



COMMISSION MEETING AGENDA

Commission Chamber

Tuesday, May 16, 2023

2:00 PM

INVOCATION

Reverend Clarence Moore, Pastor. Good Shepherd Baptist Church

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

RECOGNITION(S)

- A. Congratulations!!! 2023 April Years of Service (YOS) 25-50 year recipients.
- B. Presentation from Augusta Fire Department to **Patrick Broome and Tate Williams** for their outstanding initiative, courage, and heroism in rescuing an elderly gentleman from a car that was submerged in the Savannah River on May 7th. (Requested by Commissioner Bobby Williams)
- C. **IN RECOGNITION of National Small Business Week 2023 (Requested by Mayor's Office)**

DELEGATION(S)

- D. **Mr. David Anderson** regarding Medical Cannabis Dispensary- Augusta location.
- E. **Ms. Garian Henry** regarding a request for funding to improve living conditions for residents in the community of Magnolia Court Apartments/East Boundary.
- F. **Ms. Ellie Benson-** Local Group Lead relative to Moms Demand Action Augusta Volunteers.
- G. Consider a request from **Ms. Sharon Bush Ellison** regarding revocation of business permit# LCB20190001393.
- H. **Mr. Moses Todd, I Love Augusta** regarding Waterpark **SPLOST 8 and future SPLOST 9** Waterpark Phase 2 funding.

CONSENT AGENDA

(Items 1-44)

PUBLIC SERVICES

- 1. **FINAL PLAT – HAYNES STATION SECTION 14 – S-978** – A request for concurrence with the Augusta Georgia Planning Commission to **approve** a petition by Cranston Engineering Group, on behalf of Coel Beazley Homes, requesting final plat approval for Haynes Station Section 14 located at 4981 Copse Dr. and containing 94 lots. This project has been bonded and the bond has been accepted by all required agencies. **DISTRICT 3**

- 2. FINAL PLAT – SPIRITS CROSSING COMMUNITY – S-976** – A request for concurrence with the Augusta Georgia Planning Commission to **approve** a petition by Echols Surveying and Construction Services, on behalf of Construction Resources of Georgia Inc., requesting final plat approval for Spirits Crossing Community located at 4405 Mike Padgett Hwy. and containing 94 lots. **DISTRICT 8**
- 3. Z-23-12** – A request for concurrence with the Augusta Georgia Planning Commission to **approve** a petition by Harper Franklin Group requesting a rezoning from **zone R-1C (One-family Residential) to zone R-1E (One-family Residential)** affecting property containing approximately 6.67-acres located at **4113 C Elders Drive**. Tax Map #066-2-173-00-0. Ft. Gordon notified 2/14/2023 **DISTRICT 5**
- 4. Z-23-18** – A request for concurrence with the Augusta Georgia Planning Commission to **approve** a petition by John T. Arnett Jr. & Karen B. Arnett requesting a rezoning from **zone R-1A (One-family Residential) to zone P-1 (Professional Office)** affecting property containing approximately 0.47-acres located at **3442 Peach Orchard Road**. Tax Map #133-3-015-00-0. **DISTRICT 6**
- 5. Z-23-19** – A request for concurrence with the Augusta Georgia Planning Commission to **approve** a petition by Celina Lofton on behalf of Blake Dornfeld & Olivia Golden requesting a **rezoning from zone A (Agricultural) to zone B-2 (General Business)** affecting property containing approximately 2.7-acres located at **2836 Tobacco Road**. Tax Map #129-0-739-00-0. **DISTRICT 4**
- 6. Z-23-20** – A request for concurrence with the Augusta Georgia Planning Commission to **approve** a petition by Woda Cooper Development, Inc. on behalf of J-Mar Broad Street Investments, LLC requesting a **rezoning from zone B-2 (General Business) to zone PUD (Planned Unit Development)** affecting properties containing approximately 1.33-acres located at **1427 & 1437 Broad St**. Tax Map #036-3-003-00-0 and 036-2-041-00-0. **DISTRICT 1**
- 7. Z-23-23** – A request for concurrence with the Augusta Georgia Planning Commission to **approve** a petition by Brad Meister requesting to **amend conditions adopted with rezoning application Z-21-24 for zone R-1E (One-family Residential) to zone R-1E (One-family Residential) without zoning restrictions** affecting property containing approximately 3.78-acres located at 3055 Dennis Road. Tax Map #007-1-006-00-0. **DISTRICT 7**
- 8. Z-23-24** – A request for concurrence with the Augusta Georgia Planning Commission to **deny** a petition by Bobby Bagwell on behalf of CKJ Properties, LLC, requesting to amend a condition adopted with **rezoning application Z-22-38 for zone R-1E (One-family Residential) to zone R-1E (One-family Residential)** to allow for 22-foot-wide lots affecting property containing approximately 8.84-acres located at **2427 Boykin Road**. Tax Map #166-0-004-00-0. **DISTRICT 6**

PUBLIC SERVICES

- 9.** Motion to **approve** recommended Code Enforcement Ordinance Updates. (**Approved by Public Services Committee May 9, 2023**)
- 10.** Motion to **approve** updates to the Harrisburg Enterprise Zoning Ordinance and the proposed updated list of parcels for the Harrisburg Opportunity Zone. (**Approved by Public Services Committee May 9, 2023**)

- 11.** Motion to **approve** and execute the FY 2023 Metropolitan Planning Organization (MPO) Annual Complete Streets Funding Contract from the Georgia Department of Transportation (GDOT). **(Approved by Public Services Committee May 9, 2023)**
- 12.** Motion to **approve** HI-LITE Airfield Services quote in the amount \$149,760.50 for hydro-blasting and repainting all Runway 17/35 Markings at Augusta Regional Airport. Approved by the Augusta Aviation Commission on April 27, 2023. **(Approved by Public Services Committee May 9, 2023)**
- 13.** Motion to **approve** the Lease Agreement with Transportation Security Administration (TSA) for Office and Training Space in the Augusta Regional Airport Terminal. Approved by the Augusta Aviation Commission on April 27, 2023. **(Approved by Public Services Committee May 9, 2023)**
- 14.** Motion to **approve** Change Order #1 to Contract with Independence Excavating for a total deduction of **\$13,226.00** for Hangar N1 Apron & Taxilane. Approved by the Augusta Aviation Commission on March 30, 2023. (PO #22ARA160) **(Approved by Public Services Committee May 9, 2023)**
- 15.** Motion to **approve** Change Order #1 to Contract with ER Snell Contracting, Inc for a total increase of **\$78,811.55** for Standard Aero Ramp Rehabilitation, Base Bid. Approved by the Augusta Aviation Commission on March 30, 2023. (PO #22ARA159) **(Approved by Public Services Committee May 9, 2023)**
- 16.** Motion to **approve** the 2023 Transportation Security Clearinghouse Services Agreement. Approved by the Augusta Aviation Commission on April 27, 2023. **(Approved by Public Services Committee May 9, 2023).**
- 17.** Motion to **approve** a grant award between the Georgia Department of Transportation (GDOT) and Augusta, Georgia for the GDOT Transit Trust Fund Program. **(Approved by Public Services Committee May 9, 2023)**

ADMINISTRATIVE SERVICES

- 18.** Motion to **approve** the Charlie Norwood VAMC Revitalization Plan as presented by Freedom's Path Augusta III, LP. **(Approved by Administrative Services Committee May 9, 2023)**
- 19.** Motion to **approve** Housing and Community Development Department's (HCD's) request to provide Laney Walker/Bethlehem Revitalization Funding to contract with Antioch Ministries, LLC to develop (new construction) one (1) single family unit, identified as 1242 Holley Street, within Laney Walker/Bethlehem. **(Approved by Administrative Services Committee May 9, 2023)**
- 20.** Motion to **approve** HCD's request to loan HOME Funds, in the amount of \$520k, for construction of Watson Pointe partnership with Woda Cooper Development and Parallel Housing, Inc. for the sole purpose of a GA Department of Community Affairs (DCAs) Low Income Housing Tax Credit Project only. **(Approved by Administrative Services Committee May 9, 2023)**
- 21.** Motion to **approve** Augusta, Georgia's Public Facility Grant Award with Living in Purpose for \$100,000 utilizing Community Development Block Grant funds in support of facility upgrades at the Purpose Center. **(Approved by Administrative Services Committee May 9, 2023)**

ENGINEERING SERVICES

- 22.** Motion to **approve** continued funding of the current "On-Call Professional Services for Engineering and Field Design, small to Medium Scale Maintenance Task Design, Regulatory

Periodic Inspection Compliance and Structural Inspection & Investigations” Services (CEI Services) Contract in the amount of \$250,000 as requested by Engineering. RFP 19-241(**Approved by Engineering Services Committee May 9, 2023**)

- 23.** Motion to **approve** Augusta Utilities Purchase of Itron Cellular Endpoints and Data Configuration for AMI Testing. (**Approved by Engineering Services Committee May 9, 2023**)
- 24.** Motion to **approve** proposal from Goodwyn, Mills and Cawood, Inc. (GMC) to provide engineering services for Utilities Department’s Fort Gordon NPW Irrigation Water Storage Tank project. (**Approved by Engineering Services Committee May 9, 2023**).
- 25.** Motion to **approve** the installation of eleven (11) speed humps along Goshen Road between Old Waynesboro Road and Goshen Lake Drive South per adopted Augusta speed hump policy. Approve construction funds in the amount of \$50,000. Requested by Augusta Engineering & Environmental Services Department. (**Approved by Engineering Services Committee May 9, 2023**)
- 26.** Motion to **authorize** condemnation to acquire title of a portion of property for right of way (Parcel 068-0-003-00-0). (**Approved by Engineering Services Committee May 9, 2023**)
- 27.** Motion to **authorize** condemnation to acquire title of a portion of property for right-of-way (Parcel 097-3-262-00-0) **2444** Lumpkin Road. (**Approved by Engineering Services Committee May 9, 2023**)
- 28.** Motion to authorize condemnation to acquire title of a portion of property for right-of-way (Parcel 097-3-263-00-0) **2442** Lumpkin Road(**Approved by Engineering Services Committee May 9, 2023**)
- 29.** Motion to **authorize** condemnation to acquire title of a portion of property for right of way (Parcel 097-3-254-00-0) **2448** Lumpkin Road. (**Approved by Engineering Services Committee May 9, 2023**)
- 30.** Motion to **approve** a resolution authorizing the termination of an Intergovernmental Agreement between Augusta Economic Development Authority and Augusta-Richmond County, as well as consenting and agreeing to AEDA submitting an application for funding under TIA Band I, not to exceed \$13 million, directly to DOT and entering into an Intergovernmental Agreement (IGA) agreement directly between AEDA and DOT.(**Approved by Engineering Services Committee May 9, 2023**)
- 31.** Motion to **authorize** condemnation to acquire title of a portion of property for right of way (Parcel 097-3-264-00-0) **2440** Lumpkin Road. (**Approved by Engineering Services Committee May 9, 2023**)

FINANCE

- 32.** Motion to **approve** exempting the fee for Solid Waste Collection Fee property at 1953 Ellis Street. (**Approved by Finance Committee May 9, 2023**)
- 33.** Motion to **approve** allowing the Administrator to bring back recommendations for funding sources for the request made by Ms. Ernesia Wright of the Georgia Soul Organization in the amount of \$250,000. (**Approved by Finance Committee May 9, 2023**)
- 34.** Motion to **approve** the development of a plan regarding the reduction of the deficit of \$1.3 million dollars of the Augusta Library with the division of this amount in half with \$650,000 each to the Library and Augusta and a further division into two cash payments on the Library side of

\$325,000 each with one received by Augusta in FY2023 and one in FY 2024. On Augusta's side the \$650,000 will be divided in half with \$325,000 added as an increased funding level to the Library's FY2024 budget and the second payment of \$325,000 will be added as an increased funding level to the Library's FY2025 budget with the total plan to be subject to a review by the Law Department. **(Approved by Finance Committee May 9, 2023)**

- 35.** Motion to **approve** recommended SPLOST 8 projects to receive bond funding. **(Approved by Finance Committee May 16, 2023)**

PUBLIC SAFETY

- 36.** Motion to **approve** a request from Mr. John F. Ryan regarding the adoption of the National Fire Protection Association's NFPA 3000 as the standard guideline for active shooter or hostile event situations in the City of Augusta. **(Approved by Public Safety Committee May 9, 2023)**
- 37.** Motion to **approve** the replacement of obsolete computer equipment (laptops, computers, servers, printers, scanners, switches, routers, VOIP phones, virtual environment, backup solutions, analog gateways, other telecommunication devices, security appliances, uninterrupted power supplies, radios, and MDTs) as well as the purchase of any related required computer software upgrades, cloud storage, and server resources. **(Approved by Public Safety Committee May 9, 2023)**
- 38.** Motion to **accept** sub-grant funds for original approved Grant. CACJ Grant was approved for FY23 and sub-grant award funds for \$15,492 were approved. **(Approved by Public Safety Committee May 9, 2023)**
- 39.** Motion to **approve** the application and permit for Automated License Plate Reader. **(Approved by Public Safety Committee May 9, 2023)**
- 40.** Motion to **amend** previous grant award from \$2,000,000 to \$2,500,000 for purpose of upgrading Audio-Visual Modernization of selected courtrooms in the Ruffin Judicial Center. **(Approved by Public Safety Committee May 9, 2023)**
- 41.** Motion to **approve** new contract with AmericanWork, LLC. to provide treatment services to the Superior Court Accountability Court programs. This is considered an emergency procurement of service. **(Approved by Public Safety Committee May 9, 2023)**

APPOINTMENT(S)

- 42.** Motion to **approve** the appointment of **Mrs. Arlean Edwards Williams** to the ARC Board of Zoning Appeals representing District 9. **(Requested by Commissioner Francine Scott)**
- 43.** Motion to **approve** the appointment of **Ms. Mira Hobbs** to the Augusta Historic Preservation Commission representing **District 2**. **(Requested by Commissioner Stacy Pulliam)**

PETITIONS AND COMMUNICATIONS

- 44.** Motion to **approve** the minutes of the regular scheduled Commission Meeting held May 2, 2023 and Special Called Meeting held May 9, 2023.

******END CONSENT AGENDA******
AUGUSTA COMMISSION

**AUGUSTA COMMISSION
REGULAR AGENDA**

ADMINISTRATIVE SERVICES

- 45.** Motion to **approve** holding a workshop on the administrator position job description in the next 30 days. **(Requested by Commissioner Sean Frantom)**

APPOINTMENT(S)

- 46.** Consider the following for appointment to the Augusta Economic Development Authority: **(Submitted by Mayor Garnett Johnson)**
- 1. Greg Hill** (Requested by Commissioner Tony Lewis); **2.) Melanie Taylor** (Requested by Commissioner Sean Frantom. **3) Deke Copenhaver** (Requested by Commissioner Wayne Guilfoyle). To replace the following **1) Henry Ingram, 2) Brenda Bonner 3) Remer Brinson**
- 47.** Motion to **approve** the appointment of Ms. Collette D'Antignac to Augusta Economic Development Authority to replace Mrs. Brenda Bonner. **(Requested by Commissioner Francine Scott)**

PETITIONS AND COMMUNICATIONS

- 48.** Motion to **adopt/approve** Georgia Department of Revenue Resolution of Appointment of G. Bryan Simkins. and Robert O'Neal to the Augusta Board of Tax Assessors.

LEGAL MEETING

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



Commission Meeting

May 16, 2023

Years of Service Recipients

Department:	Human Resources
Presenter:	N/A
Caption:	Congratulations!!! 2023 April Years of Service (YOS) 25-50 year recipients.
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

**HUMAN RESOURCES DEPARTMENT**

Suite 400 - Municipal Building
535 Telfair Street - Augusta, GA 30901
Phone (706) 821-2303 Fax (706) 821-2867
www.augustaga.gov

May 5, 2023

Department Directors & Elected Officials,

The Commission on June 16, 2009, adopted the Augusta-Richmond County Employee Incentive Awards Program (EIAP). The program provides a number of initiatives that have been designed to show our appreciation for our dedicated and loyal employees. The ability to recognize and honor our employees' longevity has been established through our new Years of Service (YOS) program. A complete description of the EIAP and its operating procedures is located on the Human Resources site at <http://augwebv017:8080/EmployeeResources/hrcitynet/default.aspx>.

We are pleased to advise you that for the month of **April 2023**, the following employee(s) have attained their anniversary date in recognition of **25-50** years of dedicated service and are now eligible to receive their Years of Service pin and plaque:

FIRST	LAST	DEPARTMENT	YOS
DOUGLAS	STACY	MARSHAL	25
SHAWN	NEWSOME	SHERIFF'S OFFICE	25

Please make arrangements to have your employee in attendance at the Commission meeting scheduled for **Tuesday, May 16, 2023**, for recognition by the Mayor and Commission and presentation of their service pins and plaques of achievement. **All persons to be recognized should be in the Commission Chambers by 1:45 p.m.**

Please let us know whether the employee will or will not attend by contacting me by phone at (706) 826-1377 or via e-mail at spalmer@augustaga.gov, by **Friday, May 12, 2023, 12:00 Noon**. Your support and cooperation is much appreciated.

With regards,
Anita Rookard, HR Director
/slp

cc: Mayor Garnett Johnson
Takiyah A. Douse, Interim Administrator
Lena Bonner, Clerk of Commission



Commission Meeting

May 16, 2023

Presentation to Patrick Broome and Tate Williams

Department:	N/A
Presenter:	N/A
Caption:	Presentation to Patrick Broome and Tate Williams for their outstanding initiative, courage, and heroism in rescuing an elderly gentleman from a car that was submerged in the Savannah river on May 7 th .
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

May 16, 2023

National Small Business Week 2023

Department:	Mayor's Office
Presenter:	N/A
Caption:	IN RECOGNITION of National Small Business Week 2023 (Requested by Mayor's Office)
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

Lena Bonner

From: Keona Shaw
Sent: Wednesday, May 10, 2023 3:06 PM
To: Lena Bonner
Subject: Commission Meeting on 5/16
Attachments: PROCLAMATION National Small Business Week 2023.doc

The Mayor is wanting you to read this into the record at the commission meeting on 5/16/23 because it wasn't back in April. Is there anything we need to do that's protocol?

Keona Shaw | Legislative Policy
Office of the Mayor
Augusta - Richmond County
535 Telfair Street, Suite 200 • Augusta, GA 30901
Office • 706.821.1831 | Mobile • 706.831.1019
kshaw@augustaga.gov | www.augustaga.gov



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AED:104.1

Proclamation

IN RECOGNITION of National Small Business Week 2023

WHEREAS, America's strongest economic growth in almost 40 years has been driven by the resilience of our small businesses that, despite a worldwide pandemic, continue to pioneer innovative solutions to our country's greatest challenges and create opportunities for families and workers; and

WHEREAS, small businesses remain the heartbeat of our communities and the American economy, employing more than half of our Nation's workers, inventing and innovating to launch new technologies and create new American-led industries, enriching our Main Streets, making parts and products in America to fuel our supply chains, and building our Nation's infrastructure; and

WHEREAS, when we support small businesses, jobs are created, and local communities preserve their unique culture; and

WHEREAS, entrepreneurship continues to be one of the best pathways to the American Dream, evidenced by the remarkable small business boom, with more than 10.5 million Americans applying to start a business since January 20, 2021 — more than in any other two-year period in American history; and

WHEREAS, by renewing our commitment to supporting small businesses, we can maintain our global competitiveness and build a stronger Nation where everyone can succeed - from the bottom up and middle out; and

WHEREAS, the President of the United States has proclaimed National Small Business Week every year since 1963 to highlight the programs and services available to entrepreneurs through the U.S. Small Business Administration and other government agencies; and

WHEREAS, Augusta supports and joins in this national effort to recognize the contributions of small businesses to the American economy and their importance to ensuring that our local communities remain as vibrant tomorrow as they are today; and

NOW, THEREFORE, BE IT RESOLVED THAT I, Garnett L. Johnson, Mayor of the City of Augusta, do hereby proclaim, April 30 through May 6, 2023 as National Small Business Week

Given under my hand
This 24th day of April 2023

Garnett L. Johnson
Mayor



Commission Meeting

May 16, 2023

Delegation- Mr. David Anderson

Department:	N/A
Presenter:	N/A
Caption:	Mr. David Anderson regarding Medical Cannabis Dispensary- Augusta location.
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

May 16, 2023

Delegation_ Ms. Garian Henry

Department:	N/A
Presenter:	N/A
Caption:	Ms. Garian Henry regarding a request for funding to improve living conditions for residents in the community of Magnolia Court Apartments/East Boundary.
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

Lena Bonner

From: GeeBabyTeaUp <garianhenry1974@gmail.com>
Sent: Tuesday, May 2, 2023 10:12 PM
To: Lena Bonner
Subject: [EXTERNAL] Request Hearing

To whom it may concern, my name is Garian Henry and I conduct Stop the Violence Rallies which is on its 3rd Annual in Augusta. I would like to appear before the Commission requesting a hearing to address my community at Magnolia Court Apartments off of East Boundary. I live out here and I am asking the city to help with funding to get some of the under privileged children off the floors sleeping on dirty clothes. I have gone into residences and witnessed conditions children are in and when deprived of adequate sleep it will have a negative bearing on a child's performance. I laid on the floor one night to see how they felt and my back was killing along with neck pains and bones hitting the cold floors. I am a AU student getting my Masters in Public Administration and good Community Development focuses on the well being and quality of living. So I ask to appear before the commissioners to address this issue and to hopefully get aid to the families that make up the community. I ask for twin beds and mattresses plus sheets. Children can not help themselves and they are our future leaders. I ask that you all do the right thing and be a Blessing to them. More information will be provided during my hearing. Mayor Johnson was willing to hear the request to fund the Pride event for June and money has already been given to fund St. Patrick Parade and \$20,000 was used for Juneteenth celebration. Commissioner Jordan Johnson said it best we have to make sure that we are supporting our community and this is how you start. My number is 706-306-4835. Thank you for your Time and I look forward to hearing from you all. God Bless

[**NOTICE:** This message originated outside of the City of Augusta's mail system -- **DO NOT CLICK** on links, open **attachments** or respond to **requests for information** unless you are sure the content is safe.]



Commission Meeting

May 16, 2023

Delegation- Ms. Ellie Benson

Department:	N/A
Presenter:	N/A
Caption:	Ms. Ellie Benson- Local Group Lead relative to Moms Demand Action Augusta Volunteers.
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

May 16, 2023

Delegation_ Ms. Sharon Bush Ellison

Department:	N/A
Presenter:	N/A
Caption:	Consider a request from Ms. Sharon Bush Ellison regarding revocation of business permit# LCB20190001393.
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

Date: 5-8-2023
To: CLERK OF COMMISSION
Company: OFFICE OF THE CLERK OF COMMISSION
Fax No.: 706 821-1838

Pages: 8 (Including cover page)
From: SHARON BUSA ELLISON
Company: _____
Phone: _____

Comments: OFFICE OF THE CLERK OF COMMISSION
C/O BUILDING PERMIT MANAGER.

REQUEST FOR RESOLUTION, FOR REVOCATION OF BUSINESS PERMIT
LCB20190001393; PUBLIC SAFETY VIOLATIONS.

SBE.

- | | | | | |
|---------------------|--------------------|-------------------|-------------------|----------------------|
| • High Speed Copies | • Notary Public | • Custom Signs | • Flyers & Menus | • Custom Banners |
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SHARON BUSH ELLISON
PRISE
3358 WRIGHTSBORO ROAD, #9
AUGUSTA GEORGIA 30909
sharombushellison@gmail.com

COMPLAINANT:
SHARON BUSH ELLISON

RE: REQUEST FOR RESOLUTION
FOR REVOCATION OF BUSINESS
PERMIT LCB20190001393
FOR PUBLIC SAFETY VIOLATIONS
ALSO NEGLIGENT SUPERVISION
OF BUSINESS.

REQUEST FOR RESOLUTION
AGAINST KENTUCKY FRIED CHICKEN ("KFC")
DISTRICT MANAGER AND GENERAL MANAGER
OF AUGUSTA GEORGIA,

COMES NOW, SHARON BUSH ELLISON
THE ABOVE NAMED COMPLAINANT
AND PRESENTS THIS PROPOSED RESOLUTION
TO AUGUSTA GEORGIA COUNTY BOARD
OF COMMISSIONERS (HEREAFTER "THE BOARD")
REQUIRING THE BOARD TO SCHEDULE
THE MATTER FOR HEARING TO DECIDE
AND DETERMINE THE QUESTION OF ("KFC")
REVOCATION OF BUSINESS PERMIT REVOKING
THE AUTHORITY GRANTED WITHIN LCB20190001393
AND THAT SAID PERMIT LCB20190001393 (KFC)
STAND REVOKED. UNTIL CORPORATE OFFICE OF

KENTUCKY FRIED CHICKEN REQUIRES
INVESTIGATION OF PUBLIC SAFETY
AND OTHER LAW VIOLATIONS
THAT ARE BEING CONDUCTED
AT THE 3425 WRIGHTSBORO ROAD
RESTAURANT # E960050.

COMPLAINANT STATEMENT IN SUPPORT OF THIS RESOLUTION

ON OR AROUND 11:45am - 12 NOON -
WHILE STANDING AT THE REGISTER
AREA OF THE KENTUCKY FRIED CHICKEN
LOCATED AT WRIGHTSBORO ROAD
AUGUSTA GEORGIA, A BLACK FEMALE
WITH NO NAME TAG WALKED UP

TO THE REGISTER AND BEGIN TAKING
SEVERAL ORDERS, AFTER GETTING DOWN
TO THE LAST THREE PERSONS IN
LINE AND I BEING AROUND THE
SECOND PERSON, THE "BLACK FEMALE"
BEGAN PULLING UP HER UNIFORM SHIRT
AND RUBBING HER STOMACH IN A SEDUCTIVE
MANNER. THE FEMALE MADE THAT
SAME GESTURE AT LEAST 2 OR 3 TIMES
WHILE DURING THE LAST EPISODE
OF RUBBING, THE "BLACK FEMALE"
LEFT THE SHIRT UP AND JUST CONTINUED
RUBBING HER STOMACH. WHILE WORKING AT
FRONT REGISTER AND RECEIVING MONEY FROM
CUSTOMERS THE BLACK FEMALE HAD NO
SHIRT UNDER THE UNIFORM AND SHOWED NAKED
SKIN TO CUSTOMERS.

