



COMMISSION MEETING AGENDA

Commission Chamber

Thursday, June 26, 2025

2:00 PM

INVOCATION

Pastor Matthew Judd, Lead Pastor, Good News Church

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

DELEGATION(S)

- A. **Mr. Moses Todd**, I Love Augusta- discuss City owned cemeteries priorities and SPLOST 9 funding. Legality of using SPLOST funding for Federal/State Governments restricted use Veterans Cemetery. Note that I'm a Vietnam Combat Veteran.
- B. **Ms. Althea Collins, LPC** regarding Proposal for Community Based Mental Health Initiative for Public Safety and Wellness.

CONSENT AGENDA

(Items 1-2)

PUBLIC SAFETY

- 1. Motion to **approve** recommended changes to the Animal Ordinance with any corrections of grammatical and spelling errors, as needed and approved by the Interim General Counsel. **(Approved by the Augusta Commission June 17, 2025) (Second Reading)**

PETITIONS AND COMMUNICATIONS

- 2. Motion to **approve** the minutes of Commission Meeting held June 17, 2025.

*****END CONSENT AGENDA*****

AUGUSTA COMMISSION

**AUGUSTA COMMISSION
REGULAR AGENDA**

(Items 3-12)

PUBLIC SERVICES

- 3. A.N. 25-30 – Existing Location, New Ownership: Retail Package Beer and Wine.** Sarita Gammage applicant for **2078 Old Savannah Inc. d/b/a Sarita Food Mart**, located at **2078 Old Savannah Road**. District 2, Super District 9
- 4. Discussion: A request by Margo Pick for a Fortune Teller license to be used in connection with Ka of Life, LLC located at 229 Fury’s Ferry Road #115, Augusta GA 30907. District 7, Super District 10.**
- 5.** Augusta Regional Airport (AGS) - Motion to approve for the Airport Operations Department to purchase a 2025 Ford Explorer in the amount of \$44,960 from Allan Vigil Ford, who holds the state contract for Ford Explorers. This item was approved by the Augusta Aviation Commission on June 16, 2025.
- 6.** Augusta Regional Airport (AGS) - Motion to **approve 2nd Amendment to the StandardAero Lease Agreement**. This item was approved by the Augusta Aviation Commission on June 16, 2025.

ENGINEERING SERVICES

- 7.** Weatherstone Townhomes Water and Sanitary Sewer Dedication Documents
- 8.** Update- April 29, 2025 Augusta Commission discussed TIA Broad Street Improvements Project and requested exploring the project construction schedule acceleration by implementing two-shifts (day & night) construction schedule for business corridor segment./ AE
- 9.** Approve supplement funding in amount not to exceed \$10,000,000.00 for Hurricane Helene Waterways Debris Removal Services with CERES Environmental Services (CERES). Also approve use of General Fund fund-balance to fund these services. Services expenses are reimbursable by NRCS. AE/ 24-915
- 10.** Approve supplement funding in amount not to exceed \$600,000.00 for Hurricane Helene Waterways Debris Removal Construction Plans & Monitoring Services with Goodwyn, Mills & Cawood, Inc. (GMC). Also approve use of General Fund fund-balance to fund these services. Services expenses are reimbursable by NRCS. AE/ 24-916

PUBLIC SAFETY

- 11.** Motion to accept the FY2024 Emergency Management Performance Grant (EMPG) in the amount of \$50,000 and authorize the mayor to sign all appropriate documentation.

LEGAL MEETING

- A. Pending and Potential Litigation
- B. Real Estate
- C. Personnel
- 12.** Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.



Commission Meeting

June 26, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Mr. Moses Todd , I Love Augusta- discuss City owned cemeteries priorities and SPLOST 9 funding. Legality of using SPLOST funding for Federal/State Governments restricted use Veterans Cemetery. Note that I'm a Vietnam Combat Veteran.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

June 26, 2025

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Ms. Althea Collins, LPC regarding Proposal for Community Based Mental Health Initiative for Public Safety and Wellness.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

June 26, 2025

Animal Ordinance

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve recommended changes to the Animal Ordinance with any corrections of grammatical and spelling errors, as needed and approved by the Interim General Counsel. (Approved by the Augusta Commission June 17, 2025) (Second Reading)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Chapter 1 ANIMALS AND FOWL
ARTICLE 1. IN GENERAL

Sec. 4-1-1. Short title.

This chapter may be cited as the Animal Control Ordinance of Augusta-Richmond County.

Sec. 4-1-2. Creation of Animal Control Department; duties of animal control officers—
Generally.

The Augusta-Richmond County Animal Control Department is hereby established, and the Commission shall employ the necessary Animal Control Officers to administer and enforce the provisions of this Chapter. The Animal Control Officers shall have the authority to issue citations for violations of this Chapter and perform such other duties as are prescribed herein. An Animal Control Officer shall wear a numbered badge identifying him as an Animal Control Officer.

Sec. 4-1-3. Organization.

The person in charge of the Augusta-Richmond County Animal Control Department shall be known as the director. The director shall enforce the provisions of this Chapter, and he or his duly authorized representative shall perform any duty imposed upon him by this Chapter.

(a) *Director.* The director may appoint such numbers of officers and other employees as shall be authorized to carry out the duties of the department. The director is the dog control officer per Title 4, Chapter 8, Article 2 of the Georgia Code.

(b) *Assistant director.* The director may designate an assistant director in the department, who shall, during the absence or disability of the director, exercise all the powers of the director.

(c) *Records.* The director shall keep, or cause to be kept, a record of the business of the department.

(d) *Reports.* The director shall annually submit a report to the Augusta-Richmond County administrator covering the work of the department during the preceding year.

(e) *Animal Control Advisory Board.* There is hereby created an animal services advisory board of ten (10) members (plus an additional two members should the Richmond County Legislative Delegation choose to appoint two members) to be appointed for terms of four (4) years, to conduct hearings as required by O.C.G.A. § 4-8-24; provided, however, the initial appointments shall be made as follows:

(1) Except as provided herein, members of the animal control board and dangerous dog board of Richmond County and the City of Augusta who were serving on said boards on January 1, 1997, having had no fixed terms, shall serve until their successors are appointed and qualified.

(2) Members of the Animal Control Advisory Board and the Dangerous Dog Control Board serving as of January 1, 1997, shall continue to serve until their successors are appointed by the Commissioner representing the respective District and qualified.

(3) The successors to the members representing Districts 1, 3, 5, 7, and 9 shall serve until April 1, 1998, or until their successors are appointed and qualified.

(4) The successors to the members representing Districts 2, 4, 6, 8, and 10 shall serve until April 1, 2000, or until their successors are appointed and qualified.

(5) Members of the board appointed by the Commissioner of the respective Districts to succeed those appointed in subsections 3 and 4 hereof shall serve for terms of office of four (4) years and until their successors are appointed and qualified.

(6) Should the Richmond County Legislative Delegation choose to appoint two (2) members as provided in the Consolidation Act, such members shall serve for a term of four (4) years and

until their successors are appointed and qualified. In the event the appointed authority of the Legislative Delegation is removed from the Consolidation Act, this subsection shall automatically be repealed.

(7) All terms shall expire on March 30 of the applicable year, and new terms shall begin on April 1 of the applicable year.

(8) Members of the Animal Control Advisory Board shall have as their duties and responsibilities the following:

(i) To work actively in educating the public as to the needs for public health and safety with regards to pets, strays, and other animals.

(ii) To attend meetings of the Animal Control Advisory Board.

(iii) To review and make recommendations to improve the Animal Control Department and to control the stray dog and cat population.

(iv) To notify the Clerk of Commission of a vacancy on the Animal Control Advisory Board.

(v) To serve as an optional authority for the Animal Control Department for hearings pursuant to the Responsible Dog Ownership Law and this ordinance.

(vi) To adopt such bylaws as is necessary to accomplish the duties and responsibilities as set forth.

Sec. 4-1-4. Implementation of state dog control law.

(a) Augusta-Richmond County herein adopts the Responsible Dog Ownership Law, O.C.G.A. § 4-8-20, et seq., previously known as the “Dangerous Dog Control Law,” as if it was set forth in detail hereunder.

(b) *Certification fee for ownership of dangerous dog.* The owner of a vicious dog, dangerous dog, or potentially dangerous dog shall pay an annual certification fee to Augusta-Richmond County in the amount to be determined by the dog control officer, but not less than one hundred dollars (\$100.00).

Sec. 4-1-5. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning: *Abandoned.* An animal shall be considered abandoned when it has been unattended and without adequate food, water, ventilation or shelter. A person releasing a community cat does not abandon that cat.

Augusta, Georgia shall be defined to include all areas within the territory limits of Richmond County, Georgia, except those excluded by federal or state law.

Classified dog means any dog that has been classified as either a potentially dangerous dog, a dangerous dog, or a vicious dog pursuant to state law or this code.

Community cat. A free-roaming, ear-tipped cat that is sterilized and vaccinated against rabies at least one time. An “ear tipped” cat shall be presumed to be sterilized and vaccinated against rabies at least one time. Community cats are exempt from provisions that apply to owned animals, including but not limited to provisions regarding identification, at-large, and abandonment.

Cruelty means causing death, unjustifiable pain or suffering to an animal by any act, omission, or neglect.

Dangerous dog. A dog that (a) causes a substantial puncture of a person's skin by teeth without causing serious injury, or (b) aggressively attacks in a manner that causes a person to reasonably believe that the dog posed an imminent threat of serious injury to such person or another person although no such injury occurs, or (c) while off the owner's property, kills a pet animal,

provided, however this paragraph shall not apply where the death of such pet animal is caused by a dog that is working or training as a hunting dog, herding dog, or predator control dog.

Dog Park means a place recognized and operated as a secure place where dogs are allowed to play without a leash, so long as Handlers of such dogs comply with Dog Park Rules.

Domestic animals. Dogs and cats and other animals that live and breed in a tame condition.

Ear Tipped. The removal of approximately three-eighths of an inch off the tip of a cat's left ear in a straight line.

Community Cat Caregiver. Any person, who in accordance with a good faith effort to trap, neuter, vaccinate, and release a community cat, who provides care to a community cat. Any individual who provides care to any free-roaming cat who is not a community cat without a good-faith effort to trap, neuter, and vaccinate that cat shall not be considered a community cat caregiver, regardless of their care to other community cats.

Handler. Any owner or other person responsible for a dog utilizing the off-leash area of a Dog Park. A Handler must be age eighteen (18) years or older.

Livestock. All animals of the equine, bovine, or swine class, including goats, sheep, mules, horses, hogs, cattle, and other grazing animals.

Owner means any person or legal entity that owns, possesses, harbors, keeps, or has temporary custody or control of an animal. In the case of animals owned by a minor, the term "owner" includes the parents or person in custody of the minor. Owner does not include any person caring for a community cat as a community cat caregiver.

Potentially dangerous dog. A dog that (a) causes any puncture of a person's skin by teeth or claw that is not substantial and does not cause serious injury, or (b) a dog that charges a fence, or engages in fence fighting, such as exhibiting aggressive behavior while running towards a fence line, such as barking, jumping, or lunging at something on the other side, due to perceived territorial instincts or frustration from the barrier preventing direct interaction.

Public roads. Any street, road, highway, or way, including the full width of the right-of-way, which is open to the use of the public for vehicular travel.

Running-at-Large or Straying means any animal which is not under the control of a person.

Sanitary conditions mean an animal's living space, shelter, or exercise area that is not contaminated by health hazards, waste, irritants, pollutants, items, or conditions that endanger or pose a risk to an animal's health.

A *serious injury* in this chapter is defined as any physical injury that creates a substantial risk of death; results in death, broken or dislocated bones, lacerations requiring multiple sutures, or disfiguring avulsions; requires plastic surgery or admission to a hospital; or results in protracted impairment of health, including transmission of an infection or contagious disease, or impairment of the function of any bodily organ.

Trap-Neuter-Return/TNR. A non-lethal approach to community cat population control where community cats are humanly trapped, sterilized, vaccinated, ear tipped and returned to the location where they were originally trapped.

Urban Services District. That area coterminous with the boundaries of former City of Augusta, Georgia as said boundaries existed as of December 31, 1995.

Vicious dog. A dog that inflicts serious injury on a person or causes serious injury to a person resulting from reasonable attempts to escape from the dog's attack. A vicious dog does not include a dog that is in the act of use by a law enforcement or military officer to carry out the law enforcement or military officer's official duties or a dog that inflicts an injury upon a person who, at the time, was committing a willful trespass or other tort, or was tormenting, abusing, or

assaulting the dog or had in the past been observed or reported to have tormented, abused, or assaulted the dog or was committing or attempting to commit a crime.

Sec. 4-1-6. Procedures for classifying vicious dogs, dangerous dogs, and potentially dangerous dog; notice; hearing.

(a) Upon receiving a report of a dog believed to be subject to classification as a potentially dangerous, dangerous, or vicious dog the animal control officer shall make such investigations as necessary to determine whether such dog is subject to classification as a potentially dangerous, dangerous, or vicious dog.

(b) If the animal control officer believes that a dog poses a threat to public safety, the dog may be immediately impounded, and the dog owner shall be responsible for all costs resulting from such impoundment.

(c) When an animal control officer determines that a dog is subject to classification as a dangerous dog or vicious dog, the animal control officer shall mail a dated notice to the dog's owner within (72) hours. Such notice shall include a summary of the animal control officer's determination and shall state that the owner has a right to request a hearing from the authority or probate court on the animal control officer's determination. A hearing request must be provided to the Animal Services Department within seven (7) days after the date shown on the notice. The notice shall also provide a form for requesting the hearing and shall state that if a hearing is not requested within the allotted time, the animal control officer's determination shall become effective for all purposes. If an owner cannot be located within ten (10) days of a dog control officer's determination that a dog is subject to classification as a dangerous dog or vicious dog, such dog may be released to an animal shelter or humanely euthanized, as determined by the dog control officer.

(d) When a hearing is requested by a dog owner in accordance with subsection (c) of this section, such hearing shall be scheduled within (30) days after the request is received; provided, however, that such hearing may be continued by the authority or probate court for good cause shown. At least ten (10) days prior to the hearing, the authority or probate court conducting the hearing shall mail to the dog owner written notice of the date, time, and place of the hearing. At the hearing, the dog owner shall be given the opportunity to testify and present evidence and the authority conducting the hearing shall receive other evidence and testimony as may be reasonably necessary to sustain, modify, or overrule the animal control officer's determination.

(e) Within (10) days after the hearing, the authority which conducted the hearing shall mail written notice to the dog owner of its determination on the matter. If such determination is that the dog is a dangerous dog or a vicious dog, the notice of classification shall specify the date upon which that determination shall be effective. If the determination is that the dog is to be euthanized, the notice shall specify the date by which the euthanasia shall occur.

(f) Judicial review of the authority's final decision may be had in accordance with applicable law.

(g) Any dog that is found, by its owner's plea of guilty or "no contest" or conviction by trial, to have violated this ordinance, shall be deemed a potentially dangerous dog. Furthermore, a court, by order as a result of a plea or conviction to a violation of law related to the dog, may order the designation of a dog to be potentially dangerous, dangerous, or vicious.

(h) When an animal control officer determines that a dog is subject to classification as a potentially dangerous dog, the animal control officer shall provide the owner notice of such designation in writing. The owner of a potentially dangerous dog has a right to request a hearing from the authority or probate court on the animal control officer's determination. A hearing

request must be provided to the Animal Services Department in writing within seven (7) days after the written notice is received by the owner.

(i) Regardless of any other provision of this chapter, if during any investigation of a violation of this chapter the dog control officer or his agent determines that, by a preponderance of the evidence, a dog has bitten a person, that dog shall be immediately impounded by the dog control officer. Unless the owner appears in person to make a written demand for the dog's return at Animal Control within three (3) days, except Sunday, of the dog's impound, the dog shall be deemed surrendered to Animal Control.

Sec. 4-1-7. Requirements for possessing a vicious, dangerous, or potentially dangerous dog.

(a) It shall be unlawful for an owner to have or possess within Augusta, Georgia a vicious, dangerous dog, or potentially dangerous dog without a certificate of registration issued in accordance with the provisions of this Code. Certificates of Registration shall be nontransferable and shall only be issued to a person (18) years of age or older.

(b) Unless otherwise specified by this Code section, a certificate of registration for a vicious, dangerous, or potentially dangerous dog shall be issued only if the dog control officer determines that the following requirements have been met:

(1) The owner has an enclosure designed to securely confine the dog on the owner's property, indoors, or in a securely locked and enclosed pen, fence, or structure suitable to prevent the vicious or dangerous dog from leaving such property.

(2) Clearly visible warning signs have been posted at all entrances to the premises where the dog resides; and

(3) A microchip containing an identification number and capable of being scanned has been injected under the skin between the shoulder blades of the dangerous or vicious dog.

(c) Except as provided, a certificate of registration for a dangerous or vicious dog shall be issued only if the dog control officer determines that the owner maintains and can provide proof of general or specific liability insurance in the amount of at least (\$50,000.00) issued by an insurer authorized to transact business in this state insuring the owner of the vicious dog against liability for any bodily injury or property damage caused by the dog.

(d) No certificate of registration shall be issued to any person who has been convicted of two or more violations of this article.

(e) No person shall be the owner of more than one (1) vicious dog or more than four (4) dangerous dogs.

(f) No certificate of registration for a vicious dog shall be issued to any person who has been convicted of:

(1) A serious violent felony as defined in OCGA § 17-10-6.1;

(2) The felony of dogfighting as provided for in OCGA § 16-12-37 or the felony of aggravated cruelty to animals as provided for in OCGA § 16-12-4; or

(3) A felony involving trafficking in cocaine, illegal drugs, marijuana, methamphetamine, or ecstasy as provided for in OCGA §§ 16-13-31 and 16-13-31.1 from the time of conviction until two years after completion of his or her sentence, nor to any person residing with such person.

(g) Certificates of registration shall be renewed on an annual basis. The owner of a vicious, dangerous, or potentially dangerous dog shall pay an annual registration fee at the time the certificate of registration is issued. The annual registration fee shall be no less than one hundred dollars (\$100.00). Certificates of registration shall be renewed in the month of the initial registration. At the time of renewal of a certificate of registration for a vicious, dangerous, or potentially dangerous dog, a dog control officer shall verify that the owner is continuing to comply with provisions of this article. Failure to renew a certificate of registration within (10) days of the renewal date or initial classification date shall constitute a violation of this article. For all certificates of registration issued to owners of vicious dogs, the owner shall provide an updated criminal history as issued by their resident law enforcement agency.

(h) The owner of a vicious, dangerous, or potentially dangerous dog shall notify the dog control officer within (24) hours if the dog is on the loose or has attacked any person or animal. The owner of a dangerous or vicious dog shall notify the dog control officer within (24) hours if the dog has died or has been euthanized.

- (i) A vicious dog shall not be transferred, sold, or donated to any other person except to a government agency or veterinarian.
- (j) The owner of a vicious, dangerous, or potentially dangerous dog who moves into Augusta, Georgia shall register the vicious or dangerous dog in the new jurisdiction within ten (10) days of becoming a resident and notify the dog control officer of the jurisdiction from which he or she moved. The owner of a similarly classified dog who moves into this state shall register the dog as required within 30 days of becoming a resident.
- (k) Any dog classified prior to July 1, 2012, as a potentially dangerous dog under state law shall on and after that date be classified as a dangerous dog under this article.
- (l) Any dog classified prior to July 1, 2012, as a dangerous dog under state law in this state shall on and after that date be classified as a vicious dog under this article.

Sec. 4-1-8. Confiscation of dogs; grounds; disposition.

- (a) A vicious, dangerous, or potentially dangerous dog shall be impounded by the dog control officer or by a law enforcement officer or any other person authorized by the dog control officer if:
 - (1) The dog is not validly registered as required by this article; or
 - (2) The dog is outside their proper enclosure, or not properly leashed and muzzled, as defined in the article.
- (b) In addition, a vicious dog shall be impounded if the owner of the dog does not secure and maintain the liability insurance required by this article.
- (c) Any dog that has been confiscated under the provision of this section shall be returned to its owner upon the owner's compliance with the provisions of this article as determined by the dog control officer and upon the payment of reasonable charges and fees. All fines and all charges for services performed by a law enforcement or dog control officer shall be paid prior to owner's recovery of the dog. In the event the owner has not complied with the provisions of this section within ten (10) days of the date the dog is confiscated, the dog shall be destroyed in an expeditious and humane manner and the owner shall be required to pay all fines, including costs for housing, and euthanasia.

Sec. 4-1-9. Violations; penalties.

- (a) The owner of a classified dog who violates the applicable provisions of this article or whose classified dog is subject to confiscation under subsection of this article shall be guilty of a violation.
- (b) Any irregularity in classification proceedings shall not be a defense to any prosecution under this article so long as the owner of the dog received actual notice of the classification and did not pursue a civil remedy for the correction of the irregularity.
- (c) A refusal to surrender a dog subject to confiscation shall be a violation of this article.
- (d) It shall be no defense to a violation of this chapter due to owner recovery or euthanasia of the dog.
- (e) Any violation of this chapter by a dog that is potentially dangerous, dangerous, or vicious shall be considered a high and aggravated violation.

Sec. 4-1-10. Nuisance.

- (a) No person shall keep or maintain, or cause or permit to be kept or maintained, upon any premises, any dog which by habitual and continual barking, howling, baying, or whining shall disturb the peace and comfort of any neighborhood or interfere with the reasonable and comfortable enjoyment of life or property by any person.

(b) No person shall allow their dog individually, or in combination with another dog or dogs together make, any noises or disturbances by barking, howling, yelping, whining or other utterance which is audible beyond the premises on which the dog is kept, for a consecutive period in excess of twenty (20) minutes during the day (7 A.M. to 9 P.M.) or for a consecutive period in excess of ten (10) minutes during the night (9:01 P.M. to 6:59 A.M.) and/or a cumulative period in excess of one hundred twenty (120) minutes during any twenty four (24) hour period.

(c) No person shall keep or maintain, or cause or permit to be kept or maintained, any dog owned by him or in his possession or under his control which habitually commits a nuisance upon the property of any other person.

(d) No person shall keep or maintain, or cause or permit to be maintained, any dog that is charging a fence as is defined in this chapter. A dog that charges a fence shall be deemed a potentially dangerous dog pursuant to this chapter. Owners of such dogs must eliminate the threat created thereby in one of the following ways:

(1) Immediately remove the dog from the premises.

(2) Enclose the dog in an enclosure designed to securely confine such dog on the owner's property, indoors, or in a securely locked and enclosed pen, or structure suitable to prevent such dog from leaving such property.

(3) Install a dig proof fence of sufficient height so that such dog cannot jump over it or otherwise escape; or

(4) Use another method as permitted by this Code to secure such dog so that it cannot escape.

(e) No person shall own:

(1) Any unconfined dog.

(2) Any dog which habitually attacks passing pedestrians; or

(3) Any dog which habitually barks at passing pedestrians, vehicles, or other users of the public sidewalks, streets and highways.

(f) The owner or possessor of every animal shall be responsible for the immediate removal of any excrement deposited by their animal on public walks, recreation area, or private/public property, or city owned buildings.

(g) Any person who violates any provisions of this Section shall be guilty of a misdemeanor. Each violation of the provisions of this Section shall constitute a separate offense.

Sec. 4-1-11. Fencing.

(a) An enclosure for a dog shall always be sufficient to keep the dog within the enclosure and compliant with the Zoning Ordinance. An insufficient enclosure, regardless of any other provision of this chapter, shall be a violation.

(b) An invisible fence, also known as a radio fence or a virtual fence, shall have its borders clearly marked. An owner that employs an invisible fence for the purpose of this section shall post signage that allows pedestrians and others to understand that the dog is being contained by the invisible fence. An owner shall post sufficient signage, and mark such borders, as is reasonably necessary and practicable so that a person of ordinary intelligence and ability approaching their property from commonly used pathways will be alerted to the existence and border of the invisible fence.

(c) An invisible fence shall be insufficient as an enclosure for a potentially dangerous, dangerous, or vicious dog.

Sec. 4-1-12. Application to prohibit a person from owning dogs; powers of dog control officer.

Upon appropriate application in Richmond County Superior Court, the dog control officer may request an injunction and order prohibiting a person from owning or possessing any dog in Augusta, Georgia, subject to limitations in federal, state, and local law. Such an application shall lie in the dog control officer's authority to protect the health and safety of the public. The granting or denial of such an application shall be in the Superior Court's discretion.

Secs. 4-1-13. Riding horses, etc., in disorderly manner.

It shall be unlawful for any person to run or ride any horse, mule, or other animal in a disorderly manner through the streets of Augusta-Richmond County.

ARTICLE 2. ANIMALS

Sec. 4-1-14. Vaccination, when required.

(a) No person shall be an owner of any dog or cat over four (4) months of age within Augusta-Richmond County unless such dog or cat is vaccinated against rabies. The provisions of this section do not apply to animals owned by a licensed research facility or held in a veterinary medical facility or government-operated or licensed animal shelter. All dogs and cats shall be vaccinated against rabies by a licensed veterinarian, in accordance with the latest Compendium of Animal Rabies Vaccines and Recommendations for Immunization published by the National Association of State Public Health Veterinarians.

