports of job conferences, reproductions of original contract documents including all change orders, field orders, work change directives, addenda, additional drawings issued subsequent to the execution of the contract, CONSULTANT'S clarifications and interpretations of the contract documents, progress reports, shop drawing and sample submittals

 $https://cpak-my.sharepoint.com/personal/swaters\_cityofauburn-ga\_org/Documents/workshops/WORKSHOPS/2025/July\ 24th/9.\ Task\ order$ 

received from and delivered to Contractor, and other project-related documents.

- b. Prepare a daily report or keep a diary or logbook, recording Contractor's hours on the site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
- c. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing project documentation.
- e. Upon completion of the work, furnish original set of all RPR project documentation to CONSULTANT.

#### 11. Reports.

- a. Furnish to CONSULTANT periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
- b. Draft and recommend to CONSULTANT proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
- c. Furnish to CONSULTANT and CLIENT copies of all inspection, test, and system startup reports.
- d. Report immediately to CONSULTANT the occurrence of any site accidents, any hazardous environmental conditions, emergencies, or acts of God endangering the work, and property damaged by fire or other causes.
- 12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site, but not incorporated in the work.
- 13. Certificates, Operation and Maintenance Manuals: During the course of the work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the contract documents, and have these documents delivered to CONSULTANT for review and forwarding to CLIENT prior to payment for that part of the work.

#### 14. Completion.

- a. Before CONSULTANT issues a certificate of substantial completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has arranged for inspections required by laws and regulations, including but not limited to, those to be performed by public agencies having jurisdiction over the work.
- c. Participate in a final inspection in the company of CONSULTANT, CLIENT, and Contractor and prepare a final list of items to be completed or corrected.

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Mayor Roquemore July 17, 2025 Page 15 of 16

- d. Observe whether all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance and issuance of the notice of acceptability of the work.
- D. Resident Project Representative shall not:
  - 1. Authorize any deviation from the contract documents or substitution of materials or equipment (including "orequal" items).
  - 2. Exceed limitations of CONSULTANT'S authority as set forth in the agreement or the contract documents.
  - 3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
  - 4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the contract documents.
  - 5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of CLIENT or Contractor.
  - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by CONSULTANT.
  - 7. Accept shop drawing or sample submittals from anyone other than Contractor.
  - 8. Authorize CLIENT to occupy the project in whole or in part.

#### ATTACHMENT C FEE SCHEDULE EFFECTIVE January 1, 2024

Hourly charge rates include salary/wage costs, fringe benefits, overhead costs, and profit margin.

EMPLOYEE CATEGORY HO	OURLY CHAR	GE RATE
Engineer/Principal Engineer VI Engineer IV Engineer III Engineer II Engineer I		
Land Planner/Principal Land Planner V Land Planner IV Land Planner III Land Planner II Land Planner I		140.00 135.00
Designer III		85.00 75.00 67.00 80.00 65.00 55.00 50.00 80.00
Construction Observer II		90.00 70.00
Surveyor/Principal Survey Supervisor II Survey Supervisor I Survey Technician II Survey Technician I Survey Party Chief III Survey Party Chief II Survey Party Chief I Survey Party Chief I Survey Instrument Operator Survey Assistant Deed Research Specialist		150.00 120.00 110.00 95.00 85.00 90.00 80.00 70.00 60.00 45.00 68.00
Senior Administrative Assistant Administrative Assistant II Administrative Assistant I Repro Clerk		70.00 60.00 48.00 60.00

https://cpak-my.sharepoint.com/personal/swaters\_cityofauburn-ga\_org/Documents/workshops/WORKSHOPS/2025/July 24th/9. Task order



#### 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: 2**

**TO:** City of Auburn Mayor and City Council

FROM: Sarah McQuade

City Planner

**DATE:** August 8, 2025

**PURPOSE:** Seek approval of a final plat for a residential development in the RM-8: Residential Multifamily Apartment district, known as Kingston Cove.

**BACKGROUND:** The applicant is requesting approval of a final plat for the Kingston Cove development. The construction of 182 town houses under collective ownership is proposed for the site.

The item will be heard by the Planning Commission at a Special Called Meeting on July 23, 2025.

**STAFF RECOMMENDATION:** Approval.

**FUNDING:** N/A

#### **COMMUNITY DEVELOPMENT DEPARTMENT**



CITY OF AUBURN 1 AUBURN WAY AUBURN, GA 30011 PHONE: 770-963-4002

www.cityofauburn-ga.org

#### **MEMORANDUM**

**TO:** City of Auburn Mayor and City Council

**FROM:** Sarah McQuade, City Planner

**DATE:** July 24, 2025

**RE:** Kingston Cove Final Plat Approval

Dear Mayor and Council,

The applicant is requesting approval of a final plat for Kingston Cove pursuant to <u>Title 16</u> – Development Regulations of the City of Auburn.

#### PROPOSAL:

The purpose of the final plat is to record the subdivision of Kingston Cove with the Barrow County Clerk of Court. Totaling 25.94 acres, Kingston Cove will consist of 182 collectively owned town houses. Once a final plat has been recorded, the applicant may begin vertical construction of the development.

#### **BACKGROUND / CURRENT ZONING:**

On May 2, 2012, the City of Auburn adopted an ordinance to rezone the subject site from AG: Agricultural to RM-8: Residential Multifamily Apartment District. On October 5, 2023, the City of Auburn and Starlight Homes Georgia, LLC, reached a development agreement regarding the subject site. The agreement includes the following stipulations:

- i. Elevations and relief for the townhomes depicted in the Revised Site Plan will be in substantial conformity with the illustration attached hereto as Exhibit "B" and incorporated herein by reference. A combination of brick, fiber cement, cementitious siding, cementitious board and batten and cementitious shake will be used for exterior construction. Vinyl siding will shall not be used.
- ii. The internal streets reflected on the Revised Site Plan shall remain private and will not be dedicated to the City.

- iii. ECP and Starlight will meet landscaping and buffer requirements within the City's Development Regulations, Chapter 16.44.
- iv. The property, buildings and units shown on the Revised Site Plan will be owned by a common entity during development and build out. Following site development, the developer entity will prepare and record a final plat for the as-built development. Individual developed units will then be marketed and sold as fee simple townhomes, with the end user being conveyed the footprint of the unit as shown on the final recorded plat. Front yards and rear yards for the individual units will be owned by an association with individual unit owners having use rights for the front and rear yards in accordance with association declaration and covenants to be prepared and recorded for the development (the Revised Site Plan and these stipulations i - iv are collectively referred to as the "Proposed Development").

Note: The internal streets are shown to be public on the submitted final plat, contrary to the requirements of stipulation ii above. The surveyor will revise the final plat to indicate private streets prior recording.

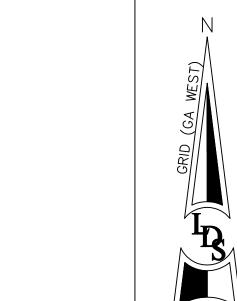
#### **ANALYSIS:**

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

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

#### **COMMUNITY DEVELOPMENT DEPARTMENT RECOMMENDATION:**

Staff recommends **Approval**, with modification of the final plat for Kingston Cove, finding it to be compliant with all applicable agreements, codes, and ordinances upon revision to indicate the internal streets are private and not public.



THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

BLOCK	& LOT CHART
BLOCK	NO. OF LOTS
TOWNHOMES	182 UNITS
TOTAL	182 UNITS

AREA	AREA (AC)
RIGHT-OF-WAY	3.841
TOWNHOMES	4.561
OPEN SPACE/COMMON AREA	8.688
EASEMENT/STORMWATER	7.720
FLOODPLAIN AREA	1.131
OVERALL SITE	25.941

OPEN SPACE/ COMMON AREAS TOTAL OPEN/COMMON AREA= 22.100 AC.

AREA EXCLUDING BUILDINGS, PATIOS, DRIVEWAYS, FLOODPLAIN, STORMWATER AREAS, DRAINAGE EASEMENTS

EXCLUDED AREA= 13.412 AC. USEABLE AREA = 8.688 AC

TOTAL AREA (25.941 AC.) / USEABLE AREA (8.688 AC.)

TOTAL USEABLE OPEN SPACE/COMMON AREA: 33.49% MINIMUM REQUIRED 20% OF GROSS AREA: 5.188 AC.

AMENITY/PARK AREA

FLOODPLAIN AREA = 0.189 AC USEABLE AREA = 2.523 AC.

REQUIRED AMENITY/PARK AREA: 1.556 AC. PROVIDED AMENITY/PARK AREA: 2.523 AC.