AT THAT TIME I ASKED THE
"BLACK FEMALE" WHO POSED AS A
EMPLOYEE OF "KFC"
COULD SHE PLEASE NOT RUB HER
NAKED STOMACH IN THE FRONT OF ME
WHILE TAKING MY ORDER, FOR FOOD.
THE BLACK FEMALE CONCOCTED
A DEMONOR AS IF SHE WAS
SOME BAD GANGSTER THAT A
CUSTOMER OF KENTUCKY FRIED CHICKEN
HAD TO BE-SCARED OF.
THE "BLACK FEMALE" STATED
DONT SAY NOTHING TO ME.
I THEN STATED NO YOUR BEHAVIOR
UNACCEPTABLE AND YOU CANNOT
GET AN ATTITUDE BECAUSE YOU HAVE
NO RIGHT RUBBING YOUR NAKED
STOMACH IN THE FRONT OF CUSTOMERS.
"THE BLACK FEMALE" THEN STATED
YOU CAN JUST LEAVE CAUSE I
AM NOT SERVING YOU.
I STATED NO I AM NOT LEAVING
BECAUSE YOU HAVE NO RIGHT RUBBING
YOUR NAKED STOMACH IN THE FRONT
OF CUSTOMERS.
"THE BLACK FEMALE" WALKED AWAY
FROM THE REGISTER WHILE CURSING
AND SAYING "I AINT TAKING YOUR ORDER
CAUSE I CAN REFUSE SERVICE
WHO THE "FUCK" YOU THINK YOU TALKING TO
AND WENT ON AND ON CURSING WHILE
BEHIND THE COUNTER SERVING CUSTOMERS

THE "BLACK FEMALE" THEN GOT
LOUDER SAYING FOR REAL FOR REAL
SHORTY I WILL SLAP YOU
SHORTY CAUSE I WILL SLAP ANYBODY
YOU BETTER ASK SOMEBODY.
SHORTY. FOR REAL.

I STATED "YOU ARE NOT GONNA SLAP
ANYONE."

AFTER WAITING AT THE COUNTER
AN "ADDITIONAL WORKER" CAME
TO THE REGISTER AND STATED
WHAT WOULD YOU LIKE TO ORDER MA'AM.
I GAVE THE ORDER AND THE
WORKER THEN CALLED THE "BLACK FEMALE"
TO THE REGISTER AND INSTRUCTED HER
TO RING UP THE ORDER OF FOOD.
THE BLACK FEMALE WALKED OFF
FROM THE REGISTER STATING I
AIN'T TAKING HER ORDER. I CAN
REFUSE HER SERVICE. THE "ADDITIONAL
WORKER STATED "NO YOU CAN'T."
THE "ADDITIONAL WORKER" INSTRUCTED

AN EXTRA WORKER TO TAKE THE ORDER FOR FOOD
THE WORKER TOOK MY ORDER AND I
WAITED FOR FOOD WHILE "THE BLACK FEMALE"
WALKED AROUND AT THE BACK OF THE
COUNTER LIKE SHE WAS BAD AND WOULD
CAUSE A CUSTOMER OF KENTUCKY FRIED -
CHICKEN HARM WHILE SHE WORKED HER
JOB IN A UNFIT, UNPROFESSIONAL, ILLEGAL

NEGLIGENT HOSTILE MANNER. NO MANAGER SUPER-
VISED THE SITUATION EVEN AFTER SEEING AND HEARING.
THIS 8 DAY OF MAY, 2023

4 of 7

Shamush E. Brown
JRS

CITATIONS OF AUTHORITY IN SUPPORT OF
RESOLUTION REVOKING PERMIT
OF KENTUCKY FRIED CHICKEN (KFC)

PURSUANT TO ALL LOCAL ORDINANCES
STATE AND OR FEDERAL LAWS
GOVERNING FRANCHISE AGREEMENTS,
ANY FRANCHISE OPERATING IN
VIOLATION OF PUBLIC SAFETY
REQUIRE IMMEDIATE TERMINATION
OF ANY EXISTING FRANCHISE
AGREEMENT.

PURSUANT TO CODE OF GEORGIA
TITLE 16 WHICH GOVERN CRIMES
AND OFFENSES,

A WORKER OF ANY PUBLIC FRANCHISE
THAT TELLS A CUSTOMER

"I AM GOING TO SLAP YOU"
REACHES THE LEVEL OF ASSAULT.

A FRANCHISE THAT DOES NOT
HAVE PROCEDURES AND OR POLICIES
PROMULGATED TO DEAL WITH SUCH
VIOLATIONS, WOULD BE AN ILLEGAL
FRANCHISE AND PURSUANT TO
ANY FOREGOING CLAUSE OF THE
EXISTING FRANCHISOR AGREEMENT
REQUIRES THE FRANCHISE
AGREEMENT TO BE A
REVOKED AGREEMENT.

I REQUEST THE BUSINESS PERMIT REVOCATION
OF KENTUCKY FRIED CHICKEN AKA "KFC"

PROPOSED RESOLUTION

A RESOLUTION AUTHORIZING AUGUSTA
GEORGIA BOARD OF COMMISSION TO
ENTER INTO AN AGREEMENT, UNDER
THE JURISDICTION OF COUNTY GOVERNING AUTHORITY,
IN REGARD TO THE KENTUCKY FRIED CHICKEN PERMIT
REVOCATION PENDING INVESTIGATION OF
PUBLIC RESTAURANT SAFETY VIOLATION BATTERY OR
ASSAULT TOWARD A CUSTOMER, SHARON BUSH ELLISON.
A RESOLUTION AUTHORIZING THE REVOCATION
OF THE KFC PERMIT,
THE REVOCATION OF KENTUCKY FRIED CHICKEN
RESTAURANT LE960050 POSING AS
BUSINESS PERMIT LCB20190001393
THIS 8 DAY OF MAY, 2023

Sharon Bush Ellison
TRO SE

Approx; 12:07 PM
Mon.

CERTIFICATE OF SERVICE

I HAVE THIS DAY SERVED A
COPY OF THE WITHIN AND FOREGOING
REQUEST FOR RESOLUTION AGAINST
KENTUCKY FRIED CHICKEN (KFC) DISTRICT
MANAGER AND GENERAL MANAGER OF
AUGUSTA GEORGIA; STATEMENT IN SUPPORT
OF THIS RESOLUTION; CITATIONS OF AUTHORITY
IN SUPPORT OF RESOLUTION REVOKING PERMIT
OF KENTUCKY FRIED CHICKEN "KFC"; AND
PROPOSED RESOLUTION.

BY FIRST-FAXING A COPY OF SAME
TO 706 826-4790 AND THEN OR 706 821-1838
DEPOSITING A COPY OF SAME IN
THE CERTIFIED MAIL SERVICES OF THE
UNITED STATES

TO ASSURE DELIVERY UPON:
THE AUGUSTA RICHMOND COUNTY BOARD OF
COMMISSIONERS
BUILDING PERMIT MANAGER.

C/O; CLERK OF COMMISSION
OFFICE OF THE CLERK OF COMMISSION
535 TELFAIR STREET
AUGUSTA GEORGIA 30901

THIS 8 DAY OF MAY, 2023

Sharon Bush Ellis
PRO SE



Commission Meeting

May 16, 2023

Delegation- Mr. Moses Todd

Department:	N/A
Presenter:	N/A
Caption:	Mr. Moses Todd, I Love Augusta regarding Waterpark SPLOST 8 and future SPLOST 9 Waterpark Phase 2 funding.
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

Nancy Morawski

From: Moses Todd <iloveaug2023@gmail.com>
Sent: Wednesday, May 10, 2023 1:29 PM
To: llbonner@augustaga.gov; Nancy Morawski
Subject: [EXTERNAL] Waterpark

Madam Clerk please put Moses Todd from I Love Augusta on the next regular meeting agenda to discuss Waterpark SPLOST 8 future SPLOST 9 Waterpark Phase 2 funding, 3P partnership Waterpark, south of the Gordon Highway on Augusta utility property off Bobby Jones possible location Waterpark, and Commissioners priority list Waterpark.

[**NOTICE:** This message originated outside of the City of Augusta's mail system -- **DO NOT CLICK** on links, open **attachments** or respond to **requests for information** unless you are sure the content is safe.]



Commission Meeting

May 16, 2023

Item Name: Final Plat S-978

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>FINAL PLAT – HAYNES STATION SECTION 14 – S-978</u> – A request for concurrence with the Augusta Georgia Planning Commission to APPROVE a petition by Cranston Engineering Group, on behalf of Coel Beazley Homes, requesting final plat approval for Haynes Station Section 14 located at 4981 Copse Dr. and containing 94 lots. This project has been bonded and the bond has been accepted by all required agencies. DISTRICT 3
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Approve
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**AUGUSTA-RICHMOND COUNTY PLANNING COMMISSION
STAFF REPORT**

Case Number: Final Plat – Haynes Station Section 14 – S-978

Hearing Date: Monday, May 1, 2023

Applicant: Cranston Engineering Group

Property Owner: Coel Beazley Homes

Address of Property: 4981 Copse Drive

Tax Parcel #: 234-0-004-00-0

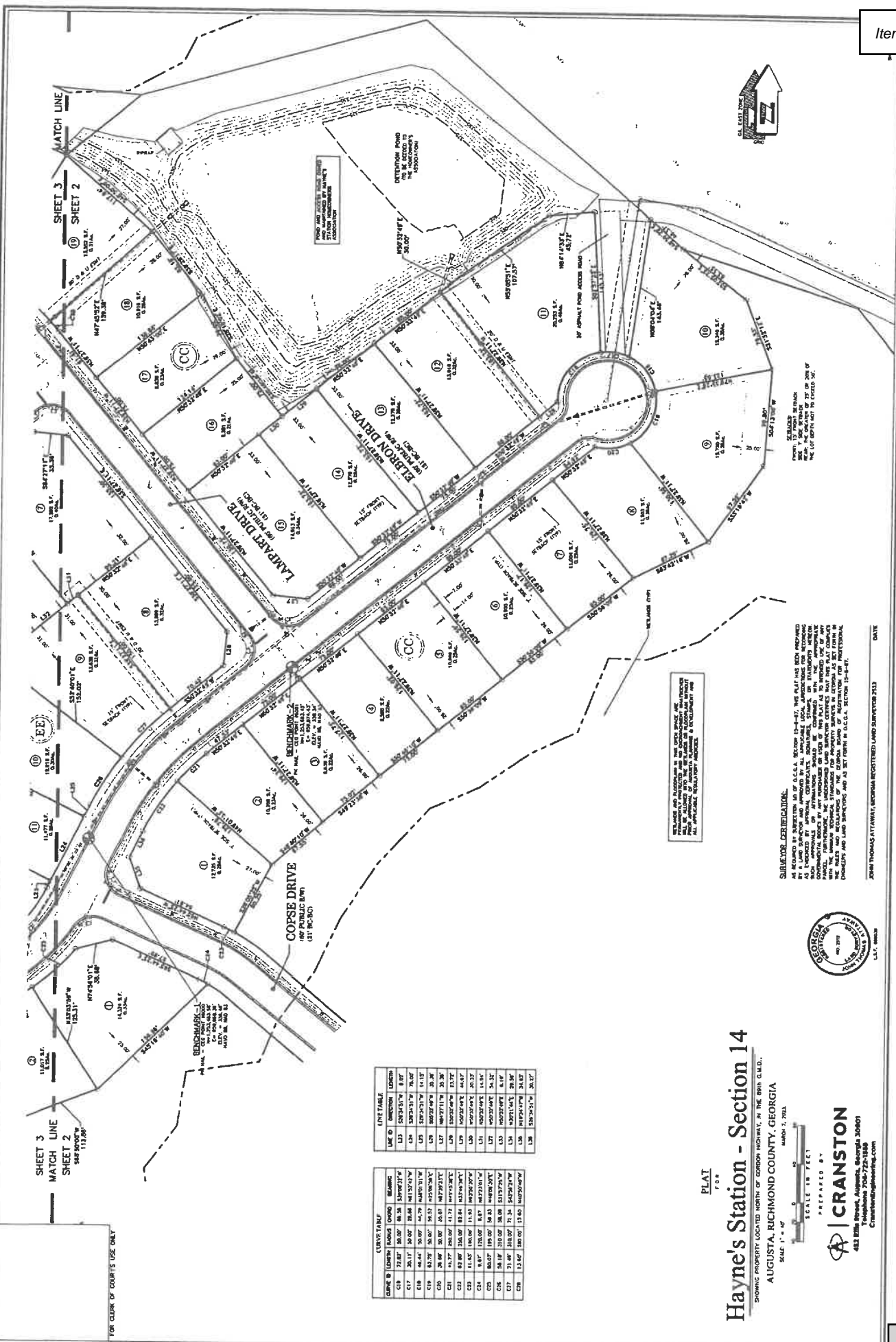
Present Zoning: R-1 (One-family Residential)

Neighborhood or Subdivision: Haynes Station

Commission District: 3 (C. McKnight)

Super District: 10 (J. Clarke)

Fort Gordon Notification Required: Yes



Hayne's Station - Section 14
SHOWING PROPERTY LOCATED NORTH OF GORDON HIGHWAY, IN THE B.M. G.M.E.
AUGUSTA, RICHMOND COUNTY, GEORGIA

SCALE 1" = 40'
MADE 7, 2011
PREPARED BY
J. CRANSTON
432 E. Main Street, Augusta, Georgia 30601
Telephone 706-722-1548
CranstonSurveying.com

CURVE TABLE			
CHORD	LENGTH	CHORD	LENGTH
0.15	71.87	0.30	143.74
0.30	143.74	0.45	215.61
0.45	215.61	0.60	287.48
0.60	287.48	0.75	359.35
0.75	359.35	0.90	431.22
0.90	431.22	1.05	503.09
1.05	503.09	1.20	574.96
1.20	574.96	1.35	646.83
1.35	646.83	1.50	718.70
1.50	718.70	1.65	790.57
1.65	790.57	1.80	862.44
1.80	862.44	1.95	934.31
1.95	934.31	2.10	1006.18
2.10	1006.18	2.25	1078.05
2.25	1078.05	2.40	1149.92
2.40	1149.92	2.55	1221.79
2.55	1221.79	2.70	1293.66
2.70	1293.66	2.85	1365.53
2.85	1365.53	3.00	1437.40
3.00	1437.40	3.15	1509.27
3.15	1509.27	3.30	1581.14
3.30	1581.14	3.45	1653.01
3.45	1653.01	3.60	1724.88
3.60	1724.88	3.75	1796.75
3.75	1796.75	3.90	1868.62
3.90	1868.62	4.05	1940.49
4.05	1940.49	4.20	2012.36
4.20	2012.36	4.35	2084.23
4.35	2084.23	4.50	2156.10
4.50	2156.10	4.65	2227.97
4.65	2227.97	4.80	2299.84
4.80	2299.84	4.95	2371.71
4.95	2371.71	5.10	2443.58
5.10	2443.58	5.25	2515.45
5.25	2515.45	5.40	2587.32
5.40	2587.32	5.55	2659.19
5.55	2659.19	5.70	2731.06
5.70	2731.06	5.85	2802.93
5.85	2802.93	6.00	2874.80
6.00	2874.80	6.15	2946.67
6.15	2946.67	6.30	3018.54
6.30	3018.54	6.45	3090.41
6.45	3090.41	6.60	3162.28
6.60	3162.28	6.75	3234.15
6.75	3234.15	6.90	3306.02
6.90	3306.02	7.05	3377.89
7.05	3377.89	7.20	3449.76
7.20	3449.76	7.35	3521.63
7.35	3521.63	7.50	3593.50
7.50	3593.50	7.65	3665.37
7.65	3665.37	7.80	3737.24
7.80	3737.24	7.95	3809.11
7.95	3809.11	8.10	3880.98
8.10	3880.98	8.25	3952.85
8.25	3952.85	8.40	4024.72
8.40	4024.72	8.55	4096.59
8.55	4096.59	8.70	4168.46
8.70	4168.46	8.85	4240.33
8.85	4240.33	9.00	4312.20
9.00	4312.20	9.15	4384.07
9.15	4384.07	9.30	4455.94
9.30	4455.94	9.45	4527.81
9.45	4527.81	9.60	4599.68
9.60	4599.68	9.75	4671.55
9.75	4671.55	9.90	4743.42
9.90	4743.42	10.05	4815.29
10.05	4815.29	10.20	4887.16
10.20	4887.16	10.35	4959.03
10.35	4959.03	10.50	5030.90
10.50	5030.90	10.65	5102.77
10.65	5102.77	10.80	5174.64
10.80	5174.64	10.95	5246.51
10.95	5246.51	11.10	5318.38
11.10	5318.38	11.25	5390.25
11.25	5390.25	11.40	5462.12
11.40	5462.12	11.55	5533.99
11.55	5533.99	11.70	5605.86
11.70	5605.86	11.85	5677.73
11.85	5677.73	12.00	5749.60
12.00	5749.60	12.15	5821.47
12.15	5821.47	12.30	5893.34
12.30	5893.34	12.45	5965.21
12.45	5965.21	12.60	6037.08
12.60	6037.08	12.75	6108.95
12.75	6108.95	12.90	6180.82
12.90	6180.82	13.05	6252.69
13.05	6252.69	13.20	6324.56
13.20	6324.56	13.35	6396.43
13.35	6396.43	13.50	6468.30
13.50	6468.30	13.65	6540.17
13.65	6540.17	13.80	6612.04
13.80	6612.04	13.95	6683.91
13.95	6683.91	14.10	6755.78
14.10	6755.78	14.25	6827.65
14.25	6827.65	14.40	6899.52
14.40	6899.52	14.55	6971.39
14.55	6971.39	14.70	7043.26
14.70	7043.26	14.85	7115.13
14.85	7115.13	15.00	7187.00
15.00	7187.00	15.15	7258.87
15.15	7258.87	15.30	7330.74
15.30	7330.74	15.45	7402.61
15.45	7402.61	15.60	7474.48
15.60	7474.48	15.75	7546.35
15.75	7546.35	15.90	7618.22
15.90	7618.22	16.05	7690.09
16.05	7690.09	16.20	7761.96
16.20	7761.96	16.35	7833.83
16.35	7833.83	16.50	7905.70
16.50	7905.70	16.65	7977.57
16.65	7977.57	16.80	8049.44
16.80	8049.44	16.95	8121.31
16.95	8121.31	17.10	8193.18
17.10	8193.18	17.25	8265.05
17.25	8265.05	17.40	8336.92
17.40	8336.92	17.55	8408.79
17.55	8408.79	17.70	8480.66
17.70	8480.66	17.85	8552.53
17.85	8552.53	18.00	8624.40
18.00	8624.40	18.15	8696.27
18.15	8696.27	18.30	8768.14
18.30	8768.14	18.45	8840.01
18.45	8840.01	18.60	8911.88
18.60	8911.88	18.75	8983.75
18.75	8983.75	18.90	9055.62
18.90	9055.62	19.05	9127.49
19.05	9127.49	19.20	9199.36
19.20	9199.36	19.35	9271.23
19.35	9271.23	19.50	9343.10
19.50	9343.10	19.65	9414.97
19.65	9414.97	19.80	9486.84
19.80	9486.84	19.95	9558.71
19.95	9558.71	20.10	9630.58
20.10	9630.58	20.25	9702.45
20.25	9702.45	20.40	9774.32
20.40	9774.32	20.55	9846.19
20.55	9846.19	20.70	9918.06
20.70	9918.06	20.85	9989.93
20.85	9989.93	21.00	10061.80
21.00	10061.80	21.15	10133.67
21.15	10133.67	21.30	10205.54
21.30	10205.54	21.45	10277.41
21.45	10277.41	21.60	10349.28
21.60	10349.28	21.75	10421.15
21.75	10421.15	21.90	10493.02
21.90	10493.02	22.05	10564.89
22.05	10564.89	22.20	10636.76
22.20	10636.76	22.35	10708.63
22.35	10708.63	22.50	10780.50
22.50	10780.50	22.65	10852.37
22.65	10852.37	22.80	10924.24
22.80	10924.24	22.95	10996.11
22.95	10996.11	23.10	11067.98
23.10	11067.98	23.25	11139.85
23.25	11139.85	23.40	11211.72
23.40	11211.72	23.55	11283.59
23.55	11283.59	23.70	11355.46
23.70	11355.46	23.85	11427.33
23.85	11427.33	24.00	11499.20
24.00	11499.20	24.15	11571.07
24.15	11571.07	24.30	11642.94
24.30	11642.94	24.45	11714.81
24.45	11714.81	24.60	11786.68
24.60	11786.68	24.75	11858.55
24.75	11858.55	24.90	11930.42
24.90	11930.42	25.05	12002.29
25.05	12002.29	25.20	12074.16
25.20	12074.16	25.35	12146.03
25.35	12146.03	25.50	12217.90
25.50	12217.90	25.65	12289.77
25.65	12289.77	25.80	12361.64
25.80	12361.64	25.95	12433.51
25.95	12433.51	26.10	12505.38
26.10	12505.38	26.25	12577.25
26.25	12577.25	26.40	12649.12
26.40	12649.12	26.55	12720.99
26.55	12720.99	26.70	12792.86
26.70	12792.86	26.85	12864.73
26.85	12864.73	27.00	12936.60
27.00	12936.60	27.15	13008.47
27.15	13008.47	27.30	13080.34
27.30	13080.34	27.45	13152.21
27.45	13152.21	27.60	13224.08
27.60	13224.08	27.75	13295.95
27.75	13295.95	27.90	13367.82
27.90	13367.82	28.05	13439.69
28.05	13439.69	28.20	13511.56
28.20	13511.56	28.35	13583.43
28.35	13583.43	28.50	13655.30
28.50	13655.30	28.65	13727.17
28.65	13727.17	28.80	13799.04
28.80	13799.04	28.95	13870.91
28.95	13870.91	29.10	13942.78
29.10	13942.78	29.25	14014.65
29.25	14014.65	29.40	14086.52
29.40	14086.52	29.55	14158.39
29.55	14158.39	29.70	14230.26
29.70	14230.26	29.85	14302.13
29.85	14302.13	30.00	14374.00

Hayne's Station - Section 14

SHOWING PROPERTY LOCATED NORTH OF GORDON HIGHWAY, IN THE 89TH G.M.D.,
AUGUSTA, RICHMOND COUNTY, GEORGIA

MARCH 7, 2023

Do = 1.57 cm

PAGE TWO


CRANSTON

1115 Street, Augusta, Georgia 30901
Telephone 706-722-1888
Cranston@enginesaving.com

LINE TABLE		
LINE ID	DIRECTION	LENGTH
L50	W0124200'E	3.96'
L51	N073535'E	38.47'
L52	S307313'E	37.77'
L53	S083080'W	48.48'
L54	S083080'W	7.17'
L55	N7230443'E	33.19'
L56	N073080'E	7.87'
L57	N4074337'W	29.20'
L58	S071534'W	37.77'

[illegible]

SEALING:
FRONT: 15' FRONT SEALING
SIDE: 7' SIDE SEALING
REAR: THE GREATER OF 25' OR 20% OF

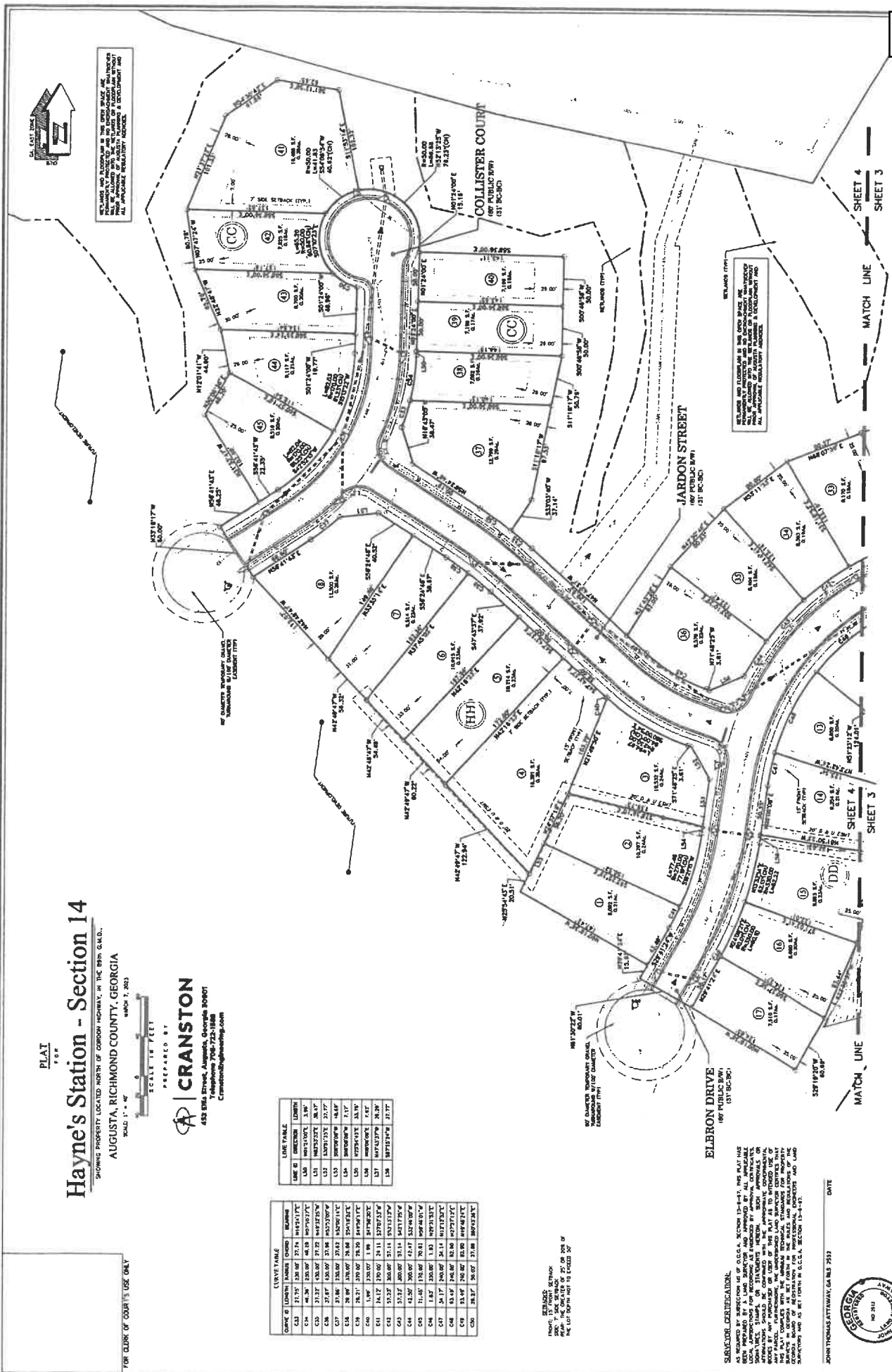
15 JUL 2005

[illegible]

DATE
JOHN THOMAS ATTAWAY, GA BILS 2537



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Commission Meeting

May 16, 2023

Item Name: Final Plat S-976

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>FINAL PLAT – SPIRITS CROSSING COMMUNITY – S-976</u> – A request for concurrence with the Augusta Georgia Planning Commission to APPROVE a petition by Echols Surveying and Construction Services, on behalf of Construction Resources of Georgia Inc., requesting final plat approval for Spirits Crossing Community located at 4405 Mike Padgett Hwy. and containing 94 lots. DISTRICT 8
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Approve
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**AUGUSTA-RICHMOND COUNTY PLANNING COMMISSION
STAFF REPORT**

Case Number: Final Plat – Spirits Crossing Community S-976

Hearing Date: Monday, May 1, 2023

Applicant: Echols Surveying & Construction Services

Property Owner: Construction Resources of Georgia Inc.