(b) No person shall vaccinate dogs or cats against rabies who is not licensed to practice veterinary medicine.

Sec. 4-1-15. Evidence of vaccination.

(a) *Certificate of vaccination.* Evidence of vaccination shall consist of a certificate of vaccination. The certificate with each item answered shall be prepared in triplicate and signed by the veterinarian administering the vaccine. One (1) copy of the certificate shall be given to the owner, one (1) copy filed with the Richmond County health department, and one (1) copy retained by the veterinarian. Any veterinarian is authorized and required in connection with his practice to issue certificates of vaccination and vaccination tags. The certificates of vaccination furnished to the Richmond County health department shall be maintained in an orderly indexed file for a period of not less than three (3) years.

(b) *Vaccination tags.* Coincident with the issuance of the certificate of vaccination, the person authorized to furnish the certificate shall also furnish to the owner of the vaccinated dog or cat a serially numbered tag bearing the same number as the certificate and the year thereon to be attached to the collar or harness worn by the dog or cat for which the certificate has been issued.

(c) *Three-year vaccine.* When the animals have been vaccinated with a three-year rabies vaccine, the director may issue or cause to be issued an annual certificate of vaccination and a rabies vaccination tag each year for the two (2) additional years of the three-year vaccination period provided the Richmond County health department's file copy of the certificate of vaccination shows that the animals have been given a three-year rabies vaccine; in the event the Richmond County health department's file copy of the certificate of vaccination is unavailable, the owner's copy or the veterinarian's copy of same may be substituted therefor.

(d) *Ear tip.* A cat that has been ear-tipped shall be presumed to have been sterilized and vaccinated against rabies at least once. An ear-tipped cat shall not be required to have a tag.

Sec. 4-1-16. Collar required, unauthorized removal of collar.

(a) Collar required. It shall be unlawful for the owner of any dog in Augusta to allow such dog to be outside of the owner's property without a collar. Identification and rabies vaccination tag are not required to be attached to training collar and/or choke collars.

(b) It shall be the duty of each dog owner to provide a collar with identification as provided herein and inoculation tag for each animal, except when such animal is within the immediate physical control of the owner.

(c) It shall be unlawful for any person to remove a collar from any animal without the consent of its owner, unless that animal is under the control of the animal services department.

(d) Any animal shipped or transported through or entering Augusta only for the purpose of a temporary stay not to exceed thirty (30) days, shall be exempt from collar and tag sections of this article. However, all other provisions of federal, state, and local laws are applicable to such transient animals.

Sec. 4-1-17. Unauthorized attachment and removal of tags, collars.

It shall be unlawful for any person to attach a vaccination tag to any dog for which it was not issued. It shall be unlawful to remove a vaccination tag or collar from a dog without the consent of its owner.

Sec. 4-1-18. Duty of owner to keep dog and cat under control; stray animals prohibited.

(a) It shall be unlawful for any animal to be out of control and/or unattended regardless of its location. It shall be unlawful for any animal to be out of control and/or unattended off the premises of its owner, and/or upon the premises of another person without the permission of such other person. This section shall not apply to community cats, to those dogs which are actively engaged in hunting or field trials, dogs in off-leash dog parks or to those dogs and cats which are participating in animal shows or exhibitions. It shall be unlawful for any animal to be running at large or straying.

(b) An animal is considered not under restraint or under immediate control when it is running-at-large, whether wearing a collar and tag or not. Reasonable care and precautions shall be taken to prevent the animal from leaving the real property limits of its owner, possessor, or custodian, and to ensure that:

(1) It is securely and humanely enclosed within a house, building, fence, pen or other enclosure out of which it cannot climb, dig, jump, or otherwise escape on its own volition, and that such enclosure is securely locked at any time the animal is left unattended; or

(2) It is on a leash and under the immediate control of an owner, or it is off leash and obedient to and under voice command of the owner who is in the immediate proximity of the animal any time it is not restrained as provided for in subsection (1) while on the owner's property. Vicious dogs, dangerous dogs, and potentially dangerous dogs always require immediate close physical adult supervision when not enclosed.

(c) The owner or custodian exercising care and control over any animal which while off the owner's or custodian's property causes injury, death, or damage directly or indirectly to any livestock, poultry, or pet animal shall be liable to the owner of such livestock, poultry, or pet animal for injury, death, or damage caused by said animal. The owner or custodian of said animal shall be liable for any damage caused by such animal to public or private property. The liability of the owner or custodian of the animal shall include consequential damages.

(d) This section is to be considered cumulative of other remedies provided by law. There is no intent to eliminate or limit other causes of action which might attach to the owner of any livestock, poultry, or pet animal.

(e) In the interest of reducing the outside cat population and the admission and euthanasia rates at the municipal shelter, Augusta, Georgia is not required to impound community cats. At the discretion of the Augusta Animal Control Department, community cats may be impounded, released, returned to the location where they were trapped, or transferred to another organization.

Sec. 4-1-19. Dogs on public streets to be on leash, etc.

It shall be unlawful for any dog to be upon the public streets, except on a leash and accompanied by an individual, or except when enclosed within a vehicle, cage, carton, crate, box or other suitable container to prevent escape.

Sec. 4-1-20. Impounding dogs and cats at large.

Any animal found stray or running-at-large shall be seized by Animal Control. An animal with an immediately identifiable owner may be returned directly to the owner without impounding at the Animal Control officer's discretion. Community cats may be released, returned to the location where were trapped, adopted out, transferred to another organization, or disposed of in the appropriate manner pursuant to the discretion of Animal Control.

Sec. 4-1-21. Impounding dogs and cats where owner unknown.

In the event the owner of a dog or cat is not known, and such animal is stray or running-at-large, any law enforcement officer or agent or employee duly authorized by Animal Control shall be authorized to take possession of such dog or cat and impound it in Augusta-Richmond County Animal Control Department shelter for detention, control and disposition as provided in this Article.

Sec. 4-1-22. Disposition of impounded animals.

(a) It shall be the duty of the Augusta Animal Services Department officers to seize and impound any animal that is a threat to the safety and welfare of the general public, including but not limited to animals that display any sign of rabies; dangerous, vicious, or potentially dangerous dogs that are not in compliance with this chapter; any abandoned, stray, or running-at-large animal; any female dog while in estrus not confined within an enclosure which can reasonably be expected to keep away or not attract male dogs; and any prohibited animal.

(b) Animal Control shall charge reasonable fees and costs to the owner of any impound. The personnel of the Animal Control shall not return to the owner any animal impounded until such time as all fees and charges assessed have been paid. Animal Control shall in writing clearly state (a) the charges and fees assessed for any impound (b) the deadline for which such charges and fees must be paid and (c) that the failure to pay the assessed charges and fees by the deadline shall be considered an implicit surrender of the animal. If the charges and fees are not paid by the deadline, Animal Control shall be considered the owner of the animal for all purposes. Animal Control may waive the charges and fees upon good cause shown.

(c) Impounded dogs and cats will be vaccinated for rabies if no proof of current vaccination exists at the owner's expense.

(d) Any impounded animal must be claimed within three (3) days, except Sundays, of impoundment. Claiming may include, but is not limited to, travelling to the animal's location, paying any outstanding charges or fees, and transporting the animal away from Animal Control's control. Failure of the owner to claim the animal or enter into a binding agreement for the animal with Animal Control within three (3) days shall be considered surrendering the animal to Animal Control, in which event all rights of ownership shall vest in Augusta, Georgia and the owner shall have no legal rights to the animal. Nothing in this subsection shall prohibit Animal Control at its discretion from transferring all legal rights of an animal back to the owner after the claim period has expired.

(e) Animal Control shall attempt to contact the owner of any impounded animal using microchip technology, animal collar and tags, rabies shot records, and any other sources such as neighbors and neighborhood contacts.

(f) Augusta, Georgia shall have the exclusive right to transfer, adopt out, or dispose of all animals that have been surrendered in accordance with this chapter.

(g) Any dog or cat that is impounded on a second or subsequent occasion shall be sterilized prior to being claimed, released, or adopted out. An owner of a dog or cat that must be spayed or neutered pursuant to this subsection shall pay all charges and fees related to the procedure prior to the animal being released from Animal Control. The sterilization and/or charges required by this subsection may be waived by Animal Control upon good cause shown. Refusal or failure to pay the sterilization charges and fees shall result in the surrender of the animal to Animal Control. The responsibility for retaining a qualified veterinarian or veterinarian technician to perform the sterilization shall rest on the owner.

(h) No animal shall be released, adopted out, or transferred to another organization, from the custody of Animal Control, without microchipping. All charges and fees shall be at the owner's expense. This subsection may be waived upon good cause shown.

(i) Any sexually immature animal, such as litters of kittens or puppies, shall be considered surrendered to Animal Control upon impound. Sexually immature animals shall be considered animals judged to be younger than one-hundred eighty (180) days or six (6) months. This subsection is specifically found to be important due to the importance of disease control within extremely short times frames for diseases that are particular to younger animals, such as parvovirus, distemper, FVR, and parasites, that can pose a danger to other animals in Animal Control custody.

Sec. 4-1-23. Abandonment.

It shall be unlawful to abandon an animal, including but not limited to: (a) Releasing an animal without the explicit intention to regain control of the animal within a reasonable amount of time; or (b) Failing to bring an animal to a new residence when changing residences, such as during move-outs or evictions. The indicated renter(s), deedholder(s), or leaseholder(s) on the lease or deed in the prior residence shall be presumed to be the owner(s) of the abandoned animal. Any cost, including hours spent as prorated salary of the involved Animal Control agents, incurred by Augusta, Georgia in the management and disposition of the abandoned animal shall be repaid by the owner, either as restitution, as part of probation, or in any other way to reclaim a civil debt. It shall not be considered abandonment to surrender an animal to Animal Control.

Sec. 4-1-24. Cruelty to animals.

(a) *Prohibited acts.* No person shall, by his act, omission or neglect, cause unjustifiable physical pain, suffering, or death to any living animal. This section does not apply to the killing of animals raised for the purpose of providing food, nor does it apply to any person who hunts wild animals in compliance with the fish and game laws of this state. Killing or injuring an animal for humane purposes or in the furtherance of medical or scientific research is justifiable.

(b) *Permitted acts.* No person shall be liable for killing or otherwise performing a cruel action on any animal when such person is:

(1) Defending his or her person or property, or the person or property of another from injury or damage being cause by that animal; or

(2) Defending against injury or damage to any livestock, poultry or pet animal.

(c) Any animal impounded as a result of cruelty, abuse, neglect, or any other reason defined by OCGA § 16-12-4 or by this chapter as inhumane treatment may be retained by Augusta Animal Services until such time as the case is disposed of by the judge of any court of competent jurisdiction within the state capable of hearing the matter.

(d) *Physical abuse.* It is unlawful for any person to willfully or maliciously kill; maim; disfigure; torture; beat with a stick, chain, club or other object; mutilate, burn or scald with any substance; drive over or otherwise cruelly set upon any animal; except that reasonable force may be employed to drive off vicious or trespassing animals.

(e) *Failure to care for and maintain.* It is unlawful for any person to fail, refuse, or neglect to provide any animal in his charge or custody, as owner, with proper food, water, shelter, care, welfare, or reasonable veterinary care. Any animal habitually kept outside shall be provided with a structurally sound, weatherproof enclosure, large enough to accommodate the animal and which meets all requirements established by the Richmond County Health Department guidelines regarding same. Veterinary care means medical care for an animal from or under the direction of a veterinarian and necessary to maintain the health of an animal based on the age, species, breed, etc., of the animal, or to prevent the animal from suffering from; infection, infestation, disease; or any other medical condition/injury where withholding or neglecting to provide such care would endanger the health or welfare of the animal or promote the spread of communicable disease.

(f) No animal shall be transported in the trunk of a vehicle or under a pickup truck's bed cover or "low profile" cover.

(g) *Authority of animal services department in case of animal neglect.* Whenever the Animal Services department finds that any animal is or will be without proper care because of injury, illness, incarceration or other voluntary absence of the owner or person responsible for the care of such animal, the Animal Services department may pick up such animal for protective care; in the event of sickness or injury, the Animal Services department may take such action as called for to prevent undue pain and suffering, including immediate destruction of the animal. In the event such animal is later released to its owner, in the discretion of the Director of Animal Services or his or her designee, said owner shall be required to reimburse the Animal Services Department for any expenses incurred in taking any action to care for said animal.

Sec. 4-1-25. Permitting female dog in heat to roam free.

All female dogs in heat shall be restrained such that they cannot roam or run free beyond the limits of the property of their owners. It shall be unlawful for the owner or person responsible for the care of such animal not to so restrict or confine said female dog.

Sec. 4-1-26. Disposal of dead animals.

(a) It shall be unlawful for any person who owns or is caring for an animal which has died or has been killed to abandon the dead animal. Such person shall dispose of the dead animal as provided for in this Code Section or in accordance with Federal or state law. Dead animals shall not be abandoned in wells, open pits, or surface waters of any kind on private or public land.

(b) No person shall dispose of a dead animal on the land of another without the permission of the owner of the land.

(c) Dead animals must be properly buried, incinerated, or disposed of at the Augusta Deans Bridge Road Municipal Solid Waste Landfill.

(d) It shall be unlawful for the owner of any dead animal carcass to allow the same to remain on the property without disposing of same as provided for herein. If any such owner violates this section, the Commission, through its agents and employees, shall proceed to remove and dispose of such dead animal carcass, and the owner shall be liable for repayment of all fees for such removal and disposal.

(e) Dead livestock, including horses, cattle, and any other large animals must be disposed of by the animal owner or property owner at the Augusta Deans Bridge Road Municipal Solid

Waste Landfill. All expenses associated with disposal shall be the responsibility of the animal owner or property owner.

(f) Methods which can be used for disposal of dead animals are burial, incineration in an approved incinerator, or disposal at the Augusta Deans Bridge Road Municipal Solid Waste Landfill. Disposal of animal carcasses by either of the approved methods must be completed within (12) hours after death or discovery. If incineration is chosen, the entire carcass must be reduced to ashes in the incineration process. Carcasses which are buried must be buried at least three feet below the ground level, have not less than three feet of earth over the carcass, and must not contaminate ground water or surface water.

Sec. 4-1-27. Urban Services District declared bird sanctuary.

The territory within the Urban Services District is hereby declared to be a bird sanctuary.

Sec. 4-1-28. Killing, etc., wild or migratory birds.

It shall be unlawful for any person to maim, kill, or in any manner injure any wild or migratory bird within the Urban Services District.

Sec. 4-1-29. Trapping wild birds; robbing nests.

It shall be unlawful for any person to trap any mockingbird or any other wild bird, or rob the nests thereof of eggs or young, in any of Augusta-Richmond County cemeteries or upon or around the basin, reservoir or pumping station of the waterworks, or elsewhere within the Urban Services District.

Sec. 4-1-30. Fowl running-at-large.

It shall be unlawful for chickens, geese, ducks, or other fowl to run at large upon the streets or in the confines of public or private parks of Augusta-Richmond County.

Sec. 4-1-31. Dog parks and dog park rules.

Anyone using any Augusta-Richmond County Dog Park must comply with the Dog Park Rules provided in this code section as well as any other Dog Park Rules posted at a particular Dog Park facility. It shall be unlawful for anyone to violate Dog Park Rules. Anyone who fails to comply with Dog Park Rules is subject to removal and suspension from all Dog Parks. In addition, any person or persons failing to comply with any Dog Park rules shall be guilty of an offense, and upon trial as a misdemeanor and conviction, shall be subject to the penalties provided by Code section 1-6-1. Dog Park rules are as follows:

(a) Dog Parks shall only be used during normal hours of operation.

(b) Handlers who chose to off-leash their dog (at their own risk) may do so in the designated area of the park only.

(c) Handlers must be at least eighteen (18) years old.

(d) Handlers are legally and personally responsible for all damages/injuries caused by the dog under their control.

(e) All Dog Parks shall be equipped with a double gate entrance, such that dogs cannot sneak out of the Dog Park while Handlers come in and out of the Dog Park. All persons entering a Dog Park must keep Dog Park gates closed at all times.

(f) Handlers must clean up after their dog and properly dispose of waste.

(g) Dogs must have current rabies vaccinations and wear current tags.

(h) Off-leash Dog Park is for dogs, Handlers, and those accompanying them; no other use is allowed.

(i) No animals other than dogs are permitted in the Dog Park.

(j) Dogs must be leashed when entering and existing any Dog Park. Handlers must carry a leash at all times while in a Dog Park.

- (k) Handlers must remain in the Dog Park and monitor their dog's behavior and stay within view and voice command at all times.
- (l) Aggressive dog behavior is not allowed. Any dog exhibiting aggressive behavior toward people and other dogs is to be leashed and removed from the park immediately.
- (m) Handlers must stop their dogs from digging immediately and fill in all holes.
- (n) Female dogs "in heat" are not permitted in any Dog Park.
- (o) Children under sixteen (16) must be accompanied by an adult. Children should not run with the dogs or chase them while in a Dog Park. Dog Parks are playgrounds for dogs, not children.
- (p) Each adult Handler may bring a maximum of two (2) dogs into a Dog Park at the same time.
- (q) Puppies under 4 months of age are prohibited from the Dog Parks.
- (r) Smoking is prohibited in all areas of all Dog Parks.
- (s) All food (human and dog) is prohibited except for training treats.
- (t) All glass containers and bottles are prohibited.
- (u) Alcoholic beverages are prohibited at all times.
- (v) Grooming of dogs at dogs' parks is prohibited.
- (w) All spike collars must be removed prior to entry into any Dog Park.
- (x) All Augusta-Richmond County Dog Parks are subject to patrol by police authorities, animal services, and City Staff.
- (y) Dogs are not allowed in the water features, ponds or fountains of any Dog Park, unless it is specifically designated for dogs to use.

Sec. 4-1-32. Unattended animals in motor vehicles.

- (a) It shall be unlawful for a person to confine an animal in a stationary or parked vehicle or other enclosed space in such a way as to endanger the animal's health, safety, or welfare. It is presumed that an animal's health, safety, or welfare is endangered when the animal is confined in a parked or standing vehicle for a period of five or more minutes when the ambient outside air temperature measures above eighty-five degrees Fahrenheit or below thirty-five degrees Fahrenheit.
- (b) The actions prohibited by this ordinance are in addition to any prohibitions existing elsewhere in this Code or any applicable state or federal law. Nothing in this section shall be construed to limit any duty imposed on any owner by any other provision of this Code or any applicable state or federal law.
- (c) Public safety officers, including animal control officers, law enforcement officers, firefighters, or rescue team personnel, shall have the authority to seize any animal that is the subject of any violation of this ordinance if doing so is believed to be necessary to protect the animal's health, safety, or welfare.
- (d) If a public safety officer personally witnesses a violation of any provision of this ordinance, he or she may use whatever means are reasonably necessary, including entry of the vehicle, to remove an animal from such jeopardy and may impound said animal and secure medical treatment for said animal as needed at the owner's expense. Safety officers may take possession of any deceased animal found in any stationary or parked vehicle for purposes of determining the cause of death in question pursuant to animal neglect or cruelty in this Code.
- (e) Animal control officer, law enforcement officer, firefighter, or rescue team personnel should then leave notification for the driver of the vehicle after the animal is removed from the stationary or parked vehicle or other enclosed space. The public safety officer shall remand the

animal to the custody of Augusta, Georgia Animal Services Department if the officer is unable to locate the owner or other person responsible for the animal or if the circumstances in which the animal was found posed an imminent danger to the animal.

(f) Safety officers, including law enforcement officers, firefighters, and rescue team personnel shall not be liable in any civil action to any party for any act performed in good faith under this section.

(g) Penalty for violation of article. Leaving an animal unattended, or otherwise violating this code section, is a misdemeanor punishable by a fine of up to \$1,000 and/or imprisonment in the Augusta, Georgia jail for a period not in excess of sixty (60) days.

Sec. 4-1-33. Duty of owner to keep vicious, dangerous, or potentially dangerous animals under control.

(a) It shall be unlawful for an owner of a dangerous, potentially dangerous, or vicious dog to permit the dog to be off the owner's property unless:

(1) The dog is restrained by a secure muzzle, collar, and leash not to exceed six feet in length and is under the immediate physical control of a person capable of preventing the dog from engaging any other human or animal when necessary; or

(2) The dog is contained in a closed and locked cage or crate; or

(3) The dog is working or training as a hunting dog, herding dog, or predator control dog.

(b) An owner must secure at all times within an enclosure designed to securely confine a potentially dangerous, dangerous, or vicious dog in a pen or kennel of adequate size to humanely confine the dog. The pen or kennel may not share common fencing with the area or perimeter fence. The kennel or pen must have secure sides and a secure top attached to all sides. The sides must either be buried two feet into the ground or sunken into a concrete pad. The gate to the kennel or pen shall be inward-opening and shall be kept locked except when tending to the animal's needs such as cleaning the kennel or pen or providing food and water. Outdoor Enclosure means a sufficient safe space for adequate exercise suitable to the age, size, species and breed of animal. For dogs, adequate space means an enclosure with a minimum of 100 square feet per dog.

(c) A vicious dog may be immediately impounded by an Animal Control or law enforcement officer for any reason, including but not limited to, if the vicious dog is not controlled or maintained by its owner as described above, or if the vicious dog is outside a proper enclosure in violation of this article. Upon impounding a vicious dog for any reason, the Animal Control may retain the animal at the impoundment facility until disposition, either by court order or at the dog control officer's discretion.

(e) Any dog deemed potentially dangerous, dangerous or vicious cannot be reclaimed by its owner until such time as Animal Control has confirmed that the owner possesses the muzzle, leash, kennels, or other enclosures as required by this chapter. If such requirements are not met within three (3) days, except Sundays, of impoundment, the dog shall be deemed surrendered to Animal Control.

(f) Guard or protection dog means any dog which has been trained to attack persons or other animals independently or upon oral command and any dog which, while not so trained, is reasonably expected to perform as a guardian of the property upon and or within which it is located:

(1) Owners or custodians of any guard or protection dog must confine all such dogs within a perimeter fence and meet the following conditions, unless the dog is otherwise restrained as provided for in this Code.

- (a) The fence shall be sufficient to prevent the dog's escape, with all points of ingress and egress securely locked at all times.
- (b) A "beware of dog" sign shall be conspicuously displayed on each exterior side of the enclosure for each 50 feet of enclosure, minimum of two, as well as a sign on each ingress or egress point to the enclosure. Signs shall be a minimum of ten (10) inches high and fourteen (14) inches long.
- (c) The owner or custodian shall, prior to placing dogs on property, have the dog(s) microchip registered, at his/her own expense, and provide the registration number to the Animal Services Department.
- (d) The owner or custodian shall report to the department of Animal Services within twenty-four (24) hours of any of the following:
 - i. Escape of the dog.
 - ii. An attack on a human or animal by the dog.
 - iii. Transfer of ownership of the dog; or
 - iv. Death of the dog.
- (f) Any public safety officers, including animal control officers shall have the authority to enter onto private or public property for the purpose of ensuring compliance with the provisions of this chapter.

Sec. 4-1-34. Tethering.

Dogs may be tethered outside so long as the owner remains outside with the dog and maintains the animal within the owner's line of sight.

Sec. 4-1-35. Interference with animal control officers.

This chapter may be enforced by any employee of the Augusta Animal Services Department or any peace officer. Violators may be issued citations as provided by OCGA §§ 15-10-62 and 15-10-63.

- (a) In the performance of his duties pursuant to the provisions of this subchapter, any animal control officer or any law enforcement officer assisting in enforcing this subchapter may use such force as is necessary to defend themselves from attack by an animal. Provided, however, that all efforts shall be made to impound an animal without undue harm, injury or danger to the animal, the officer, or to other persons and property.
- (b) It shall be unlawful for any person to interfere with, hinder or molest an animal control officer or other authorized officer in the performance of their duty, or seek to release any animal in the custody of the animal care and control department.
- (c) Any animal control officer is hereby authorized to enter upon any property for the purpose of investigating alleged violations of this chapter, or to seize and impound any animal found to be in violation of this subchapter. The animal care and control department may use any appropriate means necessary to remove an animal in distress locked in a closed vehicle and the operator of the said vehicle shall be charged with cruelty to animals.

Sec. 4-1-36. Change in address/ownership.

The residence address of the owner shall be presumed to be the custodial location of the animal. A permit or license holder shall notify the Animal Control in writing of any change of ownership of a dog or cat within (30) calendar days following such change.

Sec. 4-1-37. Breeding of animals.

- (a) Hobby breeders are governed by the licensing and record keeping regulations of the Georgia Department of Agriculture, O.C.G.A. § 40-13-13 et seq., and by relevant provisions of the Georgia Animal Protection Act, O.C.G.A. § 4-11-1 et seq., and all other applicable laws.

(b) Backyard breeders. It is unlawful for any person who does not hold a license from the Georgia Department of Agriculture to breed an animal if they are required to be licensed by the Georgia Department of Agriculture.

Sec. 4-1-38. Fees and fines.

(a) The fees with respect to all services and licensing performed in connection with enforcement of this chapter shall be set by Augusta, Georgia. A copy of such fee schedule shall be posted at the any physical location of operation of Animal Control.