**GENERAL NOTES:** 

1. TOTAL ACREAGE: 25.941 2. TOTAL NUMBER OF LOTS: 182 TOWNHOMES

3. ZONING = RM-8

4. <u>DENSITY:</u> GROSS DENSITY = 182 UNITS / 25.94 ACRES = 7.02 UNITS / ACRE 5. <u>SETBACK REQUIREMENTS:</u> SINGLE FAMILY LOTS

FRONT SETBACK = 50 FEET (EXTERNAL) REAR SETBACK = 40 FEET (EXTERNAL) SIDE SETBACK = 15 FEET (EXTERNAL)

MINIMUM BUILDING SEPARATION = 10 FEET MINIMUM DWELLING SIZE= 1,000 SQUARE FEET (RM-8 ZONING) BUFFER (ADJACENT TO R-100 ZONING) = 50 FEET

TANDARD DWELLING SIZE

22' WIDE x 40' LENGTH + 8'x8'(64 S.F.) PATIO (FRONT ENTRY)

6. BOUNDARY INFORMATION FROM A SURVEY, BY LAND DEVELOPMENT SURVEYORS, INC., DATED 3/11/22.

THE DEVELOPMENT SHALL HAVE STREET LIGHTING AND ALL UTILITIES SHALL BE PLACED UNDERGROUND. 8. ALL STREETS ARE TO BE PUBLIC. 9. DEVELOPER SHALL INSTALL SIDEWALKS ON ABUTTING STREETS, LOTS, AND OPEN SPACE LOTS AND SHALL INSTALL INTERSECTIONS, AND L-SHAPED MID-BLOCK RAMPS AT CUL-DE-SAC TURNAROUNDS ON A LOT BY LOT BASIS. IO. PINS SET AT ALL CORNERS ARE #4 REBAR IPS WITH CAPS UNLESS OTHERWISE NOTED. 11. PERMANENT STRUCTURES AND TREES NOT ALLOWED IN SANITARY SEWER EASEMENTS ACCORDING TO

14. STREAM BUFFER EASEMENTS ARE TO REMAIN IN A NATURAL AND UNDISTURBED CONDITION.

CURRENT BARROW COUNTY POLICY. 12. STRUCTURES ARE NOT ALLOWED IN THE DRAINAGE EASEMENT. 5. THE LOTS SHOWN HEREON MAY NOT BE SUBDIVIDED EXCEPT THROUGH THE SUBDIVISION PROCESS AS PROVIDED BY THE CITY OF AUBURN UNIFIED DEVELOPMENT ORDINANCE IN EFFECT AT THE TIME.

15. ZONING INFORMATION TAKEN FROM THE CITY OF AUBURN ZONING MAPS. ZONED RM-8. 16. FIELD WORK COMPLETED 04/21/25.

# PUBLIC NOTICE—DRAINAGE

NOTE: THE CITY OF AUBURN ASSUMES NO RESPONSIBILITY FOR OVERFLOW OR EROSION OF NATURAL OR ARTIFICIAL DRAINS BEYOND THE EXTENT OF THE STREET RIGHT-OF-WAY, OR FOR THE EXTENSION OF CULVERTS BEYOND THE POINT SHOWN ON THE APPROVED AND RECORDED SUBDIVISION PLAT.

NO THE OWNER'S / DEVELOPER'S KNOWLEDGE, NO CEMETERIES OR ENCROACHMENT EXIST ON SITE.

ALL COMMON AREAS TO BE OWNED AND MAINTAINED BY MANDATORY HOMEOWNERS ASSOCIATION.

# PROTECTIVE COVENANTS

THIS PLAT IS SUBJECT TO THE COVENANTS SET FORTH IN THE SEPARATE DOCUMENTS(S) RECORDED IN DEED BOOK 2935, PAGE 28-100 ATTACHED HERETO DATED 04/10/25, WHICH HEREBY BECOME A PART OF THIS PLAT, AND WHICH WERE RECORDED AND SIGNED BY THE OWNER.



IF YOU DIG GEORGIA... CALL US FIRST! 1-800-282-7411 325-5000 METRO ATLANTA ONLY) UTILITIES PROTECTION CENTÉR IT'S THE LAW

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.

INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION.

SHEET INDEX COVER PAGE OVERALL & CHARTS 3-5 FINAL PLAT 6 REZONING

STORMWATER NOTES:

"RDP-E" OR "RDS-E".

OWNER/DEVELOPER: STARLIGHT HOMES, L.L.C.

3820 MANSELL ROAD

ALPHARETTA, GA 30022

PHONE: (770) 233-7361 CONTACT: GREG HASTY

ALPHARETTA, GA 30004

PHONE: (770) 331-7303

CONTACT: SOTIR J. CHRISTOPHER

**ENGINEER:** 

STREAMS.

. A 50-FOOT UNDISTURBED BUFFER AND 75-IMPERVIOUS

SETBACK SHALL BE MAINTAINED ADJACENT TO ALL

2. THE CITY OF AUBURN ASSUMES NO RESPONSIBILITY FOR

OVERFLOW OR EROSION OF NATURAL OR ARTIFICIAL DRAINS BEYOND THE EXTENT OF THE STREET RIGHT-OF-WAY OR FOR THE EXTENSION OF CULVERTS BEYOND THE POINT

SHOWN ON THE APPROVED AND RECORDED SUBDIVISION

REQUIRED PRIOR TO ISSUANCE OF A BUILDING PERMIT ON

RELEASE AFFIDAVIT IS REQUIRED ON THOSE LOTS LABELED

hereon, certifies the following: 1.) the national wetland inventory

maps have been consulted; and, 2.) the appropriate plan sheet

[X] does/[] does not (circle appropriate box) indicate areas of

united states army corps of engineers jurisdictional wetlands as

shown on the maps; and, 3.) if wetlands are indicated, the land

owner or developer has been advised that land disturbances of

wetlands alteration ("section 404") permit has been obtained.

protected wetlands shall not occur unless the appropriate federal

FLOOD HAZARD NOTE

BY GRAPHICAL PLOTTING ONLY, A PORTION OF THE SURVEYED AREA LIES WITHIN A 100 YEAR FLOOD HAZARD AREA PER FIRM PANEL

13013C0040D, DECEMBER 1, 2022.

THIS OPINION IS NOT A CERTIFICATION OF FLOOD HAZARD STATUS.

BUT IS A INTERPRETATION OF THE REFERENCED MAP AND PUBLIC

DATA IF THE EXACT LOCATION OF FLEVATION(S) OF FLOOD HAZARD

BOUNDARIES ARE NECESSARY, A MORE DETAÎLÉD STUDY MAY BE NEEDED. THIS FIRM ASSUMES NO RESPONSIBILITY OR LIABILITY FOR

THE ACCURACY OF THE ABOVE REFERENCED MAP OR PUBLIC DATA.

Wetland Certification: The Design Professional, whose seal appears

THOSE LOTS LABELED "RDP". AN APPROVED HOLD AND

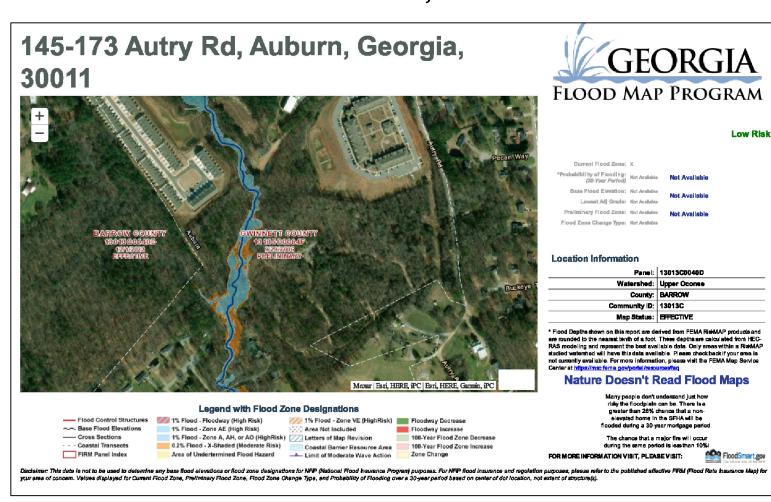
"RDP" OR RESIDENTIAL DRAINAGE STUDY (RDS). AN

ELEVATION CERTIFICATE IS REQUIRED ON LOTS LABELED

3. AN APPROVED RESIDENTIAL DRAINAGE PLAN (RDP) IS

# FINAL PLAT KINGSTON COVE

171 AUTRY ROAD AUBURN, GA 30017 LOCATED IN GEORGIA MILITIA DISTRICT 1740 PARENT PARCEL AU05 028A CITY OF AUBURN BARROW COUNTY, GEORGIA