Address of Property: 4405 Mike Padgett Hwy

Tax Parcel #: 234-0-004-00-0

Present Zoning: R-1C (One-family Residential)

Neighborhood or Subdivision: N/A

Commission District: 8 (B. Garrett)

Super District: 10 (W. Guilfoyle)

Fort Gordon Notification Required: No

AUGUSTA RICHMOND COUNTY R-1C SPECIAL EXCEPTIONS (SE)

[illegible][illegible][illegible]

BENCHMARK LOCATIONS		
	North	East
N MAL 120498.73	710347.73	710347.73
N MAL 120652.20	710843.60	710843.60

PIRE HYDRANT LOCATIONS		
	North	East
Hydrant 1	1205107.51	710850.75
Hydrant 2	120654.04	710930.33
Hydrant 3	120654.57	710931.47
Hydrant 4	120691.43	720283.86

WATER VALVE LOCATIONS		
	North	East
Valve 1	120238.48	710957.57
Valve 2	120238.48	710957.57
Valve 3	120702.32	710957.57
Valve 4	120702.32	710957.57

WV 5	120856.12	720296.12
WV 6	120854.75	720307.54
WV 7	120856.12	720289.75
WV 8	120854.88	720017.61
WV 9	120853.70	720027.58
WV 10	120854.61	720031.04
WV 11	120856.51	720372.81
WV 12	120856.47	720261.25
WV 13	120856.88	720287.87

- Ⓢ 44 Rebar Set (RBS)
- Ⓢ Iron Pin Found As Described
- Ⓢ Sanitary Sewer Service
- Ⓢ 4" Fire Hydrant & 6" Valve
- Ⓢ Water Valve
- Ⓢ Water Service (3/4" Unless Otherw

[illegible]

NOTES:

- 1) THE STORM WATER COLLECTION AND DETENTION FACILITIES SHALL BE DEDICATED TO AUGUSTA-CLARK COUNTY.
- 2) THE CITY OF AUGUSTA, GEORGIA SHALL NOT BE RESPONSIBLE FOR PAVEMENT REPAIR OR RECONSTRUCTION ASSOCIATED WITH REPAIR/REPLACEMENT OF A WATER OR SEWER LINE IN THIS PRIVATE DEVELOPMENT.
- 3) 12" REPAIR SET AT ALL HORIZONTAL CORNERS UNLESS OTHERWISE.
- 4) STATE PIPE AT ALL PROPERTIES HORIZONTAL AND 18" VERTICAL DIA. 15M
- 5) 12" UTILITY GASKET ON WATER AND SEWER LINES TO BE DESIGNED TO BE MONITORING COMPANY.
- 6) 12" UTILITY GASKET ON LEFT AND RIGHT OF ALL WATER AND SEWER LINES.
- 7) 12" UTILITY GASKET ON 16" RIGHT AND LEFT OF ALL WATER AND SEWER LINES.

THE DECLARATION OF CONDOMINIUM FOR SPIRITS CROSSLING COMMUNITY IS RECORDED IN DEED BOOK _____, PAGE _____, IN THE SUPERIOR COURT OF RICHMOND COUNTY, GEORGIA RECORDS.

THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPIRITS CROSSLING COMMUNITY IS RECORDED IN DEED BOOK _____, PAGE _____, IN THE SUPERIOR COURT OF RICHMOND COUNTY, GEORGIA RECORDS.

NOTE:
A PORTION OF THE PROPERTY SHOWN HEREON IS IN A
DESIGNATED FLOOD HAZARD AREA, ACCORDING TO THE
FIRM, NO. 130460020H, EFFECTIVE 11/15/2018.

PROJECT SUMMARY

PROJECT INCLUDES DEVELOPING A MOSTLY OPEN TRACT: 100 TO 400 WATER, SEWER, POND, SIDEWALKS, 60 SINGLE FAMILY HOMES AND 31 TOWNHOMES. WATER QUALITY DEVICES TO INCLUDE AN EXTENDED DRY DETENTION POND WILL ALSO BE ADDED.

OWNER/DEVELOPER/PRIMARY PERMITEE

334 96 SFR LLC
Construction Resources of
Georgia, Inc
PO Box 83
Jersey Ga 30018
Contact: Dana Morrow
404-697-8967



**SPRITS CROSSING
COMMUNITY**

Real Time Survey Real

Date	PHOTOS	COMMENTS
08/02/10	13/16	INCORPORATED
County:		GEORGIA
State:		

BENJAMIN O. SCHOLZ
 1288 THUNDERBOLT DR
 LAWRENCEVILLE, GA 30047
www.bosurvey.com
 770-236-4300

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Commission Meeting

May 16, 2023

Item Name: Z-23-12

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Z-23-12</u> – A request for concurrence with the Augusta Georgia Planning Commission to APPROVE a petition by Harper Franklin Group requesting a rezoning from zone R-1C (One-family Residential) to zone R-1E (One-family Residential) affecting property containing approximately 6.67-acres located at 4113 C Elders Drive. Tax Map #066-2-173-00-0. Ft. Gordon notified 2/14/2023 DISTRICT 5
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. No more than 24 townhomes, on lots the same size as Cypress Crossing Phase 1, may be constructed on the subject property. 2. All required parking must be installed. 3. Access to the city owned detention pond located on Tax Map 066-4-001-00-0 and known as 4113 Elders Drive must be maintained at all times per the Augusta Engineering Department. 4. An engineered site plan must be submitted and approved prior to any land disturbance. 5. Impact on the wetlands must be approved by the US Army Corps. of Engineers. If approval is not required a document to that affect must be provided. 6. Any development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, at the time of development. 7. A 6 ft. solid board fence must be installed and maintained adjacent to any single family residentially developed lots.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**AUGUSTA-RICHMOND COUNTY, GEORGIA
PLANNING COMMISSION
STAFF REPORT**

Case Number: Z-23-12

Hearing Date: Monday, May 1, 2023, continued from April 10, 2023

Prepared By: Lois Schmidt, Planner

Applicant: Harper Franklin Group

Property Owner: Harper Franklin Group

Address of Property: 4113 C Elders Drive, Augusta GA 30909

Tax Parcel #: 066-2-173-00-0

Present Zoning: R-1C (One-family Residential)

Commission District: 5 (B. Williams)

Super District: 9 (F. Scott)

Fort Gordon Notification Required: Notice sent February 14, 2023, via E-mail

Request	Proposed Use / Activity	Applicable Ordinance Section
Rezone Property from R-1C (One-Family Residential) to R-1E (One-family Residential)	Multi-Family Apartments and Townhomes	Comprehensive Zoning Ordinance, Section 17-1

1. Summary of Request:

The subject property is a 6.67-acre vacant tract located southeast of the intersection of Jimmie Dyess Parkway and Harper Franklin Avenue approximately a half mile from Fort Gordon Gate 1. The request is to rezone approximately 5.67-acres from R-1C (One-Family Residential) to R-1E (One-family Residential) to establish 24 one-bedroom apartments in 3 buildings and 5 townhomes. For a total of 29 additional units that will comprise Cypress Crossing Phase 2. The remaining one acre which accesses Elders Drive will remain R-1C and is not included in the proposed concept plan. This approximately 60-foot right-of-way provides access to the city owned detention pond located on parcel addressed as 4113 Elders Drive (066-4-001-00-0). Access to the proposed development is to be through the property to the north. Those parcels are zoned B-2 and received development plan approval in July of 2022 (Cypress Crossing Phase 1) for the construction of 47 townhome units with an entrance on Harper Franklin Avenue. If approved the two development phases will total less than 100 units so a second access onto a public right-of-way will not be required.

3. **Comprehensive Plan Consistency:**

According to the 2018 Comprehensive Plan, the property is located within the Belair Character Area. The 2018 Comprehensive Plan's vision for Belair Character Area is to maintain the suburban pattern of low and medium density residential development already established in the area and that Interstate interchanges, frontage roads, and other identified nodes be the home to new commercial and light industrial/warehousing development.

Some of the Quality Community Objectives for the Belair Neighborhood Area in the 2018 Comprehensive Plan include the promotion of moderate density, traditional neighborhood development style residential development.

4. **Zoning history:**

The Harper Franklin Group applied for a special exception in 2015 (Z-15-13) for the subject property. The petition requested single family townhomes in the R1-C zoning district not to exceed seven units per acre. The concept plan indicated the subject property would contain 24 townhomes at a density of 3 units per acre. The development never materialized, and the Special Exception became void. Subsequent zoning cases have been withdrawn.

5. **Findings:**

1. The subject property is a 6.67-acre vacant tract.
2. The request is to rezone approximately 5.67-acres from R-1C (One-family Residential) to R-1E (One-family Residential) to establish 24 one-bedroom apartments in 3 buildings and 5 townhomes. For a total of 29 additional units that will comprise Cypress Crossing Phase 2. (Cypress Crossing Phase 2).
3. Access to the proposed development is to be through the property to the north. Those parcels are zoned B-2 and received development plan approval in July of 2022 (Cypress Crossing Phase 1) for the construction of 47 townhome units with an entrance off Harper Franklin Avenue. If approved the two development phases will total less than 100 units so a second access onto a public right-of-way will not be required.
4. It has come to the attention of the Planning and Development Staff that the parcel known as 4002 Harper Franklin Ave. will be developed as an outparcel. No information on a proposed use has been submitted. This does not affect the development of Cypress Crossing Phase 1 as no townhomes were located on this parcel.
5. The Harper Franklin Group applied for a special exception in 2015 (Z-15-13) which included the subject property. The concept plan indicated the subject property would contain 24 townhomes at a density of 3 units per acre. The development never materialized, and the Special Exception became void.
6. The property has access to public water and public sanitary sewer systems, as water runs along Jimmie Dyess Parkway and there are sewer lines that run along the east property lines.

7. The Georgia Department of Transportation (GDOT) Function Classification Map, 2017, classifies Jimmie Dyess Parkway as a major arterial road. Harper Franklin Avenue is classified as a local road. The level of service for each street is grade B.
8. The closest public transit is to the east along Gordon Highway approximately 3.25 miles from the property just north of its intersection with Wylds Road.
9. Traffic impact worksheet was submitted by the applicant's civil engineer and states 162 trips daily will be generated by the proposed number of units. Augusta Traffic Engineer reviewed the worksheet and stated a full traffic study is not required.
10. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located in a Special Flood Hazard Area. The Augusta GIS online map indicates that more than half of the subject property is in the freshwater wetland area. Impact of the project on these soils will have to be addressed with the U.S. Army Corps of Engineers.
11. The concept plan indicates a small portion of one apartment building will be in the Wetlands and will need to be relocated to meet wetlands standards.
12. The properties adjacent to the north are currently vacant and zoned B-2. These properties received development plan approval (Cypress Crossing Phase 1) for the construction of 47 townhomes units in July of 2022.
13. There are existing single-family homes with R-1C zoning to the east in the Elderberry Subdivision. To the south is a vacant property zoned B-2 and A (Agriculture) which includes a city owned detention pond. Across Jimmie Dyess Parkway to the west is an apartment complex currently being constructed consisting of 300 dwelling units with R-3C zoning and vacant property that was recently rezoned to B-2 for a Kroger store along with several separate retail out parcels.
14. The proposed development is not compatible with existing surrounding single family land uses.
15. Fort Gordon had no comment on the application.
16. The Planning & Development Dept. has received objection from residents of Elderberry Subdivision.

Recommendation: The Planning Commission recommends **Approval** of the rezoning request from R-1C to R-1E (One-family Residential) with the following conditions:

1. No more than 24 townhomes, on lots the same size as Cypress Crossing Phase 1, may be constructed on the subject property.
2. All required parking must be installed.
3. Access to the city owned detention pond located on Tax Map 066-4-001-00-0 and known as 4113 Elders Drive must be maintained at all times per the Augusta Engineering Department.
4. An engineered site plan must be submitted and approved prior to any land disturbance.
5. Impact on the wetlands must be approved by the US Army Corps. of Engineers. If approval is not required a document to that affect must be provided.

6. Any development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, at the time of development.
7. A 6 ft. solid board fence must be installed and maintained adjacent to any single family residentially developed lots.

Note: The staff report includes the information available approximately two weeks prior to the Planning Commission hearing. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make a verbal recommendation at the hearing based on all the information available at that time.

**LETTER of INTENT for REZONING
And
PROJECT NARRATIVE**

For

**Cypress Crossing Phase 2
(A RESIDENTIAL DEVELOPMENT)**

PARCEL I.D. NO. 066-2-173-00-0

***Property Located at*
4113 C Elders Drive, Augusta, Ga 30909**

***Property Owner*
Harper Franklin Group, LLC
1907 William Few Parkway
Grovetown, Georgia 30813**

EMC Project No. 20-8079

March 8, 2021

PROJECT NARRATIVE

GENERAL INFORMATION & REZONING INTENT

The purpose of this narrative is to describe the surrounding area and proposed property improvements in support of our request to rezone the property. The subject property, parcel ID No. 066-2-173-00-0, is located at 4113 C Elders Drive in Augusta, Georgia. The property, currently zoned R-1C, consists of approximately 8.08 acres of land with frontage along Elders Drive. Cypress Crossing Phase 1 is a proposed townhouse development on the adjacent properties to the north that are zoned B-2. The reasons for requesting the property to be rezoned to B-2 are (1) to provide continuity in zoning and land use with Cypress Crossing Phase 1 i.e. townhome construction, (2) to construct an emergency vehicle turnaround for Cypress Crossing Phase 1 and (3) to construct townhomes and apartments.

SITE MAP

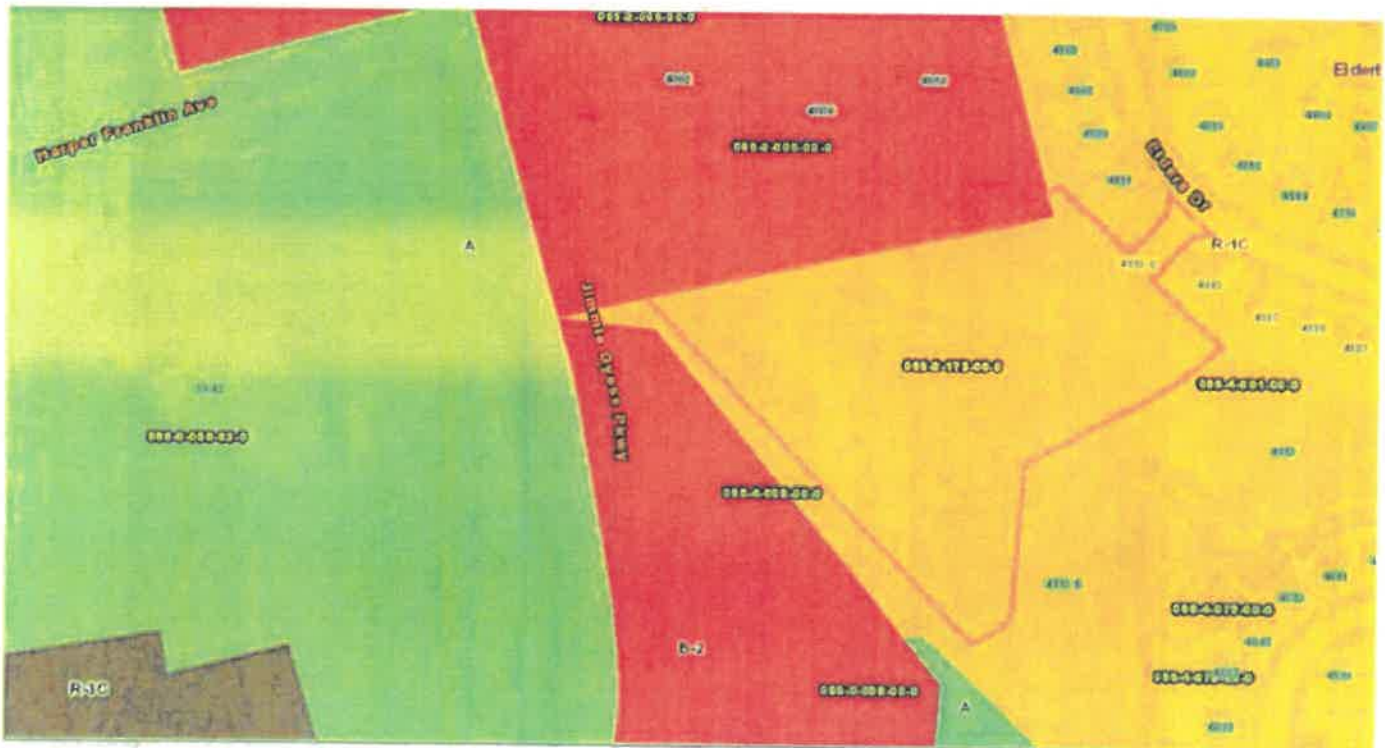


ZONING & LAND USE

The subject property, parcel I.D. No. 066-2-173-0-0, is located at 4113 C Elders Drive in Augusta Georgia. The subject property, currently zoned R-1C, has approximately 100 feet of frontage along Elders Drive and is owned by Harper Franklin Group, LLC. The subject property includes open fields, dirt drives, delineated wetlands and is interspersed with trees in the middle of the site and along the property's boundary.

Parcel I.D. Nos. 066-2-004-00-0 (2.33 acres) and 066-2-005-00-0 (3.46 acres), located on the north side of the subject property, are also owned by Harper Franklin Group, LLC. Those properties are zoned B-2 (General Business) and are currently sparsely wooded and undeveloped. The property is proposed for development as Cypress Crossing Phase 1 consisting of approximately 47 townhomes.

The west side and part of the south side of the property is bounded by Parcel I.D. No. 066-3-008-00-0, owned by Michael Abbott and zoned R-1C. That property also contains wetlands and is sparsely wooded and undeveloped. The rest of the southern side, Parcel I.D. No. 066-4-004-00-0 is owned by the City of Augusta and serves as the stormwater management pond for Elderberry Subdivision. To the east are two residential parcels (Elderberry subdivision), Parcel I.D. Nos. 066-2-172-00-0 and 066-2-174-00-0, zoned R-1C flanking the property's connection to Elders Drive.



SITE DESCRIPTION

The subject property, Cypress Crossing Phase 2, consists of approximately 8.08 acres of undeveloped lands which includes open fields, dirt drives, delineated wetlands and is interspersed with trees in the middle of the site and along the property's boundary.



Harper Franklin Group, LLC
Cypress Crossing Phase 2
EMC Project No. 20-8079

Topography within the site slopes down from northeast to southwest and is generally rolling with grades ranging from 3% to 10%.

Public water and sanitary sewer are available to the site at Harper Franklin Ave and Elders Drive. Natural gas, electrical power and telecommunication services are also available to the site.

PROPOSED SITE IMPROVEMENTS:

Proposed improvements include constructing five townhomes and associated infrastructure, and an emergency vehicle turnaround on the north side of the property, adjacent to phase 1. Proposed improvements on the uplands located near the middle of the property include twenty four one bedroom apartment units. Two single family detached residences are planned on the east side of the property nearest Elders Drive.

Access to phase 2 will be via two roadways constructed during phase 1 that connect to Harper Franklin Avenue. The need for right turn and left turn auxiliary lanes on Harper Franklin Avenue will be determined based on Augusta-Richmond County guidelines as they relate to the proposed development. Access to the two single family detached residential lots will be from Elders Drive. No connectivity to the townhomes or apartments, phase 1 or phase 2, will be made to Elders Drive.

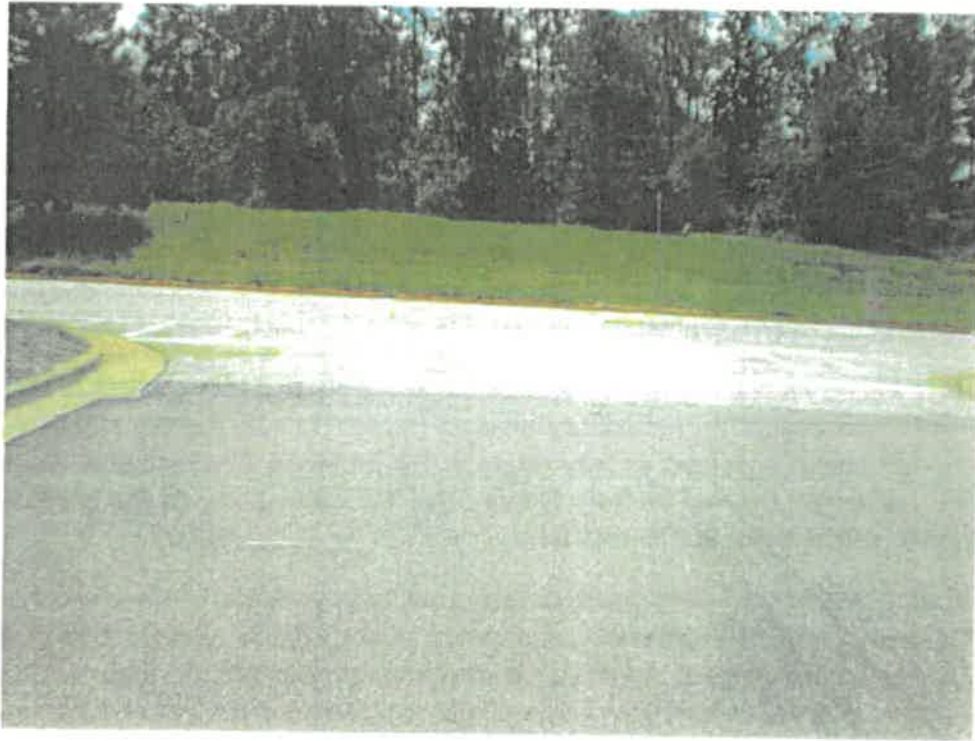
Clearing and grading will be minimized due to the proximity of the wetlands. Any proposed fill will be permitted through the US Army Corps of Engineers. Landscaping in accordance with the City of Augusta landscaping ordinance is planned for this project. Applicable buffers and setbacks will be applied in accordance with City of Augusta ordinances. It is anticipated that some of the excess soils from Phase 1 construction be spread or stockpiled on the site to be used during phase 2 with the remainder be trucked off site.

A Preliminary Concept Site Plan prepared by EMC Engineering Services is included in this submittal. Please note the number and type of units and layout of Phase 2 may be adjusted pending a decision on whether to pursue permitting to fill wetlands.

Construction Timeline:

If this re-zoning request is approved, it is anticipated that the construction start date would commence shortly after all building and site plans have been approved and permits issued. Construction timeframe is estimated to be 6 to 9 months.

Site Photos:

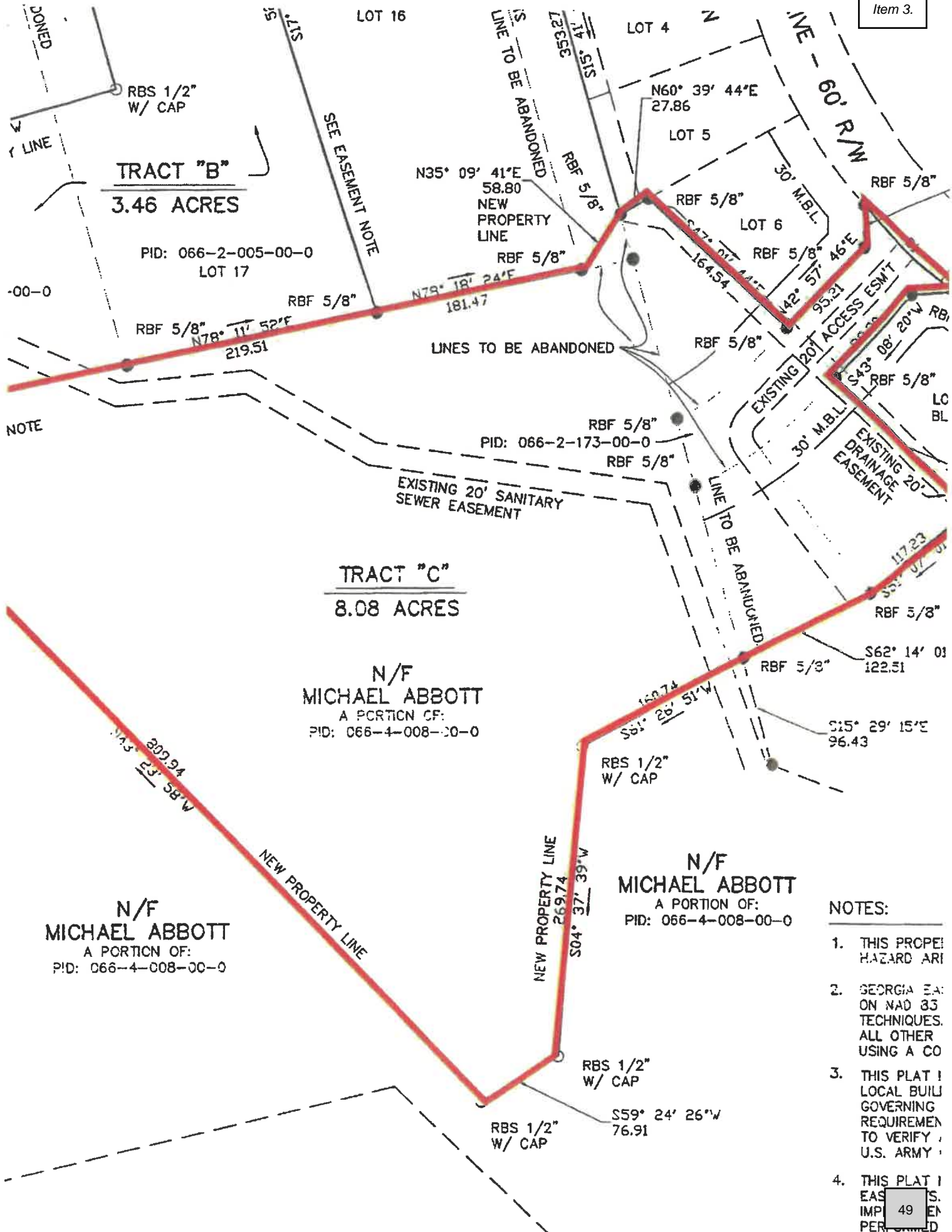


Harper Franklin Avenue



Proposed Entrance 1 to Phase 1 From Harper Franklin Avenue






Planning Commission
Z-23-12
April 10, 2023

4113 C Elders Drive

Aerial

Legend

 Parcel of Interest



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
3/24/2023 bb21255

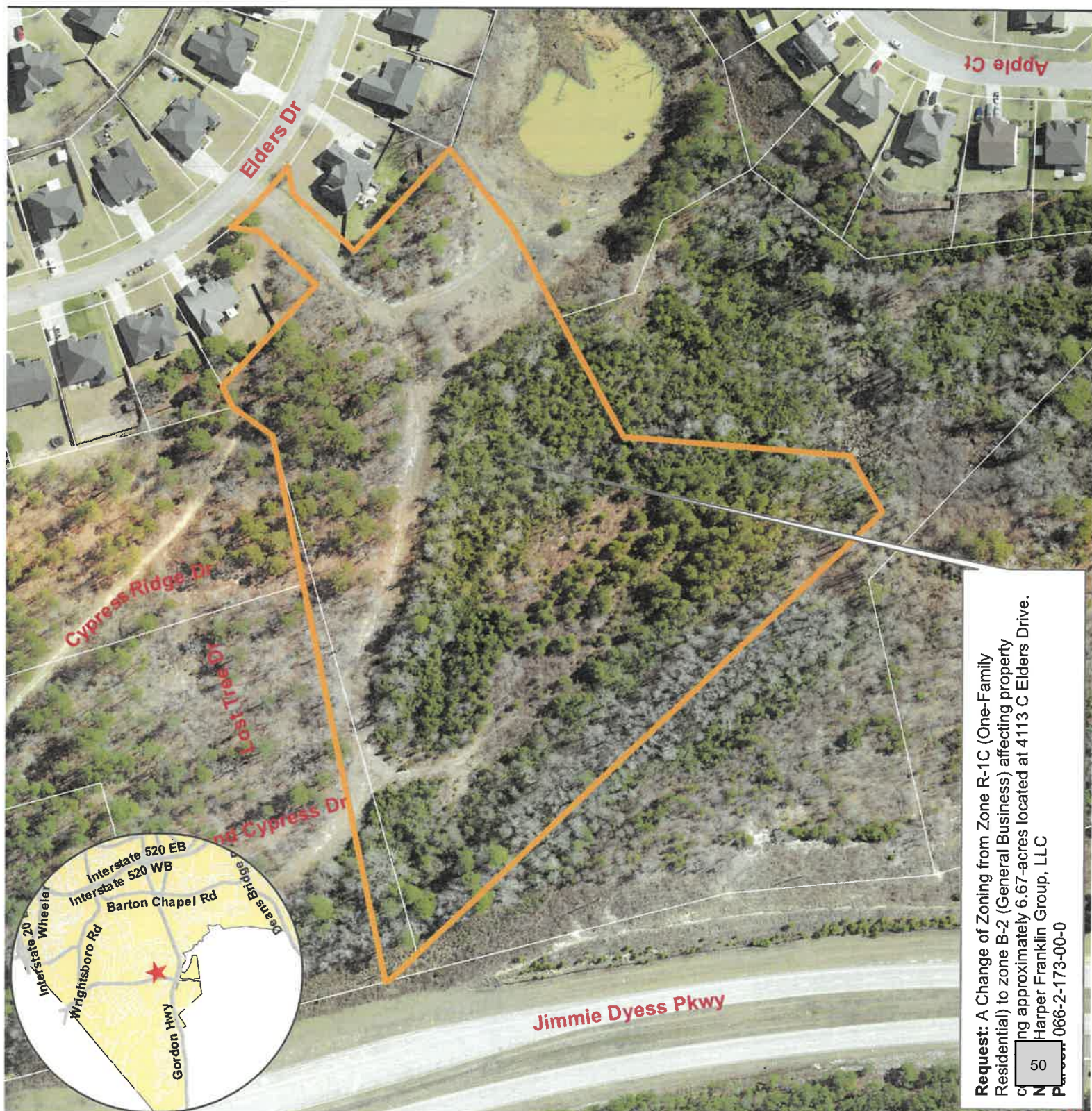
Augusta, GA Disclaimer

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Item 3.