(b) The fees established and collected under this chapter are not penalties but are imposed for the purpose of defraying expenses born by Augusta, Georgia for animal control and welfare under this chapter and are subject to change at any time.

(c) The personnel of the animal services department shall not return to the owner any animal impounded until such time as the owner has paid fees and charges assessed, and the owner has provided proof of current vaccination for rabies and licensing, before return the animal to owner.

(d) For all other animals impounded other than dogs or cats, the owner or custodian shall be charged the base fees, plus actual expenses and an additional ten (10) percent of both the base fee and actual expenses.

Sec. 4-1-39. Fee schedule.

The following fee schedule shall be applicable and in force until December 31, 2025. On January 1, 2026, all fees listed under this section shall be set at the discretion of the Director.

Registration	Fees
Adoption	
Military/Senior Citizen	\$50.00
Male/Female Cat/Kitten	\$55.00
Male Dog/Puppy	\$65.00
Female Dog/Puppy	\$75.00
Domestic Impound**	
1st Offense	\$60.00
2nd Offense	\$125.00
3rd Offense	\$250.00
Livestock Impound	
1st Offense	\$300.00
2nd Offense	\$500.00
3rd Offense	\$700.00
Miscellaneous	
Daily Board of Impounded Animals	\$25.00
Rabies Vaccination of Impounded Animals	\$25.00
Owned Live Field Surrender	\$50.00
Microchipping	\$15.00
Spay/Neuter of Impounded Animals	\$75.00
Fertility Testing of Impounded Animals	\$30.00
Quarantine for Rabies Observation	\$300.00

Euthanasia with owner transport (includes disposal)	\$50.00
Euthanasia with Animal Services Pick-up (includes disposal)	\$75.00
**If livestock is small (goats, etc.) and can be transported via pickup truck or containment truck, domestic impound animal fees may apply.	

Secs. 4-1-40—4-1-50. Reserved.

ARTICLE 3. LIVESTOCK

Sec. 4-1-51. Stock pens, etc., allowed by permission of Board of Health only, removal and abatement.

It shall be unlawful for any person to establish, keep or maintain any stock pen, or place of like character, for stock, cattle, hogs, sheep or goats, or any like purpose, in the Urban Services District, except by the permission and under the direction of the Board of Health. In place of any action imposing a fine, any court with jurisdiction to enforce this code may, acting under the provision made in O.C.G.A. § 41-2-5, order the abatement of such stock pen or like place. No case shall be tried under this section except upon institution and prosecution of it by the Board of Health.

Sec. 4-1-52. Livestock running at large or stray.

It shall be unlawful for any livestock to run at large or to stray upon the public roads of Augusta-Richmond County or any property not belonging to the owner of the livestock, except by permission of the owner of such property.

Sec. 4-1-53. Impoundment of livestock straying.

(a) It shall be the duty of the Augusta Animal Services Department officers to impound livestock found to be running at large or straying.

(b) Owners or possessors of livestock impounded for violation of this article or any state or federal law, will be charged in accordance with actual costs of impoundment, boarding fees and any veterinary costs.

(c) Impounded livestock shall be held for a period of (15) days. If such impounded livestock is not claimed by the owner during that period of time, Animal Services Department will determine disposition of the livestock.

Sec. 4-1-54. Notice of impoundment of livestock.

Upon the impounding of any livestock by the Augusta-Richmond County Animal Control Department, said department shall notify the owner, advising such owner of the livestock that the animal is impounded at the shelter, the amount due as a result of such impounding, and that unless such livestock is redeemed within five (5) days from date of impoundment the livestock shall be offered for adoption. In the event the owner of such livestock is unknown or cannot be found, service upon the owner shall be obtained by publishing a notice one (1) time in a newspaper of general circulation where the livestock is impounded.

Secs. 4-1-55—4-1-60. Reserved.

ARTICLE 4. ENFORCEMENT

Sec. 4-1-61. Penalty.

Any person or persons failing to comply with the lawful provisions of this chapter or doing any act prohibited hereby or failing to do any act mandated hereby shall be guilty of an offense, and upon trial and conviction shall be subject to the penalties under this Code.

Sec. 4-1-62—4-1-70. Reserved.

ARTICLE 5. STERILIZATION OF DOGS AND CATS

Sec. 4-1-71. Definitions.

As used in this Article, the term:

- (a) *Animal shelter*. Any facility operated by or under contract for the State or any county, municipal corporation, or other political subdivision of the State for the purposes of impounding or harboring seized, stray, homeless, abandoned, or unwanted dogs, cats, and other animals; any veterinary hospital or clinic operated by a veterinarian or veterinarians which operates for such purpose in addition to its customary purposes; and any facility operated, owned, or maintained by a duly incorporated humane society, animal welfare society, or other nonprofit organization for the purpose of providing for and promoting the welfare, protection, and humane treatment of animals.
- (b) *Humane society*. Any unincorporated nonprofit organization existing for the purpose of prevention of cruelty to animals.
- (c) *Public or private animal refuge*. Harborers of unwanted animals of any breed, including crossbreeds, who provide food, shelter, and confinement for a group of dogs, a group of cats, or a combination of dogs and cats.
- (d) *Sexually mature animal*. Any dog or cat that has reached the age of one hundred eighty (180) days or six (6) months or more.
- (e) *Sterilization*. The surgical removal of the reproductive organs of a dog or cat in order to render the animal unable to reproduce.

Sec. 4-1-72. Sterilization required, exceptions.

- (a) Any public or private animal shelter, animal control agency operated by a political subdivision of this state, humane society, or public or private animal refuge shall make provisions for the sterilization of all dogs or cats acquired from such shelter, agency, society, or refuge by:
 - (1) Providing sterilization by a licensed veterinarian before relinquishing custody of the animal; or
 - (2) Entering into a written agreement with the person acquiring such animal guaranteeing that sterilization will be performed by a licensed veterinarian within thirty (30) days after acquisition of such animal in the case of an adult animal or within thirty (30) days of the sexual maturity of the animal in the case of an immature animal; provided, however, that the requirements of this Code section shall not apply to any privately owned animal which any such shelter, agency, society, or refuge may have in its possession for any reason if the owner of such animal claims or presents evidence that such animal is the property of such person.
- (b) All costs of sterilization pursuant to this Chapter shall be the responsibility of the person acquiring such animal and, if performed prior to acquisition, may be included in any fees charged by the shelter, agency, society, or refuge for such animal.
- (c) Any person acquiring an animal from a public or private animal shelter, animal control agency operated by a political subdivision of this state, humane society, or public or private animal refuge, which animal is not sterile at the time of acquisition, shall submit to the animal shelter, animal control agency, humane society, or public or private animal refuge a signed statement from the licensed veterinarian performing the sterilization required by paragraph (2) of subsection (a) of this Code section within seven (7) days after such sterilization attesting that such sterilization has been performed.

(d) Every public or private animal shelter, animal control agency operated by a political subdivision of this state, humane society, or public or private animal refuge selling or offering for sale or exchange any dog or cat shall maintain and furnish to any person acquiring an animal from such shelter, agency, society, or refuge a current list of veterinarians licensed in this State who have notified the shelter, agency, society, or refuge that they are willing to perform sterilizations and the cost for such procedures.

Sec. 4-1-73. Failure to comply.

It shall be a violation to fail or refuse to comply with the requirements of this Article and any person convicted of said offense shall be subject to a fine not to exceed two hundred dollars (\$200.00).



Commission Meeting

June 26, 2025

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of Commission Meeting held June 17, 2025.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Augusta Commission Meeting

June 26, 2025

Alcohol License

Department:	Planning & Development
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	A.N. 25-30 – Existing Location, New Ownership: Retail Package Beer and Wine. Sarita Gammage applicant for 2078 Old Savannah Inc. d/b/a Sarita Food Mart , located at 2078 Old Savannah Road . District 2, Super District 9
Background:	Existing location, new ownership
Analysis:	Applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	Applicant to pay a fee of \$1,330.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant's statements. Sheriff's Office approved the application subject to additional information not contradicting applicants' statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Augusta-Richmond County
1815 Marvin Griffin Road
Augusta, GA 30906

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year 2025 Alcohol Account Number 8025-62

1. Name of Business 2078 Old Savannah Inc D/B/A Sarita Food Mart
2. Business Address 2078 Old Savannah Rd
3. City Augusta State GA Zip 30901
4. Business Phone (404) 820-3492 Cell Phone (404) 510-1082
5. Applicant Name and Address: Sarita G Gammage
1750 SC McIntyre Apt 0121
Augusta, GA 30904
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant:
Not Applicable
8. Business Location: Map & Parcel 0872012010 Zoning Commercial B2
9. Location Manager(s) SARITA G GAMMAGE
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
(X) Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 2078 OLD SAVANNAH INC : 05/31/2024
12. Mailing Address:
Name of Business SARITA FOOD MART
Attention SARITA GAMMAGE
Address 750 SC McIntyre Apt 0121
City/State/Zip Augusta, GA 30904
13. Ownership Type: (X) Corporation () Partnership () Individual
14. Corporate Name: _____
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
SARITA GAMMAGE	OWNER		750 SC McIntyre Apt 0121 Augusta, GA 30904	100%

15. What type of business will you operate in this location?
() Restaurant () Lounge (X) Convenience Store
() Package Store () Other: _____

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer		✓	✓		✓
Consumption on Premises					
Wholesale					

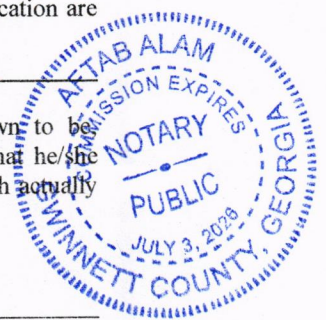
Total License Fee: \$ _____
Prorated License Fee: (After July 1 ONLY) \$ _____

16. Have you ever applied for an Alcohol Beverage License before: YES
If so, give year of application and its disposition: I applied for 1675 Olive Rd, Augusta, GA
It is approved.
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (X) Yes () No If so, please initial. S.G.



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (X) No
If yes, give full details: _____
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. () Yes (X) No
If yes, give reason charged or held, date and place where charged and its disposition. _____
21. List owner or owners of building and property.
REAL FORTUNE 7 INC
22. List the name and other required information for each person, firm or corporation having any interest in the business.
2078 OLD SAVANNAH INC
SARITA G GAMMAGE
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold. Not Applicable
A.) Church _____ C.) School _____
B.) Library _____ D.) Public Recreation _____
24. State of Georgia, Augusta-Richmond County, I, Sarita G Gammage
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.
- Applicant Signature _____
25. I hereby certify that Sarita G Gammage is personally known to me that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.
This 7th day of January, in the year 2025.

Notary Public



FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector	<i>[Signature]</i>		
Sheriff	<i>[Signature]</i>		
Fire Inspector			

The Board of Commissioners on the _____ day of _____, in the year _____
(Approved, Disapproved) the forgoing application.

Administrator

Date



Augusta-Richmond County
Planning & Development Department
Alcohol License Staff Report

Case Number: A.N. 25-30

Application Type: Retail Package Beer, Wine, and Sunday Sales – New Ownership (Convenient Store)

Business Name: 2078 Old Savannah Inc. d/b/a Sarita Food Mart

Hearing Date: June 26, 2025

Prepared By: Cecilia Woodruff, Planning Services Branch Manager, Planning and Development Department

Applicant: Sarita Gammage

Property Owner: Real Fortune 7 Inc.

Address of Property: 2078 Old Savannah Rd

Tax Parcel #: 087-2-012-01-0

Commission Districts: District 2,
Super District
9



ANALYSIS:

Location Restrictions:

- **Zoning:** General Business, B-2
- **Distance Requirements:** The proposed location for retail package Beer & Wine meets the minimum distance to churches, schools, libraries, and public recreational areas.

ADDITIONAL CONSIDERATIONS:

- **Reputation, Character** – The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous Violations of Liquor Laws** – If the applicant is a previous holder of a license to sell alcoholic liquors, whether they have violated any laws, regulations, or ordinances relating to such business.
- **Manner of Conducting Prior Liquor Business** – If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which they conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation, or ordinance relating to such business.

- **Location** - The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
- **Number of Licenses in a Trading Area** – The number of licenses already granted for a similar business in the trading area of place for which the license is sought.

Dancing – If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled or supervised by them, the manner with which they controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.

- **Previous Revocation of License** – If the applicant is a person whose license issued under the police powers of any governing authority has been previously suspended, or revoked, or who has previously had an alcoholic beverages license suspended or revoked.
- **Payment of Taxes** - If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of Minors** – Any circumstances which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirements under Section 6-2-64(b) herein.
- **Prior Incidents** - Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **Previous Denial or Revocation** – The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

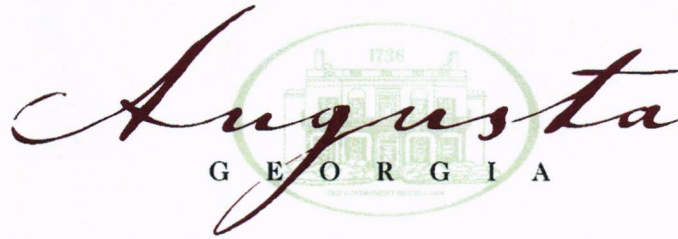
FINANCIAL IMPACT: The applicant will pay a fee of \$1,330.00

RECOMMENDATION:

Planning and Development Department recommends approval of the application subject to additional information not contradicting the applicant's statements.

Sheriff's Office recommends approval of the application subject to additional information not contradicting the applicant's statements.

NOTE: The staff report includes information available approximately two (2) weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant; research done by staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance and the Alcohol Ordinance of Augusta, Georgia. New facts may emerge, and staff reserve the right to make an oral recommendation at the hearing based on all information available at that time.



Augusta Commission Meeting

June 26, 2025

Fortune Teller License

Department:	Planning and Development
Presenter:	Kathy Jackson, Business License & Customer Service Manager
Caption:	Discussion: A request by Margo Pick for a Fortune Teller license to be used in connection with Ka of Life, LLC located at 229 Fury's Ferry Road #115, Augusta GA 30907. District 7, Super District 10.
Background:	This is a new business applicant.
Analysis:	Applicant has met the requirements of the City of Augusta and state Business license requirements.
Financial Impact:	Applicant is to pay a fee of \$770.00
Alternatives:	N/A
Recommendation:	Planning and Development recommends approval
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

☒ New ☐ Amended

BUSINESS LICENSE APPLICATION

Item 4.

Augusta-Richmond County Planning & Development
Residential Division: 1803 Marvin Griffin Road Augusta, GA 30906
Commercial Division: 535 Telfair Street Suite 300 Augusta, GA 30901

Main Office: 706.312.5050
Office: 706.312.5050 ext.4
Office: 706.312.5050 ext.3

Email: PDDTECHS@AUGUSTAGA.GOV

Business License Number: LCB202500007114
OFFICE USE ONLY

Estimated Yearly Gross Revenue ⁽¹⁾: \$ 12,000

Start date of New Business: 01/16/2025

Business Name: Ka of Life, LLC

Mailing Address: 2006 Starnes Street, 3090 Augusta, GA 30904
(Complete Mailing Address - City, State, Zip Code)

Physical Location: 229 Furys Ferry Road, #115, Augusta GA 30907
(Complete Street Address - City, State, Zip Code) - P.O. BOX or VIRTUAL OFFICE SPACE NOT ACCEPTED

Primary Phone Number: 301-473-2595

Secondary Phone Number: _____

Email Address: kaoflife17@yahoo.com

Preferred Method of Notices: ☐ Electronic ☒ Mail

Preferred Method of Contact: ☒ Mailing ☐ Address ☐ Phone ☐ Text Message ☐ Email

Description of Business: Psychic Mediumship Readings

Owner/Entity's Name and Address: Marge Pick, 2006 Starnes Street, Augusta GA 30904
Is Owner a Disabled Veteran? ☐ Yes ☒ No If yes, _____ %

Last 4 SSN (Required): [REDACTED] Primary Contact Number: 301-473-2595

Officer's Name and Address: Marge Pick, 2006 Starnes Street, Augusta GA 30904

Last 4 SSN (Required): [REDACTED] Officer's Position / Title: owner Phone Number: 301-473-2595

Emergency Contact Name: Christopher Pierre Primary Phone Number: 678-756-0975

Local Contact Name: _____ Primary Phone Number: _____

Number of Employees (only working in Augusta-Richmond County): 1 Number of Professionals: _____

⁽¹⁾ Professionals and certain practitioners have the option of paying \$400 Professional Fee per practitioner in lieu of reporting gross receipts.
*Check with the Business Tax Office to determine eligibility for this option.

Number of Decals: Contractor _____ Transportation _____ Vending Machines _____ Food Truck _____

Federal Tax ID: (EIN #) 33-3203500 State Tax ID: (Dept. Of Revenue #) 20305275334

In accordance with the Business Ordinance of Augusta, Georgia, I, the undersigned, certify that I am the person duly authorized by the business here named to file this application, including the accompanying schedules and statements and that the same are true, correct, and complete.

Applicant's Signature: Marge Pick

Date: 4/1/2025

Read and Initial each statement below:

- mp I understand that Business Licenses Certificates expire on December 31st of each year. It is the responsibility of the business owner to renew the business license beginning January 1st through January 31st each year to avoid late fee penalties.
- mp I understand that Gross Revenue Request are due prior to October 31st of each year to avoid "Failure to Submit Fees" or penalties.
- mp I understand that it is my responsibility as business owner to contact Planning and Development 706.312.5050, if I did not receive my gross revenue request form by the end of September of each year, I understand that not returning the gross revenue request form will cause me a Failure to Submit Fee penalty in addition to my account.
- mp I understand the penalty fees will not be dropped for my failure to submit timely reports or payments.
- mp I understand I must Report Changes in Location of business promptly to avoid a Penalty of \$500.00 USD.

Business Name: _____

Private Employer Affidavit Pursuant to O.C.G.A. § 36-60-6(d)

By executing this affidavit under oath, the undersigned private employer verifies one of the following with respect to its application for a business license, occupational tax certificate, or other document required to operate a business as referenced in O.C.G.A. § 36-60-6(d):

→ **Section 1. Please check only one:**

☐ (A) On January 1st of the below-signed year, the individual, firm, or corporation employed **more than ten (10)** employees¹.

*** If you select Section 1(A), please fill out Section 2 and then execute below.

☒ (B) On January 1st of the below-signed year, the individual, firm, or corporation employed **ten (10) or fewer** employees.

*** If you select Section 1(B), please skip Section 2 and execute below. ***

Section 2.

The employer has registered with and utilizes the federal work authorization program in accordance with the applicable provisions and deadlines established in O.C.G.A. § 36-60-6. The undersigned private employer also attests that its federal work authorization user identification number and date of authorization are as follows:

Name of Private Employer

Federal Work Authorization User Identification Number (E-VERIFY)

Date of Authorization

→ I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 04/1/2025, 2025 in Augusta (city), GA (state).

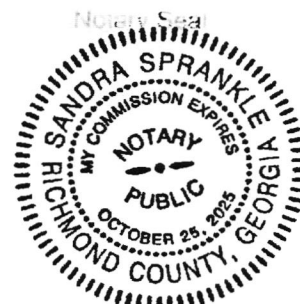
> Margo Pick
Signature of Owner or Authorized Officer

> Margo Pick
Printed Name and Title of Owner/ Authorized Officer

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 1st DAY OF April, 2025.

Sandra Sprinkle
NOTARY PUBLIC

My Commission Expires: October 25, 2025



Business License Application
 Fortuneteller Questionnaire
 Planning & Development Department
 Licensing Division
licensing@augustaga.gov
 706-312-5050 Option 1



Residential Division
 1803 Marvin Griffin Rd
 Augusta, GA 30906
 Commercial Division
 535 Telfair St Suite 300
 Augusta, GA 30901

Additional Questions for Fortunetellers:

1. Where has applicant resided for six months preceding the date of this application?

2006 Starnes Street, Augusta GA 30904

2. What was the applications previous home address, and how long was applicant a resident there?

2304 Federal Ave A, El Paso TX 79930. About 6 months, Nov 2022-April 2023

3. What is the Social Security number of said applicant? _____

4. What are the names and addresses of all persons having an interest in said business? What are their interests?

Margo Pick, 2006 Starnes Street, Augusta GA, 30904. Only owner, Single Member LLC.

5. Who is the landlord or owner of said location, and what is the address and telephone number of said landlord or owner?

Owner/Landlord: Kim Kwon, 4092 Hammonds Ferry Court, Evans, GA 30809, 706-267-6422

My Sublessor: Amanda Wicklum at 229 Fury's Ferry Road #115, Augusta GA 30904, 706-825-3825

6. Has the applicant of any person connected with or having an interest in said business:

a. Been charged or convicted of any violation of law (other than minor traffic violations) in any locality? ☐ Yes ☒ No

b. Served time in prison, or other correctional institution? ☐ Yes ☒ No

7. If the answer to section a. of the above question is 'Yes', state circumstances in detail. Information must be complete as to dates, charges, court of jurisdiction, and disposition for each person. If the answer to section b. of the above question is 'Yes', state circumstances in detail. Information must be complete as to charge on which convicted, name of prison or correctional institution, length of time served, date of release from prison or correctional institution, or whether on probate of parole, and the terms thereof.

8. Give the name, home address and telephone number and place of employment of two persons who are residents of this county, who are familiar with your character and reputation.

1. Faith Starr-Meeks, Stay-at-home-mom, 1 Daffodil court, Fort Eisenhower GA 30905, unit A

Business License Application
Fortuneteller Questionnaire
Planning & Development Department
Licensing Division
licensing@augustaga.gov
706-312-5050 Option 1



Residential Division
1803 Marvin Griffin Rd
Augusta, GA 30906
Commercial Division
535 Telfair St Suite 300
Augusta, GA 30901

2. _____ Sarah Wilkerson, Echoes of life, birthing doula, _____, _____ Eustis Dr,
30904 _____

Control Number : 25015364

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Ka of Life, LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **01/16/2025** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **01/24/2025**.



Brad Raffensperger

Brad Raffensperger
Secretary of State



Public.Service.Committee.Meeting

Meeting Date: 06/24/25

Airport – New Vehicle Purchase – Airport Operations

Department:	Augusta Regional Airport
Presenter:	Herbert L. Judon, Jr., Airport Executive Director
Caption:	Motion to approve for the Airport Operations Department to purchase a 2025 Ford Explorer in the amount of \$44,960 from Allan Vigil Ford, who holds the state contract for Ford Explorers.
Background:	This new 2025 Ford Explorer will be replacing a 2011 Ford Expedition. The 2011 Ford Expedition has over 100,000 miles on it, the seats are ripping and have a lot of wear and tear, the A/C doesn't function properly, and is constantly in maintenance for other issues. With Airport Operations, it is vital to have a clean vehicle for when we take airport guests and potential contractors on tours of the airfield for future development and projects. This purchase will allow us to have a trustworthy vehicle for when we need all hands-on deck during the various big events we have throughout the year. Operations staff will also utilize the vehicle for their various daily job duties and functions, to include Runway inspections, ramp/apron checks, and perimeter checks of the airfield.
Analysis:	This vehicle is allotted for in the 2025 Airport Capital Budget. The actual cost from the Richmond County Fleet Department is \$44,960. The total amount will be paid over 3 years under the General Municipal Association (GMA) lease payment agreement.
Financial Impact:	\$44,960
Alternatives:	N/A
Recommendation:	Approve for the Airport Operations Department to purchase a 2025 Ford Explorer in the amount of \$44,960 from Allan Vigil Ford, who holds the state contract for Ford Explorers.
Funds are available in the following accounts:	551081222-6111631

REVIEWED AND
APPROVED BY:

N/A

Item 5.

PROCUREMENT DEPARTMENT

Item 5.



Darrell White
Interim Director

LETTER OF INTENT TO PURCHASE VEHICLE(S) FROM ALLAN VIGIL FORD

This letter of intent dated, **June 6, 2025**, is to inform you that the Central Services Department – Fleet Management Division has concluded that we intend to purchase: **One (1) 2025 Ford Explorer** for the below listed Department(s).

Vehicles: One (1) 2025 Ford Explorer

The specific specifications and pricing information for this purchase are attached.

1. **Buyer:** Augusta, Georgia – Augusta Regional Airport
2. **Seller:** Allan Vigil Ford 6790 Mt. Zion Blvd. Morrow, GA 30260
3. **Vehicles Total Purchase Price:** \$44,960.00

Vehicle(s) to be purchased and Department(s) to receive vehicles:

# of Vehicles	Department	Division	Price
One (1) 2025 Ford Explorer	Augusta Regional Airport	Operations Division	\$44,960.00

A purchase order will be provided upon the approval of the Augusta, Georgia Commission.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "D. White", is written over the text "Respectfully submitted,".

Darrell White

Interim Director of Procurement

Attachments: Vehicle Purchase Price /Specifications/Quotes



Central Services Department

Ron Lampkin, Interim Director
LaQuona Sanderson, Fleet Manager

Fleet Management
1568-C Broad Street
Augusta GA 30904
Phone: (706) 821-2892

MEMORANDUM

TO: Darrell White, Interim Director, Procurement Director *D White*
FROM: ~~Ron Lampkin~~, Interim Director, Central Services Director *6/6/25*
DATE: June 5, 2025
SUBJECT: Request LOI to purchase one Ford Explorer for the Augusta Regional Airport

Central Services-Fleet Management requests LOI to purchase a 2025 Ford Explorer for the Augusta Regional Airport. Fleet Management located the vehicle on the state contractor's vehicle lot, Allan Vigil Ford.