**UTILITY PROVIDERS** 

WATER- CITY OF AUBURN SANITARY SEWER- BARROW COUNTY POWER- GEORGIA POWER

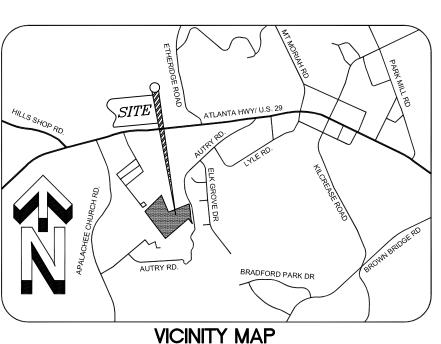
REQUIRED PARKING (2 SPACES PER UNIT) 364 SPACES

REQUIRED AMENITY PARKING (1 SPACE PER 5 UNITS) 36 SPACES

TOTAL REQUIRED 400 SPACES

DRIVEWAY PARKING 364 SPACE (2 CAR/DRIVEWAY) AMENITY/ON-STREET 39 SPACES TOTAL AMENITY/ON-STREET SPACES PROVIDED 39

TOTAL OVERALL PARKING SPACES PROVIDED 403 SPACES



REZONING

CASE NUMBER

RZ-13-001 / RZ-13-002

OWNERS ACKNOWLEDGEMENT AND DECLARATION

(STATE OF GEORGIA) (COUNTY OF BARROW) (CITY OF AUBURN)

The owner of the land shown on this plat and whose name is subscribed hereto, and in person or through a duly authorized agent, acknowledges that this plat was made from an actual survey, and dedicated by this declaration to the use of the public forever all streets, sewer collectors, lift stations, drains, easements, and other public facilities and appurtenances thereon shown, and transfers ownership of all public use areas in fee simple by deed, for the purposes therein expressed."

PRINTED OWNER/SUBDIVIDER STARLIGHT HOMES GEORGIA DATE 6/26/2025

# Property Info:

Tax Parcel ID No: AU05 028A

Address (if one has been assigned): <u>171 AUTRY ROAD</u>

Acreage: <u>25.94</u> Existing Zoning: <u>RM-8</u> Proposed Use: <u>Residential Development</u>
I swear that I am the owner of the property which is the subject matter of this application, as shown in the records of Barrow and/or Gwinnett County. Signature of Property Owner: I authorize the person named below to act as applicant in the pursuit of this

Name of Applicant: STARLIGHT HOMES GEORGIA DATE 6/26/2025

Property Owner personally appeared before me this \_\_\_ day of \_\_\_\_\_

\_\_\_\_. My Commission expires \_\_\_\_\_\_

FINAL PLAT APPROVAL This Final Plat has been reviewed for general compliance with

the Zoning Ordinance and Development Regulations of the City of Auburn, Georgia, and is approved for approval by the City

"I hereby certify that the subdivision plat shown hereon has been found to comply with the Zoning Ordinance and Subdivision Regulations of the City of Auburn, Georgia, and that is has been approved by the City of Auburn for recording in the Office of the Clerk of Superior Court of Barrow and/or Gwinnett County."

DATED THIS DAY \_\_\_ OF \_\_\_\_, 2025.

CITY OF AUBURN PLANNER/ENGINEER

# **UTILITY DEDICATION:**

The owner hereby dedicates to the City of Auburn forever the water lines within easements or within street rights-of-way(s) shown on this plat, as follows.

Water lines: 8" DIP 4,067.55 linear feet

Name of Applicant: STARLIGHT HOMES GEORGIA DATE 6/26/2025

Signature of Applicant: Gregory D. Hasty Property Owner personally appeared before me this \_\_\_ day of \_\_\_\_\_\_

\_\_\_. My Commission expires \_\_\_\_\_\_.

FINAL PLAT APPROVAL

The Mayor of the City of Auburn, Georgia, certifies that this plat complies with the City of Auburn Zoning Ordinance, and the City of Auburn development regulations, and has been approved by all other affected city, county, or state departments, as appropriate, and the City Council of the City of Auburn, the Mayor hereby accepts on behalf of the City of Auburn the dedication of all public right—of—way and easements, and public water, sewer, storm drainage, and other public facilities and appurtenances shown thereon, subject to ratification by the City Council of the City of Auburn. This plat is approved, subject to the provisions and requirements of the development performance and maintenance agreement executed

for this project between the owner and the City of Auburn." DATED THIS DAY \_\_\_\_ OF \_\_\_\_\_, 2025.

MAYOR, CITY OF AUBURN

# SURVEYORS CERTIFICATION

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM THAT THIS PLAT COMPLIES WITH THE MINIMONI
TECHNICAL STANDARDS FOR SURVEYS IN GEORGIA
AS SET FORTH IN THE RULES AND REGULATIONS
OF THE GEORGIA BOARD OF REGISTRATION FOR
PROFESSIONAL ENGINEERS AND LAND SURVEYORS
AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

#### GENERAL SURVEY NOTES

1) HORIZONTAL DATUM: NORTH AMERICAN DATUM OF 1983(2011) GEORGIA STATE PLANE, WEST ZONE. VERTÌCAL: NORTH AMERICAN VERTICAL DATUM OF 1988. ORTHOMETRIC HEIGHTS WERE COMPUTED USING GEOID 12A. UNIT OF MEASUREMENTS: U.S. SURVEY FOOT. DISTANCES SHOWN ARE HORIZONTAL AT GROUND LEVEL. THE DATUMS FOR THIS SURVEY WAS ESTABLISHED UTILIZING GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) BASED ON POSITIONAL VALUES FOR THE VIRTUAL REFERENCE STATION NETWORK (VRS) PROVIDED BY eGPS

2) ALL DEED BOOK REFERENCES SHOWN HEREON ARE

RÉCORDED IN THE CLERK OF SUPERIOR COURT'S OFFICE IN THE GEORGIA COUNTY LISTED. 3) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. SUBJECT AND ADJACENT PROPERTY OWNERS DEED REFERENCES WERE OBTAINED LOCAL AUTHORITY TAX RECORDS AND ARE NOT GUARANTEED AS TO THE ACCURACY OF COMPLETENESS. 4) STRUCTURES VISIBLE ON THE DATE OF SURVEY ARE SHOWN HEREON. ( ON SOME SURVEYS NOT ALL INTERIOR IMPROVEMENTS MAY NOT BE SHOWN) 5) LOCATIONS ARE ACCURATE ONLY WERE DIMENSIONED. 6) THE CERTIFICATION , AS SHOWN HEREON, IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON EXISTING FIELD EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.

7) THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (OCGA) 15-6-67 AS AMENDED BY THE HB 1004 (2016), IN THAT WHERE A CONFLICT EXISTS BETWEEN THOSE TWO SETS OF SPECIFICATIONS, THE REQUIREMENTS OF THE LAW

# FINAL SURVEYOR'S CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AS TO THE PROPERTY LINES AND ALL IMPROVEMENT SHOWN THEREON, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST, AND THEIR LOCATION, SIZE, TYPE, AND MATERIAL ARE CORRECTLY SHOWN. THE FIELD DATA UPON WHICH THIS PLAT IS 

12/31/2025

REGISTERED GEORGIA LAND SURVEYOR

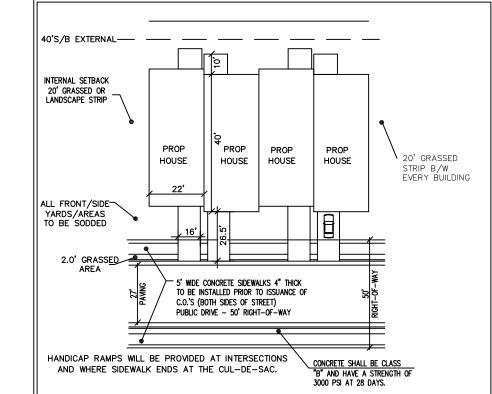
REG. NO: \_\_\_\_2846 DATE OF EXPIRATION:

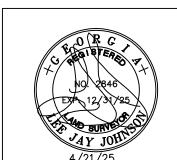
**ENGINEER'S UTILITY CERTIFICATE:** 

THE CIVIL ENGINEER RESPONSIBLE FOR THE DESIGN AND OVERSIGHT OF CONSTRUCTION OF WATER AND/OR SEWER LINES WITHIN THIS SUBDIVISION TO BE DEDICATE, HEREBY CERTIFIES THAT SAID WATER AND/OR SEWER LINES HAVE BEEN CONSTRUCTED AND INSPECTED AS BEING IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE UTILITY PROVIDER(S) AND THE REQUIREMENTS OF THE CITY OF AUBURN (OR BARROW COUNTY AS APPLICABLE).