0 200 Feet



Request: A Change of Zoning from Zone R-1C (One-Family Residential) to zone B-2 (General Business) affecting property containing approximately 6.67-acres located at 4113 C Elders Drive. Harper Franklin Group, LLC
066-2-173-00-0

Planning Commission
Z-23-12
April 10, 2023
4113 C Elders Drive
Current Zoning

Legend

Parcel of Interest

Zoning Classification

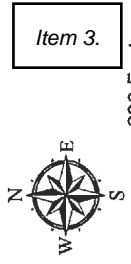
- A: Agriculture
- B-2: General Business
- R-1C: One Family Residential
- R-3C: Multiple-Family Residential



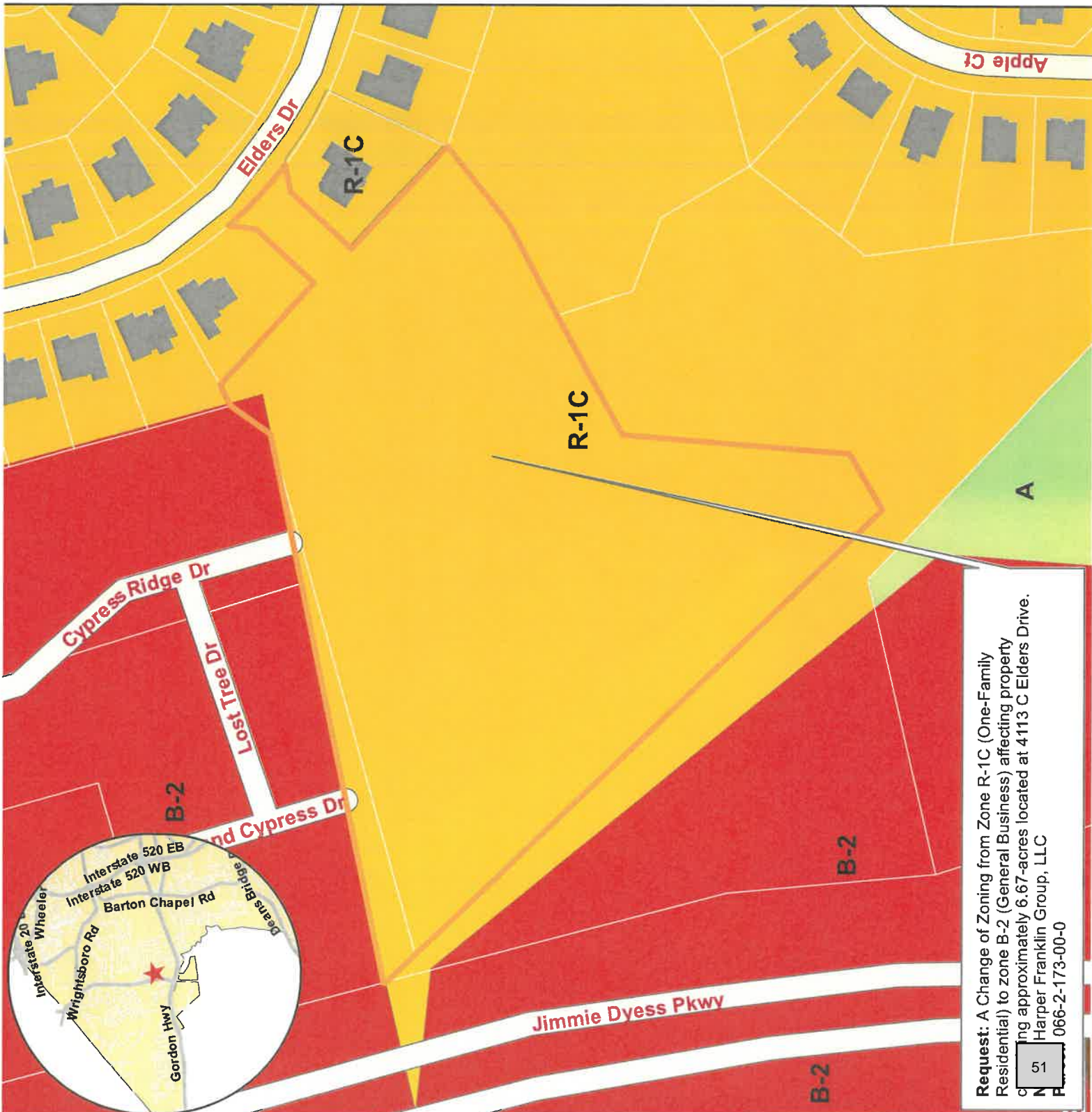
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Item 3.




Request: A Change of Zoning from Zone R-1C (One-Family Residential) to zone B-2 (General Business) affecting property containing approximately 6.67-acres located at 4113 C Elders Drive.
Harper Franklin Group, LLC
066-2-173-00-0

Planning Commission
Z-23-12
April 10, 2023

4113 C Elders Drive


Future Zoning

Legend


 Parcel of Interest

Zoning Classification

 A: Agriculture

 B-2: General Business

 R-1C: One Family Residential

 R-3C: Multiple-Family Residential



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
3/24/2023 bb21255

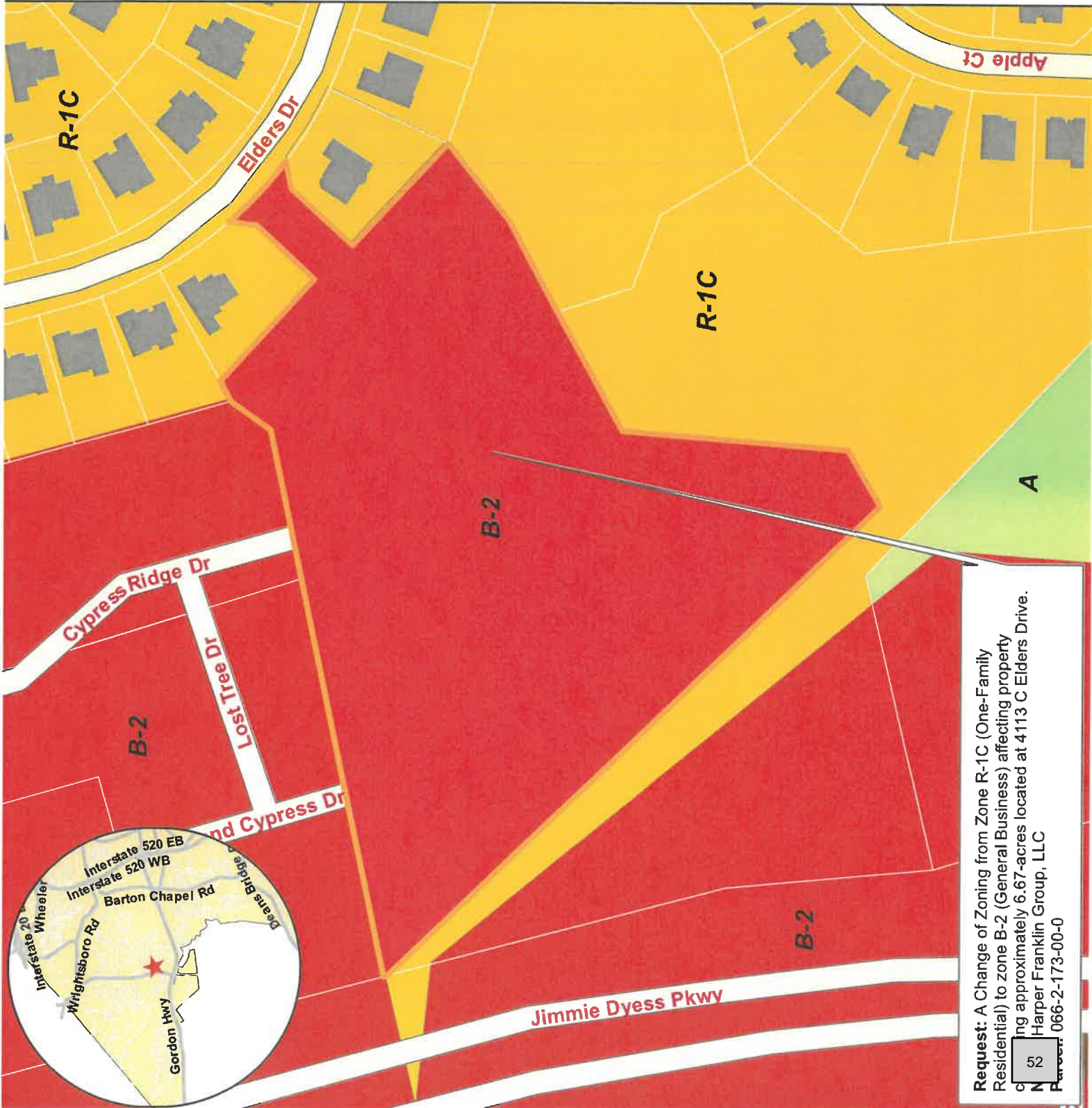
Augusta, GA Disclaimer

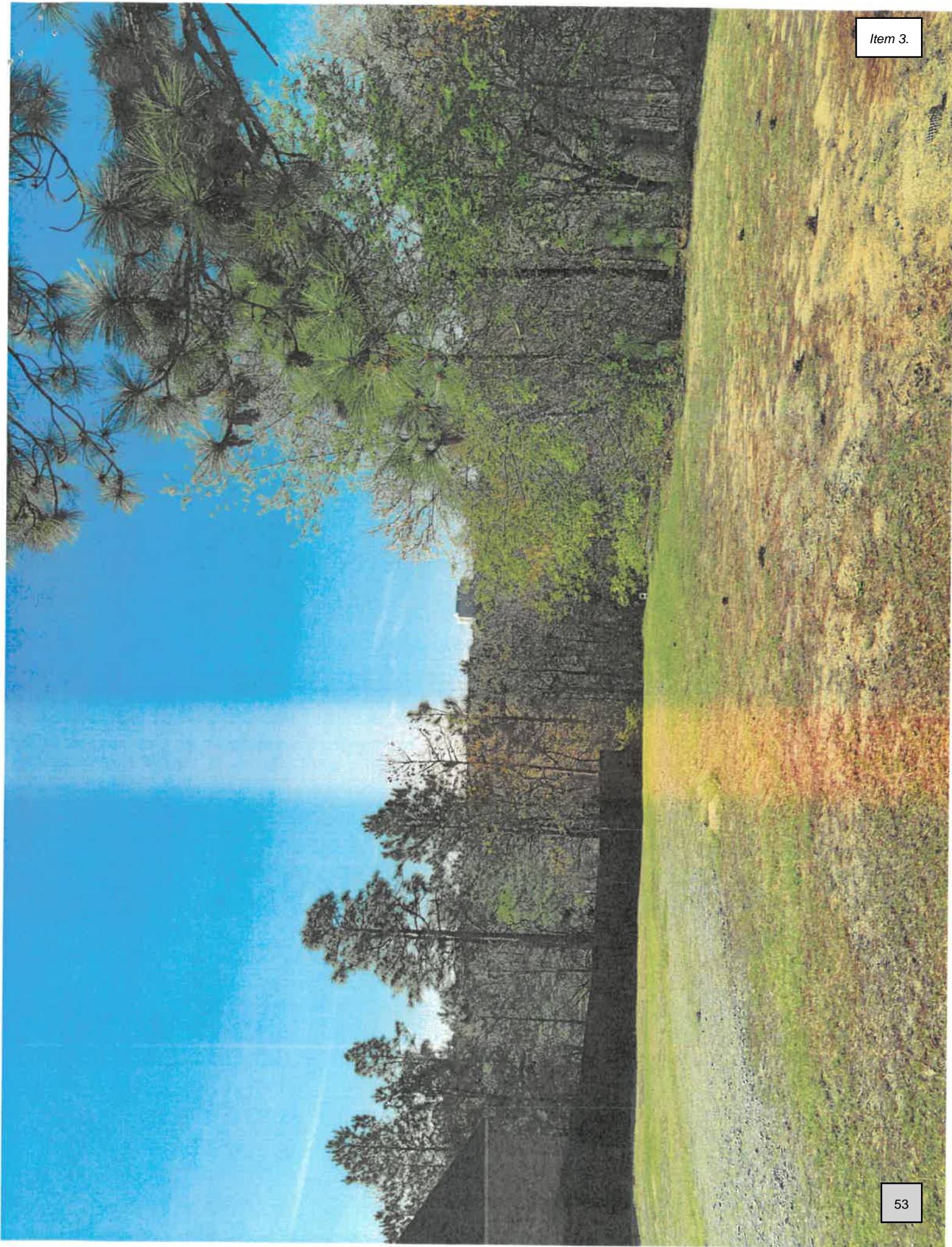
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Item 3.



0 200 Feet







Commission Meeting

May 16, 2023

Item Name: Z-23-18

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Z-23-18</u> – A request for concurrence with the Augusta Georgia Planning Commission to APPROVE a petition by John T. Arnett Jr. & Karen B. Arnett requesting a rezoning from zone R-1A (One-family Residential) to zone P-1 (Professional Office) affecting property containing approximately 0.47-acres located at 3442 Peach Orchard Road. Tax Map #133-3-015-00-0. DISTRICT 6
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. The owner shall construct a six (6) foot high wood fence along the north property line commencing where the proposed front yard parking area begins. 2. Prior to the issuance of a revised business license the owner shall comply with all applicable building and fire codes for the conversion of the house into offices. 3. Prior to the occupation of the house converted into offices, the owner shall provide ADA accessibility to the building and within the building in accordance with all Federal ADA requirements. 4. Conversion of the existing house to an office use requires submission of a detailed engineered site plan for the parking area and driveway access to determine development requirements and shall comply with the Comprehensive Zoning Ordinance of Augusta, Georgia and all other development regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, at the time of development.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**AUGUSTA-RICHMOND COUNTY, GEORGIA
PLANNING COMMISSION
STAFF REPORT**

Case Number: Z-23-18

Hearing Date: Monday, May 1, 2023

Prepared By: Brian L. Kepner, Deputy Director, Planning & Licensing

Applicant: John T. Arnett, Jr. & Karen B. Arnett

Property Owner: John T. Arnett, Jr. & Karen B. Arnett

Address of Property: 3442 Peach Orchard Road, Augusta, Georgia 30906

Tax Parcel #: Tax Map 133-3-015-00-0

Present Zoning: R-1A (One-Family Residential)

Commission District: 6 (T. Lewis)

Super District: 10 (W. Guilfoyle)

Fort Gordon Notification Required: N/A

Request	Proposed Use / Activity	Applicable Ordinance Section(s)
Rezone from R-1A (One-Family Residential) to P-1 (Professional/Office)	Convert Existing House to Professional Office Use	Comprehensive Zoning Ordinance, Section 20

Summary of Request:

The request is to rezone 0.47 acres from R-1A (One-Family Residential) to P-1 (Professional/Office) for the purposes of converting the existing house of 1,112 square feet to a professional office use for the applicant's tax accounting business.

Comprehensive Plan Consistency:

According to the 2018 Comprehensive Plan the property is located within the South Augusta Character Area. The 2018 Comprehensive Plan's vision for the South Augusta Character Area is to maintain the suburban pattern of low and medium density residential development already established in the area and that Interstate interchanges, frontage roads, and other identified nodes be the home to new commercial and light industrial/warehousing development.

Community Objectives listed for the South Augusta Neighborhood Area in the 2018 Comprehensive Plan include the placement of appropriate business within the area, provide employment options and encourage infill re-development.

Findings:

1. There are no previous zoning cases on file for this property.
2. Public potable water and public sanitary sewer systems are available to the property. Public potable water and sanitary sewer runs across the front of the property along Peach Orchard Road.
3. The Georgia Department of Transportation (GDOT) Function Classification map, 2017, identifies Peach Orchard Road as a major arterial road. The closest transit route is located approximately 275 feet to the southwest from the property at the intersection of Peach Orchard Road with Rosier Road.
4. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located within a Special Flood Hazard Area.
5. According to the Augusta-Richmond County GIS Wetlands Layer there are no wetlands located on the property.
6. Properties to the west across Peach Orchard Road are zoned B-1 (Neighborhood Business) with some parcels being vacant and a retail store. A shopping center at the intersection of Rosier Road located approximately 275 feet to the southwest has B-2 (General Business) zoning. Adjacent properties to the north, east and south are single family homes with R-1A (One-family Residential) zoning.
7. The change in zoning would be consistent with the 2018 Comprehensive Plan with its proximity to the intersection of Rosier Road and existing commercial zoning in the area.
8. The conversion to an office use of the 1,112 square foot home will require 4 parking spaces, with one of them being handicap accessible.
9. The 0.47-acre property has ample room to provide the required parking for the proposed office use.
10. With access to the property directly off Peach Orchard Road, the driveway entrance will need to meet commercial development requirements.
11. The parking areas will need to be improved to meet the provisions of the Comprehensive Plan of Augusta, Georgia for parking regulation requirements.
12. The parking plan submitted with the application did not take into consideration the existing trees located in the front yard and their proximity to the house. The Owner may want to consider providing parking to the rear of the house close to the proposed handicap parking space.

Recommendation: The Planning Commission recommends **Approval** of the rezoning application subject to the following conditions:

1. The owner shall construct a six (6) foot high wood fence along the north property line commencing where the proposed front yard parking area begins.

2. Prior to the issuance of a revised business license the owner shall comply with all applicable building and fire codes for the conversion of the house into offices.
3. Prior to the occupation of the house converted into offices, the owner shall provide ADA accessibility to the building and within the building in accordance with all Federal ADA requirements.
4. Conversion of the existing house to an office use requires submission of a detailed engineered site plan for the parking area and driveway access to determine development requirements and shall comply with the Comprehensive Zoning Ordinance of Augusta, Georgia and all other development regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, at the time of development.

Note: The staff report includes the information available approximately two weeks prior to the Planning Commission hearing. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make a verbal recommendation at the hearing based on all the information available at that time.

March 3, 2023

Letter of Intent: 3442 Peach Orchard Road, Augusta, GA 30906

We are requesting rezoning the property at 3442 Peach Orchard Road, Augusta, GA 30906, from R-1A to P-1. Our intent is to use the existing current building as a Real Estate office and Income Tax business. Good News Realty and Emma's Tax Service, which we own, currently operate at 3452 Peach Orchard Road and we would like to relocate to 3442 Peach Orchard Road. I work by appointment, so there is no need for no more than 4 cars to ever be in the parking lot. I have been doing taxes and real estate for over 30 years and I have only needed 3 parking spaces due to customers having appointments.

Thank you for your consideration,

Karen B. Arnett

John T. Arnett Jr.

H.F. HANDICAP PARK

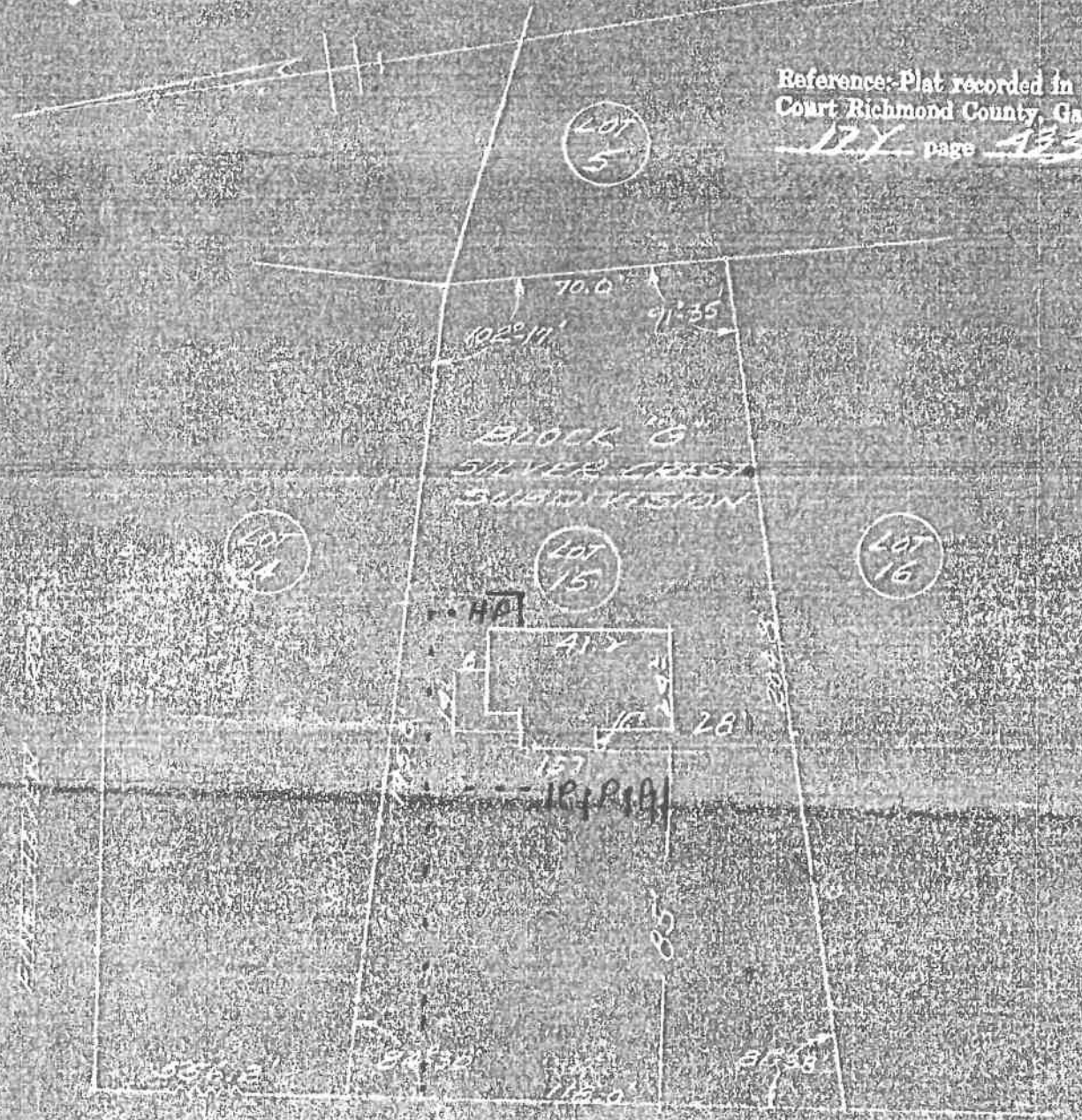
Item 4.

I certify that this plat is correct, that the improvements are located as shown, and that there are no encroachments.