The Augusta Regional Airport representative will complete the agendas to obtain approval from the Augusta Aviation and the Augusta GA Commissions. Once approved, the Augusta Regional Airport will submit a requisition to secure this purchase.

(1) 2025 Ford Explorer – Stock #SGB11679 - \$44,960

GMA lease will be used for the purchase of the vehicle. Please approve the LOI in total amount of \$44,960 to Allan Vigil Ford. Thank you for your assistance. Please contact Fleet Management with any questions or concerns.

LS/kb



Phone (706) 798-3236 Fax (706) 798-1551

1501 Aviation Way
Augusta, Georgia • 30906

MEMORANDUM

Date: June 3, 2025
To: Kaycee Braswell, Fleet Management
From: Herbert Judon, Jr., Executive Director *HJC*
RE: New Vehicle Purchase – 2025 Ford Explorer

Ms. Braswell,

This letter is to inform you of intent to purchase a new 2025 Ford Explorer for the Airport Operations Department. With the ordering cut-off for the 2025 Explorers, we intend to purchase one from the dealership lot that has the state contract for the Ford Explorers.

Thank you,

A handwritten signature in black ink, appearing to read 'Herbert L. Judon Jr.', is written over the printed name.

Herbert L. Judon, Jr.

Executive Director
Augusta Regional Airport



**ALLAN VIGIL FORD
LINCOLN**
EQUAL OPPORTUNITY EMPLOYER

6790 MT. ZION BLVD.
MORROW, GA 30260
(678) 364-3673

NEW CAR INVOICE - FLEET
COME VISIT OUR DEALERSHIP ON THE INTERNET

www.vigilford.com

DATE **06/05/2025**

Item 5.

SOLD TO: **. AUGUSTA-RICHMOND COUNTY**
ADDRESS: **.1568 BROAD ST BLDG.C**
--AUGUSTA, GA. 30901

SALESMAN M. Brown	INVOICE # 2025006
CUST. NO.	
STOCK NO.	
YEAR-MAKE	
MODEL	
MOTOR NO.	
ODOMETER MILEAGE	
KEY NO.	

2025 EXPLORER ACTIVE RWD

VEHICLE PRICE: **44810.00**

SPACE WHITE EXT.
DK SPACE GRAY ACTIVEX SEATS
2.3L ECOBOOST I-4 ENGINE
10-SPEED AUTO TRANSMISSION
18" SILVER PAINTED ALUMINUIM WHEELS
ACTIVE COMFORT PKG
***LED FOG LAMPS**
***UNIVERSAL GARAGE DOOR OPENER**
***HEATED STEERING WHEEL**
***LED SIGNATURE LIGHTING**
***8-WAY POWER PASSENGER SEAT**

BASE PRICE (INCL. FRT.)	N/A
OPTIONAL EQUIPMENT	
TOTAL LIST PRICE	
CREDIT MEMO	N/A
SELLING PRICE	
ADMINISTRATION CHARGE	N/A
TITLE & INSPECTION	N/A
SALES TAX	N/A
SERVICE AGREEMENT	N/A
PAY-OFF ON TRADE-IN	
TOTAL CASH PRICE	44810.00

STATE CONTRACT #
99999-SPD-ES40199373-002

PRICE SETTLEMENT:	
TRADE IN ALLOWANCE	
CASH DEPOSIT	
CASH ON DELIVERY	
DELIVERY FEE	150.00
DUE SELLER ON CONTRACT	44960.00

It is understood that legal title to the herein described vehicle does not pass from Allan Vigil Ford Lincoln until any check or bank draft given as payment therefor clears the bank on which it is drawn. No warranty other than Ford Motor Co. unless implied in WRITING.

YR. MODEL	MAKE	SERIES	MOTOR NUMBER	ODOM MIL.	TOTAL SETTLEMENT
N/A					44960.00

PURCHASER STATES THAT THERE ARE NO OTHER LIENS ON TRADE-IN OTHER THAN THOSE STATED.

EQUAL OPPORTUNITY EMPLOYER
GEORGIA-CLAYTON COUNTY

The undersigned has this day sold the described vehicle upon the terms and conditions stated to _____
and hereby warrants the title to said vehicle and agrees to defend same against the
claims of all persons whomsoever.

ALLAN VIGIL FORD LINCOLN, INC.

By **Michael Brown**

Notary Public, Clayton County, Georgia

CUSTOMER COPY



(706) 798-3236 • Fax: (706) 798-1551 • 1501 Aviation Way • Augusta, Georgia 30906 • www.flyags.com

June 3, 2025

Darrell White
Augusta, Georgia Procurement Department
535 Telfair Street, Suite 605
Augusta, Georgia 30901

D White
6/6/25

RE: New Vehicle Purchase – Airport Operations

Dear Mr. White,

Airport Operations is requesting a new vehicle purchase of a 2025 Ford Explorer. Since the order banks are closed for the Explorers, Kaycee Barnswell (Fleet Management) stated that the airport can purchase one from the state contract dealership's lot. This vehicle will be replacing a 2011 Ford Explorer with 100,000+ miles on it. It has had an engine rebuild, the seats are ripping, and it continuously has maintenance issues. With Airport Operations, it is vital to have a clean vehicle for when we take airport guests and potential contractors on tours of the airfield for future development and projects.

This vehicle is included in the 2025 budget and is part of the GMA Lease program.

We are requesting your approval for this purchase. Upon your approval, this item will follow the proper channel with requesting approval from the Aviation Commission, followed by the full Augusta Commission.

Sincerely,

Herbert L. Judon Jr.
Herbert L. Judon
Executive Director



(706) 798-3236 • Fax: (706) 798-1551 • 1501 Aviation Way • Augusta, Georgia 30906 • www.flyags.com

Augusta Aviation Commission Special Called Meeting Minutes

June 16, 2025

10:00 a.m.

Orwen Aviation Commission Chambers
2nd Floor – Terminal Building

Commission Members: Commissioner Ronic West; Commissioner James Germany; Commissioner Charles Larke; Commissioner Randy Sasser; Commissioner William Fennoy; Commissioner Larry Harris; Commissioner Wilbert Barrett; Commissioner Kay Roland

Staff: Mr. Herbet Judon; Ms. Lauren Smith; Ms. Elizabeth Giles; Ms. Risa Bingham; Mr. Richard Beal; Ms. Diane Johnston; Mr. Korey Anderson; Ms. Jennifer Humphrey; Mr. Robert Kerr- Staff Attorney

Others: Ms. Dana Lynn McIntyre – Augusta Business Daily; Mr. Chris Bodine – StandardAero Business Aviation Services, LLC

CALL TO ORDER & PRAYER – Chairwoman Ronic West called the meeting to order at 10:03 a.m. Prayer by Commissioner Barrett.

I. DIRECTOR ACTION REQUESTS

- A. Augusta Regional Airport (AGS) – New Vehicle Purchase / Airport Operations – Herbert L. Judon, Jr.
Motion by Commissioner Fennoy 2nd by Commissioner Barrett to approve New Vehicle Purchase;
Discussion, Unanimous Ayes; Motion carries
Motion by Commissioner Germany 2nd by Commissioner Fennoy to move in to Executive Session;

June 16, 2025

Page 2 of 2

No Discussion; Unanimous Ayes; Motion carries

II. EXECUTIVE SESSION

A. To Discuss Real Estate

Motion by Commissioner Dr. Larke 2nd by Commissioner Barrett to move out of Executive Session; No Discussion; Unanimous Ayes; Motion carries

III. MOTION AS A RESULT OF EXECUTIVE SESSION

Motion by Commissioner Dr. Larke 2nd by Commissioner Fennoy to approve 2nd Amendment to the Standard Aero Lease Agreement.

No Discussion, Unanimous Ayes; Motion carries

Motion to **authorize** execution by the Chairwoman of the affidavit of compliance with Georgia's Open Meetings Act.

Motion by Commissioner Fennoy 2nd by Commissioner Roland to authorize execution by the Chairwoman of the affidavit of compliance with Georgia's Open Meetings Act.

No Discussion, Unanimous Ayes; Motion carries

IV. ADJOURN MEETING

Motion to adjourn by Commissioner Sasser 2nd by Commissioner Fennoy.

No Discussion; Unanimous Ayes; Motion carries

Meeting adjourned at 10:25am.

Ronic West, Chairwoman
Augusta Aviation Commission

Date

June 3, 2025

StandardAero
VP/General Manager
1550 Hangar Road
Augusta, GA 30906

StandardAero
Contracts/Legal
3133 General Hudnell Drive
Suite 100
San Antonio, TX 78226

Re: Second Amendment to July 1, 2011, Agreement, and its First Amendment commencing July 1, 2021

Dear XXX:

This letter and accompanying signature page shall serve as the Second Amendment to the July 1, 2011, Lease Agreement between Augusta and StandardAero, and its First Amendment, dated July 1, 2021, between Augusta, Georgia (“Augusta”), a political subdivision of the State of Georgia, acting by and through its Augusta Aviation Commission, and StandardAero Business Aviation Services, LLC, a corporation organized and existing under the laws of the State of Delaware (“StandardAero”), collectively, known as the “Parties.”

WHEREAS, a Lease Agreement was made and entered into on July 11, 2011, by and between the Augusta Aviation Commission, an instrumentality of Augusta-Richmond County, and StandardAero; and,

WHEREAS, StandardAero and the Augusta Aviation Commission, an instrumentality of Augusta-Richmond County, entered into a First Amendment to the July 11, 2011, Lease Agreement on July 1, 2021; and,

WHEREAS, StandardAero would like Augusta to make certain improvements to the building it occupies; and,

WHEREAS, Augusta would like StandardAero to remain a good and valued tenant at the airport.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to amend the Lease Agreement as follows:

.

1. Augusta Regional Airport (AGS) agrees to commit a not-to-exceed dollar amount of Two Million dollars and no/100 (\$2,000,000) for improvements and repairs to the facility/premises currently leased to StandardAero. AGS shall be responsible for 75% of the total cost of the improvements and repairs, or up to One Million Five Hundred Thousand dollars (\$1,500,000). These agreed to improvements and repairs include:

- 1 – Hangar A
- 2 – Hangar B
- 3 – Hangar C
- 4 – Hangar D
- 5 – Engine Shop
- 6 – Overhead Doors
- 7 – Electrical Floor Box

Specifics regarding each of these improvements and repairs are included as Exhibit “A.”

2. StandardAero agrees to reimburse AGS for 25% of the cost of improvements and repairs. Said reimbursement shall be paid by StandardAero on a monthly basis in addition to the monthly rent. The amount to be reimbursed shall be paid in equal shares on a monthly basis over the length of the current remaining lease, i.e. monthly through June 30, 2031. Reimbursement shall begin once all improvements and repairs that are the subject of this amendment have been completed.
3. StandardAero shall submit all expense invoices to AGS, including roof repair costs, so that AGS can track asset value for auditing purposes. AGS agrees to provide reimbursement no later than 30 days from receipt of the monthly invoice submittals from StandardAero for those expenses for which AGS has agreed to be responsible.
4. AGS agrees to waive the Appraisal requirement identified in Section 5.1 of the First Amendment to the StandardAero agreement until the commencement of the Second Option for renewal as delineated in Paragraph 2 of the First Amendment to Lease Agreement Dated July 11, 2011 (replacing Section 4.1 with Section 4.1.1). In lieu of an appraisal and subsequent rent adjustment for the remainder of Renewal Option One, as specified in Section 5.1 of the First Amendment to Lease Agreement Dated July 11, 2011, the Parties agree to an annual three percent (3%) rent escalator, commencing on January 1, 2026.
5. This Amendment shall become effective as of June 30, 2025.
6. All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them pursuant to the agreement.
7. This Amendment may be executed in any number of duplicate originals or counterparts, each of which when so executed shall constitute in the aggregate but one and the same document.

8. The Lease Agreement and First Amendment to the Lease Agreement are hereby ratified and affirmed and their terms and conditions remain unchanged and in full force and effect except as modified by this Second Amendment, from and after the effective date of this Amendment, each and every reference to the Agreement, to “this Lease Agreement,” “herein,” “hereof,” or similar words and phrases referring to the Agreement or any word or phrase referring to a section or provision of the Lease Agreement is deemed for all purposes to be a reference to the Lease Agreement as modified by this Amendment and the First Amendment to the Lease Agreement.
9. Any work considered to be outside the scope of the original agreement or the First Amendment shall not be considered a permanent waiver of obligations or responsibilities for either party. Specifically, any work done pursuant to this Second Amendment for which AGS would not be responsible according to Article V, Section 5.5 of the July 1, 2011, Lease Agreement does not constitute a waiver of StandardAero’s obligations under the July 1, 2011, Lease Agreement moving forward.

{Signatures to follow}

SECOND AMENDMENT TO LEASE AGREEMENT DATED JULY 1, 2011

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed by their duly authorized representatives.

AUGUSTA AVIATION COMMISSION

Approved by: _____ Date: _____
 Ronic M. West, Chairwoman

Attested by: _____ Date: _____

AUGUSTA, GA

Approved by: _____ Date: _____
 Garnett L., Johnson, Mayor (Augusta, Georgia)

Attested by: _____ Date: _____
 Lena J. Bonner, Clerk of Commission (Augusta, Georgia)

STANDARD AERO BUSINESS AVIATION SERVICES, LLC

Approved by: _____ Date: _____
 Printed Name

 Signature

 Title

Exhibit A
Work to Be Performed Pursuant to the Second Amendment to the July 1, 2011, Lease Agreement

Hangar A: Remove and replace the epoxy floor for the roughly 15,500 sq. ft. hangar. Prep, prime, and paint open deck structural steel and vertical columns. Painting of all doors including hangar doors is excluded. Taping of falling insulation is included.

Hangar B: Remove and replace the epoxy floor for the roughly 15,500 sq. ft. hangar. Prep, prime, and paint open deck structural steel and vertical columns. Painting of all doors including hangar doors is excluded. Taping of falling insulation is included.

Hangar C: Remove and replace the epoxy floor for the roughly 20,400 sq. ft. hangar. Prep, prime, and paint open deck structural steel, vertical columns, hangar doors, and CMU walls. Encapsulate ceiling and walls with banding and WMP UV insulation facing. Includes cutting around braces, sprinkler piping, light fixtures, unit heaters, etc.

Hangar D: Remove and replace the epoxy floor for the roughly 20,400 sq. ft. hangar. Prep, prime, and touchup paint open deck structural steel, vertical columns, hangar doors, and CMU walls. Encapsulate ceiling and walls with banding and WMP UV insulation facing. Includes cutting around braces, sprinkler piping, light fixtures, unit heaters, etc.

Engine Shop: Remove and replace the epoxy floor for the roughly 15,000 sq. ft. Engine Shop. Prep, prime, and paint one CMU wall next to test room using epoxy paint. Insulation is excluded.

Overhead Doors: Remove existing curtain and replace with new (2 Ft. Taller). Includes replacing door barrel, bearings, sprockets, wear plates, drive chains, floor sills, floor gibs, cables, pulleys, and fasteners. Includes material and labor to raise I-Beams on each side of the door. Structural engineering is excluded.

Electrical Floor Box: Includes demo and replacement of boxes, concrete, rebar, mesh, stone, ground rods, and electrical demo. Includes demolition of drains and filling back with concrete. Structural engineering is excluded.



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Augusta Aviation Commission Special Called Meeting Minutes

June 16, 2025

10:00 a.m.

Orwen Aviation Commission Chambers
2nd Floor – Terminal Building

Commission Members: Commissioner Ronic West; Commissioner James Germany; Commissioner Charles Larke; Commissioner Randy Sasser; Commissioner William Fennoy; Commissioner Larry Harris; Commissioner Wilbert Barrett; Commissioner Kay Roland

Staff: Mr. Herbet Judon; Ms. Lauren Smith; Ms. Elizabeth Giles; Ms. Risa Bingham; Mr. Richard Beal; Ms. Diane Johnston; Mr. Korey Anderson; Ms. Jennifer Humphrey; Mr. Robert Kerr- Staff Attorney

Others: Ms. Dana Lynn McIntyre – Augusta Business Daily; Mr. Chris Bodine – StandardAero Business Aviation Services, LLC

CALL TO ORDER & PRAYER – Chairwoman Ronic West called the meeting to order at 10:03 a.m. Prayer by Commissioner Barrett.

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Discussion, Unanimous Ayes; Motion carries
Motion by Commissioner Germany 2nd by Commissioner Fennoy to move in to Executive Session;

June 16, 2025

Page 2 of 2

No Discussion; Unanimous Ayes; Motion carries

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III. MOTION AS A RESULT OF EXECUTIVE SESSION

Motion by Commissioner Dr. Larke 2nd by Commissioner Fennoy to approve 2nd Amendment to the Standard Aero Lease Agreement.

No Discussion, Unanimous Ayes; Motion carries

Motion to **authorize** execution by the Chairwoman of the affidavit of compliance with Georgia's Open Meetings Act.

Motion by Commissioner Fennoy 2nd by Commissioner Roland to authorize execution by the Chairwoman of the affidavit of compliance with Georgia's Open Meetings Act.

No Discussion, Unanimous Ayes; Motion carries

IV. ADJOURN MEETING

Motion to adjourn by Commissioner Sasser 2nd by Commissioner Fennoy.

No Discussion; Unanimous Ayes; Motion carries

Meeting adjourned at 10:25am.

Ronic West, Chairwoman
Augusta Aviation Commission

Date



Public.Service.Committee.Meeting

Meeting Date: 06/24/25

Airport - 2nd Amendment to the StandardAero Lease Agreement

Department: Augusta Regional Airport

Presenter: Herbert L. Judon, Jr., Airport Executive Director

Caption: Motion to approve 2nd Amendment to the StandardAero Lease Agreement

Background: *StandardAero Information*

StandardAero operates two primary divisions: Engine Services and Component Repair Services. These divisions represent their core strengths — comprehensive engine maintenance, repair, and overhaul (MRO) capabilities and an extensive portfolio of component repair services for business aviation, commercial aviation, military, fixed-wing, helicopter, and industrial power customers.

StandardAero holds original equipment manufacturer (OEM) authorizations and approvals for aircraft and rotorcraft engines, auxiliary power units, components, airframe services (including major alterations), FAA-authorized avionics capabilities, comprehensive engineering services, and custom exterior and interior design, completion, and paint.

StandardAero has been a valued tenant at the Augusta Regional Airport (AGS) since 1974, currently employing approximately 225 aerospace and support workers at their Augusta facility. They have been operating primarily out of a 130,000 square foot legacy facility owned by AGS.

Current Business Deal

StandardAero approached AGS staff a few years ago seeking to expand their footprint and business lines. After consideration of multiple sites, Augusta was selected as one of their expansion locations. They are currently in the process of completing construction of a new 83,000 square foot hangar expected to open in the Summer of 2025. The expansion of their business at AGS will create approximately 75 - 100 new high paying aerospace jobs.

In consideration of the expansion, StandardAero requested certain improvements to their legacy facility. Subsequent negotiations resulted in the Airport agreeing to a not-to-exceed dollar amount of Two Million dollars and no/100 (\$2,000,000.00) for improvements and repairs to the leased facility/premises. AGS agreed to be responsible for 75% of the total costs of the improvements and repairs, up to One Million Five Hundred Thousand dollars and no/100 (\$1,500,000.00). StandardAero agreed to reimburse AGS for 25% of the total cost of the improvements and repairs, to be paid on a monthly basis in addition to the monthly rent over the length of the current remaining lease, i.e. monthly through June 30, 2031. Reimbursement shall begin once all improvements and repairs have been completed.

The agreed improvements and repairs include:

- 1 – Hangar A
- 2 – Hangar B
- 3 – Hangar C
- 4 – Hangar D
- 5 – Engine Shop
- 6 – Overhead Doors
- 7 – Electrical Floor Box

Specifics regarding each of the improvements are identified in the lease amendment.

Additionally, AGS agreed to waive the reappraisal requirement identified in the First Amendment to the StandardAero agreement until the Second Option commences on July 1, 2031. In lieu of an appraisal and subsequent rent adjustment for the remainder of Renewal Option One (through June 30, 2031), the Parties agreed to an annual three percent (3%) rent escalator, commencing January 1, 2026.

Analysis:

The StandardAero expansion was predicated upon the willingness of the Airport and Aviation Commission to improve the condition of the legacy facility. For example, increasing the door height of the legacy facility allows for the servicing of larger newer generation aircraft. Subsequently, this will increase fuel sales and other ancillary revenues to the Airport.

Additionally, these Improvements will modernize and refresh the legacy facility, providing equivalent levels of comfort, safety, and amenities as the

new facility. These operational, aesthetic, and comfort upgrades are critical elements relative to StandardAero's ability to compete, within a competitive environment, for their core business and the recruitment and retention of employees.

Financial Impact: AGS agreed to be responsible for 75% of the total costs of the improvements and repairs, up to One Million Five Hundred Thousand dollars and no/100 (\$1,500,000.00).

Alternatives: N/A

Recommendation: Approve 2nd Amendment to the StandardAero Lease Agreement.

Funds are available in the following accounts: 551081306-5413130

REVIEWED AND APPROVED BY: N/A



Engineering Services Committee Meeting

Meeting Date: June 24, 2025

Weatherstone Townhomes

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	Weatherstone Townhomes Water and Sanitary Sewer Dedication Documents
Background:	During the development of Weatherstone Townhomes, off Gordon Highway, a water distribution system and sanitary sewer system were constructed.
Analysis:	Both systems have passed all testing and are ready to be added to Augusta's system.
Financial Impact:	Future payments for water and sanitary sewer from homes constructed in the subdivision.
Alternatives:	Disapprove the water and sanitary sewer dedication documents for Weatherstone Townhomes.
Recommendation:	Approve and accept the water and sanitary sewer dedication documents for Weatherstone Townhomes.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**STATE OF GEORGIA
COUNTY OF RICHMOND**

MAINTENANCE AGREEMENT
WEATHERSTONE TOWNHOMES
(Water Distribution System and Gravity Sanitary Sewer System)

THIS AGREEMENT, entered into this _____ day of _____, 202____, by and between CYBER DEVELOPMENT, LLC, a corporation established under the laws of the State of Georgia, hereinafter referred to as the "DEVELOPER", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as "AUGUSTA":

WITNESSETH

WHEREAS, DEVELOPER has requested that AUGUSTA accept the water distribution system and the gravity sanitary sewer system, for the subdivision known as Weatherstone Townhomes, as shown by a Deed of Dedication, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

WHEREAS, AUGUSTA has adopted a policy requiring DEVELOPER maintain those installations and systems laid or installed in the subdivision, which AUGUSTA does accept by Deed, for a period of eighteen months;

NOW, THEREFORE, in consideration of the premises, the expense previously incurred by DEVELOPER and the mutual agreement hereinafter set out, IT IS AGREED that:

1. DEVELOPER agrees that AUGUSTA will not accept any water service, water meter, sewer service, or cleanout that is located within any driveway, paved area, residential parking area or sidewalk per *Augusta-Richmond County, Georgia Minimum Standards for the Design and Construction of Water and Wastewater Systems*, which can be found on the Augusta, Georgia official website under the Utilities Department, any of the services that fall within the locations shall be relocated at the expense of the Developer, Owner, and/or the entity or person by whom the property is owned at the time the services were constructed or laid within the locations. Said relocations may include new services, as needed, and as determined by AUGUSTA. Before said services may be relocated, AUGUSTA must be notified as to whom will be relocating the services and permission must be obtained. AUGUSTA must be granted the opportunity to inspect the services relocations, before they are covered up.

2. AUGUSTA accepts the water distribution system and gravity sanitary sewer main for the subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta Commission and that

said water distribution system and gravity sanitary sewer system were duly inspected by the Augusta Utilities Department and said systems did pass said inspection.

3. DEVELOPER agrees to maintain all the installations laid or installed in said subdivisions as described in said Deed for a period of eighteen (18) months from the date of the acceptance of said Deed of Dedication by the Augusta Commission.

4. DEVELOPER agrees that, if during said eighteen-month period there is a failure of the installations laid or installed in said subdivisions described in the Deed due to failure or poor workmanship, the DEVELOPER shall be responsible for adequate maintenance and repair.

5. In the event of such failure of the improvements, AUGUSTA shall notify DEVELOPER and set forth in writing the items in need of repair. DEVELOPER shall present, within fifteen (15) business days of the date of said writing, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined by AUGUSTA.

6. If, in the event of an emergency, as determined by AUGUSTA, DEVELOPER is unable to respond in a timely manner, AUGUSTA shall be authorized to erect barricades, and/or traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem, at DEVELOPER'S expense and allow DEVELOPER time to make the needed repairs in a reasonable time, as determined by AUGUSTA.