PROFESSIONAL ENGINEER

#### TOWNHOME TYPICAL LOT LAYOUT N.T.S.





I Developme veyors, Inc. and





21/ 221 9

GRAPHIC SCALE ( IN FEET )

1 inch = 50 ft.

PIPE CONTRACTOR:

DOUBLE P GRADING, INC 3060 GA -362 WILLIAMSON, GA 30292 PHONE: (770) 277-7073 CONTACT: JAMES EVENS EMAIL: JEVANS@DOUBLEPGRADINGINC.COM

P.O. BOX 2050

LAND DEVELOPMENT SURVEYORS, INC DACULA, GA 30019 PHONE: (404) 328-8717 CONTACT: SHANE FOSTER EMAIL: GREG.HASTY@ASHTONWOODS.COM

EMAIL: MSF1177@YAHOO.COM HRISTOPHER PLANNING & ENGINEERING, INC. 12460 CRABAPPLE ROAD, SUITE 202-612

EMAIL: SCHRISTOPHER@CHRISTOPHERPLANNING.COM

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT and Surv NAIL FOUND IRON PIN SET (1/2" REBAR) IRON PIN FOUND CONCRETE MONUMENT FOUND BENCHMARK TBM TEMPORARY BENCHMARK HDPE HIGH DENSITY POLYURETHANE PIPE LAND LOT LINE N10'08'06"E-1,527.78'
TO THE INTERSECTION OF &
OF ELK GROVE DRIVE AND
AUTRY ROAD. LAND LOT PROPERTY LINE CENTERLINE BUILDING LINE RIGHT-OF-WAY SANITARY SEWER EASEMENT DRAINAGE EASEMENT COMMUNICATIONS PEDESTAL COMMUNICATIONS MANHOLE LIGHT POLE POWER POLE OR UTILITY POLE MANHOLE CB CATCH BASIN JUNCTION BOX JB → HW HEADWALL ■ DI/GI DROP INLET/GRATE INLET GRATE INLET FIRE HYDRANT WATER VALVE ⋈ WATER METER GV GAS VALVE EXISTING GROUND ELEVATION +941.2 PROPOSED GROUND ELEVATION EXISTING CONTOUR ELEVATION -910 - PROPOSED CONTOUR ELEVATION DWCB DOUBLE WING CATCH BASIN IRRIGATION CONTROL VALVE KING CURB & GUTTER BACK OF CURB TOP OF CURB PB/PG PLAT BOOK / PAGE DB/PG DEED BOOK / PAGE POB POINT OF BEGINNING TRUE POINT OF BEGINNING ELEV ELEVATION INVERT ELEVATION FINISHED FLOOR ELEVATION EDGE OF PAVEMENT CORRUGATED METAL PIPE RCP REINFORCED CONCRETE PIPE FOR: SHEET TITLE DUCTILE IRON PIPE POLYVINYLCHLORIDE PIPE STORMWATER ACCESS LID BENCH MARK POWERLINE UNDERGROUND POWER TELEPHONE LINE —T— UNDERGROUND TELEPHONE LINE GAS LINE —G— C/L LINE TABLE
LINE LENGTH BEARING CABLE T.V. LINE -ctv-UNDERGROUND CABLE T.V. LINE 69.95 S80°30'32"W SANITARY SEWER LINE CL2 225.68 S68\*22'00"W STORM SEWER PIPE CL3 497.49 S49\*13'49"W CL4 224.37 N37\*27'44"W CL5 139.46 N37\*27'44"W —-W----WATER LINE / PIPE FENCE LINE -X----X-BRANCH / CREEK / STREAM CENTERLINE DITCH / DRAIN CENTERLINE CL6 102.62 S52\*32'16"W CL7 224.00 S52\*32\*16"W

CL8 79.00 S52\*32\*16"W

CL9 376.78 S37\*27'44"E

CL10 93.34 S37\*27'44"E

CL11 224.37 N49\*13'49"E FLOOD HAZARD ZONE LIMITS TREE LIMITED ACCESS NOW OR FORMERLY —FM— SANITARY SEWER FORCE MAIN CL12 503.42 N49\*13'49"E CL13 120.43 N85°34'34"E CL14 119.02 N85°34'34"E CL15 265.52 N06°17'48"W 
 C/L CURVE TABLE

 CURVE
 RADIUS
 LENGTH
 CHORD
 BEARING
 DELTA ANGLE

 CLC1
 500.00
 51.48
 51.45
 \$77\*33'35"W
 5\*53'56"
 R/W LINE TABLE
LINE LENGTH BEARING
L1 14.14 \$35'30'32"W 
 CLC2
 500.00
 54.49
 54.46
 \$71.29'18"W
 6\*14'37"

 CLC3
 200.00
 66.80
 66.49
 \$58\*47'54"W
 19\*08'11"