Walter H. Smith

P. PARKING
: DRIVEWAY

Reference: Plat recorded in Office Clerk of Court Richmond County, Ga. in Deed Book 17X page 433



THOMAS C. MCCOLLUM
RICHMOND COUNTY, GEORGIA
SCALE 1" = 40'

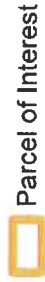




Planning Commission
Z-23-18
May 1, 2023
3442 Peach Orchard Road

Aerial

Legend



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
4/11/2023 bb21255

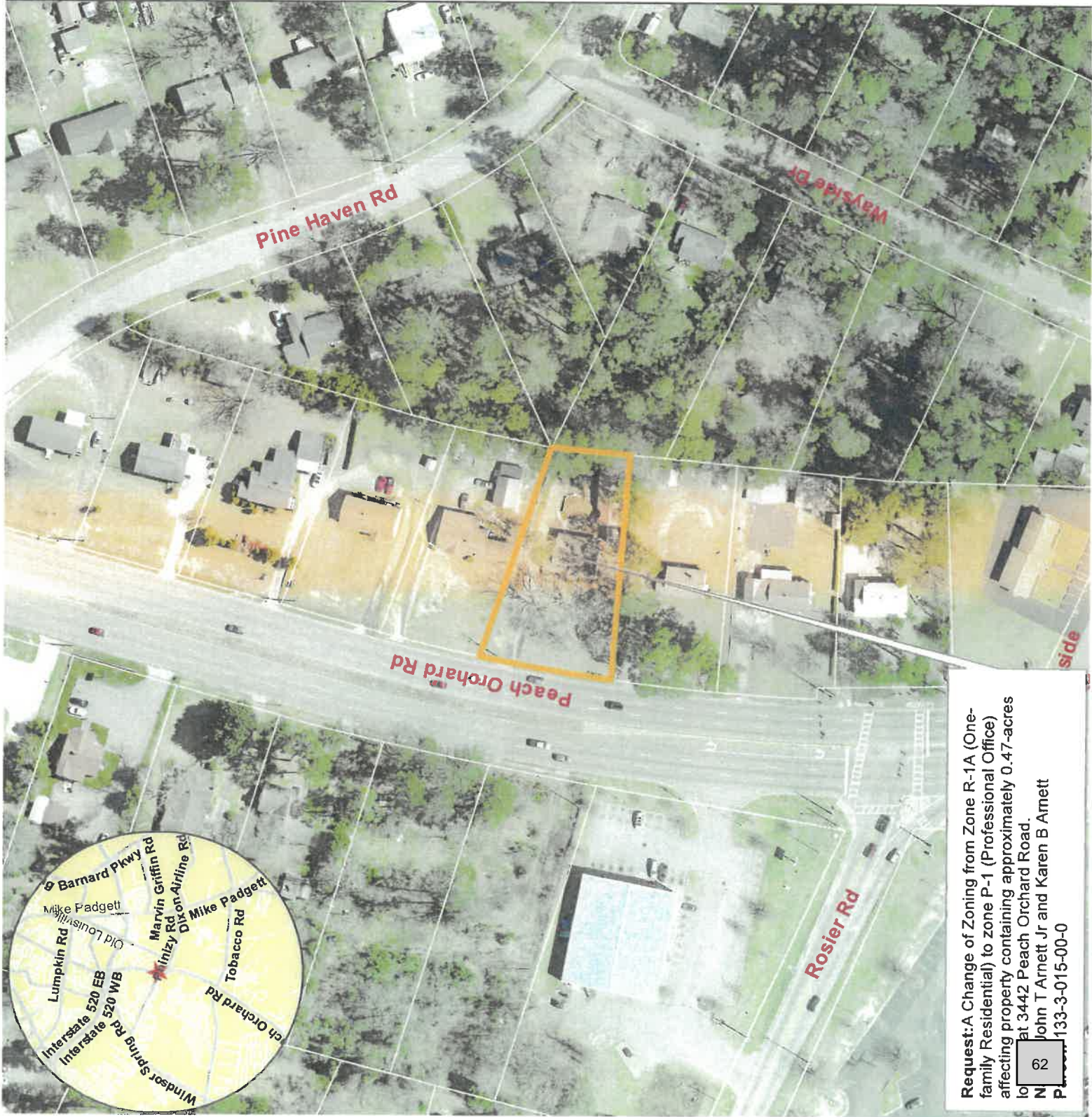
Augusta, GA Disclaimer

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Item 4.



200 Feet



Request: A Change of Zoning from Zone R-1A (One-family Residential) to zone P-1 (Professional Office) affecting property containing approximately 0.47-acres located at 3442 Peach Orchard Road.
Submitted by: John T Arnett Jr and Karen B Arnett
Phone: 706-133-3-015-00-0

Planning Commission
Z-23-18
May 1, 2023

3442 Peach Orchard Road

Current Zoning

Legend

Parcel of Interest

Zoning Classification

B-1: Neighborhood
Business

B-2: General Business

P-1: Professional

R-1A: One Family
Residential



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
4/11/2023 bb21255

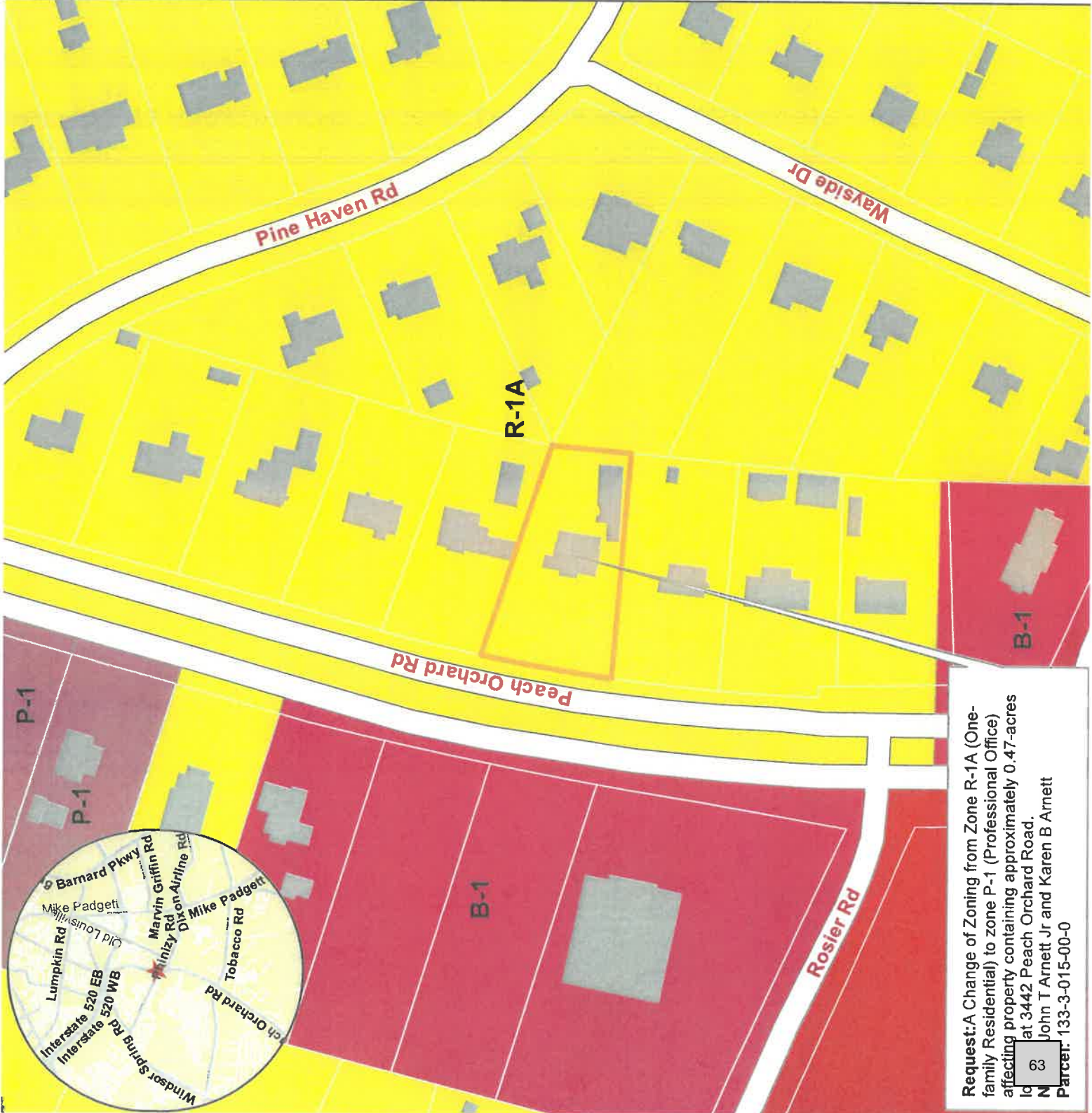
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Item 4.



200 Feet



Request: A Change of Zoning from Zone R-1A (One-family Residential) to zone P-1 (Professional Office) affecting property containing approximately 0.47-acres located at 3442 Peach Orchard Road.
Parcel: 133-3-015-00-0
Owner: John T Arnett Jr and Karen B Arnett

Planning Commission
Z-23-18
May 1, 2023

3442 Peach Orchard Road

Future Zoning

Legend

Parcel of Interest

Zoning Classification

B-1: Neighborhood
Business

B-2: General Business

P-1: Professional

R-1A: One Family
Residential



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
4/11/2023 bb21255

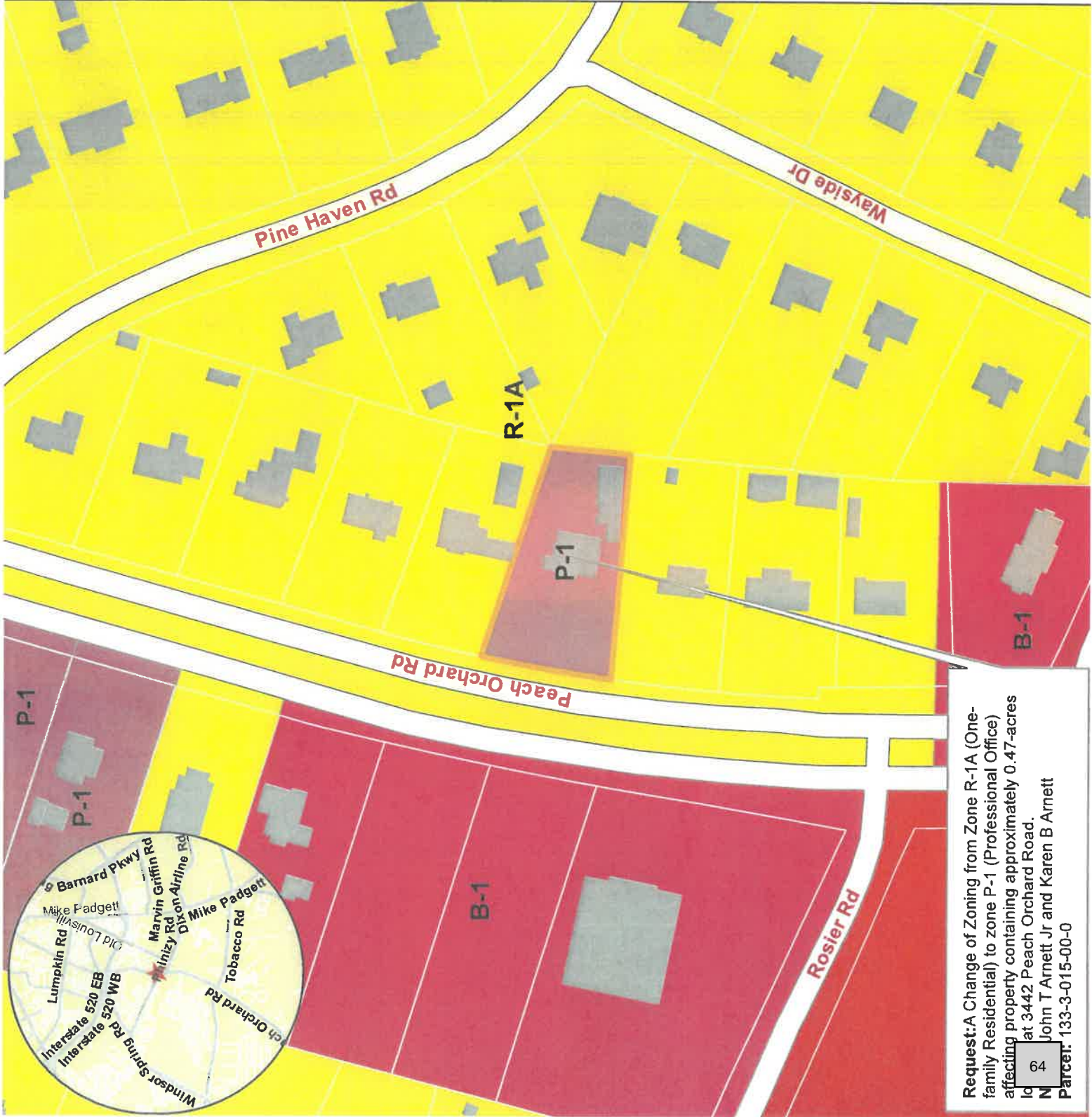
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Item 4.



0 200 Feet



Request: A Change of Zoning from Zone R-1A (One-family Residential) to zone P-1 (Professional Office) affecting property containing approximately 0.47-acres located at 3442 Peach Orchard Road.
 Requested by: John T Arnett Jr and Karen B Arnett
 Parcel: 133-3-015-00-0



Commission Meeting

May 16, 2023

Item Name: Z-23-19

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Z-23-19</u> – A request for concurrence with the Augusta Georgia Planning Commission to APPROVE a petition by Celina Lofton on behalf of Blake Dornfeld & Olivia Golden requesting a rezoning from zone A (Agricultural) to zone B-2 (General Business) affecting property containing approximately 2.7-acres located at 2836 Tobacco Road. Tax Map #129-0-739-00-0. DISTRICT 4
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> Any change in use, or expansion of, the Group Personal Care Home must return to the Planning Commission for further review and approval. The home shall be staffed on a 7-day, 24-hour basis. The home shall be limited to <u>12 residents/clients</u> with staff coming in shifts per the Augusta Health Dept. findings on the capacity of the existing septic system. Any live-in staff will be counted towards the maximum occupancy. No detached residential space shall be added to the property; all residents/clients must live in the existing home. A directional sign with the address clearly labeled with reflective lettering will be placed at the entrance to the common driveway at Tobacco Road and at the entrance to the subject property to assist emergency personnel. Additional paved parking shall be provided as required per Section 28-F-B-4. Grass parking is not permitted. The applicant must receive and maintain a City of Augusta business license and any required license with the State of Georgia. Proof of compliance with the minimum requirements of Chapter 111.8-62.01 of the O.C.G.A must be provided, and the applicant must provide annual fire department inspection reports. If wheelchair bound persons reside in the residence all 2010 ADA Standards for Accessible Design requirements must be met, including but not limited to: <ul style="list-style-type: none"> All doorways must be at least 3 feet wide. At least one bathroom that permits a wheelchair dependent person to use all bathroom facilities unimpeded.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**AUGUSTA-RICHMOND COUNTY, GEORGIA
PLANNING COMMISSION
REZONING STAFF REPORT**

Case Number: Z-23-19

Hearing Date: Monday, May 1, 2023

Prepared By: Lois Schmidt, Planner 1

Applicant: Celina Lofton

Property Owner: Blake Dornfeld & Olivia Golden

Address of Property: 2836 Tobacco Road, Hephzibah GA 30815

Tax Parcel #: 129-0-739-00-0

Present Zoning: A (Agriculture)

Commission District: 4 (A. Mason)

Super District: 9 (F. Scott)

Fort Gordon or Neighboring Jurisdiction Notification Required: N/A

Request	Proposed Use / Activity	Ordinance Section
Rezone A (Agriculture) to B-2 (General Business)	Establish a Group Personal Care Home	Section 22-1

1. Summary of Request:

The subject property is a 2.7-acre tract located at 2836 Tobacco Road that contains a 5,976 sq. ft. residential structure constructed in 1976. The applicant proposes to utilize the property as a staff operated Group Personal Care Home serving 14 residents.

Based on the floor plan submitted by the petitioner the structure contains a total of nine (9) bedrooms and four (4) bathrooms. Each floor contains a living room and kitchen. There is a handicap ramp on the rear of the property and a fenced outdoor area. The size of the rooms meets the required square footage established in the Comprehensive Zoning Ordinance.

A preliminary inspection was done by Code Enforcement officials on 4/17/2023 and the home was found to be clean and in excellent condition. The home had the necessary safety features

and passed inspection. A current Fire Dept. inspection will be needed if the petition is approved but there is a hardwired alarm system according to the applicant.

2. Zoning History:

The property received a Special Exception in 1989 (Z-89-63) to establish a Family Personal Care Home per Section 26-1-(h) of the Comprehensive Zoning Ordinance which allowed up to 6 residents/clients. Youngs Personal Care Home held a business license for many years, but the property was sold and the personal care home ceased to operate. There is no record of any further zoning approvals to expand the home from the original 6 residents/clients. But it is apparent it was expanded at some time based on the Code Enforcement inspection and applicant statements.

3. Comprehensive Plan Consistency:

According to the 2018 Comprehensive Plan, the property is located within the South Augusta Character Area. South Augusta is characterized by a suburban pattern of residential development. Commercial development is characterized by shopping centers, small strip centers, professional offices and individual commercial establishments arranged in a linear pattern along the major streets and highways and clustered near interstate highway interchanges. Newer light industrial uses tend to be located on arterial and collector roads near the Bobby Jones Expressway.

Findings:

1. The subject property is a 2.7-acre tract located at 2836 Tobacco Road that contains a 5,976 sq. ft. residential structure constructed in 1976.
2. A common driveway serves the subject property and two other properties to the south where it becomes Hoods Lane.
3. The structure contains a total of nine (9) bedrooms and four (4) bathrooms. There is a handicap ramp on the rear of the property and a fenced outdoor area.
4. The applicant is requesting to serve 14 residents/clients in the staff operated home.
5. The property received a Special Exception in 1989 (Z-89-63) to establish a Family Personal Care Home for up to 6 residents/clients. A license was maintained for many years, but the home is currently closed. There is no record of any further zoning approvals to expand the home from the original 6 residents/clients.
6. Code Enforcement Inspection inspected on 4/17/2023 and found the home to be clean and in excellent condition and large enough per square footage requirements to accommodate 14 residents.
7. The surrounding area contains B-2 zoning along Tobacco Road to the north and east consisting of a mix of business uses, townhomes and vacant property. Agriculture and single-family residential zoning and uses are located to the south. There is B-1 (Neighborhood Business) and R-1E (One-family Residential) zoning to the west. The

R-1E zoning was approved in 2022 (Z-22-07) for the purpose of developing 65 townhomes. The development plan is currently under review.

8. The home is served by public water and a septic system. The Richmond County Health Dept. inspected the property on March 27, 2023 and deemed the system adequate to serve 12 residents and staff.
9. Tobacco Road is classified as a major arterial road per the Georgia Dept. of Transportation Functional Classification Map. The proposal will have minimal traffic impact.
10. The property has an adequate driveway but limited designated parking. Parking improvements may be required for guests and staff. The number of staff is determined by the level of care required for each resident.
11. There are no floodplains or wetlands on the property.
12. Any medical care would require driving 10+ miles into Augusta. Fire Station #20 is located at 2820 Old Hwy. 1 approximately 1.7 miles from the subject.
13. Crime statistics indicate minimal criminal activity in this area. The house has a hardwired alarm system.
14. If approved the petitioner must obtain a local business license as well as any required Georgia Department of Community Health license and maintain all for the duration of the business use at the subject address.
15. There are no semi-institutional uses within 1,200 feet of the subject property and no commercial nursing homes nearby.

Recommendation: The Planning Commission recommends **Approval** of the rezoning request with the following conditions:

1. Any change in use, or expansion of, the Group Personal Care Home must return to the Planning Commission for further review and approval.
2. The home shall be staffed on a 7-day, 24-hour basis.
3. The home shall be limited to 12 residents/clients with staff coming in shifts per the Augusta Health Dept. findings on the capacity of the existing septic system. Any live-in staff will be counted towards the maximum occupancy.
4. No detached residential space shall be added to the property; all residents/clients must live in the existing home.
5. A directional sign with the address clearly labeled with reflective lettering will be placed at the entrance to the common driveway at Tobacco Road and at the entrance to the subject property to assist emergency personnel.
6. Additional paved parking shall be provided as required per Section 28-F-B-4. Grass parking is not permitted.
7. The applicant must receive and maintain a City of Augusta business license and any required license with the State of Georgia. Proof of compliance with the minimum requirements of Chapter 111.8-62.01 of the O.C.G.A must be provided, and the applicant must provide annual fire department inspection reports.
8. If wheelchair bound persons reside in the residence all 2010 ADA Standards for Accessible Design requirements must be met, including but not limited to:

All doorways must be at least 3 feet wide.

- At least one bathroom that permits a wheelchair dependent person to use all bathroom facilities unimpeded.

Note: The information included in this staff report represents the best available information at the time it is written, which is generally two weeks prior to the Planning Commission hearing at which the zoning petition is to be heard. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance of Augusta, Georgia. New facts may emerge after the staff report is written and staff reserves the right to make an oral recommendation at the hearing based on all the information available at that time.

Lofton Personal Care Home

PO Box 576
Evans GA 30809
Office# 706-432-9202
Direct#762-227-9393
Loftonpch@att.net

March 20, 2033

Dear Planning and Zoning Department,

Letter of intent:

We are requesting rezoning at 2836 Tobacco Road Hephzibah GA 30815 for congregate living for a Personal Care Home with an occupancy of 14 residents and 2 staff per shift. Our facility will provide 24hr care for seniors and or disabled individuals that need assistance with daily living activities such as meal preparations, cleaning, laundry, companionship, medication management and much more.

Sincerely,

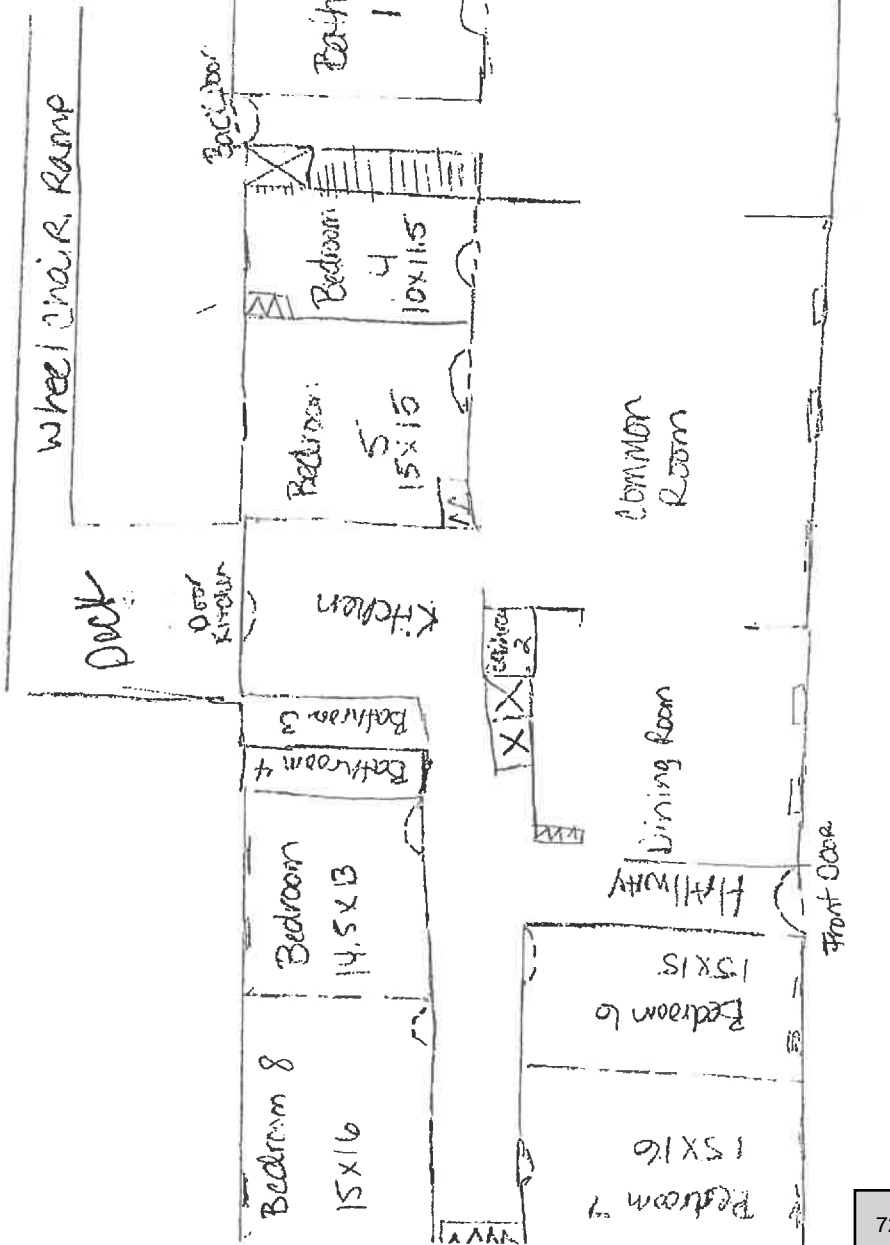
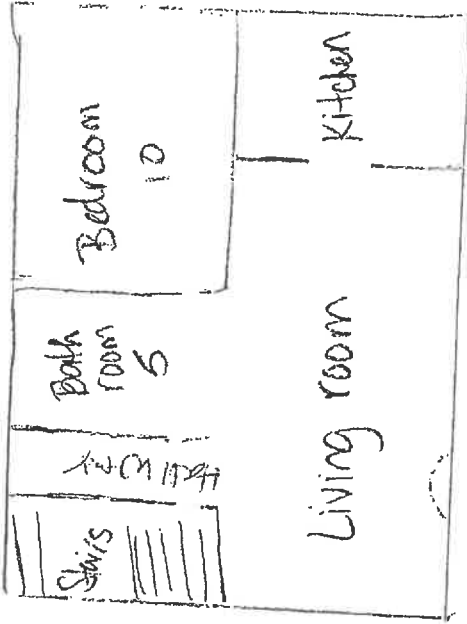


Celina Lofton Owner

Previously a pch - no current license



2nd Floor



AUGUSTA PLANNING AND DEVELOPMENT DEPARTMENT PERSONAL CARE HOME INFORMATION SHEET

The following information will help the Augusta Planning Commission evaluate your request to establish a personal care home. It will be reviewed, along with other information collected by the staff or presented by the public, in formulating a recommendation regarding your request.

You must answer the following questions truthfully, to the best of your knowledge. Untrue or purposefully deceitful answers will be noted in evaluating the request.