7. In the event DEVELOPER fails to comply with the terms of this agreement and perform such repairs as indicated in paragraph (3) and/or paragraph (5) within the designated timeframe, then AUGUSTA shall proceed to have the necessary corrective work done, and DEVELOPER agrees to be responsible to AUGUSTA for payment, in full, of the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages and said payment shall be made to AUGUSTA within 30 days of receipt of invoice/bill.

8. This Agreement shall terminate eighteen (18) months after the date of the acceptance of said Deed of Dedication by the Augusta Commission.

9. In this Agreement, wherever herein the term DEVELOPER or AUGUSTA is used, the same shall be construed to include as well the heirs, executors, administrators, successors, legal representatives, and assigns of the same. The term DEVELOPER shall also be construed to mean the owner of the property at the time of the signing of this agreement.

10. This agreement shall be controlled by and construed in accordance with the laws of the State of Georgia and the venue shall be Richmond County, Georgia.

11. This agreement shall run with the land.

IN WITNESS WHEREOF, DEVELOPER has hereunto set its hand and seal and AUGUSTA has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

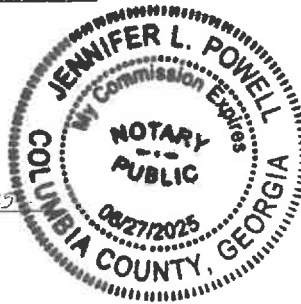
Signed, sealed and delivered in
the presence of:

Jessica J. Gregory
Witness

Jennifer L. Powell
Notary Public
State of Georgia

County of Columbia

My Commission Expires: 06/27/2025
(SEAL)



DEVELOPER:
CYBER DEVELOPMENT, LLC

By: Ronald William Powell
Ronald William Powell

As Its: Managing Member

ACCEPTED BY:

AUGUSTA, GEORGIA

Witness

Notary Public
State of Georgia, County of _____

My Commission Expires: _____

By: _____
Garnett L. Johnson
As Its Mayor

Attest: _____
Lena Bonner
As Its Clerk of Commission

(SEAL)

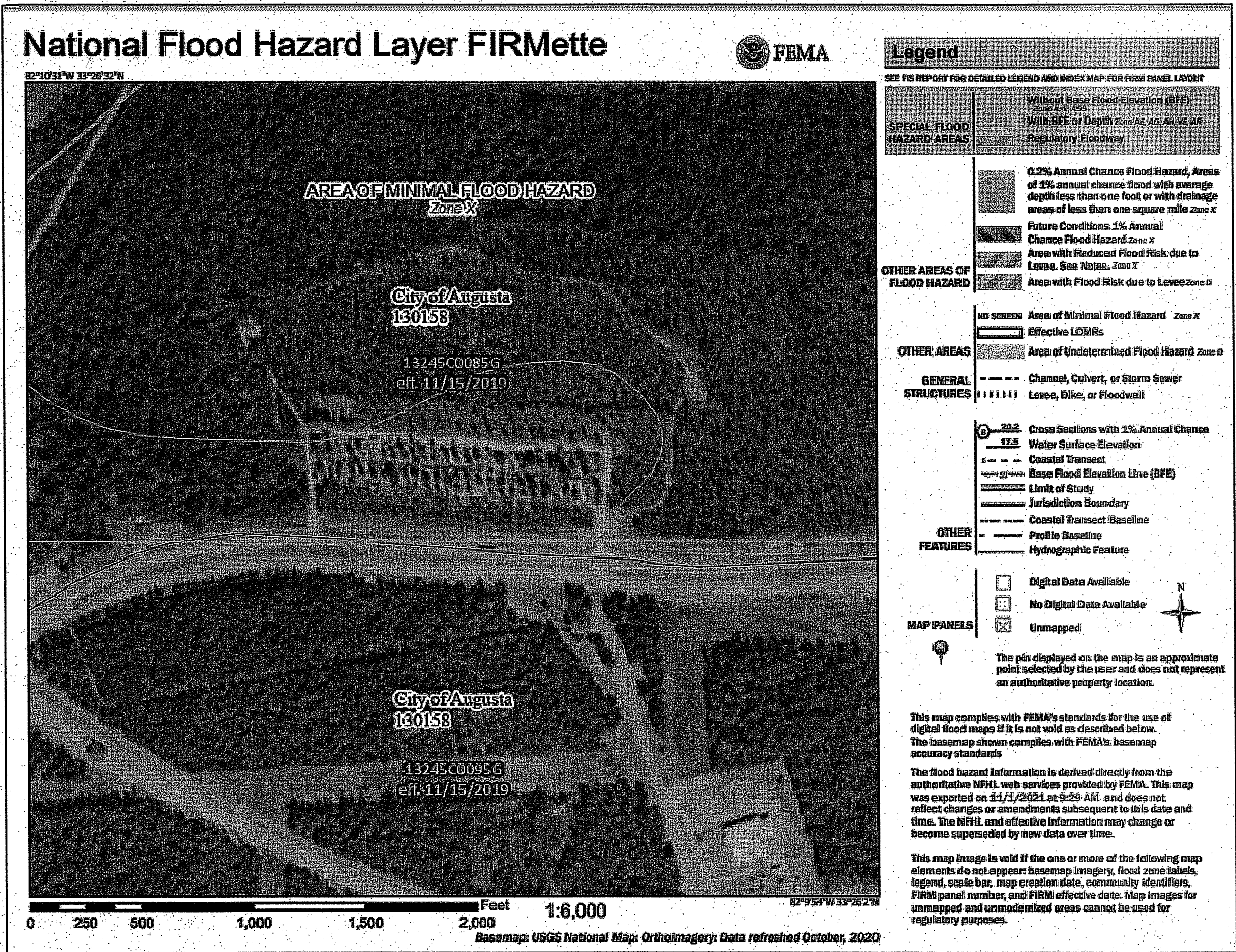
Hattie Holmes Surveyed
Clerk of Superior Court, Augusta-Richmond County, GA

EASEMENT CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C30	130.00'	26.50'	11°40'43"	S32°19'05"E	26.45'
C31	130.00'	71.83'	31°39'33"	S20°01'08"W	70.92'
C32	130.00'	27.99'	12°20'03"	S42°00'54"W	27.93'
C35	85.00'	20.93'	14°06'29"	N04°23'12"W	20.88'

EASEMENT LINE TABLE					
LINE	BEARING	LENGTH			
E30	S85°48'40"E	25.13'			
E31	N85°48'40"E	180.68'			
E32	S00°04'57"E	20.00'			
E33	S89°55'03"W	161.43'			
E34	N85°48'40"W	25.67'			
E35	N04°11'20"E	20.00'			
E36	N04°11'20"E	42.28'			
E37	N04°11'20"E	43.63'			
E38	N72°11'15"W	174.27'			
E39	N04°11'20"E	136.91'			
E40	N85°48'40"W	26.67'			
E41	N04°11'20"E	20.00'			
E42	S85°48'40"E	46.67'			
E43	S04°11'20"W	136.09'			
E44	S72°11'15"E	154.14'			
E45	S04°11'20"W	20.13'			
E46	S04°11'20"W	15.00'			
E47	S85°48'40"E	198.00'			
E48	S04°11'20"W	20.00'			
E49	N85°48'40"W	198.00'			
E50	N04°11'20"E	20.00'			
E51	S16°50'47"E	60.23'			
E52	S26°04'46"W	108.93'			
E53	N63°55'14"W	27.00'			
E54	N26°04'46"E	102.07'			
E55	N16°50'47"W	154.13'			
E56	S26°28'44"E	77.36'			
E57	N16°50'47"W	11.45'			
E58	N58°29'43"E	166.71'			
E59	N14°48'23"E	51.91'			
E60	S75°11'37"E	20.00'			
E61	S14°48'23"W	58.93'			
E62	S65°29'43"W	86.96'			
E63	N26°28'44"W	1.12'			
E64	S63°31'16"W	89.11'			
E65	S78°55'06"W	82.79'			
E66	N11°04'54"W	20.00'			
E67	N78°55'06"E	92.80'			
E68	S85°23'41"E	12.73'			
E69	S04°11'20"W	212.00'			
E70	S85°48'40"E	20.00'			
E71	N04°11'24"E	96.00'			
E72	S85°48'40"E	244.71'			
E73	N04°11'20"E	20.00'			
E74	N85°48'40"W	244.71'			
E75	N04°11'16"E	96.00'			
E76	N85°48'40"W	20.00'			
E77	N85°48'40"W	4.24'			
E78	N85°48'40"W	20.00'			
E79	N03°38'28"E	72.22'			
E80	S85°21'32"E	20.00'			
E81	N03°38'28"E	72.41'			
E82	S85°48'40"E	10.00'			
E83	N04°11'20"E	99.43'			
E84	N41°23'22"E	74.97'			
E85	S85°28'56"E	20.30'			
E86	S41°23'22"W	71.73'			
E87	S04°11'20"W	92.70'			
E88	N85°48'40"W	20.00'			
E89	S04°11'20"W	20.00'			
E90	N85°48'40"W	110.48'			
E91	N04°11'20"E	20.00'			
E92	S85°48'40"E	110.47'			
E93	S04°11'20"W	123.50'			
E94	N85°48'40"W	35.00'			
E95	S04°11'20"W	20.00'			
E96	S85°48'40"E	35.00'			
E97	N04°11'20"E	20.00'			
E98	S04°11'20"W	255.63'			
E99	N85°48'40"W	35.50'			
E100	S04°11'59"W	20.00'			
E101	S85°48'01"E	35.50'			
E102	N04°11'20"E	20.00'			
E103	S04°11'20"W	57.67'			
E104	N16°17'08"E	54.85'			
E105	S85°33'11"E	208.85'			
E106	S04°11'20"W	24.43'			
E107	S10°58'59"W	176.58'			
E108	S04°11'53"W	214.99'			
E109	S85°48'07"E	20.00'			
E110	N04°11'53"E	213.81'			
E111	N10°58'59"E	177.76'			
E112	N04°11'20"E	25.64'			
E113	S86°08'07"E	177.07'			
E114	S04°11'20"W	186.53'			
E115	S85°48'40"E	20.00'			
E116	N04°11'20"E	186.53'			
E117	N04°11'20"E	396.28'			
E118	N40°48'40"W	101.42'			
E119	N10°24'07"W	79.27'			
E120	S78°35'53"W	20.00'			
E121	S10°24'07"E	84.70'			
E122	S40°48'57"E	88.62'			
E123	S04°11'20"W	26.59'			
E124	S89°55'03"W	63.58'			
E125	N68°56'59"E	90.14'			
E126	S04°11'20"W	341.23'			
E127	N86°08'07"W	187.07'			
E128	N85°34'30"W	242.44'			
E129	S04°11'20"W	20.00'			
E130	S85°48'40"E	3.15'			
E131	S16°17'06"W	15.04'			
E132	S04°11'20"W	42.14'			
E133	N04°11'20"E	17.00'			
E134	N04°11'20"E	20.00'			
E135	S85°48'40"E	128.48'			
E136	S04°11'20"W	20.00'			
E137	N85°48'40"W	128.48'			
E138	S89°57'11"E	20.00'			
E139	S00°06'56"E	78.23'			
E140	N89°57'11"W	20.00'			
E141	S00°06'56"E	78.23'			

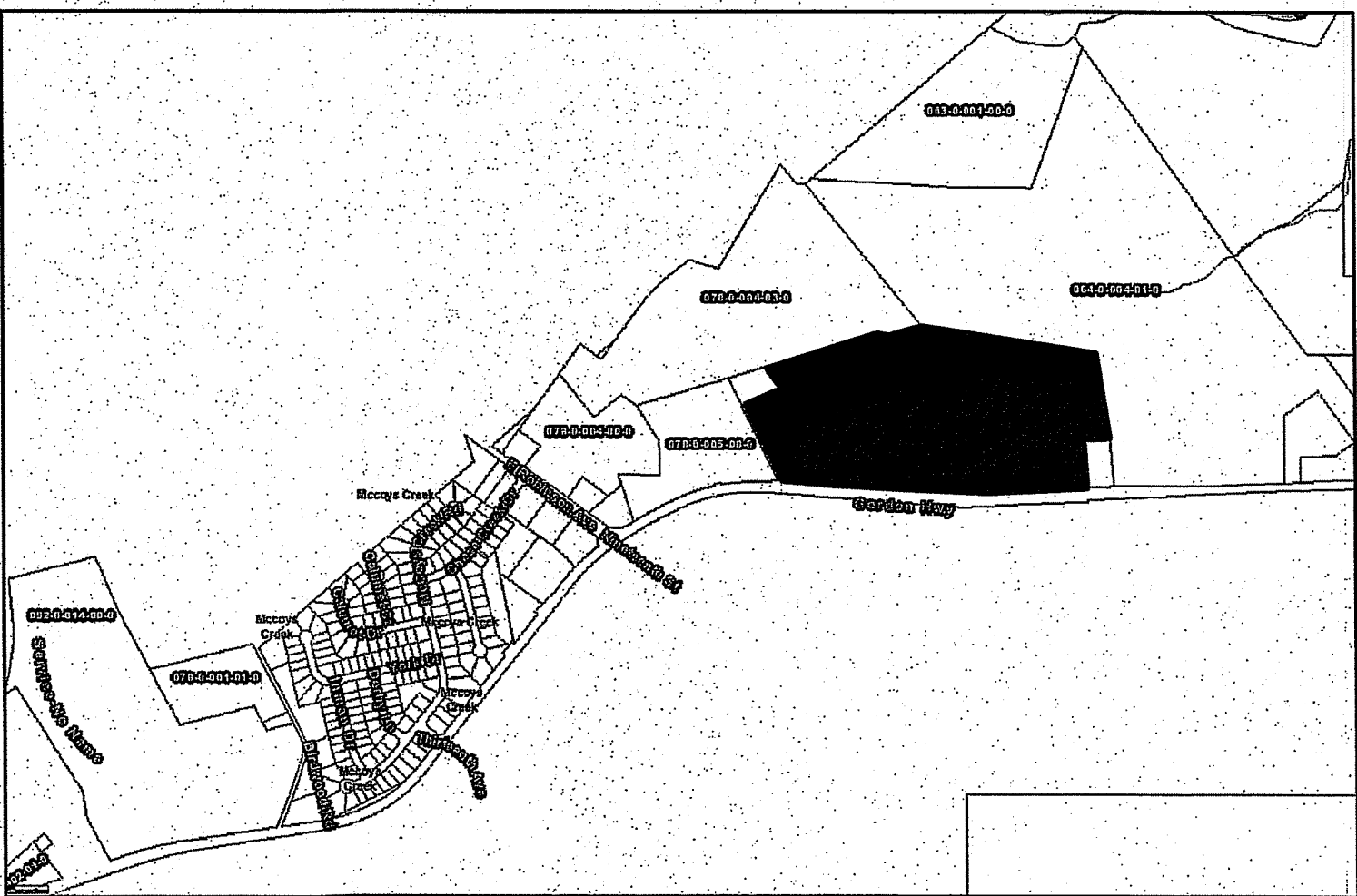
- NOTES:
1. A 5' EASEMENT IS RESERVED ON ALL FRONT AND A 10' EASEMENT IS RESERVED ON ALL REAR LOT LINES FOR DRAINAGE AND UTILITIES UNLESS OTHERWISE SHOWN.
 2. THERE ARE GENERAL EASEMENTS SHOWN OVER DRAINAGE SWALES TRAVERSING LOTS FOR THE ACCOMMODATION OF STORM WATER FLOW TO DRAINAGE STRUCTURES. THESE EASEMENTS ARE FOR THE MAINTENANCE OF THE SWALES. THEY SHALL REMAIN WITH THE PROPERTY OWNERS. PROPERTY OWNERS SHALL NOT OBSTRUCT ANY DRAINAGE SWALES.
 3. THE CITY OF AUGUSTA WILL NOT BE RESPONSIBLE FOR ANY STORM DRAINAGE EASEMENTS OUTSIDE OF THE R/W.
 4. NO. 5 REBAR SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE SHOWN.
 5. THIS SURVEY WAS PERFORMED WITH A 5" THEODOLITE, E.D.M. AND A 200' STEEL TAPE ON 7/15/24.
 6. THIS SURVEY HAS A FIELD CLOSURE THAT EXCEEDS 1 PART IN 10,000. 5" PER ANGLE. COMPASS RULE ADJUSTED.
 7. PLAT CLOSURE: 1 PART IN 615,676.
 8. MINIMUM LENGTH OF FENCE AT PROPERTY CORNERS WILL BE 18".
 9. THIS PROPERTY IS NOT WITHIN A DESIGNATED 100 YEAR FLOOD PLAIN ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP PANEL No. 13245C0085G, DATED 11/15/19.
 10. DRAINAGE AND UTILITY EASEMENT RESERVED OVER ALL PONDS AND WILL BE DEEDED TO THE HOME OWNERS ASSOCIATION.

THE HOME OWNER'S ASSOCIATION IS RESPONSIBLE FOR MAINTENANCE OF THE GUEST PARKING AREA ON THE PRIVATE DRIVE AND THE DETENTIONS PONDS.



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REVISIONS	
DATE	COMMENTS
9/12/24	PER COUNTY COMMENTS
10/28/24	TO ADJUST PARCEL AREAS
11/21/24	TO ADD UTILITY NOTE
1/2/25	PER COUNTY COMMENTS



APPROVED FINAL PLAT
(Not valid until signed)
AUGUSTA-RICHMOND COUNTY PLANNING COMMISSION
Date Approved: January 6, 2025
Chairman: Hattie Holmes
Secretary: S. Director Carla Delaney

APPROVED FINAL PLAT
(Not valid until signed)
AUGUSTA COMMISSION
Date Approved: 1/6/2025
Chairman: Hattie Holmes
Clerk/Commissioner: S. Director Carla Delaney

PROJECT DATA	
DEVELOPER/OWNER: CYBER DEVELOPMENT, LLC C/O ROBIN POWELL 2516 LOUISVILLE RD APRIL, GA 30602 (706) 361-5040 EMAIL: RWP@POWELL1@HOTMAIL.COM	
PRESIDENT ZONING	R-1E
PARCEL AREA	30.54 ACRES
ST. ADDRESS	2933 GORDON HWY AUGUSTA, GEORGIA 30909
TAX MAP PARCEL:	078-0-215-00-0
TOWNHOMES:	199 LOTS/UNITS
DENSITY:	7.9 LOTS/AC
OPEN SPACE:	9.42 AC
MAX. BUILDING HEIGHT:	2-1/2 STORIES OR 45 FT.
SETBACKS:	FRONT= 15 FT. (MIN) SIDE= 5 FT. (END UNITS) REAR= 15 FT. (MIN)
DESIGN ENGINEER: JAMES G. SWIFT & ASSOCIATES C/O G.F. "BO" SLAUGHTER 1206 INTERSTATE PARKWAY AUGUSTA, GA 30909 706-868-8803 EMAIL: BO@JGSwift.COM	
SURVEYOR: JAMES G. SWIFT & ASSOCIATES C/O G.F. "BO" SLAUGHTER 1206 INTERSTATE PARKWAY AUGUSTA, GA 30909 706-868-8803 EMAIL: BO@JGSwift.COM	

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 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 technical standards for property 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.

SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER AS TO INTENDED USE OF ANY PARCEL. THE REGISTERED LAND SURVEYOR FURTHER CERTIFIES THAT THIS MAP, PLAT, OR PLAN COMPLIES WITH THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE GEORGIA SUPERIOR COURT CLERK'S COOPERATIVE AUTHORITY. THE APPROVAL SIGNATURE(S) ABOVE WERE NOT IN PLACE WHEN THIS SURVEY WAS ISSUED, AND ARE TO BE PROPERLY OBTAINED PRIOR TO RECORDING.

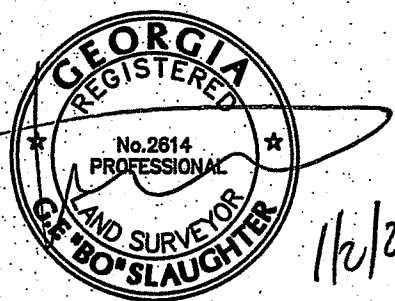
G.F. "BO" SLAUGHTER GEORGIA REGISTERED LAND SURVEYOR 2614
PARTICIPANT I.D. 4158728943

SURVEYORS CERTIFICATION
AS REQUIRED BY SUBSECTION (c) SECTION 15-6-67, THE REGISTERED LAND SURVEYOR HEREBY CERTIFIES THAT THIS MAP, PLAT, OR PLAN HAS BEEN APPROVED FOR FILING IN THE WRITING BY ANY AND ALL APPLICABLE MUNICIPAL-COUNTY PLANNING COMMISSIONS OR MUNICIPAL OR COUNTY GOVERNING AUTHORITIES OR THAT SUCH GOVERNMENTAL BODIES HAVE AFFIRMED IN WRITING THAT APPROVAL IS NOT REQUIRED.

G.F. "BO" SLAUGHTER GEORGIA REGISTERED LAND SURVEYOR 2614

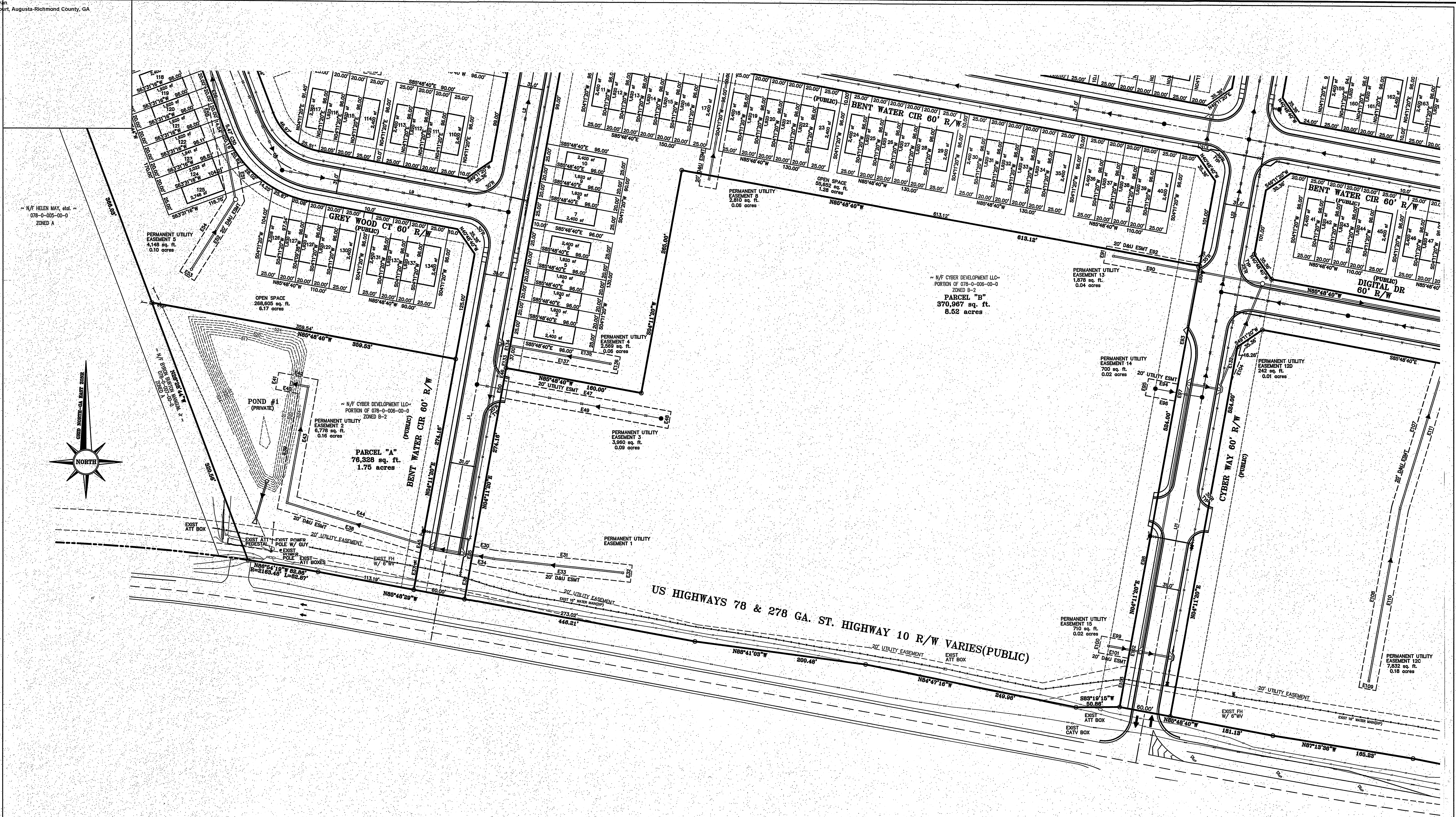
NOTES:
THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEY IN GEORGIA AS SET FORTH IN CHAPTER 190-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

FINAL PLAT FOR
WEATHERSTONE TOWNHOMES
PROPERTY LOCATED AT 2933 GORDON HIGHWAY
AUGUSTA, GEORGIA
JULY 16, 2024



SCALE: 1" = 50'
50' 0 50'