 CLC4
 150.00
 95.15
 93.57
 \$67\*24'11"W
 36\*20'45"
 L2 29.95 \$80'30'32"W

L3 225.68 \$68'22'00"W

L4 458.29 \$49'13'49"W

L5 63.26 N37'27'44"W

L6 77.62 N52'32'16"E

L7 50.00 N37'27'44"W 4/21/25 
 R/W CURVE TABLE

 CURVE
 RADIUS
 LENGTH
 CHORD
 BEARING

 C1
 525.00
 111.26
 111.05
 \$74\*26'16"W

 C2
 225.00
 75.15
 74.80
 \$58\*47'54"W

 C3
 12.00
 19.54
 17.45
 \$84\*06'58"E

 C4
 12.00
 18.85
 16.97
 \$07\*32'16"W

 C5
 12.00
 18.85
 16.97
 \$N82\*27'44"W

 C6
 12.00
 18.16
 16.47
 \$05\*53'02"W

 C7
 125.00
 79.29
 77.97
 \$67\*24'11"W

 C8
 475.00
 20.40
 20.40
 \$79\*16'43"W

 C9
 8.00
 11.78
 10.74
 \$35\*52'32"W

 C10
 8.00
 12.30
 11.13
 \$50\*21'37"E

 C11
 175.00
 111.01
 109.16
 \$67\*24'11"W

 C12
 8.00
 12.83
 11.50
 \$39\*38'23"E

 C13
 8.00
 12.09
 12.09
 \$69\*05'44"W

 C15
 175.00</t L8 431.62 S52\*32'16"W L9 50.00 S37\*27'44"E

L10 56.00 N52\*32'16"E

L11 445.12 S37\*27'44"E

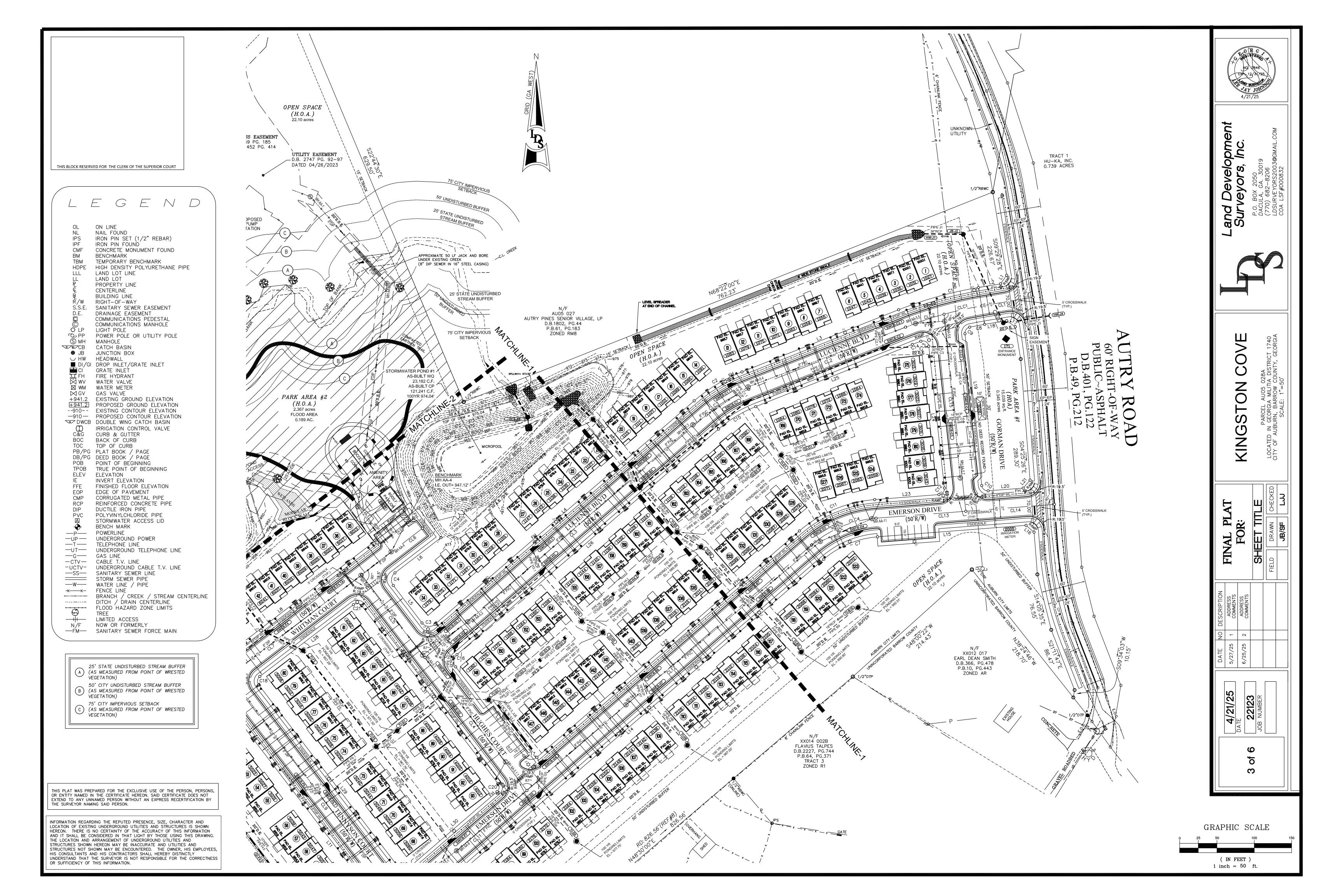
L12 50.00 N52\*32'16"E

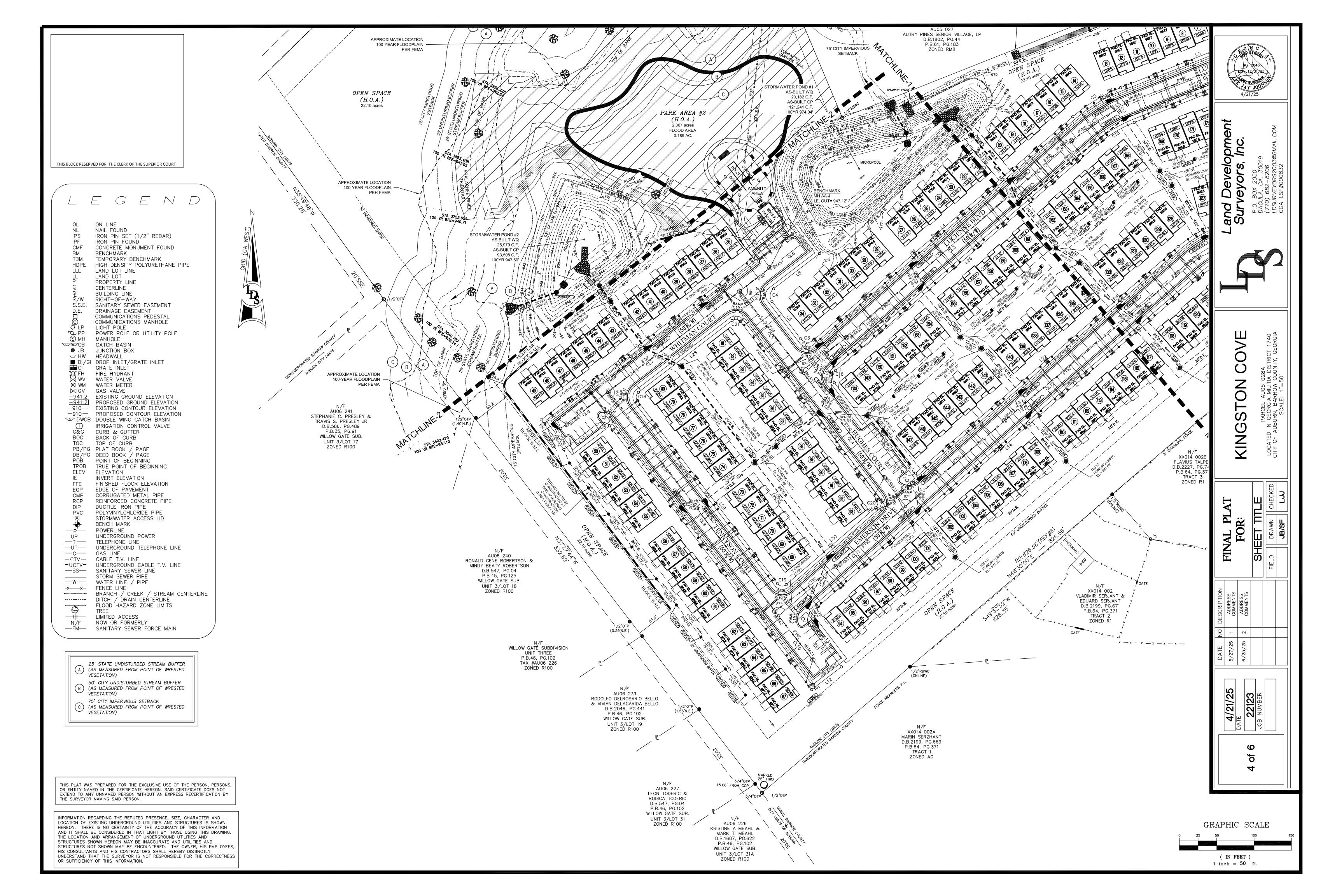
L13 70.42 N37\*27'44"W 9 L14 692.87 N49\*13'49"E