1. Applicant's Name Celina Lofton
2. Property Owner's Name _____
3. Address / Phone # 2836 Tobacco Rd. Hephzibah GA 30815
4. To the best of your knowledge are there any other family day care homes, personal care homes, or transitional homes within 1200 feet of the proposed location? Yes or No NO
5. If #4 is yes then what is the address. N/A
6. Is the proposed location in a subdivision? Yes or No NO
7. If #6 is yes, what is the name of the subdivision? N/A
8. If #6 is yes to the best of you knowledge are there covenants in effect that preclude conducting businesses within the subdivision, or specifically address personal care homes? Yes or No N/A
9. Would the street(s) that the property is located on be classified as major or minor streets? Yes or No YES, MINOR
10. To your knowledge have there been any traffic accidents near this location? Yes or No NO
11. Is there traffic congestion at or near this location? Yes or No NO
12. Will this home be owner operated or staff operated STAFF OPERATED
13. If owner operated will owner live in home Yes or No N/A
- ✓ 14. Are you aware this Special Exception will limit the home to a maximum of six clients. Yes or No Requesting Congregate home
15. If owner operated how many family members of the owner or operator would live in or would be kept in the home if approval were granted? N/A
16. Do you or any family member living at this address have any criminal convictions? Yes or No N/A
If Yes what was the offense N/A
17. If any staff is to be hired for this facility will proper criminal history background checks be conducted? Yes or No YES
18. To the best of your knowledge has anyone recently been arrested for a criminal act at this location or an adjoining residence? Yes or No NO
19. If the answer to #17 is yes, please explain. N/A
20. To the best of your knowledge are there any environmental problems at or near this location such as contaminated air, groundwater, or surface water? Yes or No NO

21. If #20 is yes, please explain. N/A
22. Are there any of the following near this location; (circle them) factories, junkyards, or similar land acres? NO
23. Are the adjoining lots small or large? For the purpose of this Information Sheet a small lot is smaller than 7500 square feet (75 X 100)? N/A
24. Is the proposed location a small or large lot using the criteria in #22? N/A
25. How many square feet in area is the house? 3900
26. How many bathrooms? 5
27. How many bedrooms? 10
28. Is the condition of the home good (fair or poor)? (Circle one)
29. Is there adequate outside area for the residents? (Yes or No)
30. If #29 is yes, is it behind the home? (Yes or No)
31. Will the outside area be screened from view from adjoining residences by shrubs, a wooden fence, or a masonry wall? (Yes or No)
32. Describe how additional parking would be accommodated on the property.
The existing circle driveway will be used
33. Would provision of additional parking require use of the front yard area? Yes or No No
34. Could persons visiting the clients pull forward into the street, or would they have to back into the street? Pull forward or Back into Pull Forward
35. Will any of the clients/patients be currently incarcerated or otherwise involved with the criminal justice system. NO
36. Is there public sewerage, or is sewerage provided by septic tanks? Septic tank
37. A sign would not be permitted, is that OK? Yes or No Requesting Bd Zoning
38. The personal care home, if approved must be located in the home, not in an accessory structure. Is that OK? (Yes or No)
39. If approved there can be no exterior modification of the residence to accommodate the personal care home except those necessary to comply with the American for Disabilities Act. Is that OK? (Yes or No)
40. Have you been in contact with the Neighborhood Association/adjacent neighbors about your plans? Yes or No N/A - NO
41. Have you been in contact with the State Department of Human Resources Personal Care Home Division to begin the licensing process. Yes or No YES
42. Please be aware that all application fees are non-refundable.
43. Approvals or business licenses may be revoked if the Planning & Development Dept. or any other City Dept. finds just cause.

Celine Raptor
Signature of Applicant

3.22.2023
Date

2836 Tobacco Road

GROUP HOME (proposal)

Map/parcel 129-0-739-00-0

Currently zoned A (Agriculture)

2.7 Acres Class R-4 Residential Small Tracts

Applicant: **CELINA LOFTON 762-227-9393 / mscelinalofton@gmail.com******This parcel was previously a Group Home ****

**** Ms. Lofton is currently operating a Group Home at another location and is applying for this location so she can expand and provide services for more persons needing care.**

This parcel addressed 2836 Tobacco Rd is located on a 2.7 acre lot.

The existing structure here has the following attributes for the proposed use:

- 10 bedrooms
- 5 bathrooms
- Foyer
- A common room for watching television, playing games, reading, etc. and there is already a piano in this room
- Dining room
- 2 kitchens (1 main kitchen downstairs and a small kitchen upstairs at the bedroom suite)
- There is already a handicap ramp at the rear exit to the back lot
- There is an existing patio deck at the rear exit
- It is noted that all Hard-wired, illuminated EXIT signs, smoke detectors, fire extinguishers and other FIRE equipment is in place here from the previous operating Group Home

The bedrooms here are equipped to service possibly a **total of fourteen(14) persons if the suite is to be utilized as a room for a "couple" needing their services).**

The rooms as outlined is listed here:

- Rooms # 1, 2,3 and 4 – will sleep 1(one) person per room with bedroom #4 having a private bath in the room = **(4 persons)**
- Rooms# 5,6,7 and 8 – will sleep 2 persons per room / it is noted that **Room #7 is being worked on at this time of inspection = (8 persons)**
- Room **#9** will remain vacant and will possibly be used as a **"Prayer-Quiet Room"** or a place to do the persons hair)
- Room **#10** which is the **upstairs suite** may possibly be used as residing quarter for a **"married couple" needing assistance** of a Group Home environment OR if not, it will be used as **an on-site office for the staff.**
**** (If a couple is to be here – this will be the other @2 persons)**

4+8+2= 14 persons total occupants not to include staff.

There were no noted violations at this time of Initial Inspection except the cosmetic work being completed for Room #7



Anita Williams

Code Enforcement Officer Senior



Date

Group Home

PCH Check List

PCH name - Lofton Senior Living *was Lofton PCH
 Applicant / contact info. - Celina Lofton 1-762-227-9393
 Property address- 2836 Tobacco Road
Hephzibah, GA 30815

Mobility devices-

- ☐ Residents using any mobile devices
- ☐ Handrails and grab bars
- ☒ Front yard ramps with landscape buffer
- ☒ Wheel chair 60 x 60 turning radius

Bedrooms-

- ☒ 100 Sq. ft. per person

Bathrooms-

- ☐ 1 bathing or showering facility- per 6 person
- ☒ 2 bathing or 2 showering facility- per 6 to 12 person
- ☐ 1 lavatory and 1 toilet- per 4 person
- ☐ 2 lavatory and 2 toilet- per 5-8 person

Dining area able to accommodate all persons at same meal sitting--

- ☒ 3 to 5 person 80 sq. ft.
- ☐ 6 person 100 sq. ft.

Living area-

- ☐ 3-5 persons 120 sq. ft.
- ☒ 6 person 150 sq. ft.

Fenced and accessible outdoor area

- ☒ Fence good repair and outdoor area is available

Parking spaces-

- ☐ 2 residents/ 3 spaces
- ☐ 3 residents/ 3 spaces
- ☐ 4 residents/ 4 spaces
- ☐ 5 residents/ 4 spaces
- ☒ 6 residents/ 4 spaces

Exterior property areas

- ☐ Sanitation
- ☐ Overgrowth
- ☐ Sidewalks
- ☐ Weeds

All maintained

- ☐ Accessory structure none at this time

Swimming pools

- ☐ Gate: self-closing and self-latching
- ☐ Barrier at least 48 inches

N/A

Exterior structure

- * ☐ Premise identification need to upgrade at the entrance
- ☒ Roof
- ☒ Walls
- ☒ Exterior Walls and fascia
- ☒ Stairs, decks, porches, balconies
- ☒ Handrails and guards
- ☐ Basement hatchways secured

Interior Structure

- ☒ Walls
- ☒ Ceilings
- ☒ Doors
- ☒ Windows openable
- ☒ Floor covering impervious to water and clean
- ☒ Toilet (Flush properly, no leaks, secured to floor)
- ☒ Lavatory (Leaks, hot water, broken fixtures, drains properly)
- ☒ Kitchen sink (Leaks, hot water, broken fixtures, drains properly)
- ☒ Bathtub/ shower (Leaks, hot water, broken fixtures, drains properly)
- ☒ Receptacle/GFIC and switch covers (broken or missing)
- ☒ Expose wiring or old equipment no longer in use needs to be abated
- ☒ Panel box (clearance, all openings are filled)
- ☒ Heating facility
- ☒ Smoke detectors / fire prevention equipment/means of egress

all in good conditions

Zoning

- ☐ Meets all zoning requirements

currently zoned A (Agriculture)
class R-4

Additional comments

- This location of 2836 Tobacco Rd was previously operating as a Group Home.
- Applicant, Ms. Layton, is currently operating a Group Home elsewhere and is applying to start a Group Home here to provide services for more persons needing care

Approved _____

Not approved _____

Follow-up required

N/A

Inspector

Anita Williams
Code Enforcement

Phone


706-312-5178

Planning Commission
Z-23-19
May 1, 2023

2836 Tobacco Road

Aerial

Legend

 Parcel of Interest

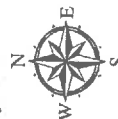


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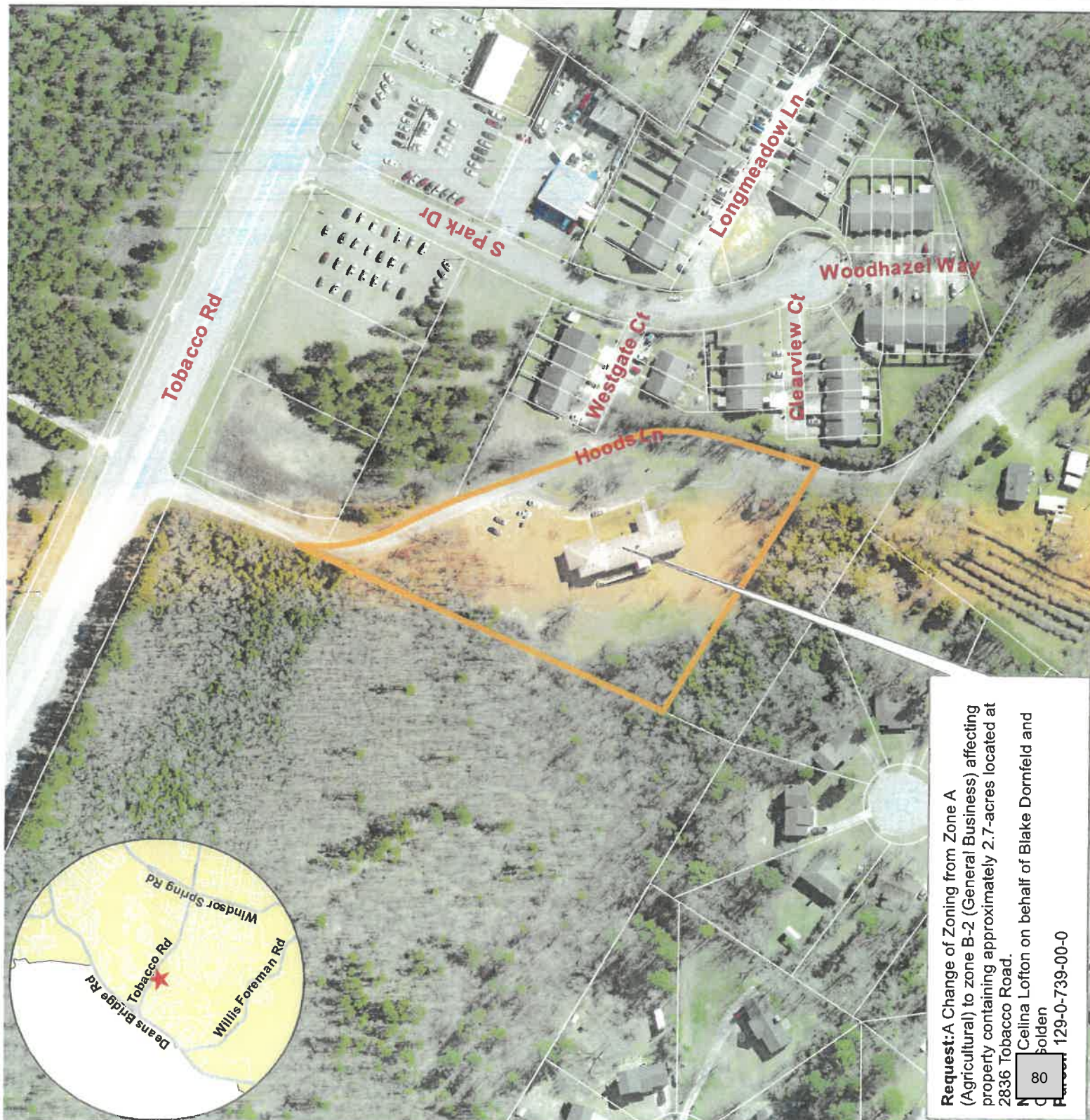
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Item 5.



0 200 Feet



Request: A Change of Zoning from Zone A (Agricultural) to zone B-2 (General Business) affecting property containing approximately 2.7-acres located at 2836 Tobacco Road.
Celina Lofton on behalf of Blake Dornfeld and Golden
129-0-739-00-0

Planning Commission
Z-23-19
May 1, 2023

2836 Tobacco Road

Current Zoning

Legend

Parcel of Interest

Zoning Classification

A: Agriculture

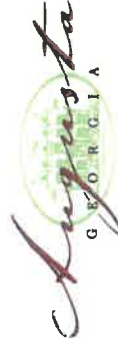
B-1: Neighborhood
Business

B-2: General Business

R-1: One Family
Residential

R-1C: One Family
Residential

R-1E: One Family
Residential

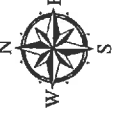


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Request: A Change of Zoning from Zone A (Agricultural) to zone B-2 (General Business) affecting property containing approximately 2.7-acres located at 2836 Tobacco Road.
Celina Lofton on behalf of Blake Dornfeld and Golden
Parcel: 129-0-739-00-0

2836 Tobacco Road

Future Zoning

Legend

 Parcel of Interest

Zoning Classification

 A: Agriculture

 B-1: Neighborhood Business

 B-2: General Business

 R-1: One Family Residential

 R-1C: One Family Residential

 R-1E: One Family Residential



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Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
4/11/2023 bb21255

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Request: A Change of Zoning from Zone A (Agricultural) to zone B-2 (General Business) affecting property containing approximately 2.7-acres located at 2836 Tobacco Road.
Celina Lofton on behalf of Blake Dornfeld and Golden
Parcel: 129-0-739-00-0





Commission Meeting

May 16, 2023

Item Name: Z-23-20

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Z-23-20</u> – A request for concurrence with the Augusta Georgia Planning Commission to APPROVE a petition by Woda Cooper Development, Inc. on behalf of J-Mar Broad Street Investments, LLC requesting a rezoning from zone B-2 (General Business) to zone PUD (Planned Unit Development) affecting properties containing approximately 1.33-acres located at 1427 & 1437 Broad St. Tax Map #036-3-003-00-0 and 036-2-041-00-0. DISTRICT 1
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. Permitted uses of the site be limited to multi-family apartments, professional offices and retail development. 2. The final site plan must include lot coverage, open space calculations, bicycle and pedestrian facilities, and required streetyards and landscaping. 3. The total height of any structures shall not exceed 4 stories or 60 feet, to include any attached or detached structures. 4. The overall density shall not exceed 40 units per acre. 5. A minimum of 63 off-street parking spaces shall be provided. 6. There shall be a 10-foot front setback on Broad Street, a minimum 25-foot setback on Saint Sabastian Way and Jones Street and a minimum side setback of 25 feet. 7. A minimum of 10 percent of the site shall be dedicated to open space. Open spaces must include enclosed spaces within the site. 8. The maximum lot coverage for each lot shall be 40 percent, not including parking and similar surface improvements. 9. A fence or screen wall in the required front yard shall not exceed six (6) feet in height. Fencing must include wrought iron and/or brick wall and may be constructed on the side boundary not adjacent to the street. 10. Any outdoor storage shall be limited to enclosed buildings or screening with a 6-foot wood privacy fence or masonry wall. 11. Freestanding signs must comply with standards of the B-1 (Neighborhood Business) zone. Building or wall mounted signs are limited to a maximum surface area of 2 square feet per linear foot. Projecting signs may not project

more than 5 feet from the building wall it is attached except for canopy or a mounted signs. Window signs may not occupy more than 20 percent of the area of any window.

12. Improve sidewalks and remove any dead-end driveway entrances on all adjacent streets to meet the lasted adopted ADA standards.
13. New curb cuts must be permitted and meet the standards of Augusta Traffic Engineering Department.
14. Any changes deemed major will trigger the need to amend the original PUD site plan and require Augusta Commission approval.
15. Final building elevations and materials of the proposed structures are subject to Planned Development Riverfront Review Board approval prior to submission of a building permit.
16. Minor changes to an approved PUD site plan may be handled administratively by the Planning Director.
17. A trash compactor must be installed internal to the building.
18. The open space adjacent to the community must be completely enclosed by 6 foot wrought-iron fence.
19. The developer 62 + age requirement must be maintained or must return to the Planning Commission and Augusta Commission.

Funds are available in N/A
the following accounts:

REVIEWED AND N/A
APPROVED BY:

**AUGUSTA-RICHMOND COUNTY, GEORGIA
PLANNING COMMISSION
STAFF REPORT**

Case Number: Z-23-20

Hearing Date: Monday, May 1, 2023

Prepared By: Kevin Boyd, Development Services Manager

Applicant: Woda Cooper Development, Inc.

Property Owner: J-Mar Broad Street Investments, LLC

Address of Property: 1427 and 1437 Broad Street, Augusta, GA 30901

Tax Parcel #: 036-3-003-00-0 and 036-2-041-00-0

Present Zoning: B-2 (General Business)

Commission District: 1 (J. Johnson)

Super District: 9 (F. Scott)

Fort Gordon Notification Required: N/A

Request	Proposed Use / Activity	Applicable Comprehensive Zoning Ordinance Section
Rezone from B-2 to PUD	Senior Housing Complex (62+) / Mixed-use Development	Section 19-1

1. Summary of Request:

This petition involves two commercial lots totaling 1.33 acres and is bounded by Broad Street to the south, Saint Sebastian Way to the east and Jones Street to the north. Subject property, 1437 Broad Street, contains a 1,750 square foot garage, a 600 square foot office and 140 square foot storage building. 1427 Broad Street remains mostly vacant lot, only containing a portion of the storage building from the adjacent lot. The properties are zoned B-2 (General Business) and not located in the Central Business District (CBD). The applicant seeks to rezone the property for a PUD to develop a 52-unit senior housing complex.

The Watson Pointe site will be a new construction of a 4-story building with an elevator. The unit split will be 34 one-bedroom units and 18 two-bedroom units with a total of 52 units. All units are as designated as affordable housing under the LIHTC program. The development will have a covered picnic area with grills, a community room, art and crafts center and an equipped computer room. A total of 63 off-street parking spaces are planned for the site.

2. Comprehensive Plan Consistency:

Downtown Augusta contains a mix of land uses, architectural styles and taller buildings with reduced or no front or side setbacks. It experiences a high level of access for vehicles, pedestrians, and transit. 2018 Comprehensive Plan envisions more people living downtown through efforts to revitalize vacant and underutilized lots. Public and private investments will continue to fuel opportunities for infill development in the future.

3. Criteria / Evaluation for the proposed PUD development:

- i. Permitted Uses: Multi-family apartments, professional office, restaurants, and retail.

Design review of exterior elevations and materials will be required as part of the Site Plan review process. The final design must receive approval from the Planned Development Riverfront Review Board.

- ii. Building Height: The total height of any structure shall not exceed 4 stories or 60 feet, to include any attached or detached structures.
- iii. Density: The overall density of the site shall not exceed 40 units per acre.
- iv. Parking: The developer must provide 63 off-street parking spaces in total (1.2 parking spaces per unit).
- v. Setbacks: The required building setbacks should be as follows:
 - a. Front setback (Broad Street): 10-foot setback
 - b. Front setback (San Sebastian Way): 25-foot setback
 - c. Front setback (Jones Street): 25-foot setback
 - d. Side setback: 25-foot setback
- vi. Landscaping and Buffers: The site must conform with all related provisions of the Augusta Tree Ordinance or applicable landscaping codes.
- vii. Open space: A minimum of 10% of the site shall be dedicated to open space. Such open spaces may also include park, recreational or plaza primarily used for public use within 1,300 of the development boundary.
- viii. Lot coverage: The maximum lot coverage for each lot shall be 40 percent, not to include parking and similar surface improvements.

- ix. Fence: A fence or screen wall in the required front yard shall not exceed six (6) feet in height. Fencing must include wrought iron, a brick wall may be constructed on the side boundary not adjacent to the street.
- x. Outdoor Storage: Any outdoor storage shall be limited to enclosed buildings or screening with a 6-foot wood privacy fence or masonry wall.
- xi. Signage: Freestanding signs must comply with standards of the B-1 (Neighborhood Business) zone. Building or wall mounted signs are limited to a maximum surface area of 2 square feet per linear foot. Projecting signs may not project more than 5 feet from the building wall it is attached except for canopy or awning mounted signs. Window signs may not occupy more than 20 percent of the area of any window.

4. Findings:

1. The site is situated in the B-2 (General Business) zone. There are no previous zoning cases on file for the property.
2. The 1.33-acre tract is bounded by Broad Street to the south, Saint Sebastian Way to the east and Jones Street to the north.
3. Based on the plan, a total of 52 units are planned for the site. There will be 34 one-bedroom units and 18 two-bedroom units.
4. Georgia Department of Transportation (GDOT) Functional Classification map, 2017, classifies Broad Street and Saint Sebastian Way are identified as minor arterial streets, whereas Jones Street as a major arterial street. Transit routes run along Broad Street and two bus stops are located approximately 450 feet of the property.
5. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located in a Special Flood Hazard Area.
6. According to the Augusta-Richmond County GIS Wetlands Layer there are no wetlands located on the property.
7. The site is situated in the Planned Development Riverfront (PDR) Zone.

Recommendation: The Planning Commission recommends Approval of the rezoning request, subject to the following condition(s):

1. Permitted uses of the site be limited to multi-family apartments, professional offices and retail development.
2. The final site plan must include lot coverage, open space calculations, bicycle and pedestrian facilities, and required streetyards and landscaping.
3. The total height of any structures shall not exceed 4 stories or 60 feet, to include any attached or detached structures.
4. The overall density shall not exceed 40 units per acre.
5. A minimum of 63 off-street parking spaces shall be provided.

6. There shall be a 10-foot front setback on Broad Street, a minimum 25-foot setback on Saint Sebastian Way and Jones Street and a minimum side setback of 25 feet.
7. A minimum of 10 percent of the site shall be dedicated to open space. Open spaces must include enclosed spaces within the site.
8. The maximum lot coverage for each lot shall be 40 percent, not including parking and similar surface improvements.
9. A fence or screen wall in the required front yard shall not exceed six (6) feet in height. Fencing must include wrought iron and/or brick wall and may be constructed on the side boundary not adjacent to the street.
10. Any outdoor storage shall be limited to enclosed buildings or screening with a 6-foot wood privacy fence or masonry wall.
11. Freestanding signs must comply with standards of the B-1 (Neighborhood Business) zone. Building or wall mounted signs are limited to a maximum surface area of 2 square feet per linear foot. Projecting signs may not project more than 5 feet from the building wall it is attached except for canopy or awning mounted signs. Window signs may not occupy more than 20 percent of the area of any window.
12. Improve sidewalks and remove any dead-end driveway entrances on all adjacent streets to meet the lasted adopted ADA standards.
13. New curb cuts must be permitted and meet the standards of Augusta Traffic Engineering Department.
14. Any changes deemed major will trigger the need to amend the original PUD site plan and require Augusta Commission approval.
15. Final building elevations and materials of the proposed structures are subject to Planned Development Riverfront Review Board approval prior to submission of a building permit.
16. Minor changes to an approved PUD site plan may be handled administratively by the Planning Director.
17. A trash compactor must be installed internal to the building.
18. The open space adjacent to the community must be completely enclosed by 6 foot wrought-iron fence.
19. The developer 62 + age requirement must be maintained or must return to the Planning Commission and Augusta Commission.

Note: This staff report includes the information available approximately two weeks prior to the Planning Commission hearing. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make a verbal recommendation at the hearing based on all the information available at that time.



WODA COOPER COMPANIES

614.396.3200
www.wodagroup.com
500 South Front St
10th Floor
Columbus, Ohio 43215

March 14, 2023

Brian L. Kepner
Zoning Administrator
City of Augusta
Planning & Development Department
535 Telfair Street, Suite 300
Augusta, GA 30901

RE: Rezoning of parcels located at 1427 & 1437 Broad St, Augusta

We are herewith submitting this request to rezone this property from a B-2 zoning to a new PUD zoning. This proposed PUD rezoning is for senior multifamily housing. Our development will target low and moderate income residents. We are currently working with the City of Augusta's Housing & Community Development Department as well as with the Augusta Housing Authority to obtain their support. Initial discussions are very positive.

Below is a brief narrative of the proposed development.

Woda Cooper Development, Inc. and Parallel Housing Inc. are proposing to develop the 1427 & 1437 Broad St site ("the Site") with 52 units for the elderly (62+) in Augusta, Richmond County, Georgia. Woda Cooper Developer, Inc., a top ranked national affordable housing developer from Columbus, Ohio, with its development office for the Southeast in Savannah, Georgia and Parallel Housing Inc., a non-profit sustainable affordable housing developer from Athens, Georgia, have successfully partnered together in several developments in Georgia.

The development is being named Watson Pointe. The Site is ideal for this senior development as it is close to proximity to downtown and within a quarter of a mile of a bus stop that services 4 bus routes. That stop is located on the corner of Broad St and Fourteenth St. Watson Pointe will provide 63 off-street parking spaces in total (1.2 parking spaces per unit). Also, the Site is a 3 minute, 0.7 mile drive to and from the Piedmont Augusta Hospital.

The Watson Pointe site will be a new construction 4-story building with an elevator. The unit split will be 34 one-bedroom units and 18 two-bedroom units with a total of 54 units. We are currently planning to have all 52 of the units as designated affordable units under the LIHTC program.

Watson Pointe will have a covered picnic area with grills, a community room, art & crafts center, and an equipped computer room.

The development will have 2,862 square feet of commercial space that will be divided into 3 units located at the corner of Broad St and St. Sebastian Way.

The residential units will offer quality amenities such as high efficiency HVAC, range, refrigerator, dishwasher, microwave oven, washer/dryer hookups, LVT flooring, window blinds, and ceiling fans.

The Site is perfect for such development and the market studies that we have ordered in 2022 disclosed a strong demand for affordable housing in Augusta. The Site is in a QCT and is within the boundaries of the Downtown Redevelopment Plan (last updated in 2017).

The Watson Pointe Site has a full range of amenities nearby, along the vibrant Broad Street corridor. Close to Augusta's historical downtown, including restaurants, churches, medical facilities, and other retail stores all within a mile from this location.