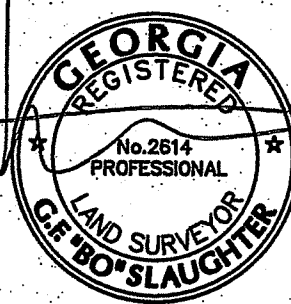
PREPARED BY:
JAMES G. SWIFT & ASSOCIATES
CONSULTING ENGINEERS
1206 INTERSTATE PARKWAY - AUGUSTA, GA - 30909
Phone: (706) 868-8803 Fax: (706) 868-8464
19-385-019L



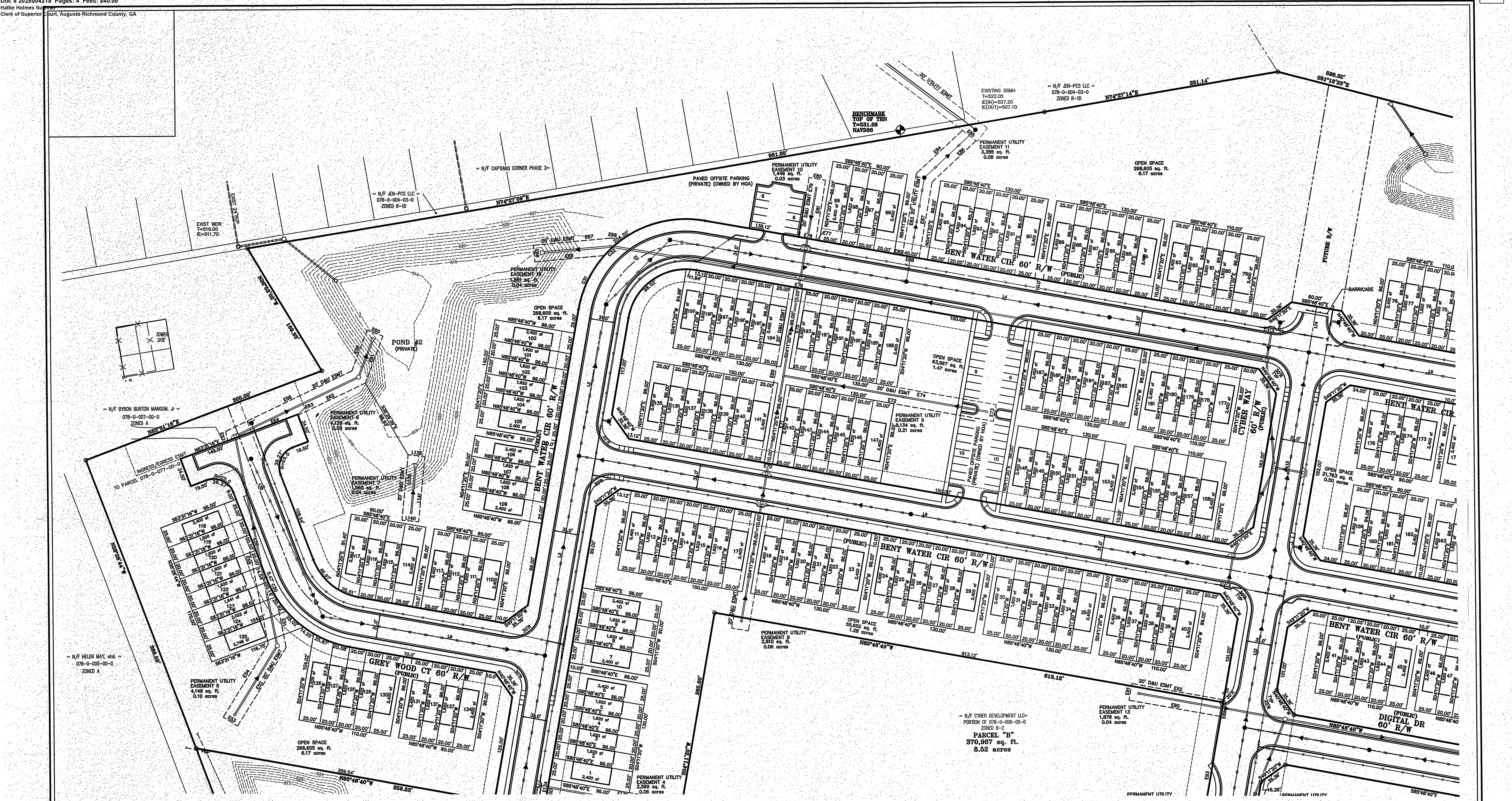
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REVISIONS	
DATE	COMMENTS
9/12/24	PER COUNTY COMMENTS
10/28/24	TO ADJUST PARCEL AREAS
11/21/24	TO ADD UTILITY NOTE
1/2/25	PER COUNTY COMMENTS

FINAL PLAT
FOR
WEATHERSTONE TOWNHOMES
PROPERTY LOCATED AT 2933 GORDON HIGHWAY
AUGUSTA, GEORGIA
JULY 15, 2024



SCALE: 1" = 50'
50' 0 50'
PREPARED BY:
JAMES G. SWIFT & ASSOCIATES
CONSULTING ENGINEERS
1206 INTERSTATE PARKWAY - AUGUSTA, GA. - 30909
Phone: (706) 868-8803 Fax: (706) 868-5464
19-385-OVERALL



Augusta Utilities Department (AUD) will not accept any water service, water meters, sewer service, or cleanouts (the services) that are located within any driveway, paved area, residential parking area or sidewalk (the locations). Per Augusta-Richmond County, Georgia Minimum Standards for the Design and Construction of Water and Wastewater Systems, which can be found on the Augusta, GA official website under the Utilities Department, any of the services that fall within the locations shall be relocated at the expense of the Developer. Owner, and/or the entity or person by whom the property is owned at the time the services were constructed or laid within the locations. Once the plat is approved by all departments, accepted by the commission, and recorded you will need to provide Sandy Tyler at 452 Walker Street, Suite 200 on the second floor a copy of that signed plat. AUD will not start the process of the deed of dedications to accept the water and sewer that are proposed to be given to the county until that recorded plat is provided to AUD. Failure to do so will result in AUD not accepting the proposed water and sewer lines into our system and those lines will remain private, and meters will not be released for home construction until the deeds of dedications are accepted by the commission. The warranty of those lines also hinges on the approval of the deeds of dedication by the commission and at that point the warranty will begin.

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WEATHERSTONE TOWNHOMES

PROPERTY LOCATED AT 2933 GORDON HIGHWAY

AUGUSTA, GEORGIA

JANUARY 4, 2022

SCALE: 1" = 50'



PREPARED BY:

JAMES G. SWIFT & ASSOCIATES

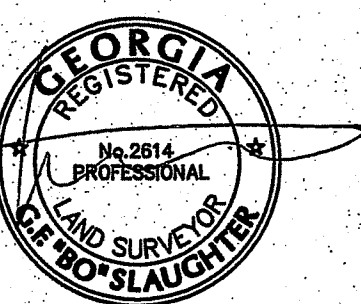
CONSULTING ENGINEERS

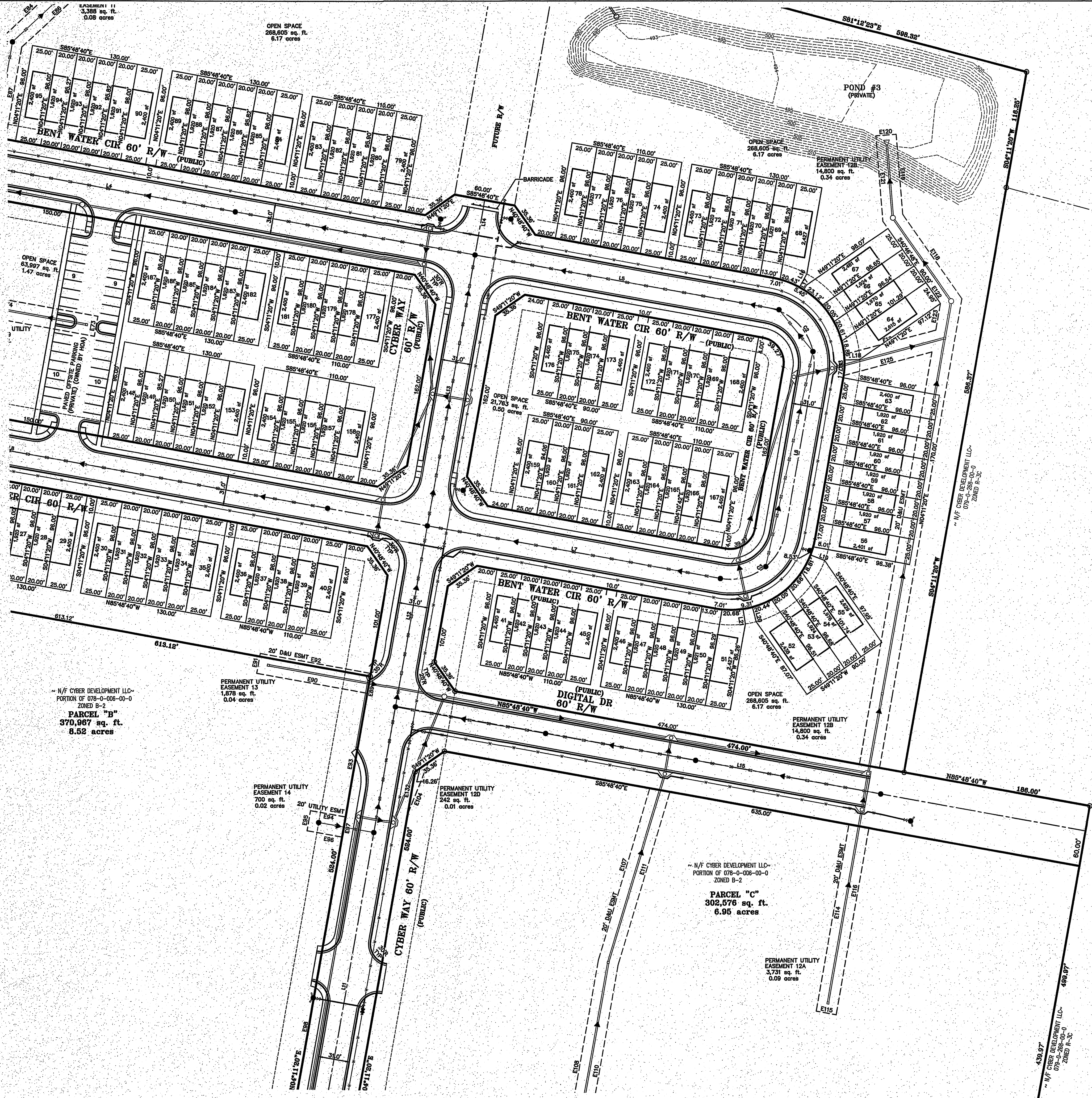
1206 INTERSTATE PARKWAY - AUGUSTA, GA - 30909

Phone: (706) 868-8803 Fax: (706) 868-5464

19-385-00PL

SHEET 3





Augusta Utilities Department (AUD) will not accept any water service, water meters, sewer service, or cleanouts (the services) that are located within any driveway, paved area, residential parking area or sidewalk (the locations). Per Augusta-Richmond County, Georgia Minimum Standards for the Design and Construction of Water and Wastewater Systems, which can be found on the Augusta, GA official website under the Utilities Department, any of the services that fall within the locations shall be relocated at the expense of the Developer, Owner, and/or the entity or person by whom the property is owned at the time the services were constructed or laid within the locations. Once the plat is approved by all departments, accepted by the commission, and recorded you will need to provide Sandy Tyler at 452 Walker Street Suite 200 on the second floor a copy of that signed plat. AUD will not start the process of the deed of dedications to accept the water and sewer that are proposed to be given to the county until that recorded plat is provided to AUD. Failure to do so will result in AUD not accepting the proposed water and sewer lines into our system and those lines will remain private, and meters will not be released for home construction until the deeds of dedications are accepted by the commission. The warranty of those lines also hinges on the approval of the deeds of dedication by the commission and at that point the warranty will begin.

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FINAL PLAT
FOR
WEATHERSTONE TOWNHOMES
PROPERTY LOCATED AT 2833 GORDON HIGHWAY
AUGUSTA, GEORGIA
JANUARY 4, 2022
SCALE: 1" = 50'
50' 0 50'
PREPARED BY:
JAMES G. SWIFT & ASSOCIATES
CONSULTING ENGINEERS
1206 INTERSTATE PARKWAY - AUGUSTA, GA. - 30909
Phone: (706) 868-8803 Fax: (706) 868-5464
19-385-OVERALL

SHEET 4

**STATE OF GEORGIA
COUNTY OF RICHMOND**

**EASEMENT DEED OF DEDICATION
Water Main and Gravity Sanitary Sewer
Public Streets (May be dedicated at a later date.)
WEATHERSTONE TOWNHOMES**

In this agreement, wherever herein CYBER, HORTON or AUGUSTA is used, the same shall be construed to include as well the heirs, executors, administrators, successors, representatives and assigns of the same.

WHEREAS **CYBER DEVELOPMENT, LLC**, a corporation established under the laws of the State of Georgia, hereinafter known as “CYBER”, owns tracts of land in Richmond County, Georgia, presently known as 1044 Bent Water Circle (PIN 078-0-215-00-0), 350 Digital Drive (PIN 079-0-268-00-0) and 2933 Gordon Highway (PIN 078-0-006-00-0), on which CYBER has laid out a housing subdivision known as Weatherstone Townhomes, and for which it has constructed a water main and gravity sanitary sewer; and

WHEREAS, **D. R. HORTON, INC.**, a corporation established under the laws of the State of Delaware, hereinafter referred to as “HORTON”, joins in this Deed of Dedication as owner of certain lots within the Subdivision; and

WHEREAS it is the desire of CYBER and HORTON, to deed the water main, to **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia acting by and through the Augusta Commission. hereinafter known as “AUGUSTA”, for maintenance and control; and

WHEREAS a final plat for the above referenced subdivision has been prepared by James G. Swift & Associates and is dated as follows – Page 1 on July 16, 2024, Page 2 on July 15, 2024, and Pages 3 and 4 on January 4, 2022. Said plat was approved by the Augusta-Richmond County Planning Commission on January 6, 2025, 2024, approved by the Augusta Commission on February 6, 2025, and filed in Realty Records section of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Book 20, Pages 99-102. Reference is hereby made to the aforesaid plat for a more complete and accurate description as to the land herein described; and

WHEREAS AUGUSTA, by and through the Augusta Commission, has consented and agreed to accept and maintain said water main and gravity sanitary sewer; and

WHEREAS CYBER and HORTON have agreed that AUGUSTA will not accept any water service, water meter, sewer service, or cleanout that is located within any driveway, paved area, residential parking area or sidewalk per *Augusta-Richmond County, Georgia Minimum Standards for the Design and Construction of Water and Wastewater Systems*, which can be found on the Augusta, Georgia official website under the Utilities Department, any of the services that fall within the locations shall be relocated at the expense of the Developer, Owner, and/or the entity or person by whom the property is owned at the time the services were constructed or laid within the locations. Said relocations may include new services, as needed, and as determined by AUGUSTA. Before said services may be relocated, AUGUSTA must be notified as to whom will be relocating the services and permission must be obtained. AUGUSTA must be granted the opportunity to inspect the services relocations, before they are covered up.

NOW THEREFORE, this indenture made this _____ day of _____ 202__, between CYBER and HORTON as Grantor and AUGUSTA as Grantee,

WITNESSETH:

That CYBER and HORTON, their successors, assigns and legal representatives, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, to it in hand well and truly paid by AUGUSTA, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged and for the further consideration of the benefits to its property by the maintenance of said water main, by AUGUSTA, has and does by these presents, grant, bargain, sell and confirm unto AUGUSTA, its successors and assigns, the following, to-wit:

Exclusive 20-foot permanent easement(s), unless a differing width is noted on aforementioned plat, in perpetuity. Said easements will be centered over the water main and gravity sanitary sewer as shown on the aforementioned plat, including those within the rights-of-way and those that are offsite.

All easements are granted together with all of the necessary rights of ingress and egress for the purpose of maintaining, expanding, repairing, adding, constructing, installing, extending, operating, replacing, laying and relaying pipelines carrying and transporting Augusta's utilities services; along with the further right to stretch communication lines, or other lines, for the use of AUGUSTA, its assigns, representatives, agents, and designees, upon or under said land, within said easement, with the necessary cables, wires, apparatus, fixtures and appliances; and with the right to assign this easement in whole or in part; and

CYBER and HORTON also grant AUGUSTA the right, but not the duty, to clear and keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the right of free ingress and egress to and from said permanent easement for this purpose and any other purpose granted within this document.

CYBER and HORTON agree that no trees or other vegetation that may interfere with the laying, relaying, installing, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services shall be planted on said easement(s) and that no fences (including but not limited to stone, brick or block), buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon.

TO HAVE AND TO HOLD said water main and gravity sanitary sewer, together with all and singular, the rights, members, appurtenances thereof to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of AUGUSTA, its successors and assigns forever.

AND CYBER and HORTON, their successors, assigns and legal representatives will warrant and defend the right and title to the above described property, to AUGUSTA, its successors and assigns, against all claims of all persons whosoever.

IN WITNESS WHEREOF, CYBER and HORTON have hereunto set their hands and affixed their seals the day and year first above written.

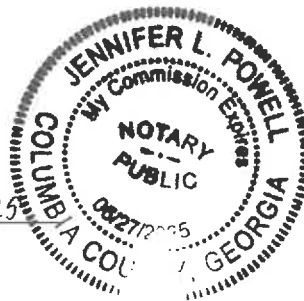
Jessie J. Galloway
Witness

Jennifer L. Powell
Notary Public

State of Georgia

County of Columbia

My Commission Expires: 06/27/2025
(SEAL)



CYBER DEVELOPMENT, LLC

By: Ronald W. Powell
Ronald William Powell

As Its: Managing Member

Jessica Maloney
Witness

D. R. HORTON, INC.,
a Delaware corporation

By: Shamy Maher

Printed Name: Shamy Maher

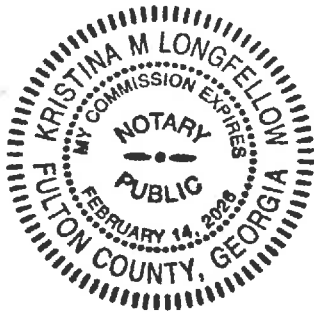
As Its: Vice President

Kristina M Longfellow
Notary Public

State of Georgia, County of Fulton

My Commission Expires 2-14-2026

(Notary Seal)



Attest: Nikki Gordon

Printed Name: Nikki Gordon

As Its: Assistant Secretary

(SEAL)



ACCEPTED:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

(Notary Seal)



Engineering Services Committee Meeting

Meeting Date: June 26, 2025

TIA Broad Street Improvements project – Construction Schedule Discussion

File Reference: 25-014 (A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik
Caption:	Update- April 29, 2025 Augusta Commission discussed TIA Broad Street Improvements Project and requested exploring the project construction schedule acceleration by implementing two-shifts (day & night) construction schedule for business corridor segment./ AE
Background:	TIA Broad Street Improvements construction is in progress. Current schedule is day-shift schedule. Business corridor (between 15 th Street & Gordon Hwy) construction completion tentative schedule is October 27, 2028.
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Update- April 29, 2025 Augusta Commission discussed TIA Broad Street Improvements Project and requested exploring the project construction schedule acceleration by implementing two-shifts (day & night) construction schedule for business corridor segment./ AE
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	HM/sr



Engineering Services Committee Meeting

Meeting Date: June 26, 2025

Hurricane Helene Debris Removal Services- Supplement Funding – Waterways Debris Removal RFP: 24-915

File Reference: 25-014 (A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik
Caption:	Approve supplement funding in amount not to exceed \$10,000,000.00 for Hurricane Helene Waterways Debris Removal Services with CERES Environmental Services (CERES). Also approve use of General Fund fund-balance to fund these services. Services expenses are reimbursable by NRCS. AE/ 24-915
Background:	Ceres is under contract with Augusta, Georgia to provide Hurricane Helene debris removal services. Services are acquired under RFP 24-195 and in compliance with applicable federal rules & requirements. Hurricane strength winds caused significant trees and infrastructure damage, both to roadway right of way and area waterways (Streams). Augusta Engineering completed Augusta area streams damaged assessment survey and report (DSR). DSRs were submitted to NRCS for review and approval per NRCS eligibility criteria. NRCS determination is complete. Accordingly, NRCS allocated funds to eligible segments debris removal and in process of completing Notice of Authorization (NOA) that is needed to commence waterways debris removal.
Analysis:	Waterways (Streams) debris removal federal assistance is under jurisdiction of USDA-NRCS (NRCS). To receive such assistance, NRCS prior approval and work authorization is required. Augusta Engineering coordinated with NRCS and submitted waterways damages survey reports (DSRs) for review and determination of federal assistance eligible segments. NRCS determination is complete and NRCS allocated funds to eligible segments debris removal. Presently NRCS is completing Notice of Authorization (NOA). Augusta Commission approval of this request is needed so CERES can mobilized promptly once NOA is received.

Financial Impact:	Funds – General Fund fund-balance. It is reimbursable expense. NRCS allocated \$10,000,000.00 funds for Augusta’s waterways debris removal from eligible segments. NRCS approved budget SF424C NRCS NOAs attached.
Alternatives:	N/A
Recommendation:	Approve supplement funding in amount not to exceed \$10,000,000.00 for Hurricane Helene Waterways Debris Removal Services with CERES Environmental Services (CERES). Also approve use of General Fund fund-balance to fund these services. Services expenses are reimbursable by NRCS. AE/ 24-915.
Funds are available in the following accounts:	(\$10,000,000) General funds-funds balance (Reimbursable by NRCS)
<u>REVIEWED AND APPROVED BY:</u>	HM/sr





NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR254310XXXXC008	2. Amendment Number	3. Award /Project Period Date of NRCS signature - 09/27/2025	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address) Natural Resources Conservation Service 355 East Hancock Avenue, Stop Number 200 Athens, GA 30601		6. Recipient Organization (Name and Address) AUGUSTA-RICHMOND COUNTY GOVERNMENT TIMOTHY SCHROER AUGUSTA GA 30901-4443 UEI Number / DUNS Number: ZH93N1J4TBE8 / 073438418 EIN:	
7. NRCS Program Contact Name: NICHOLAS KERNIC Phone: (767) 772-0237 Email: Nicholas.Kernic@usda.gov	8. NRCS Administrative Contact Name: MOIRA SANFORD Phone: (614) 255-2495 Email: moira.sanford@usda.gov	9. Recipient Program Contact Name: Hameed Malik Phone: (706) 796-5068 Email: hmalik@augustaga.gov	10. Recipient Administrative Contact Name: Hameed Malik Phone: (706) 796-5068 Email: hmalik@augustaga.gov
11. CFDA 10.923	12. Authority 33 U.S.C. 701b-1	13. Type of Action New Agreement	14. Program Director Name: Hameed Malik Phone: (706) 796-5068 Email: hmalik@augustaga.gov
15. Project Title/ Description: Damage Survey Report 13-12-24-5042-001 debris removal in Richmond County, GA, due to Hurricane Helene, 6000034194			
16. Entity Type: B = County Government			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal		<input type="checkbox"/> Non-Federal
Original funds total	\$1,317,106.13		\$0.00
Additional funds total	\$0.00		\$0.00
Grand total	\$1,317,106.13		\$0.00
18. Approved Budget			

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$1,225,215.00	Other	\$91,891.13
Total Direct Cost	\$1,317,106.13	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$0.00
		Total Federal Funds Awarded	\$1,317,106.13
		Total Approved Budget	\$1,317,106.13

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative Terrance Rudolph State Conservationist	Signature TERRANCE RUDOLPH Digitally signed by TERRANCE RUDOLPH Date: 2025.04.28 15:39:28 -04'00'	Date
Name and Title of Authorized Recipient Representative Dr. Hameed Malik Director of Engineering & Environmental Services	Signature 	Date 

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide technical and financial assistance to Augusta-Richmond County Government, hereinafter referred to as the "Sponsor", for EWP Project #5042-001 in Richmond County, Georgia for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

Objectives

The design and installation of EWP measures as detailed in the individual Damage Survey Reports (DSR) and described here:

- DSR 13-12-24-5042-001– Clearing and Snagging- Sponsor A/E design- Augusta-Richmond County, Georgia

Budget Narrative

The official budget described in this Budget Narrative will be considered the total budget as last approved by the Federal awarding agency for this award.

Amounts included in this budget narrative are estimates. Reimbursement will be based on actual expenditures, not to exceed the amount obligated.

Total Estimated Project Budget: \$1,317,106.13

The budget includes:

Financial Assistance (FA) Costs:

Construction Costs (100% NRCS \$1,225,215.00 + 0% Sponsor \$0): \$1,225,215.00

Technical Assistance (TA) Costs:

100% NRCS (7.5% of total construction cost): \$91,891.13

1. NRCS pays up to 100 percent of eligible construction costs and Sponsor pays 0 percent of construction costs. NRCS will contribute up to 7.5 percent of the total construction cost for contract administration and construction management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work

2. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.

3. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.

4. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include

a. engineering costs include, but not limited to, developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality assurance/inspection plan and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.

b. contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, verifying invoices and record keeping.