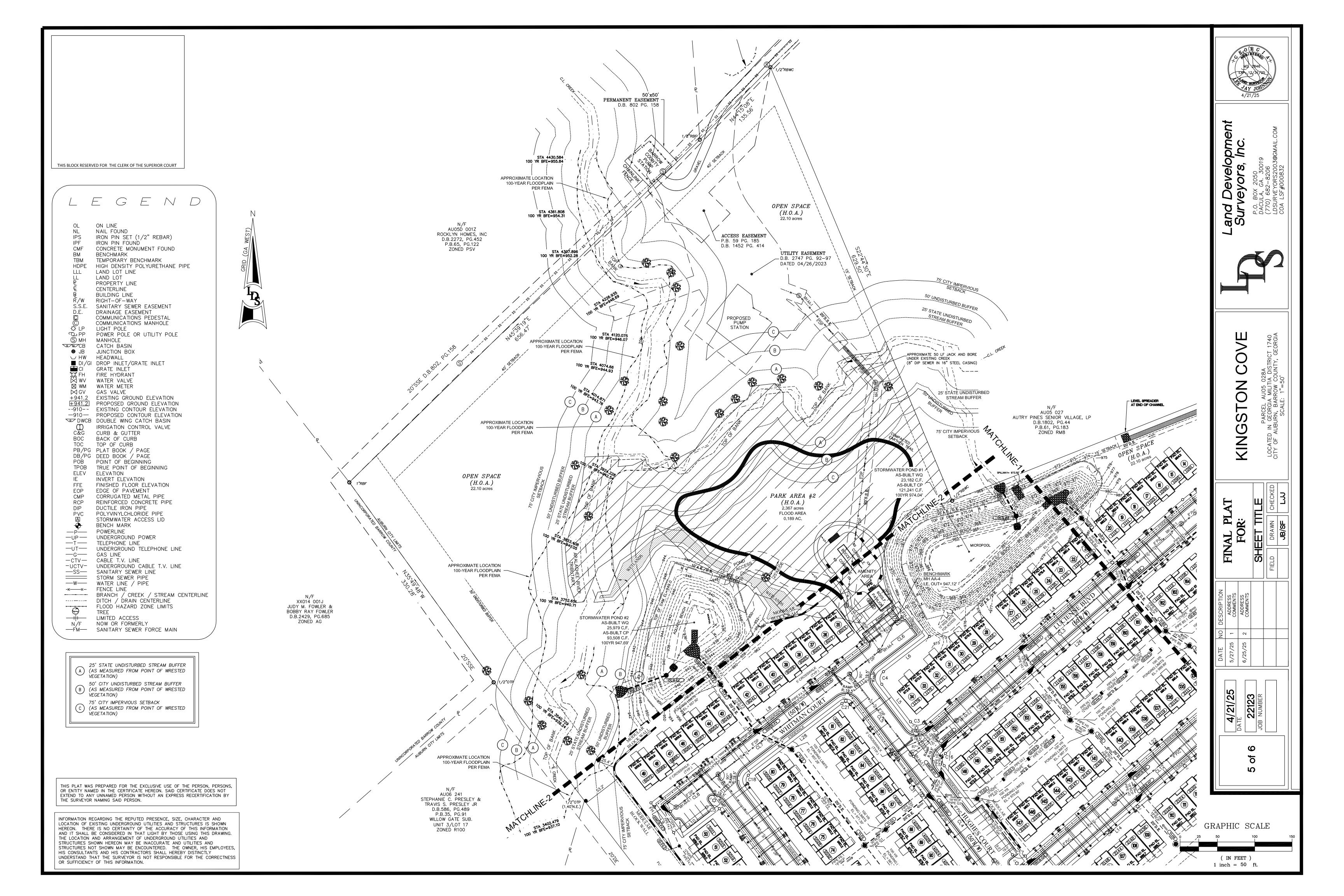
L15 199.45 N85\*34'34"E

L16 14.14 S49\*25'26"E

L17 14.14 N54\*29'28"W 2 1/2"RBWC (ONLINE) L18 29.95 \$80°30'32"W L19 204.59 \$06°17'48"E THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT L20 47.08 N85\*34'34"E EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RECERTIFICATION BY L21 14.14 N40°34′34″E THE SURVEYOR NAMING SAID PERSON. L22 464.22 N49\*13'49"E L23 86.33 N85'34'34"E L24 191.07 N06'17'48"W L25 225.68 S68'22'00"W INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN GRAPHIC SCALE L26 462.57 S49\*13'49"W
L27 150.25 S37\*27'44"E
L28 158.00 S52\*32'16"W
L29 308.82 S37\*27'44"E
L30 158.26 N49\*13'49"E
L31 299.69 N37\*27'44"W HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS ( IN FEET ) OR SUFFICIENCY OF THIS INFORMATION. 1 inch = 100 ft.







#### SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") made as of the \_\_\_\_\_\_ day of Octobe Saptember, 2023 is entered into by and between ECP Autry, LLC, a Georgia limited liability company ("ECP"); Starlight Homes Georgia, L.L.C., a Georgia limited liability company ("Starlight"); and The City of Auburn, Georgia, a Georgia municipal corporation ("City"). ECP, Starlight and the City are sometimes referred to in this Agreement collectively as the "Parties" and individually as a "Party".

### Statement of Background

1. ECP is the owner of approximately 25.94 acres of land located in the 174th G.M. District of the City of Auburn, Barrow County, Georgia, tax parcel AU05 028A, and as more particularly described in that certain Limited Warranty Deed recorded at Deed Book 2669, Page 652, Barrow County, Georgia Records ("Property").

2. On or about May 24, 2023, ECP, as owner, and Starlight, as applicant, submitted a Development Permit Application ("Permit Application") to the City to develop the Property with a 182 unit townhome development.

3. On or about June 27, 2023, City personnel issued review comments to the Permit Application, stating an interpretation that the development sought with the Permit Application is not consistent with conditions of zoning within City Ordinance 13-004.

4. ECP and Starlight disagree with such interpretation and contend that conditions of

zoning within City Ordinance 13-004 do not apply to the Property. 5. On July 19, 2023, ECP and Starlight submitted an administrative appeal to the City from the June 27, 2023 interpretation and review comments on the Permit Application pursuant to City Code §§ 16.20.030 and 16.52.030 ("Appeal"). The Appeal is properly before the City Council as required by the City's Development Regulations, Title 16. ECP and Starlight also submitted a notice of their constitutional rights and of their intention to file a lawsuit against the City in connection with the rights they contend they hold regarding the

6. Following commencement of the Appeal, the City ceased processing the Permit Application and the Permit Application remains pending.

7. ECP, Starlight and the City have conferred and have agreed to compromise and settle the Appeal and to provide for processing of the Permit Application with a revised site plan and certain stipulations of development.

8. The Parties desire to enter into this Agreement for the purpose of resolving the Appeal and to avoid the expense, time, and uncertainty of litigation.

Page 1 of 5

#### Statement of Agreement

NOW, THEREFORE, for and in consideration of the respective rights and obligations of the Parties under this Agreement; and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby covenant and agree as

1. Recitals. The Recitals set forth above in the Statement of Background are incorporated into this Statement of Agreement by this reference and made a part hereof as if fully set forth herein.

2. Agreement. With this Agreement, ECP and Starlight hereby amend the Permit Application with the Revised Site Plan attached hereto as Exhibit "A" and incorporated herein by this reference ("Revised Site Plan"). Pursuant to City Code § 16.20.020, the City approves of the Revised Site Plan and ECP and Starlight agree to develop the Property under the Permit Application in substantial conformity with the Revised Site Plan and to further amend the Permit Application to include the following stipulations:

- i. Elevations and relief for the townhomes depicted in the Revised Site Plan will be in substantial conformity with the illustration attached hereto as Exhibit "B" and incorporated herein by reference. A combination of brick, fiber cement, cementitious siding, cementitious board and batten and cementitious shake will be used for exterior construction. Vinyl siding shall not be used.
- ii. The internal streets reflected on the Revised Site Plan shall remain private and will not be dedicated to the City.
- iii. ECP and Starlight will meet landscaping and buffer requirements within the City's Development Regulations, Chapter 16.44.
- iv. The property, buildings and units shown on the Revised Site Plan will be owned by a common entity during development and build out. Following site development, the developer entity will prepare and record a final plat for the asbuilt development. Individual developed units will then be marketed and sold as fee simple townhomes, with the end user being conveyed the footprint of the unit as shown on the final recorded plat. Front yards and rear yards for the individual units will be owned by an association with individual unit owners having use rights for the front and rear yards in accordance with association declaration and covenants to be prepared and recorded for the development (the Revised Site Plan and these stipulations i - iv are collectively referred to as the "Proposed

The City interprets the Permit Application, as amended by this Agreement with the Proposed Development, to be consistent with the City's zoning ordinance and map and the City

Page 2 of 5

agrees to process the Permit Application, as amended by this Agreement with the Proposed Development, and to issue permits, plat approvals and other development approvals as necessary or required for the Proposed Development on the Property in accordance with the City's Development Regulations and this Agreement. Any substantial deviation from the terms outlined in this Section 2 must be approved by the Mayor and City Council of the City of

3. <u>Dismissal of Appeal</u>. Upon the Parties' full execution of this Agreement, the Appeal submitted by ECP and Starlight shall be fully resolved and dismissed without prejudice.

4. Authority of the Parties. The Parties and each of their undersigned representatives hereby warrant and represent that they or their respective undersigned representatives have full and complete authority to execute this Agreement on behalf of each Party hereto and to fully bind each Party to this Agreement.

5. <u>Compromise of Dispute</u>. Resolution of the disputes between the Parties under the terms and conditions set forth in this Agreement constitutes a compromise of disputed claims. The consideration exchanged mutually by and between the Parties is in furtherance of the settlement of a dispute and the same allows the Parties to buy their respective peace and to avoid the time, expense and uncertainty of litigation.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

7. <u>Binding Effect</u>. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, any entity created by ECP or Starlight for purchase and/or development of the Property, and the Parties' assigns.

8. <u>Construction</u>. This Agreement is a fully negotiated document and shall be deemed to have been jointly drafted by the Parties, and therefore, shall not be more strictly construed against any Party as the draftsman.

9. Entire Agreement; Modification. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and no prior or contemporaneous oral or written representations between the Parties relating to the subject matter hereof shall have any legal effect. This Agreement shall not be amended, altered, revised, modified, terminated or changed, except by further written agreement signed by all Parties.

10. Voluntary Execution; Consultation with Legal Counsel. Each Party acknowledges that such Party has read and understands the substance and effect of this Agreement. Each Party states that such Party is executing this Agreement of such Party's own free will and accord for the purposes and the considerations set forth in this Agreement and that such Party has consulted with such Party's legal counsel with respect to all terms or conditions in this Agreement as to which such Party had any questions. Each Party acknowledges that such Party has carefully read and fully understands all of the terms and conditions of this Agreement and that such Party is executing, sealing and delivering this Agreement voluntarily.