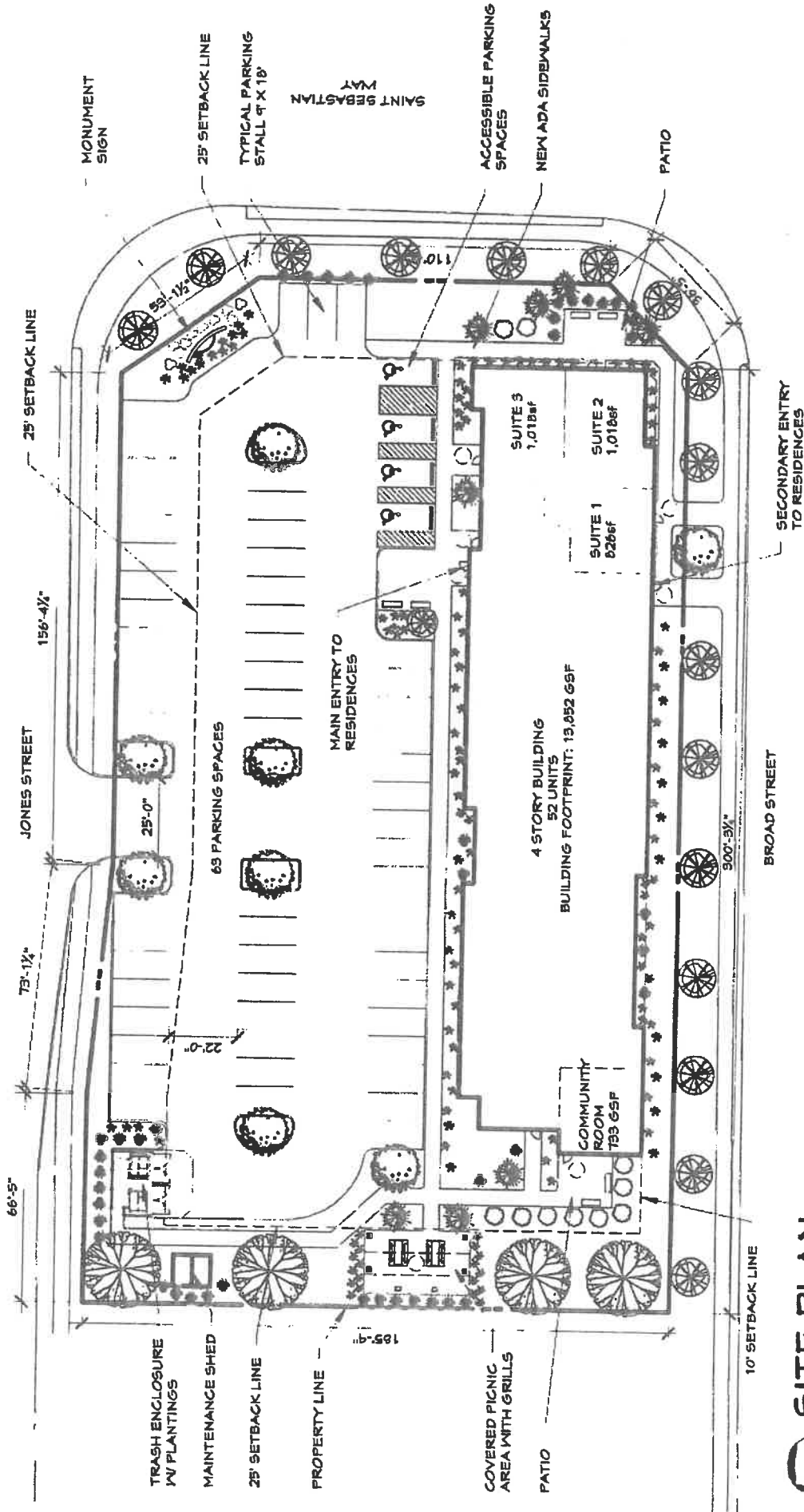
The development team is experienced in building sustainable developments and all their developments in Georgia have obtained LEED for Homes Gold or Platinum certifications or built to the Department of Energy's Zero Energy Ready Home standards. This development will comply with the LEED for Homes program.

The property would have recorded covenants restricting the use of this property for affordable housing (LIHTC development) for 30 years.

Please contact me at (912) 224 2169 or at dblackburne@wodagroup.com if you have any questions.



Sincerely,
Denis Blackburne
Senior Vice President
Woda Cooper Development, Inc.



SITE PLAN



<p>ARCHITECT OF RECORD PCI DESIGN GROUP, INC. 300 SOUTH FRONT STREET SUITE 975 COLUMBUS, OHIO 43215 Copyright 2023 PCI Design Group, Inc. All Rights Reserved</p>	<p>DESIGN GROUP</p>	<p>PROJECT TYPE SENIOR HOUSING</p>	<p>SHEET TITLE SITE PLAN</p>	<p>DATE 3-27-2023 DRAWN BY</p>	<p>PROJECT TITLE WATSON POINTE 1427 BROAD STREET AUGUSTA, GEORGIA, 30901</p>	<p>SHEET A2.1</p>
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Planning Commission
Z-23-20
May 1, 2023

1427, 1437 Broad St

Aerial

Legend

 Parcel of Interest



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
4/11/2023 bb21255

Augusta, GA Disclaimer
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Item 6.



Request: A Change of Zoning from Zone B-2 (General Business) to zone PUD (Planned Unit Development) affecting properties containing approximately 1.33-acres located at 1427 and 1437 Broad Street..
Woda Cooper Development, Inc. on behalf of J-
bad Street Investments, LLC
Parcel: 036-3-003-00-0, 036-2-041-00-0

Planning Commission
Z-23-20
May 1, 2023

1427, 1437 Broad St

Current Zoning

Legend

Parcel of Interest

Zoning
Classification

B-2: General Business

LI: Light Industry

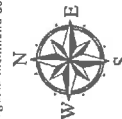


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Item 6.




Request: A Change of Zoning from Zone B-2 (General Business) to zone PUD (Planned Unit Development) affecting properties containing approximately 1.33-acres located at 1427 and 1437 Broad Street..
Woda Cooper Development, Inc. on behalf of J-Mad Street Investments, LLC
Parcel: 036-3-003-00-0, 036-2-041-00-0

Planning Commission
Z-23-20
May 1, 2023

1427, 1437 Broad St


Future Zoning

Legend

 Parcel of Interest

Zoning

Classification

 B-2: General Business

 LI: Light Industry

 PUD: Planned Unit Development



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4/11/2023 bb21255

Augusta, GA Disclaimer

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Item 6.



Request: A Change of Zoning from Zone B-2 (General Business) to zone PUD (Planned Unit Development) affecting properties containing approximately 1.33-acres located at 1427 and 1437 Broad Street..

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Woda Cooper Development, Inc. on behalf of J-Mad Street Investments, LLC

Parcel: 036-3-003-00-0, 036-2-041-00-0

AUGUSTA-RICHMOND COUNTY PLANNING COMMISSION STAFF REPORT

Case Number: Z-23-21

Hearing Date: Monday, May 1, 2023

Prepared By: Ryan Jones, Planner I

Applicant: Purpose Place Cottages, LLC

Property Owner: CTP Holdings, LLLP

Address of Property: 3323 Old Louisville Road, Augusta, Georgia 30906

Tax Parcel #: 122-4-004-00-0

Present Zoning: R-1A (One-family Residential)

Commission District: 6 (Tony Lewis)

Super District: 10 (Wayne Guilfoyle)

Fort Gordon Notification Required: No

Request	Proposed Use / Activity	Applicable Text
Rezoning from R-1A to R-1E	Tiny home community	Comprehensive Zoning Ordinance of Augusta, Georgia, Sections 13, 26-1(v)

1. Summary of Request:

This case pertains to an 8.54-acre parcel located along Old Louisville Road. The parcel is zoned R-1A, undeveloped, and situated between I-520 and a row of single-family homes on Formosa Drive. The applicant seeks rezoning to R-1E to establish a tiny home community.

The proposed tiny home community would consist of fifty (50) one and two-bedroom cottages, to include a community center, community garden, walking trails, dog park, playground, and common areas. Houses would be organized into pods, each centered around a common area; all homes would face the common area of their respective pod.

Augusta-Richmond County's tiny homes ordinance was added to the Comprehensive Zoning Ordinance in September 2022, as Section 26-1(v). The ordinance allows for tiny home communities in R-1E, R-3B, and R-3C zones with the approval of a special exception. Section 26-1(v) also stipulates that a property to be developed for a tiny home community shall be no greater than three (3) acres; the subject property exceeds this maximum. For the proposed tiny home development to conform with the Comprehensive Zoning Ordinance, the applicant must obtain the following:

1. Approval by the Augusta Commission of this rezoning to place the property within an approved zoning district for tiny home communities.
2. Approval by the Augusta Commission of a special exception to allow for a tiny home community in an R-1E zone pursuant to Section 13-15(c) of the Comprehensive Zoning Ordinance.



Commission Meeting

May 16, 2023

Item Name: Z-23-23

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Z-23-23</u> – A request for concurrence with the Augusta Georgia Planning Commission to APPROVE a petition by Brad Meister requesting to amend conditions adopted with rezoning application Z-21-24 for zone R-1E (One-family Residential) to zone R-1E (One-family Residential) without zoning restrictions affecting property containing approximately 3.78-acres located at 3055 Dennis Road. Tax Map #007-1-006-00-0. DISTRICT 7
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. The proposed development shall substantially conform to the concept plan submitted with rezoning application. 2. Provide sidewalks along the street and meet all standards of the Augusta Traffic Engineering Department, including handicap access, where required. 3. Amenities include a walking trail connecting points of the development, with the potential of a fire pit, grilling area and open field. 4. Alice Lane to be improved from the intersection to the end of Lot 15. 5. Work with Traffic Engineering to revise the conceptual site plan and provide one ingress and egress for Lots 16 -18 on Dennis Road. 6. A Stormwater Management Plan is required at the time of Site Plan submittal. 7. Review of any future Site be jointly conducted with Columbia County, since there is a high likelihood of that water and sewer will have to come from Columbia County and stormwater outfall flows into Columbia County. 8. The project shall comply with development standards and regulations set forth by the City of Augusta, GA at the time of development, including but not limited to the Augusta Tree Ordinance.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**AUGUSTA-RICHMOND COUNTY, GEORGIA
PLANNING COMMISSION
STAFF REPORT**

Case Number: Z-23-23

Hearing Date: Monday, May 1, 2023

Prepared By: Kevin Boyd, Development Services Manager

Applicant: Brad Meister

Property Owner: BAM Residential LLC

Address of Property: 3055 Dennis Road, Augusta, GA 30907

Tax Parcel #: 007-1-006-00-0

Present Zoning: R-1E (One-family Residential) w/ conditions

Commission District: 7 (S. Frantom)

Super District: 10 (W. Guilfoyle)

Fort Gordon Notification Required: N/A

Request	Proposed Use / Activity	Applicable Comprehensive Zoning Ordinance Section
Amend existing conditions of Z-21-24	Townhome Subdivision	Section 13-1

1. Summary of Request:

The applicant requests to amend conditions of zoning case, Z-21-24, to develop 18 attached townhome lots on the property, with an overall density of 4.48 units per acre. The rezoning request affects a 4.02-acre tract. The site is situated on the corner of Dennis Road and Alice Lane that connects to Columbia County, 223 feet to the west. Augusta Commission approved a 22-unit townhome development on June 15, 2021, but the site was never developed as planned. The new owner, BAM Residential LLC, recently submitted a revised plan that seeks to remove the internal street and all units planned for the development will front Dennis Road and Alice Lane. The new concept reduces the total number of townhomes by 4 units, while increasing the right-of-way width on Alice Lane to satisfy City standards. Approximately 60 percent of the site will remain open space.

2. Comprehensive Plan Consistency:

The subject property is situated in the West Augusta Character Area, as described within the 2018 Comprehensive Plan. The area includes predominately residential neighborhood, mostly low-density single-family detached units, dating from the 1950's to present day. Recommend patterns of development includes residential infill at densities compatible with the surrounding area. Site design reflects existing neighborhood patterns and architectural styles. Additionally, public transportation services are not available in the area.

3. **Findings:**

1. The applicant requests to amend conditions of zoning case, Z-21-24, to develop 18 attached townhome lots on the property.
2. The rezoning request affects 4.02-acre tract of vacant land.
3. The site is situated on the corner of Dennis Road and Alice Lane that connects to Columbia County, 223 feet to the west.
4. Augusta Commission approved a 22-unit townhome development on June 15, 2021
5. Overall density of the project is 4.48 units per acre, nearby Mayo Townhomes has a density of 4.52 units per acre.
6. No public transit is available in the area, which this a vehicle-oriented development.
7. Our Traffic Engineer stated that improvements to Dennis Road will occur in a joint venture between Columbia County and Richmond County when Stevens Creek Road is widened. It has been determined that this subdivision will not adversely affect safety conditions of Dennis Road.
8. No elevations were provided with the zoning application.
9. Future amenities include a walking trail, with the potential of a fire pit, grilling area and open field.
10. Stormwater detention will be positioned in the northwest corner of the lot.
11. The property has access to public water but lacks a connection to sanitary sewer. The developer must coordinate with Columbia County to provide sewer to the property.
12. The plan includes a total of 45 parking spaces with a minimum of 3 spaces per unit (2 spaces per driveway and a series of one-car garage for each unit).
13. Approximately 60 percent of the development will remain open space.
14. The subject parcels do not contain floodplains, but there are localized wetlands located in the northwest corner of the lot. The developer will need to submit a Stormwater Management Plan as part of any future Site Plan submittal.
15. The proposal is consistent with aspects of the 2018 Comprehensive Plan and compatible with surrounding zoning and land uses.
16. The proposed development must meet all applicable standards of the Augusta Tree Ordinance, although no Tree Ordinance compliance was provided on the concept plan.

Recommendation: The Planning Commission recommends **Approval** of the zoning request, subject to the following condition(s):

1. The proposed development shall substantially conform to the concept plan submitted with rezoning application.
2. Provide sidewalks along the street and meet all standards of the Augusta Traffic Engineering Department, including handicap access, where required.
3. Amenities include a walking trail connecting points of the development, with the potential of a fire pit, grilling area and open field.
4. Alice Lane to be improved from the intersection to the end of Lot 15.
5. Work with Traffic Engineering to revise the conceptual site plan and provide one ingress and egress for Lots 16 -18 on Dennis Road.
6. A Stormwater Management Plan is required at the time of Site Plan submittal.
7. Review of any future Site be jointly conducted with Columbia County, since there is a high likelihood of that water and sewer will have to come from Columbia County and stormwater outfall flows into Columbia County.
8. The project shall comply with development standards and regulations set forth by the City of Augusta, GA at the time of development, including but not limited to the Augusta Tree Ordinance.

Note: This staff report includes the information available approximately two weeks prior to the Planning Commission hearing. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make a verbal recommendation at the hearing based on all the information available at that time.

**LETTER of INTENT for VARIANCE
and
PROJECT NARRATIVE**

for

Dennis Road Townhouses

03/10/2023

PARCEL I.D. NO. 007-1-006-00-0

Property Located at
**3055 Dennis Road
Augusta, Georgia 30907**

Property Owner
**Brad Meister.
3940 Blackstone Camp Road
Martinez, GA 30907**

**EMC Project No.
23-8010**



PROJECT NARRATIVE

BACKGROUND & GENERAL INFORMATION

Parcel ID No. 007-1-0006-00-0 is located at 3055 Dennis Road, Augusta, GA. The parcel contains approximately 3.78 acres that are undeveloped. The property is currently zoned R1-E. The purpose of this narrative is to describe the proposed improvements planned for the property in support of our request to grant a variance for the property. A map of the site and surrounding property is shown below.

SITE MAP





March 10, 2023

SITE DESCRIPTION

The subject property consists of approximately 3.78 acres and is undeveloped. Topography within the site slopes down from northwest to southeast and is generally rolling with grades at ranging from 12% to 15% with wetlands in the northwest corner as shown on the concept plan.

Public water and sanitary sewer are available to the site at Dennis Road. Electrical power and telecommunication services are also available at the site.

PROPOSED SITE IMPROVEMENTS:

Proposed improvements will be three townhome structures of five units each along Alice Lane and one townhouse unit with three units along Dennis Road all with associated infrastructure, (utilities, access drives and paved parking).

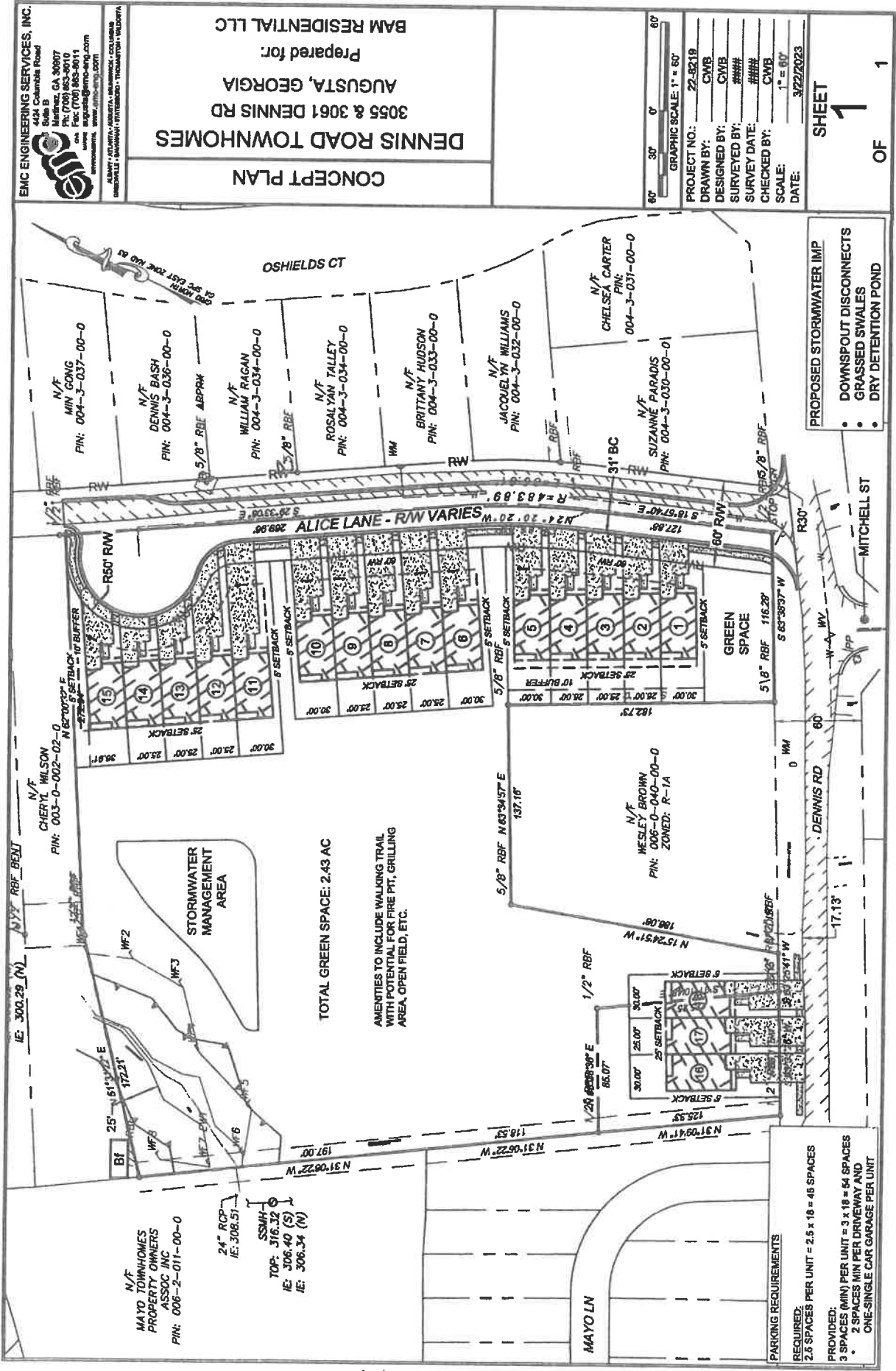


The new concept will require less clearing and grading, more greenspace and there will be no impact on the existing wetlands. Landscaping in accordance with the City of Augusta landscaping ordinance is planned for this project. Applicable buffers and setbacks will be applied in accordance with City of Augusta ordinances.

A Preliminary Concept Site Plan prepared by EMC Engineering Services is included in this submittal.

Construction Timeline:

If this variance request is approved, it is anticipated that the construction start date will commence shortly after all building and site plans have been approved and permits issued. Construction timeframe is estimated to be 9 to 12 months with completion in the end of 2023 or the beginning of 2024.



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1 OF 1


**BUSINESS TAX
FEB 82 4612
SOUTH BOSTON**

3055 DEWEES ROAD DEVELOPMENT
 10000-10000 DEWEES ROAD, DEWEES
 CONCEPT PLAN

CONCEPT PLAN

BLUWATER ENGINEERING SERVICES
P. O. Box 677 Brook County 33000
OFFICE (703) 304-5225
FAX (703) 304-5226

BLUWATER
ENGINEERING
SERVICES



McDonald's 2000

[illegible]

Only erosion control measures should be in place prior to any grading activity.

PROJECT DATA:

PROJECT NAME:	3088 DENNIS ROAD DEVELOPMENT
LOCAL AGENCY:	ALBERTA-EDMONTON
LOCAL AGENCY ADDRESS:	ALBERTA-EDMONTON COUNTY
LOCAL AGENCY PHONE:	780-443-2222
PROPOSED LAND USE:	VACANT LAND
OWNER:	ALBERTA-EDMONTON COUNTY
ADDRESS:	3088 DENNIS ROAD
CITY:	EDMONTON
PROVINCE:	ALBERTA
POSTAL CODE:	T6C 2N6
DATE:	1-18-99
PROJECTED COSTS:	\$100,000
DATE OF LAST MEETING:	12-22-98
PROJECTED SPACE REQUIRED:	2000 (1.00 AC.)
PROJECTED SPACE PROVIDED:	2000 (1.00 AC.)
REMARKS:	
DATE:	1-18-99
BY:	5
FOR:	5
DATE:	1-18-99
BY:	5
FOR:	5

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GRAPHIC SCALE

(12 feet)

QND NORTH & EAST ZONE




Planning Commission
Z-23-23
May 1, 2023

3055 Dennis Road

Aerial

Legend

 Parcel of Interest



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Planning & Development Department
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Augusta, GA 30901
4/11/2023 bb21255

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Item 7.



Request: A Change of Zoning to amend conditions adopted with rezoning application Z-21-24 for zone R-1E (One-family Residential) to zone R-1E (One-family Residential) without zoning restrictions affecting parcels containing approximately 3.78-acres located at 3055 Dennis Road.
Submitted by: Brad Meister
Parcel: 007-1-006-00-0

Planning Commission
Z-23-23
May 1, 2023

3055 Dennis Road

Future Zoning

Legend

Parcel of Interest

Zoning Classification

R-1: One Family Residential

R-1A: One Family Residential

R-1C: One Family Residential

R-1E: One Family Residential

R-3B: Multiple-Family Residential

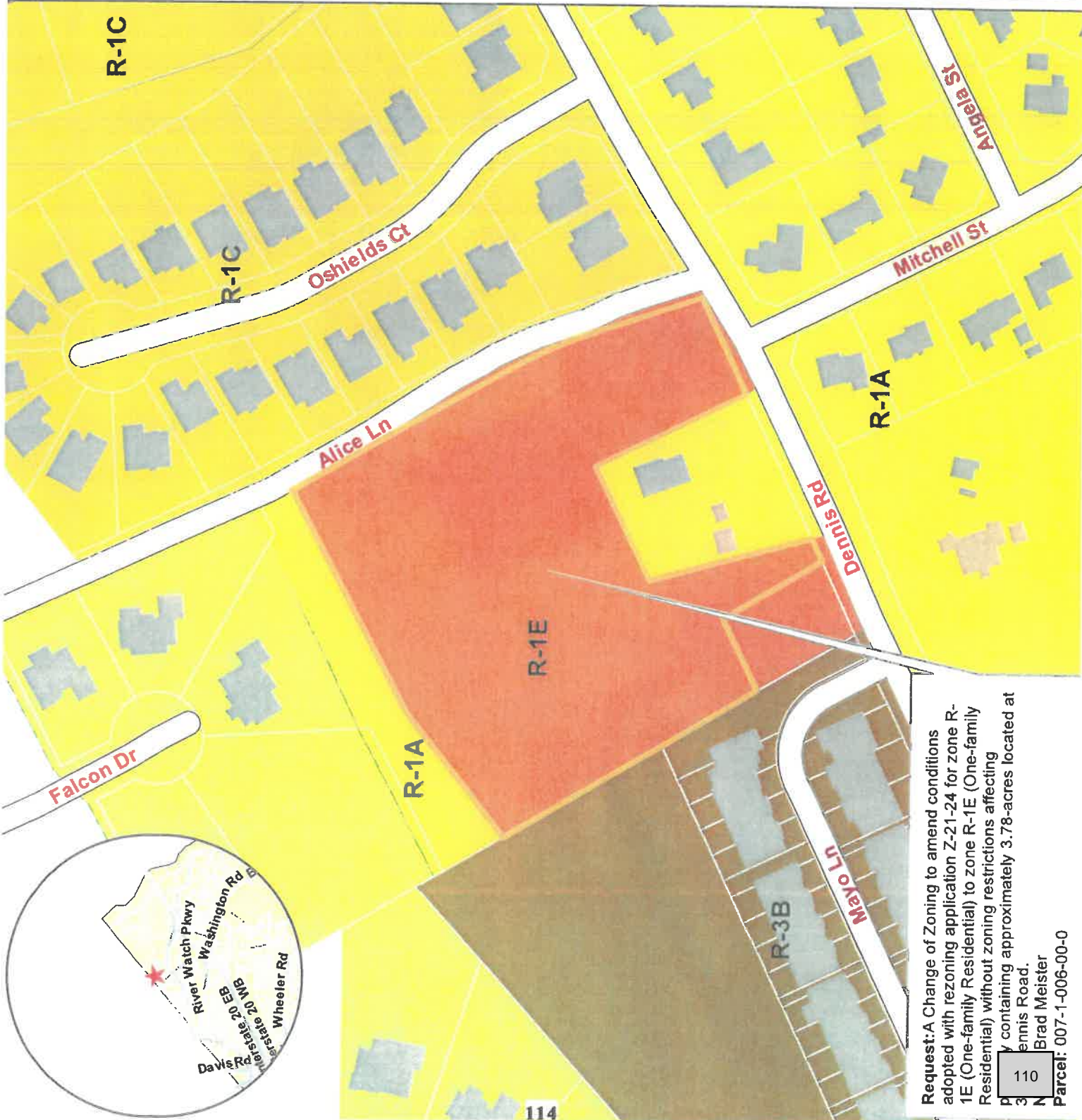
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Brad Meister
Parcel: 007-1-006-00-0