5. The Sponsor will not be required to contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions.

SPONSOR RESPONSIBILITIES

If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

1. Perform the work and produce the deliverables as outlined in this Statement of Work.
2. Comply with the applicable version of the General Terms and Conditions.
3. Accomplish construction of the EWP project measures by contracting, in-kind construction services, or a combination of both.
4. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.
5. Acquire adequate real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.
6. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.
7. Provide the agreed-to portion of the actual, eligible and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs consist of costs from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.
8. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.
9. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for TA and one for FA, requiring this separation.
10. The contracts for design services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.
11. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of Operations shall be concurred in by NRCS at the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.
12. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:
 - a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.
 - b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.
 - c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
 - d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.
13. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

14. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.
15. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution.
16. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Program/Technical Contact. Provide NRCS Program/Technical Contact progress reports as necessary and agreed to. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.
17. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.
18. If applicable, provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact.
19. For payment requests, provide a completed "Request for Advance or Reimbursement" (form SF-270) with all documentation to support the request to the NRCS Program/Technical Contact. Payments will be withheld until all required documentation is submitted and complete.
20. Ensure that information in the System for Award Management (SAM) is current and accurate until the final Federal Financial Report (form SF-425) under this award or final payment is received, whichever is later. Payments will not be processed during the time the SAM registration is expired. Processing will only occur when the SAM registration is active.
21. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.
22. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.
23. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.
24. Submit reports to the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to FPAC.BC.GAD@usda.gov as outlined in the applicable version of the General Terms and Conditions. For payments ezFedGrants does not have a process for construction line items. Reporting frequency is as follows:

Performance reports: Quarterly

SF425 Financial Reports: Quarterly

NRCS RESPONSIBILITIES

1. Assist Sponsor in establishing design parameters; determine eligible construction costs during the pre-design conference.

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2. If applicable designate a Government Representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.

3. Review, comment and concur in preliminary and final plans, specifications, O&M Plan, Plan of Operations (if required) and QAP.

4. Make periodic site visits during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.

5. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.

6. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

SPECIAL PROVISIONS

1. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.

2. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.

3. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.

4. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract.

5. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.

6. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

Expected Accomplishments and Deliverables

1. If applicable, prepare, design, construction specifications, and drawings in accordance with standard engineering principles that comply with NRCS programmatic requirements; and/or contract/install the designed construction. Any design services will be by a professional registered engineer. Sponsor will obtain NRCS review and concurrence on the design, construction plans, and specifications. The Sponsor must ensure description of work is reviewed, concurred, and approved by NRCS. A copy of the final signed and sealed plans and specifications shall be provided to NRCS. Debris removal activities do not require a professional registered engineer for design, construction plans and specifications unless required by state or local government.

2. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.327, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.327, contracts

must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under Federal program legislation.

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3. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the EWP project measures. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.

4. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&M.

5. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.

6. Provide construction inspection in accordance with the QAP.

7. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a certification that the Project was installed in accordance with approved plans and specifications.

Resources Required

See the Responsibilities of the Parties section for required resources, if applicable.

Milestones

Milestones shall include, but not limited to, the following items:

1. Obtaining permits: estimated month 1
2. Completing quality assurance plan: estimated month 1
3. Solicit bids: estimated month 1
4. Award contract: estimated month 2
5. Date of estimated completion of construction: September 27th, 2025
6. Complete close-out activities

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:
<https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html>



U.S. Department of Agriculture
Natural Resources Conservation Service


NRCS-A Item 9.

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR254310XXXXC009	2. Amendment Number	3. Award /Project Period NRCS signature - 11/01/2025	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address) Natural Resources Conservation Service 355 East Hancock Avenue, Stop Number 200 Athens, GA 30601		6. Recipient Organization (Name and Address) AUGUSTA-RICHMOND COUNTY GOVERNMENT TIMOTHY SCHROER AUGUSTA GA 30901-4443 UEI Number / DUNS Number: ZH93N1J4TBE8 / 073438418 EIN:	
7. NRCS Program Contact Name: NICHOLAS KERNIC Phone: Email: Nicholas.Kernic@usda.gov	8. NRCS Administrative Contact Name: Lori Baker Phone: (859) 224-7360 Email: lori.baker@usda.gov	9. Recipient Program Contact Name: Hameed Malik Phone: (706) 7533-4736 Email: hmalik@augustaga.gov	10. Recipient Administrative Contact Name: Hameed Malik Phone: (706) 7533-4736 Email: hmalik@augustaga.gov
11. CFDA 10.923	12. Authority 33 U.S.C. 701b-1	13. Type of Action New Agreement	14. Program Director Name: Hameed Malik Phone: (706) 7533-4736 Email: hmalik@augustaga.gov
15. Project Title/ Description: EWPP - Richmond Co, GA. DSR 13-12-24-5042-012. Debris removal and clearing and snagging.			
16. Entity Type: B = County Government			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal	<input type="checkbox"/> Non-Federal	
Original funds total	\$2,818,564.00	\$0.00	
Additional funds total	\$0.00	\$0.00	
Grand total	\$2,818,564.00	\$0.00	
18. Approved Budget			

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$2,621,920.00	Other	\$196,644.00
Total Direct Cost	\$2,818,564.00	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$0.00
		Total Federal Funds Awarded	\$2,818,564.00
		Total Approved Budget	\$2,818,564.00

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative TERRANCE RUDOLPH, State Conservationist	Signature	Date
Name and Title of Authorized Recipient Representative DR. HAMEED MALIK, Director	Signature 	Date 9/3/25

NONDISCRIMINATION STATEMENT

The USDA's Non-Discrimination Statement is incorporated by reference and can be accessed at the following location: <https://www.usda.gov/non-discrimination-statement>

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Statement of Work

Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS," to provide technical and financial assistance to the Augusta-Richmond County Government, hereinafter referred to as the "Sponsor," for EWP Program Project No. 5042 in Richmond County, Georgia, for implementation of recovery measures that if left undone, pose a risk to life and/or property.

Objectives

The design and installation of Emergency Watershed Protection (EWP) program measures as detailed in the individual Damage Survey Reports (DSRs) and described below.

- DSR 13-12-24-5042-012 – debris removal, clearing and snagging – Sponsor A/E design - Richmond County, GA

Budget Narrative

The official budget described below will be considered the total budget as last approved by the Federal awarding agency for this award.

Amounts included in the Budget Narrative are estimates. Reimbursement will be based on actual expenditures not to exceed the amount obligated.

Total Estimated Project Budget: \$2,818,564.00

The budget includes:

Financial Assistance (FA) Costs:

Construction Costs (100% NRCS \$2,621,920.00 + 0% Sponsor \$0.00): \$2,621,920.00

Technical Assistance (TA) Costs:

100% NRCS (7.5% of total construction cost): \$196,644.00

1. NRCS pays up to 100 percent of eligible construction costs and Sponsor pays 0 percent of construction costs. NRCS will contribute up to 7.5 percent of the total construction cost for administration and technical services. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work. Construction, administrative, and technical costs incurred prior to the sponsor and NRCS signing this agreement are ineligible and will not be reimbursed, nor will such costs qualify as Sponsor cost-share.

2. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts: one account for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately for expenses to be eligible for reimbursement.

3. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to the limits listed. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment, and materials.

4. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the limits listed. If costs are reduced, reimbursement will be reduced accordingly. These costs shall include:

- a. Engineering costs include, but are not limited to, developing a project design that includes construction drawings and specifications, an Operation and Maintenance Plan, a Quality Assurance/Inspection Plan, and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.
- b. Contract administration costs include, but are not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, and verifying invoices and record keeping.

5. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing prior to implementation.

Responsibilities of the Parties:

SPONSOR RESPONSIBILITIES

If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the General Terms and Conditions, the language in the SOW takes precedence.

1. Perform the work and produce the deliverables as outlined in this SOW.
2. Comply with the applicable version of the General Terms and Conditions.
3. Accomplish construction of the EWP program project measures by contracting, in-kind construction services, or a combination of both.
4. Ensure and certify by signing this agreement that its cost-share obligation is from a non-Federal source.
5. Acquire adequate real property rights (land and water) and acquire permits and licenses in accordance with local, State, and Federal law as necessary for the installation of EWP program project measures at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.
6. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits, and licenses needed for the project.
7. Provide the agreed-to portion of the actual, eligible, and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs are amounts from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed, nor will such costs qualify as Sponsor cost-share.
8. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR and the NRCS State Conservation Engineer's approved plans and specifications.
9. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for FA and one for TA, requiring this separation. Separate itemization of FA and TA costs are required on form "Request for Advance or Reimbursement" (form SF-270).
10. Must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract. An employee, officer, agent, and board member of the Sponsor may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.
11. When applicable, for in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed, including estimated quantities and values. The Plan of Operations shall be concurred by NRCS during the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.
12. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services.
 - a. Invoices covering actual costs of materials used in constructing the eligible EWP program project measures.
 - b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP program project measures.

- c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed constructing the eligible EWP program project measures.
- d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP program project measures. Equipment idle time is not eligible as in-kind construction services, even if on the job site, and should not be included in the equipment operating records.
13. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
14. Must secure (at its own expense) all Federal, State, and local permits and licenses, and any necessary natural resource rights required for completion of the work described in this agreement. Provide copies of all permits and licenses obtained to NRCS.
15. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs, nor do the costs qualify as a Sponsor cost-share contribution.
16. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the project as interpreted by the NRCS Program/Technical Contact for this agreement. Provide the NRCS Program/Technical Contact progress reports as agreed to and as necessary. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues, and any other relevant information.
17. Ensure that all contractors on NRCS-assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.
18. If applicable, provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact.
19. For payment requests, provide a completed "Request for Advance or Reimbursement" (form SF-270) with all documentation to support the request to the NRCS Program/Technical Contact. Payments will be withheld until all required documentation is submitted and complete.
20. Ensure that information in the System for Award Management (SAM) is current and accurate until the final Federal Financial Report (form SF-425) under this award or final payment is received, whichever is later. Payments will not be processed during the time the SAM registration is expired. Processing will only occur when the SAM registration is active.
21. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this agreement. This includes, but is not limited to, disputes, claims, protests of award, source evaluation, and litigation that may result from the project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written occurrence of NRCS on any litigation matters in which NRCS could have a financial interest.
22. Must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgements arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the EWP program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the EWP program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.
23. Retain all records dealing with the award and administration of the contract(s) for three years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the three-year period, records are to be retained until the litigation is resolved or the end of the three-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.
24. Submit reports to the ezFedGrants system or the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to FPAC.BC.GAD.@usda.gov as outlined in the applicable version of the General Terms and Conditions.

Performance Reports: Quarterly
Financial Reports (form SF-425): Quarterly

NRCS RESPONSIBILITIES

1. For sites requiring contracted engineering services, assist Sponsor in establishing design parameters. Determine eligible construction costs during the pre-design conference.
2. If applicable, designate a Government Representative to serve as liaison with the Sponsor and identify that person's contact information with this fully signed and executed agreement.
3. For sites requiring contracted engineering services, review, comment, and concur in preliminary and final plans, construction specifications, Operation and Maintenance (O&M) Plan, Plan of Operations (if required), and Quality Assurance Plan (QAP). For sites designed by NRCS, provide final plans, construction specifications, construction costs estimate, O&M Plan, and QAP to the Sponsor.
4. Make periodic site visits during the installation of the EWP program project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.
5. Upon notification of the completion of the EWP program project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.
6. Make payment to the Sponsor covering the NRCS share of the cost upon receipt and approval of form SF-270 and supporting documentation. In the event there are questions regarding the payment request package, NRCS will contact the Sponsor in a timely manner to resolve concerns.

SPECIAL PROVISIONS

1. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the EWP program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.
2. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
3. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the contracting officer or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.
4. The NRCS State Conservationist may adjust the estimated cost to NRCS set forth in this agreement for constructing the EWP program measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract.
5. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as outlined in this agreement.
6. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

Expected Accomplishments and Deliverables

1. If applicable, prepare design, construction specifications, and drawings in accordance with standard engineering

principles that comply with NRCS programmatic requirements; and/or contract/install the NRCS designed construction. Any design services will be by a professional registered engineer. Sponsor will obtain NRCS review and concurrence on the design, construction plans, and specifications. The Sponsor must ensure description of work is reviewed, concurred, and approved by NRCS. A copy of the final signed and sealed plans and specifications shall be provided to NRCS.

2. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.327, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See General Terms and Conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.327, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.

3. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, State, and local statutes and ordinances prior to solicitation for installation of the EWP program project measures. All modifications to the plans and specifications shall be reviewed and concurred in by NRCS.

4. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for operation and maintenance.

5. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP program project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.

6. Provide construction inspection in accordance with the QAP.

7. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a PE certification that the project was installed in accordance with the approved plans and specifications.

Resources Required

See the Responsibilities of the Parties section for required resources, if applicable.

Milestones

Milestones shall include, but not limited to, the following items.

1. Obtaining permits: estimated month 1
2. Completing Quality Assurance Plan: estimated month 1
3. Solicit bids: estimated month 1
4. Award contract: estimated month 2
5. Date of estimated completion of construction: 11/01/2025
6. Complete closeout-out activities: No later than 120 calendar days from agreement expiration.

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:
<https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html>




U.S. Department of Agriculture
Natural Resources Conservation Service

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR254310XXXXC012	2. Amendment Number	3. Award /Project Period Date of final signature- 11/10/2025	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address) Natural Resources Conservation Service 355 East Hancock Avenue, Stop Number 200 Athens, GA 30601		6. Recipient Organization (Name and Address) AUGUSTA-RICHMOND COUNTY GOVERNMENT TIMOTHY SCHROER AUGUSTA GA 30901-4443 UEI Number / DUNS Number: ZH93N1J4TBE8 / 073438418 EIN:	
7. NRCS Program Contact Name: NICHOLAS KERNIC Phone: (762) 772-0237 Email: nicholas.kernic@usda.gov	8. NRCS Administrative Contact Name: CASSANDRA HAYES Phone: (816) 823-5608 Email: cassandra.hayes@usda.gov	9. Recipient Program Contact Name: Hameed Malik Phone: (706) 7533-4736 Email: hmalik@augustaga.gov	10. Recipient Administrative Contact Name: Hameed Malik Phone: (706) 7533-4736 Email: hmalik@augustaga.gov
11. CFDA 10.923	12. Authority 33 U.S.C. 701b-1	13. Type of Action New Agreement	14. Program Director Name: Hameed Malik Phone: (706) 7533-4736 Email: hmalik@augustaga.gov
15. Project Title/ Description: Remove storm debris from channels and waterways to restore flow capacity and alleviate flooding. Damage Survey Report#: 13-12-24-5042-013			
16. Entity Type: B = County Government			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal		<input type="checkbox"/> Non-Federal
Original funds total	\$8,410,155.00		\$0.00
Additional funds total	\$0.00		\$0.00
Grand total	\$8,410,155.00		\$0.00
18. Approved Budget			

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$7,823,400.00	Other	\$586,755.00
Total Direct Cost	\$8,410,155.00	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$0.00
		Total Federal Funds Awarded	\$8,410,155.00
		Total Approved Budget	\$8,410,155.00

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative Terrance Rudolph State Conservationist	Signature	Date
Name and Title of Authorized Recipient Representative Dr. Hameed Malik Director	Signature 	Date 6/9/2025

NONDISCRIMINATION STATEMENT

The USDA's Non-Discrimination Statement is incorporated by reference and can be accessed at the following location: <https://www.usda.gov/non-discrimination-statement>.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Statement of Work

Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide technical and financial assistance to Augusta-Richmond County, hereinafter referred to as the "Sponsor", for EWP Project #5042-013 in Richmond County, Georgia for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

Objectives

The design and installation of EWP measures as detailed in the individual Damage Survey Reports (DSR) and described here:

- DSR 13-12-24-5042-013– Clearing and Snagging- Sponsor A/E design- Augusta-Richmond County, Georgia

Budget Narrative

The official budget described in this Budget Narrative will be considered the total budget as last approved by the Federal awarding agency for this award.

Amounts included in this budget narrative are estimates. Reimbursement will be based on actual expenditures, not to exceed the amount obligated.

Total Estimated Project Budget: \$8,410,155.00

The budget includes:

Financial Assistance (FA) Costs:

Construction Costs (100% NRCS \$7,823,400.00 + 0% Sponsor \$0): \$7,823,400.00

Technical Assistance (TA) Costs:

100% NRCS (7.5% of total construction cost): \$586,755.00

1. NRCS pays up to 100 percent of eligible construction costs and Sponsor pays 0 percent of construction costs. NRCS will contribute up to 7.5 percent of the total construction cost for contract administration and construction management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work

2. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.

3. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.

4. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include

a. engineering costs include, but not limited to, developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality assurance/inspection plan and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.

b. contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, verifying invoices and record keeping.

5. The Sponsor will not be required to contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions.

Responsibilities of the Parties:

SPONSOR RESPONSIBILITIES

If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

1. Perform the work and produce the deliverables as outlined in this Statement of Work.
2. Comply with the applicable version of the General Terms and Conditions.
3. Accomplish construction of the EWP project measures by contracting, in-kind construction services, or a combination of both.
4. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.
5. Acquire adequate real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.
6. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.
7. Provide the agreed-to portion of the actual, eligible and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs consist of costs from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.
8. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.
9. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for TA and one for FA, requiring this separation.
10. The contracts for design services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.
11. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of Operations shall be concurred in by NRCS at the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.
12. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:
 - a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.
 - b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.
 - c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
 - d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.
13. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

14. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.

15. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution.

16. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Program/Technical Contact. Provide NRCS Program/Technical Contact progress reports as necessary and agreed to. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.

17. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.

18. If applicable, provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact.

19. Submit a SF 270, "Request for Advance and Reimbursement," with all documentation to support the request. Payments will be withheld until all required documentation is submitted and complete.

20. Ensure that information in the System for Award Management (SAM) is current and accurate until the final financial report (SF-425) under this award or final payment is received, whichever is later.

21. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

22. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.

23. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

24. Submit reports and payment requests to the ezFedGrants system or the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to FPAC.BC.GAD@usda.gov as outlined in the applicable version of the General Terms and Conditions. For payments ezFedGrants does not have a process for construction line items. Reporting frequency is as follows:

Performance reports: Quarterly

SF425 Financial Reports: Quarterly

NRCS RESPONSIBILITIES

1. Assist Sponsor in establishing design parameters; determine eligible construction costs during the pre-design conference.

2. If applicable designate a Government Representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.
3. Review, comment and concur in preliminary and final plans, specifications, O&M Plan, Plan of Operations (if required) and QAP.
4. Make periodic site visits during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.
5. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.
6. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

SPECIAL PROVISIONS

1. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.
2. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
3. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.
4. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.
5. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.
6. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

Expected Accomplishments and Deliverables

1. If applicable, prepare, design, construction specifications, and drawings in accordance with standard engineering principles that comply with NRCS programmatic requirements; and/or contract/install the designed construction. Any design services will be by a professional registered engineer. Sponsor will obtain NRCS review and concurrence on the design, construction plans, and specifications. The Sponsor must ensure description of work is reviewed, concurred, and approved by NRCS. A copy of the final signed and sealed plans and specifications shall be provided to NRCS. Debris removal activities do not require a professional registered engineer for design, construction plans and specifications unless required by state or local government.
2. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.327, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.327, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.

3. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the EWP project measures. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.

4. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&M.

5. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.

6. Provide construction inspection in accordance with the QAP.

7. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a certification that the Project was installed in accordance with approved plans and specifications.

Resources Required

See the Responsibilities of the Parties section for required resources, if applicable.

Milestones

Milestones shall include, but not limited to, the following items:

1. Obtaining permits: estimated month 1
2. Completing quality assurance plan: estimated month 1
3. Solicit bids: estimated month 1
4. Award contract: estimated month 2
5. Date of estimated completion of construction: November 2, 2025
6. Complete close-out activities

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:
<https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html>



Engineering Services Committee Meeting

Meeting Date: June 26, 2025

Hurricane Helene Debris Removal Monitoring Services- Supplement Funding – Waterways Debris Removal Monitoring RFP: 24-916

File Reference: 25-014 (A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik
Caption:	Approve supplement funding in amount not to exceed \$600,000.00 for Hurricane Helene Waterways Debris Removal Construction Plans & Monitoring Services with Goodwyn, Mills & Cawood, Inc. (GMC). Also approve use of General Fund fund-balance to fund these services. Services expenses are reimbursable by NRCS. AE/ 24-916
Background:	Hurricane Helene passed through Augusta-Richmond (ARC) last week (September 26-27, 2024). The entire ARC service area was severely impacted. Hurricane strength winds caused significant trees and infrastructure damage, both to roadway right of way and area waterways (Streams). Augusta, Georgia initiated request for proposals (RFP) to select disaster debris removal and monitoring contractors for continuity of services beyond emergency contract period and similar services future needs. GMC was the selected firm based on RFP evaluation & selection criteria. On January 7, 2025, Augusta Commission awarded disaster debris monitoring services contract to GMC.
Analysis:	GMC is presently providing hurricane Helene debris removal monitoring & management services under RFP 24-196 contract. Area creeks were also impacted by hurricane Helene. However, waterways debris removal federal assistance is under jurisdiction of USDA-NRCS (NRCS). To receive such assistance, NRCS prior approval and work authorization is required. Augusta Engineering coordinated with NRCS and submitted waterways damages survey reports (DSRs) for review and determination of federal assistance eligible segments. NRCS determination is complete. Accordingly, NRCS allocated funds to eligible segments debris removal and is in the process of completing the Notice of Authorization (NOA) that is needed to commence waterways debris removal. Debris removal onsite monitoring required

Augusta Commission approval for this request and is needed in order for GMC to mobilize promptly once Engineering releases Notice to Proceed.

Financial Impact:	Funds – General Fund fund-balance. It is reimbursable expense. NRCS allocated \$875,390.13 funds under Technical Assistance. NRCS NOAs attached.
Alternatives:	N/A
Recommendation:	Approve supplement funding in amount not to exceed \$600,000.00 for Hurricane Helene Waterways Debris Removal Construction Plans & Monitoring Services with Goodwyn, Mills & Cawood, Inc. (GMC). Also approve use of General Fund fund-balance to fund these services. Services expenses are reimbursable by NRCS. AE/ 24-916.
Funds are available in the following accounts:	(\$600,000) General funds-funds balance (Reimbursable by NRCS)
<u>REVIEWED AND APPROVED BY:</u>	HM/sr





U.S. Department of Agriculture
Natural Resources Conservation Service

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR254310XXXXC008	2. Amendment Number	3. Award /Project Period Date of NRCS signature - 09/27/2025	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address) Natural Resources Conservation Service 355 East Hancock Avenue, Stop Number 200 Athens, GA 30601		6. Recipient Organization (Name and Address) AUGUSTA-RICHMOND COUNTY GOVERNMENT TIMOTHY SCHROER AUGUSTA GA 30901-4443 UEI Number / DUNS Number: ZH93N1J4TBE8 / 073438418 EIN:	
7. NRCS Program Contact Name: NICHOLAS KERNIC Phone: (767) 772-0237 Email: Nicholas.Kernic@usda.gov	8. NRCS Administrative Contact Name: MOIRA SANFORD Phone: (614) 255-2495 Email: moira.sanford@usda.gov	9. Recipient Program Contact Name: Hameed Malik Phone: (706) 796-5068 Email: hmalik@augustaga.gov	10. Recipient Administrative Contact Name: Hameed Malik Phone: (706) 796-5068 Email: hmalik@augustaga.gov
11. CFDA 10.923	12. Authority 33 U.S.C. 701b-1	13. Type of Action New Agreement	14. Program Director Name: Hameed Malik Phone: (706) 796-5068 Email: hmalik@augustaga.gov
15. Project Title/ Description: Damage Survey Report 13-12-24-5042-001 debris removal in Richmond County, GA, due to Hurricane Helene, 6000034194			
16. Entity Type: B = County Government			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal	<input type="checkbox"/> Non-Federal	
Original funds total	\$1,317,106.13	\$0.00	
Additional funds total	\$0.00	\$0.00	
Grand total	\$1,317,106.13	\$0.00	
18. Approved Budget			

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$1,225,215.00	Other	\$91,891.13
Total Direct Cost	\$1,317,106.13	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$0.00
		Total Federal Funds Awarded	\$1,317,106.13
		Total Approved Budget	\$1,317,106.13

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative Terrance Rudolph State Conservationist	Signature TERRANCE RUDOLPH Digitally signed by TERRANCE RUDOLPH Date: 2025.04.28 15:39:28 -04'00'	Date
Name and Title of Authorized Recipient Representative Dr. Hameed Malik Director of Engineering & Environmental Services	Signature 	Date 

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide technical and financial assistance to Augusta-Richmond County Government, hereinafter referred to as the "Sponsor", for EWP Project #5042-001 in Richmond County, Georgia for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

Objectives

The design and installation of EWP measures as detailed in the individual Damage Survey Reports (DSR) and described here:

- DSR 13-12-24-5042-001– Clearing and Snagging- Sponsor A/E design- Augusta-Richmond County, Georgia

Budget Narrative

The official budget described in this Budget Narrative will be considered the total budget as last approved by the Federal awarding agency for this award.

Amounts included in this budget narrative are estimates. Reimbursement will be based on actual expenditures, not to exceed the amount obligated.