Page 3 of 5

executed in several counterparts, each of which shall constitute an original and all of which shall constitute one and the same instrument. *This Agreement may be executed by any Party hereto* using a facsimile or a PDF electronic email signature or other form of electronic signature, and such facsimile or electronic signature shall be binding and enforceable to the same extent as an

11. Counterparts; Facsimile and Electronic Signatures. This Agreement may be

12. Survival. This Agreement and all terms and conditions hereof shall survive the execution, sealing and delivery hereof by the Parties, and shall continue in full force and effect as necessary or helpful for any Party to obtain, enforce or otherwise satisfy such Party's obligations and responsibilities under this Agreement, and/or to obtain, enforce or otherwise secure such Party's rights and remedies provided in this Agreement, whether at law or in equity, as

13. Severability. The Parties hereto agree and acknowledge that each of the provisions, covenants, promises and agreements stated in this Agreement are separate, distinct, and severable, and the unenforceability of any such provision, covenant, promise or agreement shall not affect the validity or enforceability of the other provisions, covenants, promises or agreements set forth in this Agreement. Should any sentence, term, part or portion of this Agreement be declared or determined to be illegal, invalid, or unenforceable, the validity of the remaining parts, sentences, terms, or provisions shall not be affected thereby and said illegal, invalid, or unenforceable sentence, part, term, or provision shall be deemed not to be a part of this Agreement.

14. <u>Time of Essence</u>. Time is and shall be of the essence in this Agreement.

15. Attorney's Fees. The Parties each agree to bear his or its own attorney's fees, costs and expenses paid or incurred in connection with the Appeal and this Agreement. IN WITNESS WHEREOF, the Parties have executed, delivered and sealed this

October

Agreement as of the 5 day of September, 2023.

SIGNATURES ON FOLLOWING PAGE

ECP: ECP AUTRY, LLC a Georgia limited liability company

<u>STARLIGHT:</u> STARLIGHT HOMES GEORGIA, L.L.C.

Title: Division Manager

THE CITY OF AUBURN, GEORGIA



107079.1 191840-000003

Page 5 of 5

AN ORDINANCE TO AMEND THE CITY OF AUBURN CODE OF ORDINANCES TO REZONE THE DEVELOPMENT SITE ON PARCELS AU05 027 AND AU05 028A ON AUTRY RD. FROM AG, AGRICULTURAL TO RM-8, RESIDENTIAL MULTIFAMILY APARTMENTS IN THE CITY OF AUBURN

WHEREAS, the owner has authorized Nick Sherman of Autry Pines Senior Village GP to submit an application to rezone said property from AG to RM-8; and WHERAS, the subject property is designated in the Future Land Use plan for Multi-

WHEREAS the City has reviewed the application and determined that the requested zoning complies with other adopted City policies and initiatives; and

WHEREAS, the Planning and Zoning Commission held a public hearing on April 17, 2013 and submitted a favorable recommendation to the City Council, and WHEREAS, the City Council conducted a public hearing on May 2, 2013 on the proposed rezoning in accordance with Georgia Law; and

WHEREAS it is in the best interest of the health, safety and welfare of the citizens of the City to zone the property described herein: NOW THEREFORE THE COUNCIL OF THE CITY OF AUBURN HEREBY ORDAINS as follows:

1. The area described in Exhibit "A" is rezoned to RM-8, (Residential Multifamily Apartment District), subject to the following conditions of zoning:

A. Developed be limited by deed restriction to senior residential apartments for occupancy for persons 55 of age and older. Final site design shall be subject to review and approval by the City Planner. B. The development shall be limited to a maximum of 64 units.

C. Height shall be limited to no more than two stories and 38 feet.

materials shall be subject to final approval by the City Planner

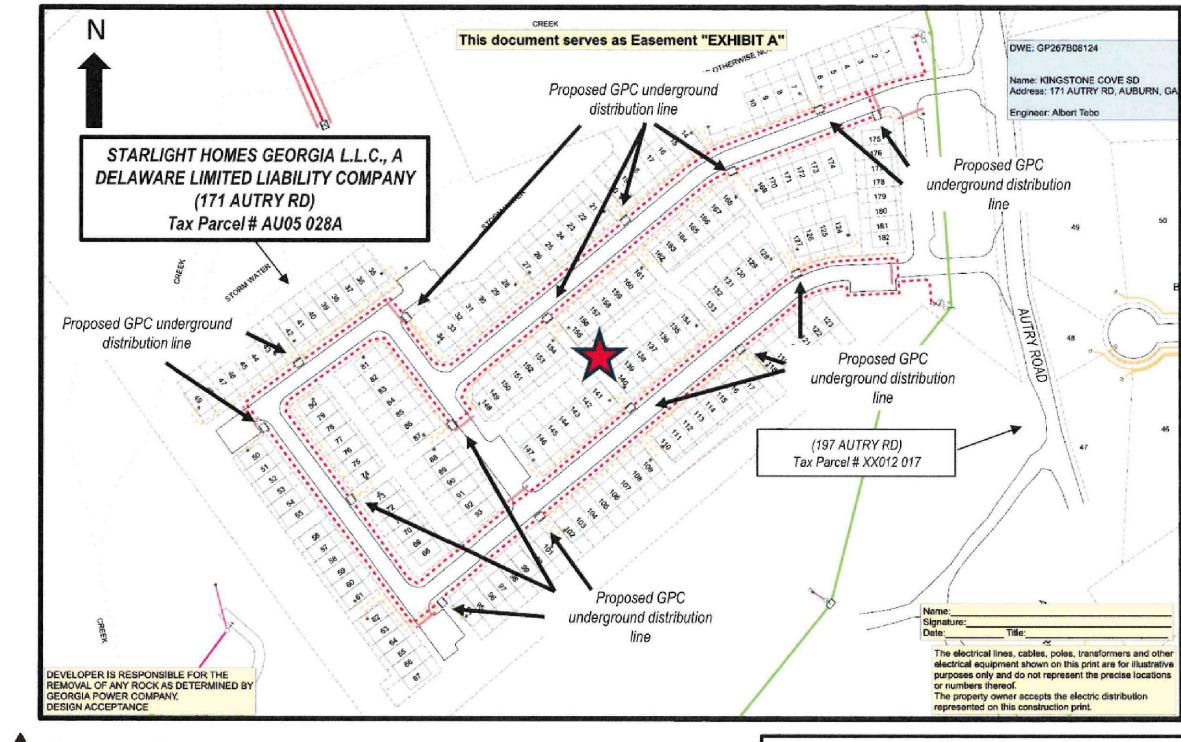
D. Buildings shall be finished with architectural treatments of brick on a minimum of 60% on each building elevation. The balance shall be fiber-cement siding. Final building elevation design shall be subject to approval by the City Planner. E. A perimeter security fence shall be erected around the entire property, whose

F. Minimum amenities shall include a commons area with pavilions, tables and benches; a community garden of 100 sq. ft. minimum, and a walking trail around the perimeter of the property.

Development").

G. The builder shall pave Autry Rd. with asphalt in accordance with City engineering standard to the property entry.

Exhibit "A"



Page 4 of 5

Georgia Power

Land Department

Parcel 001

171 AUTRY RD | KINGSTON COVE (BARROW COUNTY) DISTRIBUTION LINE STARLIGHT HOMES GEORGIA L.L.C., A DELAWARE LIMITED LIABILITY COMPANY LIMS # 2025020323 Work Location(s): NA

GRAPHIC SCALE ( IN FEET )

1 inch = 50 ft.

21/

0

0

INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN

THE SURVEYOR NAMING SAID PERSON.

HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT

EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RECERTIFICATION BY

13-004

2. All ordinances and parts of ordinances in conflict with this ordinance are hereby

DRAWING NOT TO SCALE



#### MAYOR Richard E. Roquemore

# **CITY ADMINISTRATOR**Michael E. Parks

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

AGENDA	ITEM NO:	4	
AGLINDA	HILITINO.	4	

TO: MAYOR & COUNCIL

**FROM:** Iris Akridge – Public Works Director

Jim Aton – City Engineer

**DATE:** July 24, 2025

**PURPOSE:** Proposal for Annual Controls, SCADA, and Instrumentation Services

**BACKGROUND**: Global Control Servies Inc. (GCS) service agreement would ensure continued support for our water and wastewater systems through expert maintenance, troubleshooting, and optimization of SCADA and control systems.

Global Control Systems has extensive experience working with municipal utilities and brings a strong understanding of regulatory requirements, automation standards, and system integration.

#### Benefits to the City:

- Maintain and improve operational reliability
- Supports regulatory compliance
- Ensures efficient automation and system monitoring
- Reduces downtime and unplanned maintenance
- Provides consistent technical support and timely response

The services proposed are essential to maintaining the city's infrastructure and keeping our utility systems operating safely and efficiently.

#### **FUNDING:**

**RECOMMENDATION:** I respectfully submit this for your review and approval - Global Control Services Inc. (GCS) for annual Controls, SCADA and Instrumentation services in the amount of \$10,800.

#### Attachment:

Proposal for Annual Controls, SCADA, and Instrumentation Services



#### **Proposal for Annual Controls, SCADA, and Instrumentation Services**

Submitted by: Global Control Systems, Inc.