Total Estimated Project Budget: \$1,317,106.13

The budget includes:

Financial Assistance (FA) Costs:

Construction Costs (100% NRCS \$1,225,215.00 + 0% Sponsor \$0): \$1,225,215.00

Technical Assistance (TA) Costs:

100% NRCS (7.5% of total construction cost): \$91,891.13

1. NRCS pays up to 100 percent of eligible construction costs and Sponsor pays 0 percent of construction costs. NRCS will contribute up to 7.5 percent of the total construction cost for contract administration and construction management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work

2. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.

3. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.

4. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include

a. engineering costs include, but not limited to, developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality assurance/inspection plan and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.

b. contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, verifying invoices and record keeping.

5. The Sponsor will not be required to contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions.

Responsibilities of the Parties:

SPONSOR RESPONSIBILITIES

If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

1. Perform the work and produce the deliverables as outlined in this Statement of Work.
2. Comply with the applicable version of the General Terms and Conditions.
3. Accomplish construction of the EWP project measures by contracting, in-kind construction services, or a combination of both.
4. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.
5. Acquire adequate real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.
6. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.
7. Provide the agreed-to portion of the actual, eligible and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs consist of costs from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.
8. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.
9. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for TA and one for FA, requiring this separation.
10. The contracts for design services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.
11. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of Operations shall be concurred in by NRCS at the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.
12. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:
 - a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.
 - b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.
 - c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
 - d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.
13. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

14. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.
15. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution.
16. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Program/Technical Contact. Provide NRCS Program/Technical Contact progress reports as necessary and agreed to. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.
17. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.
18. If applicable, provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact.
19. For payment requests, provide a completed "Request for Advance or Reimbursement" (form SF-270) with all documentation to support the request to the NRCS Program/Technical Contact. Payments will be withheld until all required documentation is submitted and complete.
20. Ensure that information in the System for Award Management (SAM) is current and accurate until the final Federal Financial Report (form SF-425) under this award or final payment is received, whichever is later. Payments will not be processed during the time the SAM registration is expired. Processing will only occur when the SAM registration is active.
21. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.
22. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.
23. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.
24. Submit reports to the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to FPAC.BC.GAD@usda.gov as outlined in the applicable version of the General Terms and Conditions. For payments ezFedGrants does not have a process for construction line items. Reporting frequency is as follows:

Performance reports: Quarterly

SF425 Financial Reports: Quarterly

NRCS RESPONSIBILITIES

1. Assist Sponsor in establishing design parameters; determine eligible construction costs during the pre-design conference.

Item 10.

2. If applicable designate a Government Representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.

3. Review, comment and concur in preliminary and final plans, specifications, O&M Plan, Plan of Operations (if required) and QAP.

4. Make periodic site visits during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.

5. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.

6. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

SPECIAL PROVISIONS

1. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.

2. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.

3. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.

4. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract.

5. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.

6. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

Expected Accomplishments and Deliverables

1. If applicable, prepare, design, construction specifications, and drawings in accordance with standard engineering principles that comply with NRCS programmatic requirements; and/or contract/install the designed construction. Any design services will be by a professional registered engineer. Sponsor will obtain NRCS review and concurrence on the design, construction plans, and specifications. The Sponsor must ensure description of work is reviewed, concurred, and approved by NRCS. A copy of the final signed and sealed plans and specifications shall be provided to NRCS. Debris removal activities do not require a professional registered engineer for design, construction plans and specifications unless required by state or local government.

2. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.327, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.327, contract

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must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under Federal program legislation.

Item 10.

3. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the EWP project measures. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.
4. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&M.
5. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.
6. Provide construction inspection in accordance with the QAP.
7. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a certification that the Project was installed in accordance with approved plans and specifications.

Resources Required

See the Responsibilities of the Parties section for required resources, if applicable.

Milestones

Milestones shall include, but not limited to, the following items:

1. Obtaining permits: estimated month 1
2. Completing quality assurance plan: estimated month 1
3. Solicit bids: estimated month 1
4. Award contract: estimated month 2
5. Date of estimated completion of construction: September 27th, 2025
6. Complete close-out activities

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:
<https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html>




U.S. Department of Agriculture
Natural Resources Conservation Service

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR254310XXXXC009	2. Amendment Number	3. Award /Project Period NRCS signature - 11/01/2025	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address) Natural Resources Conservation Service 355 East Hancock Avenue, Stop Number 200 Athens, GA 30601		6. Recipient Organization (Name and Address) AUGUSTA-RICHMOND COUNTY GOVERNMENT TIMOTHY SCHROER AUGUSTA GA 30901-4443 UEI Number / DUNS Number: ZH93N1J4TBE8 / 073438418 EIN:	
7. NRCS Program Contact Name: NICHOLAS KERNIC Phone: Email: Nicholas.Kernic@usda.gov	8. NRCS Administrative Contact Name: Lori Baker Phone: (859) 224-7360 Email: lori.baker@usda.gov	9. Recipient Program Contact Name: Hameed Malik Phone: (706) 7533-4736 Email: hmalik@augustaga.gov	10. Recipient Administrative Contact Name: Hameed Malik Phone: (706) 7533-4736 Email: hmalik@augustaga.gov
11. CFDA 10.923	12. Authority 33 U.S.C. 701b-1	13. Type of Action New Agreement	14. Program Director Name: Hameed Malik Phone: (706) 7533-4736 Email: hmalik@augustaga.gov
15. Project Title/ Description: EWPP - Richmond Co, GA. DSR 13-12-24-5042-012. Debris removal and clearing and snagging.			
16. Entity Type: B = County Government			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal	<input type="checkbox"/> Non-Federal	
Original funds total	\$2,818,564.00	\$0.00	
Additional funds total	\$0.00	\$0.00	
Grand total	\$2,818,564.00	\$0.00	
18. Approved Budget			

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$2,621,920.00	Other	\$196,644.00
Total Direct Cost	\$2,818,564.00	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$0.00
		Total Federal Funds Awarded	\$2,818,564.00
		Total Approved Budget	\$2,818,564.00

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative TERRANCE RUDOLPH, State Conservationist	Signature	Date
Name and Title of Authorized Recipient Representative DR. HAMEED MALIK, Director	Signature 	Date 9/3/25

NONDISCRIMINATION STATEMENT

The USDA's Non-Discrimination Statement is incorporated by reference and can be accessed at the following location: <https://www.usda.gov/non-discrimination-statement>

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Statement of Work

Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS," to provide technical and financial assistance to the Augusta-Richmond County Government, hereinafter referred to as the "Sponsor," for EWP Program Project No. 5042 in Richmond County, Georgia, for implementation of recovery measures that if left undone, pose a risk to life and/or property.

Objectives

The design and installation of Emergency Watershed Protection (EWP) program measures as detailed in the individual Damage Survey Reports (DSRs) and described below.

- DSR 13-12-24-5042-012 – debris removal, clearing and snagging – Sponsor A/E design - Richmond County, GA

Budget Narrative

The official budget described below will be considered the total budget as last approved by the Federal awarding agency for this award.

Amounts included in the Budget Narrative are estimates. Reimbursement will be based on actual expenditures not to exceed the amount obligated.

Total Estimated Project Budget: \$2,818,564.00

The budget includes:

Financial Assistance (FA) Costs:

Construction Costs (100% NRCS \$2,621,920.00 + 0% Sponsor \$0.00): \$2,621,920.00

Technical Assistance (TA) Costs:

100% NRCS (7.5% of total construction cost): \$196,644.00

1. NRCS pays up to 100 percent of eligible construction costs and Sponsor pays 0 percent of construction costs. NRCS will contribute up to 7.5 percent of the total construction cost for administration and technical services. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work. Construction, administrative, and technical costs incurred prior to the sponsor and NRCS signing this agreement are ineligible and will not be reimbursed, nor will such costs qualify as Sponsor cost-share.

2. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts: one account for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately for expenses to be eligible for reimbursement.

3. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to the limits listed. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment, and materials.

4. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the limits listed. If costs are reduced, reimbursement will be reduced accordingly. These costs shall include:

- a. Engineering costs include, but are not limited to, developing a project design that includes construction drawings and specifications, an Operation and Maintenance Plan, a Quality Assurance/Inspection Plan, and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.
- b. Contract administration costs include, but are not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, and verifying invoices and record keeping.

5. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing prior to implementation.

Responsibilities of the Parties:

SPONSOR RESPONSIBILITIES

If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the General Terms and Conditions, the language in the SOW takes precedence.

1. Perform the work and produce the deliverables as outlined in this SOW.
2. Comply with the applicable version of the General Terms and Conditions.
3. Accomplish construction of the EWP program project measures by contracting, in-kind construction services, or a combination of both.
4. Ensure and certify by signing this agreement that its cost-share obligation is from a non-Federal source.
5. Acquire adequate real property rights (land and water) and acquire permits and licenses in accordance with local, State, and Federal law as necessary for the installation of EWP program project measures at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.
6. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits, and licenses needed for the project.
7. Provide the agreed-to portion of the actual, eligible, and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs are amounts from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed, nor will such costs qualify as Sponsor cost-share.
8. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR and the NRCS State Conservation Engineer's approved plans and specifications.
9. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for FA and one for TA, requiring this separation. Separate itemization of FA and TA costs are required on form "Request for Advance or Reimbursement" (form SF-270).
10. Must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract. An employee, officer, agent, and board member of the Sponsor may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.
11. When applicable, for in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed, including estimated quantities and values. The Plan of Operations shall be concurred by NRCS during the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.
12. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services.
 - a. Invoices covering actual costs of materials used in constructing the eligible EWP program project measures.
 - b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP program project measures.

- c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed constructing the eligible EWP program project measures.
- d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP program project measures. Equipment idle time is not eligible as in-kind construction services, even if on the job site, and should not be included in the equipment operating records.

13. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

14. Must secure (at its own expense) all Federal, State, and local permits and licenses, and any necessary natural resource rights required for completion of the work described in this agreement. Provide copies of all permits and licenses obtained to NRCS.

15. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs, nor do the costs qualify as a Sponsor cost-share contribution.

16. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the project as interpreted by the NRCS Program/Technical Contact for this agreement. Provide the NRCS Program/Technical Contact progress reports as agreed to and as necessary. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues, and any other relevant information.

17. Ensure that all contractors on NRCS-assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.

18. If applicable, provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact.

19. For payment requests, provide a completed "Request for Advance or Reimbursement" (form SF-270) with all documentation to support the request to the NRCS Program/Technical Contact. Payments will be withheld until all required documentation is submitted and complete.

20. Ensure that information in the System for Award Management (SAM) is current and accurate until the final Federal Financial Report (form SF-425) under this award or final payment is received, whichever is later. Payments will not be processed during the time the SAM registration is expired. Processing will only occur when the SAM registration is active.

21. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this agreement. This includes, but is not limited to, disputes, claims, protests of award, source evaluation, and litigation that may result from the project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written occurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

22. Must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the EWP program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the EWP program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.

23. Retain all records dealing with the award and administration of the contract(s) for three years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the three-year period, records are to be retained until the litigation is resolved or the end of the three-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

24. Submit reports to the ezFedGrants system or the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to FPAC.BC.GAD.@usda.gov as outlined in the applicable version of the General Terms and Conditions.

Performance Reports: Quarterly
Financial Reports (form SF-425): Quarterly

NRCS RESPONSIBILITIES

1. For sites requiring contracted engineering services, assist Sponsor in establishing design parameters. Determine eligible construction costs during the pre-design conference.
2. If applicable, designate a Government Representative to serve as liaison with the Sponsor and identify that person's contact information with this fully signed and executed agreement.
3. For sites requiring contracted engineering services, review, comment, and concur in preliminary and final plans, construction specifications, Operation and Maintenance (O&M) Plan, Plan of Operations (if required), and Quality Assurance Plan (QAP). For sites designed by NRCS, provide final plans, construction specifications, construction costs estimate, O&M Plan, and QAP to the Sponsor.
4. Make periodic site visits during the installation of the EWP program project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.
5. Upon notification of the completion of the EWP program project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.
6. Make payment to the Sponsor covering the NRCS share of the cost upon receipt and approval of form SF-270 and supporting documentation. In the event there are questions regarding the payment request package, NRCS will contact the Sponsor in a timely manner to resolve concerns.

SPECIAL PROVISIONS

1. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the EWP program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.
2. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
3. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the contracting officer or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.
4. The NRCS State Conservationist may adjust the estimated cost to NRCS set forth in this agreement for constructing the EWP program measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract.
5. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as outlined in this agreement.
6. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

Expected Accomplishments and Deliverables

1. If applicable, prepare design, construction specifications, and drawings in accordance with standard engineering

principles that comply with NRCS programmatic requirements; and/or contract/install the NRCS designed construction. Any design services will be by a professional registered engineer. Sponsor will obtain NRCS review and concurrence on the design, construction plans, and specifications. The Sponsor must ensure description of work is reviewed, concurred, and approved by NRCS. A copy of the final signed and sealed plans and specifications shall be provided to NRCS.

2. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.327, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See General Terms and Conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.327, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.

3. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, State, and local statutes and ordinances prior to solicitation for installation of the EWP program project measures. All modifications to the plans and specifications shall be reviewed and concurred in by NRCS.

4. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for operation and maintenance.

5. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP program project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.

6. Provide construction inspection in accordance with the QAP.

7. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a PE certification that the project was installed in accordance with the approved plans and specifications.

Resources Required

See the Responsibilities of the Parties section for required resources, if applicable.

Milestones

Milestones shall include, but not limited to, the following items.

1. Obtaining permits: estimated month 1
2. Completing Quality Assurance Plan: estimated month 1
3. Solicit bids: estimated month 1
4. Award contract: estimated month 2
5. Date of estimated completion of construction: 11/01/2025
6. Complete closeout-out activities: No later than 120 calendar days from agreement expiration.

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:
<https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html>



U.S. Department of Agriculture
Natural Resources Conservation Service

Item 10.


NRCS-ADS-093

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR254310XXXXC012	2. Amendment Number	3. Award /Project Period Date of final signature- 11/10/2025	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address) Natural Resources Conservation Service 355 East Hancock Avenue, Stop Number 200 Athens, GA 30601		6. Recipient Organization (Name and Address) AUGUSTA-RICHMOND COUNTY GOVERNMENT TIMOTHY SCHROER AUGUSTA GA 30901-4443 UEI Number / DUNS Number: ZH93N1J4TBE8 / 073438418 EIN:	
7. NRCS Program Contact Name: NICHOLAS KERNIC Phone: (762) 772-0237 Email: nicholas.kernic@usda.gov	8. NRCS Administrative Contact Name: CASSANDRA HAYES Phone: (816) 823-5608 Email: cassandra.hayes@usda.gov	9. Recipient Program Contact Name: Hameed Malik Phone: (706) 7533-4736 Email: hmalik@augustaga.gov	10. Recipient Administrative Contact Name: Hameed Malik Phone: (706) 7533-4736 Email: hmalik@augustaga.gov
11. CFDA 10.923	12. Authority 33 U.S.C. 701b-1	13. Type of Action New Agreement	14. Program Director Name: Hameed Malik Phone: (706) 7533-4736 Email: hmalik@augustaga.gov
15. Project Title/ Description: Remove storm debris from channels and waterways to restore flow capacity and alleviate flooding. Damage Survey Report#: 13-12-24-5042-013			
16. Entity Type: B = County Government			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal		<input type="checkbox"/> Non-Federal
Original funds total	\$8,410,155.00		\$0.00
Additional funds total	\$0.00		\$0.00
Grand total	\$8,410,155.00		\$0.00
18. Approved Budget			

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$7,823,400.00	Other	\$586,755.00
Total Direct Cost	\$8,410,155.00	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$0.00
		Total Federal Funds Awarded	\$8,410,155.00
		Total Approved Budget	\$8,410,155.00

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative Terrance Rudolph State Conservationist	Signature	Date
Name and Title of Authorized Recipient Representative Dr. Hameed Malik Director	Signature 	Date 6/9/2025

NONDISCRIMINATION STATEMENT

The USDA's Non-Discrimination Statement is incorporated by reference and can be accessed at the following location: <https://www.usda.gov/non-discrimination-statement>.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Statement of Work

Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide technical and financial assistance to Augusta-Richmond County, hereinafter referred to as the "Sponsor", for EWP Project #5042-013 in Richmond County, Georgia for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

Objectives

The design and installation of EWP measures as detailed in the individual Damage Survey Reports (DSR) and described here:

- DSR 13-12-24-5042-013– Clearing and Snagging- Sponsor A/E design- Augusta-Richmond County, Georgia

Budget Narrative

The official budget described in this Budget Narrative will be considered the total budget as last approved by the Federal awarding agency for this award.

Amounts included in this budget narrative are estimates. Reimbursement will be based on actual expenditures, not to exceed the amount obligated.

Total Estimated Project Budget: \$8,410,155.00

The budget includes:

Financial Assistance (FA) Costs:

Construction Costs (100% NRCS \$7,823,400.00 + 0% Sponsor \$0): \$7,823,400.00

Technical Assistance (TA) Costs:

100% NRCS (7.5% of total construction cost): \$586,755.00

1. NRCS pays up to 100 percent of eligible construction costs and Sponsor pays 0 percent of construction costs. NRCS will contribute up to 7.5 percent of the total construction cost for contract administration and construction management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work

2. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.

3. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.

4. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include

a. engineering costs include, but not limited to, developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality assurance/inspection plan and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.

b. contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, verifying invoices and record keeping.

5. The Sponsor will not be required to contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions.

Responsibilities of the Parties:

SPONSOR RESPONSIBILITIES

If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

1. Perform the work and produce the deliverables as outlined in this Statement of Work.
2. Comply with the applicable version of the General Terms and Conditions.
3. Accomplish construction of the EWP project measures by contracting, in-kind construction services, or a combination of both.
4. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.
5. Acquire adequate real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.
6. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.
7. Provide the agreed-to portion of the actual, eligible and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs consist of costs from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.
8. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.
9. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for TA and one for FA, requiring this separation.
10. The contracts for design services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.
11. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of Operations shall be concurred in by NRCS at the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.
12. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:
 - a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.
 - b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.
 - c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
 - d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.
13. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

14. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.

15. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution.

16. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Program/Technical Contact. Provide NRCS Program/Technical Contact progress reports as necessary and agreed to. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.

17. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.

18. If applicable, provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact.

19. Submit a SF 270, "Request for Advance and Reimbursement," with all documentation to support the request. Payments will be withheld until all required documentation is submitted and complete.

20. Ensure that information in the System for Award Management (SAM) is current and accurate until the final financial report (SF-425) under this award or final payment is received, whichever is later.

21. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

22. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.

23. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

24. Submit reports and payment requests to the ezFedGrants system or the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to FPAC.BC.GAD@usda.gov as outlined in the applicable version of the General Terms and Conditions. For payments ezFedGrants does not have a process for construction line items. Reporting frequency is as follows:

Performance reports: Quarterly

SF425 Financial Reports: Quarterly

NRCS RESPONSIBILITIES

1. Assist Sponsor in establishing design parameters; determine eligible construction costs during the pre-design conference.

2. If applicable designate a Government Representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.
3. Review, comment and concur in preliminary and final plans, specifications, O&M Plan, Plan of Operations (if required) and QAP.
4. Make periodic site visits during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.
5. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.
6. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

SPECIAL PROVISIONS

1. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.
2. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
3. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.
4. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.
5. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.
6. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

Expected Accomplishments and Deliverables

1. If applicable, prepare, design, construction specifications, and drawings in accordance with standard engineering principles that comply with NRCS programmatic requirements; and/or contract/install the designed construction. Any design services will be by a professional registered engineer. Sponsor will obtain NRCS review and concurrence on the design, construction plans, and specifications. The Sponsor must ensure description of work is reviewed, concurred, and approved by NRCS. A copy of the final signed and sealed plans and specifications shall be provided to NRCS. Debris removal activities do not require a professional registered engineer for design, construction plans and specifications unless required by state or local government.
2. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.327, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.327, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.

3. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the EWP project measures. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.

4. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&M.

5. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.

6. Provide construction inspection in accordance with the QAP.

7. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a certification that the Project was installed in accordance with approved plans and specifications.

Resources Required

See the Responsibilities of the Parties section for required resources, if applicable.

Milestones

Milestones shall include, but not limited to, the following items:

1. Obtaining permits: estimated month 1
2. Completing quality assurance plan: estimated month 1
3. Solicit bids: estimated month 1
4. Award contract: estimated month 2
5. Date of estimated completion of construction: November 2, 2025
6. Complete close-out activities

GENERAL TERMS AND CONDITIONS



Please reference the below link(s) for the General Terms and Conditions pertaining to this award:
<https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html>

AUGUSTA, GEORGIA New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

Proposal	Project No.	Project Title
PR000566	EMA	FY24 Emergency Management Performance Grant
In addition to providing steady state emergency management for Augusta-Richmond County, the agency is seeking to participate in nation's first community wide NFPA 3000 active shooter training, and conduct ESF training for all Emergency Operations Center personnel in the county. Requesting Cash Match for Emergency Management Performance Grant through FEMA. / Cash match 50%/50% to fund EMA personnel salaries. / EEO Required: N. / EEO Dept. Notified: N.		
Start Date: 07/01/2024	End Date: 06/30/2025	
Submit Date: 02/26/2025	Department: 039	EMA Cash Match? Y
Total Budgeted Amount: 100,000.00	Total Funding Agency: 50,000.00	Total Cash Match: 50,000.00
Sponsor: GM0016 Federal Emergency Management		
Sponsor Type: PT Pass thru Federal		
Purpose: 18 Emergency Service		
Flow Thru ID: GM0009 GEMA		

Contacts			
Type	ID	Name	Phone
I	26345	PRUNTY, EMILY	(706)821-1156
	25739	BURDEN, ANTONIO	0-

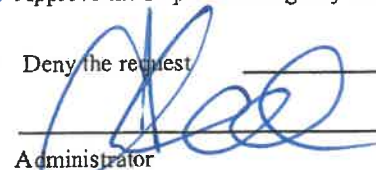
Approvals			
Type	By	Date	Signature
FA	A. BURDEN	03-13-2025	Dept. Signature: 
			Grant Coordinator Signature: 

- 1.) I have reviewed the Grant application and enclosed materials and:
- ☒ Find the grant/award to be feasible to the needs of Augusta Richmond County
- ☐ Deny the request


Finance Director


Date

- 2.) I have reviewed the Grant application and enclosed materials and:
- ☒ Approve the Department Agency to move forward with the application
- ☐ Deny the request


Administrator


Date

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.

Subject: EMPG Award Notification

Sent By: Thomas Moore

Item: Application - Augusta-Richmond County_OEM24-123

Sent On: May 28, 2025 12:33 pm

Status: Sent

Timestamp: May 28, 2025 12:33 pm

Dear Emily Prunty,

It is my pleasure to announce that your FY 2024 Local Emergency Management Performance Grant (EMPG) Base Award application has been successfully processed and approved. As a result, your organization has been awarded \$50,000.00 in federal funds, and your advance payment is currently being processed by our Preparedness Grants and Programs Department. Upon completion of the payment process, your check will be forwarded to your organization.

This Base Award is funded by the Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) and includes a minimum 50 percent (cash and/or in-kind) match requirement. Please review and adhere to the 2024 Local EMPG Program Guidance, which is available in the Georgia EMGrantsPro system. In addition, this notification is to serve as your organization's official Statement of Award. Please keep a copy of this information with your grant records. To view/download the EMPG Program Guidance, please [click on this link](#). Thank you for your commitment to Georgia's citizens and assets. I appreciate your efforts to ensure Georgia remains a safe place for us to live and raise our families. By working together, we can continue to be prepared for the challenges that may face us.

Sincerely,

Josh Lamb

Director

Georgia Emergency Management and Homeland Security Agency (GEMA/HS)

This is an automated email generated by <https://ga.emgrants.com/>, please do not reply.



Public Safety Committee

Meeting Date: June 24, 2025

Grant Award – FY2024 Emergency Management Performance Grant (EMPG)

Department:	EMA
Presenter:	Antonio Burden, Fire Chief/EMA Director
Caption:	Motion to accept the FY2024 Emergency Management Performance Grant (EMPG) in the amount of \$50,000 and authorize the mayor to sign all appropriate documentation.
Background:	The FY2024 Emergency Management Performance Grant is a grant provided through GEMHSA to support the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. The purpose of the EMPG program is to provide Federal grants to states to assist state, local, territorial, and tribal governments in preparing for hazards.
Analysis:	EMPG grant will fund EMA personnel salaries.
Financial Impact:	The EMPG requires a minimum 50% (cash or in-kind) match.
Alternatives:	None at this time.
Recommendation:	To approve the Motion to accept the FY2024 Emergency Management Performance Grant (EMPG) and authorize the mayor to sign all appropriate documentation.
Funds are available in the following accounts:	Budget in org key 101039210. Match will be in-kind services through Augusta EMA
<u>REVIEWED AND APPROVED BY:</u>	Antonio Burden, Fire Chief/EMA Director



Commission Meeting

June 26, 2025

Affidavit

Department: N/A

Presenter: N/A

Caption: Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: N/A

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A