**Date:** June 23, 2025

To:

Iris Akridge
Director of Public Works
City of Auburn Water Plant
1411 Sunbelt Way, Auburn, GA 30011

#### Introduction

Global Control Systems, Inc. (GCS) is pleased to present this proposal to provide annual Controls, SCADA, and Instrumentation services to the City of Auburn. With our extensive experience in municipal water and wastewater systems, we are committed to supporting the city's operational reliability, regulatory compliance, and automation system efficiency.

#### **Scope of Services**

This proposal covers technical support, preventative maintenance, and general troubleshooting for the city's SCADA systems, PLCs, instrumentation, and associated control hardware and software. Services include:

- 1. SCADA system diagnostics and performance monitoring
- 2. PLC logic support and control system tuning
- 3. Instrument calibration, verification, and replacement recommendations
- 4. Alarm and event log review and optimization
- 5. Backup and verification of PLC/SCADA project files
- 6. Field troubleshooting of I/O and communication issues
- 7. General operational support and recommendations

#### **Service Structure**

#### **Scheduled Site Visits**

- 8. Global Control Systems provides up to six (6) pre-scheduled site visits annually.
- 9. Each visit will include **up to 8 hours** (including travel time), conducted by qualified technicians or engineers.
- 10. Work will be coordinated in advance to prioritize service tasks, align with system operations, and ensure efficient use of time on-site.



#### **Remote and In-House Support**

- A. In addition to scheduled visits, GCS will provide remote and in-house technical support in response to customer-initiated requests.
- B. Telephone or remote support services are billed in **2-hour minimum increments**.
- C. Any remote/in-house support provided will be counted against the total of six (6) included service visits, with a **minimum of 2 hours deducted per call**.

#### **Annual Fee Structure**

The total cost for the annual services described above is:

#### \$10,800.00

This includes:

- D. Up to six (6) on-site service visits
- E. Remote support (as defined above, deducted from the included hours)
- F. Travel expenses and mileage for scheduled visits

#### **Additional On-Site Services:**

If additional on-site support is requested beyond the six scheduled visits, services will be billed at our standard hourly rate of **\$225** with a 4-hour minimum per visit.

Emergency after-hours services: 2 times the standard hourly rate.

#### **Notes**

- G. No material hardware or software is included in this contract, not limited to upgrades.
- H. The service agreement is valid for one year from the date of execution.
- Site visit scheduling must be coordinated at least two weeks in advance.
- J. Emergency or expedited site support outside the defined visit schedule is subject to availability and additional billing.
- K. Unused hours or visits do not carry over into the following contract year.

#### Value to the City

By partnering with Global Control Systems, the City of Auburn receives:

- L. Dedicated and reliable technical support
- M. Reduced downtime and quicker resolution of system issues
- N. Proactive maintenance and long-term system performance improvements
- O. A predictable support structure that helps manage maintenance budgets



We appreciate the opportunity to present this proposal to you and look forward to working with you on this project. If you have any questions, please do not hesitate to contact us.

Sincerely,

Global Control Systems Inc.

Rakesh Patel

#### **Annual Contract Authorization**

To proceed with the proposed services, please sign below:

#### **Authorized Representative - City of Auburn**

Signature:	Print:
Title:	_ Date:
Accepted by – Global Control Systems, Inc.	
Signature:	Print:
Title:	_ Date:

www.global control systems.com



#### **Pricing and Validity**

#### **Standard Terms & Conditions**

- 4. All prices quoted are in **United States Dollars (USD)**.
- 5. Quoted prices are valid for **thirty (30) calendar days** from the date of the proposal.
- 6. Pricing is exclusive of taxes, duties, permits, or any other governmental fees unless otherwise stated.

#### **Payment Terms**

- 7. Invoices are due 30 days net from the invoice date, unless otherwise agreed upon in writing.
- Late payments may incur interest at 1.5% per month (18% annually) or the maximum allowed by law, whichever is lower.
- Partial payments and milestone billing will be applied for projects or extended services as stated in the proposal.

#### **Delivery and Lead Times**

- 10. Delivery and/or project initiation will commence upon receipt of a **purchase order (PO)** or signed agreement, along with any required initial payment or deposit.
- 11. Standard delivery or service lead times will be defined within the proposal and are subject to change based on the current workload and material availability.
- 12. Delays caused by force majeure, supplier delays, or client-side approvals may extend delivery timelines.

#### Warranty

- 13. A **one (1) year warranty** is provided on all hardware supplied and labor performed under this agreement.
- 14. The warranty covers defects in materials and workmanship under regular use and conditions.
- 15. Warranty does not cover misuse, abuse, unauthorized modifications, or damage caused by third-party equipment or systems.

#### **Ownership and Risk**

- 16. Title to hardware shall be transferred to the client upon full payment.
- 17. The risk of loss or damage to goods passes to the client upon delivery to the site or the designated shipping address.

#### **Changes and Cancellations**

- 18. Any change in scope, quantity, or timeline after proposal acceptance may require a change order and may impact pricing and delivery.
- Cancellations after acceptance may incur charges for work performed, materials ordered, and restocking fees if applicable.

#### **Limitation of Liability**

- 20. In no event shall the supplier be liable for **indirect, incidental, special, or consequential damages**, including but not limited to lost profits or downtime.
- 21. Total liability for any claim shall not exceed the total amount paid for the specific goods or services giving rise to the claim.

#### **Governing Law**

22.	. These Terms and Conditions shall be governed by the laws of the State of Georgia, without	regard to its
	conflict of law provisions.	

www.globalcontrolsystems.com



**MAYOR**Richard E. Roquemore

CITY ADMINISTRATOR
Michael E. Parks

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

AGENDA ITEM NO: 5

TO: MAYOR & COUNCIL

**FROM:** Iris Akridge – Public Works Director

**DATE:** August 14, 2025

**PURPOSE:** Budget Amendment to Over Unanticipated Labor Cost

**BACKGROUND**: The Kubota machine is important for grounds maintenance, field operations, equipment transport and water leaks – everything in the department.

While working on the injectors, the technician found they were located deep inside the engine. To reach the injectors, the technician had to remove several parts like the valve covers and intake system. This took more time than expected and added extra labor to the repair.

The original budget did not expect this level of labor involvement, and no contingency funds are available in the current fiscal allocation. I would like to request a budget amendment to cover unanticipated labor costs associated with the repair of fuel injectors on the Kubota machine. The current budget does not include sufficient funds to address the increased labor hours required for this repair.

#### **Cost Breakdown**

ltem	Description	<b>Estimated Cost</b>
Labor Costs	Additional hours for injector repair	\$135@10.20 Hrs./ \$1,377.00
Parts (Injectors)	Previously approved or covered	\$962.03@ 4 KT/ \$3,848.12
Total Additional Request	Labor-related amendment only	\$5.225.12

#### **FUNDING:**

**RECOMMENDATION:** Approval is respectfully requested for a budget amendment to allocate an additional \$5,224.12 to the Repair & Maintenance – Equipment line items in both the Water and Roadways departments. This adjustment is necessary to cover increased labor costs associated with Kubota injector repairs, which exceeded initial estimates.

The proposed amendment would update the following budget line items to reflect the additional expenditure:

Roadways: Line item 100-4220-52-2220

Water: Line item 505-4400-52-2220

The additional funding will be sourced evenly from the General Fund and the Water Fund, ensuring
that departmental operations continue without disruption and that essential equipment remains in
serviceable condition.

#### **Attachment:**

Gene and Matt Tractor Sales - Kubota Invoice

**GENE & MATT TRACTOR SALES INC** Phone (770) 867-3179 652 Atlanta Highway - P.O. Box 220 Winder, Georgia 30680

SOLD TO

SHIP TO

CITY OF AUBURN PO # REQUIRED PO BOX 1059 1411 SUNBELT WAY AUBURN, GA 30011 00610

KUBOTA KX0574R3A 17 SN: 29136 HR 1 Sold By: 139 PO #: Date 7/22/25 WORK Ship By: Tax #: 58-0945938 10:26	728.0 W:02 ORDER :36 PRT:	W062845 2 Open
Tax D Qty Description*	Price	Amount
REPLACED FUEL INJECTORS		
SHOP LABOR 00000 10.20 Date 7/22/25 Employee 121 SHOP PARTS 00000 4 KT 1J706-53073 INJECTOR NO	135.00	1377.00
00000 1 4 KT 1J706-53073 INJECTOR NO	962.03	3848.12
** 91	UBTOTAL	5225.12
	ODIOIMH	JE2J.12
Charge Sale		
Phone: (770) 963-4002 PAY THIS AMOUNT	•	\$5225.12