110

Planning Commission
Z-23-23
May 1, 2023

3055 Dennis Road

Current Zoning

Legend

Parcel of Interest

Zoning Classification

R-1: One Family Residential

R-1A: One Family Residential

R-1C: One Family Residential

R-1E: One Family Residential

R-3B: Multiple-Family Residential

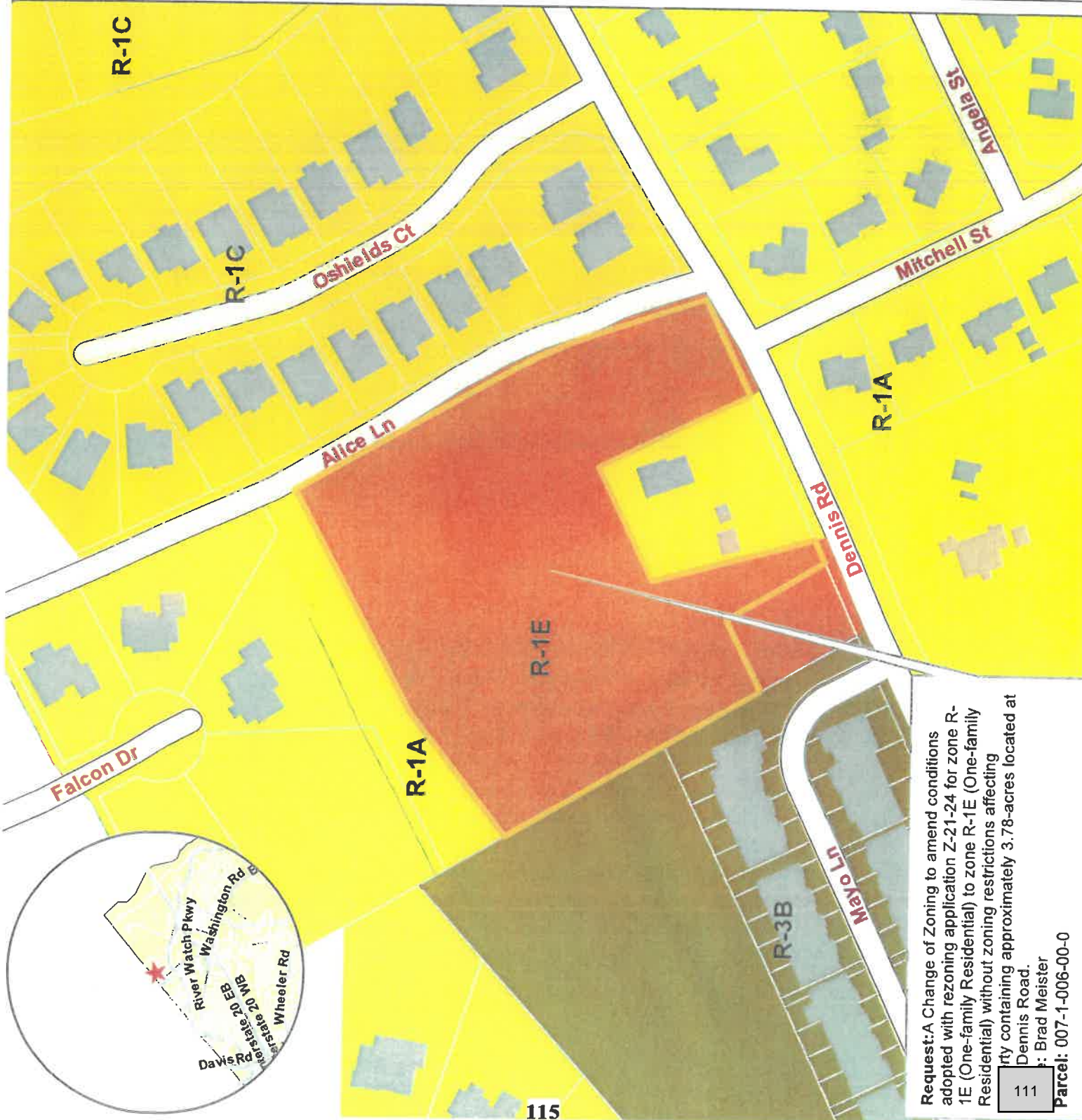


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Requester: Brad Meister
Parcel: 007-1-006-00-0



Commission Meeting

May 16, 2023

Item Name: Z-23-24

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Z-23-24</u> – A request for concurrence with the Augusta Georgia Planning Commission to DENY a petition by Bobby Bagwell on behalf of CKJ Properties, LLC, requesting to amend a condition adopted with rezoning application Z-22-38 for zone R-1E (One-family Residential) to zone R-1E (One-family Residential) to allow for 22-foot-wide lots affecting property containing approximately 8.84-acres located at 2427 Boykin Road. Tax Map #166-0-004-00-0. DISTRICT 6
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Denial
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**AUGUSTA-RICHMOND COUNTY, GEORGIA
PLANNING COMMISSION
STAFF REPORT**

Case Number: Z-23-24

Hearing Date: Monday, May 1, 2023

Prepared By: Kevin Boyd, Development Services Manager

Applicant: Bobby Bagwell

Property Owner: CKJ Properties, LLC

Address of Property: 2427 Boykin Road, Hephzibah, GA 30815

Tax Parcel #: 166-0-004-00-0

Present Zoning: R-1E (One-family Residential) w/ conditions

Commission District: 6 (T. Lewis)

Super District: 10 (W. Guilfoyle)

Fort Gordon Notification Required: N/A

Request	Proposed Use / Activity	Applicable Comprehensive Zoning Ordinance Section
Amend existing conditions of Z-22-38	Townhome Subdivision	Section 13-1

1. Summary of Request:

The subject property consists of 8.68 acres, primarily vacant and wooded land, located at the northeast intersection of Boykin Road and Windsor Spring Road. The proposed project consists of 60 attached townhome units, up from 53 units approved for the site (Z-22-38) on August 16, 2022. Minimum lot width is 22 feet, down from 25 feet, with lot sizes on the end units measuring 27 feet wide. There are 7 buildings with 8 attached townhome units and 1 building with 4 attached townhome units. Allowable height of structures in the R-1E zone is 2 ½ stories or 45 feet; the height of structures within this development is proposed to be 18 feet to 32 feet. Front setbacks are proposed to be 20 feet from the right-of-way of internal streets; 5-foot side setbacks will be provided on end units, and 25-foot rear setbacks are being proposed for all units. The applicant requests to amend Condition #1 for the previously approved zoning case (Z-22-38), which requires lots to measure at least 25 feet wide for 22-foot-wide lots. The proposal also increases the total number of townhomes by 7 units.

2. Comprehensive Plan Consistency:

South Augusta is an area largely characterized by a suburban pattern of development. Residential development is characterized by low-density subdivisions with mostly single-family detached units on uniform lots approximately ¼-acre in size. Subdivision development started in part of South Augusta as early as the 1940s and continues to the present day.

The vision for South Augusta continues to reflect a mix of housing types at low-to-medium densities, while preserving the suburban-style, single-family residential character that is predominant in the area.

3. Findings:

1. The applicant requests to amend Condition #1 for the previously approved zoning case (Z-22-38), which requires lots to measure at least 25 feet wide for 22-foot-wide lots.
2. The revised site plan consists of 60 attached townhome units, at a density of 6.79 units per acre, where 10 units are allowed under the R-1E zoning. This request increases the number of townhomes by 7 additional units, from the previous plan.
3. The applicant has proposed 3.40 acres, or 38.5 percent of the overall subject property, is planned as open space.
4. The proposed height of the townhome structures within this development is intended to be 18 to 32 feet, where 45 feet is allowed.
5. Setbacks off the internal roadways are proposed to be 20 feet from the right-of-way on the front; 5-foot side setbacks on end units, and 25-foot rear setbacks for all proposed lots.
6. There will be one access, to the proposed development, off of Boykin Road and there are two internal roadways designed for the development; both roadways with a 60-foot right-of-way and a riding surface of 31 feet curb to curb. There are no accel or decel lanes shown for the proposed development at the entrance at Boykin Road.
7. Subdivision amenities include a pavilion, a dog park, a gathering area, walking trails, and sidewalks located on both sides of internal roadways.
8. Parking has been provided at 138 spaces for the overall development – 2.25 spaces for each of the 60 attached townhomes and 18 guest parking spaces located in the northeast corner of the subject property near the mail kiosk. Guest parking is not evenly distributed throughout the development.
9. Some of the units will have garages, based on the concept plan submitted with the Rezoning application.
10. Stormwater will be handled by one large detention pond located in the southeast corner of the subject property. It is unclear if the detention pond is calculated as part of the open space for the subdivision.
11. A required streetyard to include large trees 45-feet on center has been provided along Boykin Road, and also along Windsor Spring Road, as required by the Augusta Tree Ordinance.
12. Windsor Spring Road is a minor arterial street and requires a minimum 40-foot front setback from the right-of-way of any buildings or structures. Boykin Road is a minor, or

local road, and requires a 30-foot front setback from the right-of-way to any buildings or structures.

13. The subject property does not contain any Special Flood Hazard Area (SFHA) or any jurisdictional wetlands. No other environmental sensitivities related to the property are known.
14. The subject property has access to public water and sanitary sewer in both Boykin Road, to the south, and Windsor Spring Road, to the west of the property.
15. The proposed density is incompatible with the surrounding area and inconsistent with the 2018 Comprehensive Plan.

Recommendation: The Planning Commission recommends **Denial** of the rezoning request.

Note: This staff report includes the information available approximately two weeks prior to the Planning Commission hearing. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make a verbal recommendation at the hearing based on all the information available at that time.

April 4th, 2023

Brian Kepner
City of Augusta
535 Telfair Street, Suite 300
Augusta, GA 30901

RE: 2427 Boykin Road – Letter of Intent for Rezoning Request

Dear Mr. Kepner,

On behalf of Charles K Johnson, I am providing the explanation for the rezoning request of the previously approved site plan for 2427 Boykin Road. The property was previously rezoned to R1-E and received conditions with a site plan showing 53 townhomes. The approved site plan included 25' wide interior lots and 30' wide end units.

At this time we are submitting a revised site plan and rezoning request which shows 22' wide interior lots and 27' end unit lots. The overall unit count increased to 60 units. All requirements of the previous site plan, including amenities and parking were still met. All other conditions of the previous

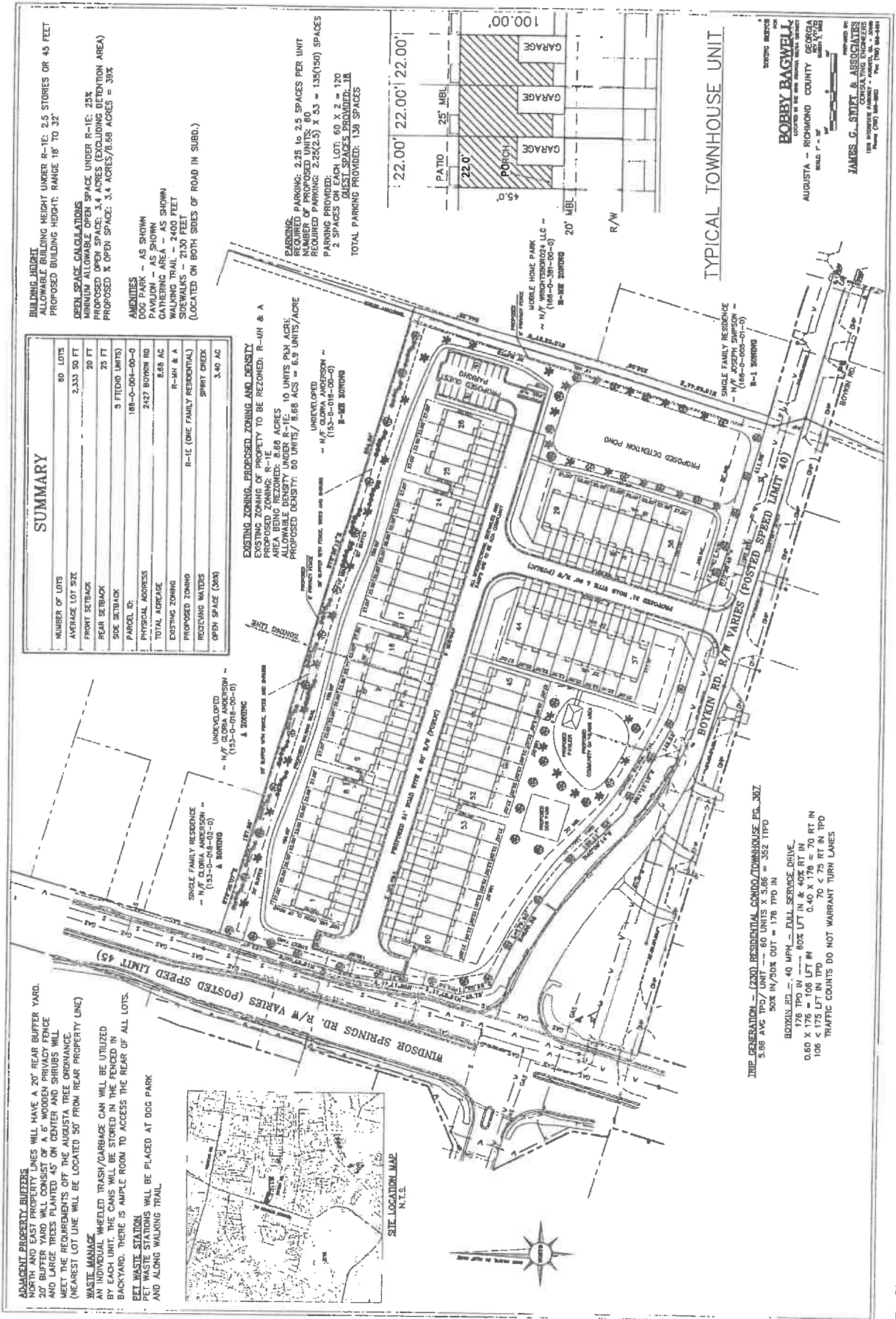
This request is to amend the condition of the previous plan which required a minimum of 25' wide lots. It is our understanding that the previous condition of the 25' wide minimum was due to concerns of Augusta Utility Department's placement of water and sewer top locations in relation to driveways and other features which may cause conflicts during the construction phase.

We recently worked with the City to receive approval to construct 22' wide units at a another development located on Windsor Spring Road in which we adopted language to address this concern as one of the conditions of site plan approval. At this time, we are willing to adopt this same language for this rezoning request to address any concerns that Augusta Utility may have with infrastructure design.

We appreciate your time and attention, and look forward to working with the City staff, Commissioners. If there are any questions, or if any additional documentation is needed, please just let me know.

Sincerely,

Bobby Bagwell





PLANNING & DEVELOPMENT DEPARTMENT

535 Telfair Street • Suite 300
Augusta, Georgia 30901

1803 Marvin Griffin Road
Augusta, Georgia 30906

Item 8.

September 20, 2022

Jeff Logue
668 Gibbs Road South
Grovetown, GA 30813

Greetings,

At its meeting on Tuesday, August 16, 2022, the Augusta Georgia Commission considered the following petition:

Z-22-38 A petition by Jeff Logue on behalf of Steve Thibodeau – requesting a Rezoning from Zone A (Agricultural) and Zone R-MH (Manufactured Home Residential) to Zone R-1E (One-family Residential) affecting property containing approximately 8.84 acres located at 2427 Boykin Road. Tax Map #166-0-004-00-0.

It was the decision of the Commission to APPROVE the petition with the following conditions:

1. There shall be no lots less than 25 ft. wide.
2. The 100-foot minimum building line (MBL) from the centerline of Windsor Spring Road must be maintained off of Windsor Spring Road and the 30-foot minimum building line (MBL) must be maintained off of the right-of-way of Boykin Road.
3. A Traffic Assessment / Traffic Analysis / Traffic Study, as required by the Traffic Engineer, shall be performed, and all traffic related improvements, as required by the Traffic Engineer must be installed.
4. Parking must be provided at 2.25 to 2.5 parking spaces per unit / lot.
5. Entrance to the subdivision shall be off of Boykin Road and no access to Windsor Spring Road is allowed.
6. A pavilion, or similar meeting space, and a walking trail, at a minimum, must be provided as amenities for the subdivision. The pavilion must be constructed prior to the 23rd unit in the subdivision being CO'd. Sidewalks shall be provided on both sides of all internal roadways that meet ADA requirements.
7. The required streetyard, to include large trees 45-feet on center, must be provided along Boykin Road and also along Windsor Spring Road, pursuant to the requirements of the Augusta Tree Ordinance. A required 20-foot bufferyard, to include a 6-foot privacy fence, large trees 45 feet on center and shrubs, per the requirements of the Augusta Tree Ordinance must be provided along the northern and eastern property lines, to buffer the proposed development from adjoining single family detached residentially zoned or residentially utilized properties.
8. This project shall comply with all development standards and regulations set forth by the City of Augusta, GA at the time of development.



PLANNING & DEVELOPMENT DEPARTMENT

535 Telfair Street • Suite 300
Augusta, Georgia 30901

1803 Marvin Griffin Road
Augusta, Georgia 30906

Item 8.

Enclosed is an ordinance verifying this change and a zoning restriction agreement. The zoning restriction agreement must be properly signed and returned to our office for recording.

Until the agreement is received and recorded, the zoning does not become official. This decision is final.

Sincerely,
Carla Delaney, Director








Planning Commission
Z-23-24
May 1, 2023

2427 Boykin Road

Aerial

Legend

 Parcel of Interest



Produced By: City of Augusta
Planning & Development Department
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4/11/2023 bb21255

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Request: A Change of Zoning amend a condition adopted with rezoning application Z-22-38 for zone R-1E (One-family Residential) to zone R-1E (One-family Residential) to allow for 22-foot-wide lots affecting parcels containing approximately 8.84-acres located at 2427 Boykin Road.
Bobby Bagwell on behalf of CKJ Properties, LLC

Planning Commission
Z-23-24
May 1, 2023

2427 Boykin Road

Current Zoning

Legend

Parcel of Interest

Zoning Classification

A: Agriculture

B-1: Neighborhood
Business

B-2: General Business

R-1: One Family
Residential

R-1A: One Family
Residential

R-1E: One Family
Residential

R-MH: Manufactured Home
Residential

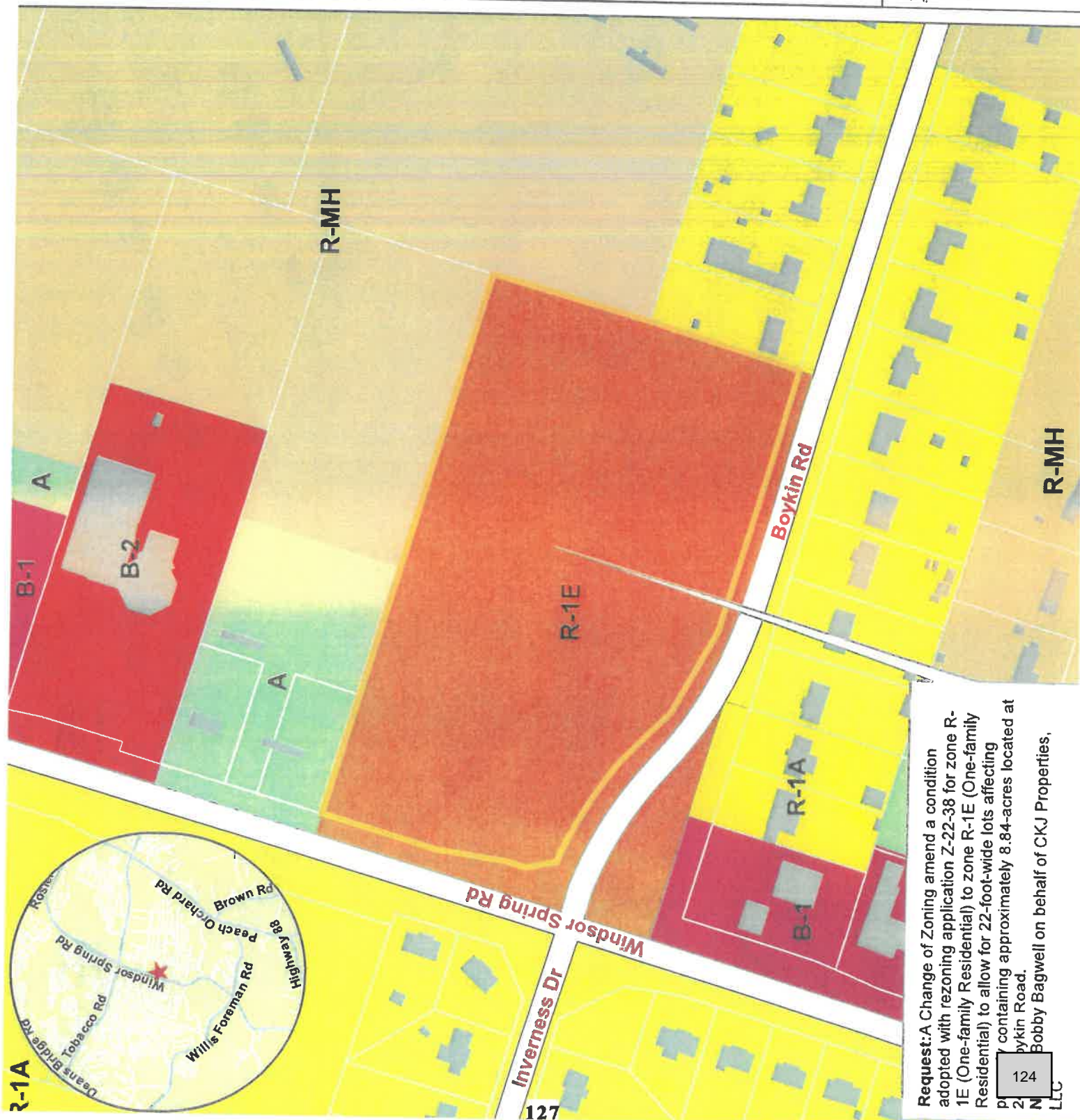


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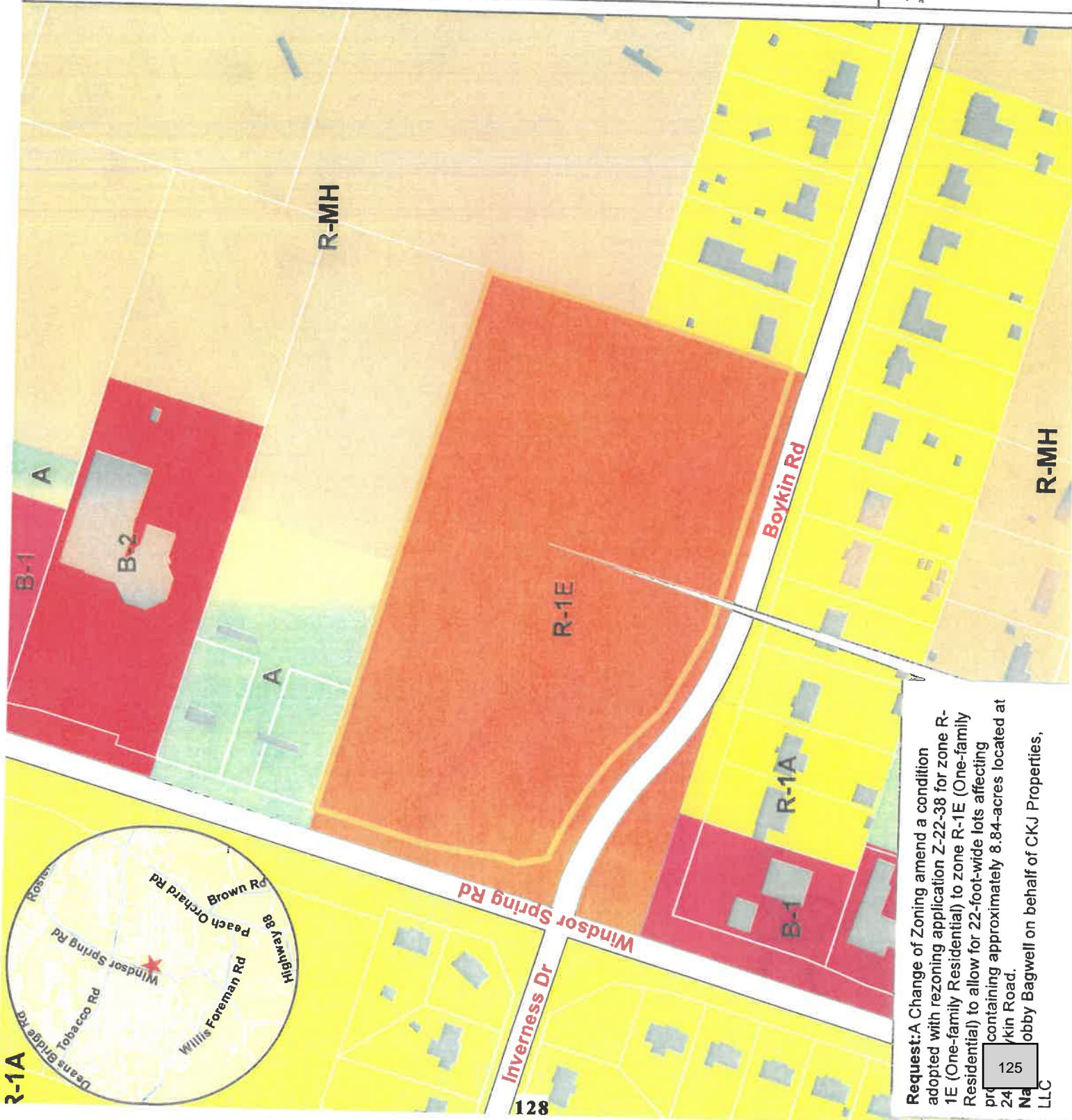
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Bobby Bagwell on behalf of CKJ Properties, LLC



Planning Commission
Z-23-24
May 1, 2023

2427 Boykin Road

Future Zoning

Legend

Parcel of Interest

Zoning Classification

- A: Agriculture
- B-1: Neighborhood Business
- B-2: General Business
- R-1: One Family Residential
- R-1A: One Family Residential
- R-1E: One Family Residential
- R-MH: Manufactured Home Residential



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Na... lobby Bagwell on behalf of CKJ Properties, LLC



Commission Meeting

May 16, 2023

Code Enforcement Ordinance Updates

Department:	Planning & Development
Presenter:	Carla Delaney or Department Designee
Caption:	Motion to approve recommended Code Enforcement Ordinance Updates. (Approved by Public Services Committee May 9, 2023)
Background:	November 1, 2022, the Augusta Commission authorized the Planning & Development Department to draft potential updates to ordinances related to Code Enforcement.
Analysis:	Recommended updates to the County Code of Ordinances regarding Code Enforcement are provided.
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Motion to accept and approve the County Code of Ordinances changes as presented. 2 nd Reading required.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE AUGUSTA, GEORGIA CODE, TITLE 7 CHAPTER 1, ARTICLE 5 PERMITS, INSPECTIONS AND CERTIFICATES OF OCCUPANCY AND ARTICLE 8, INTERNATIONAL PROPERTY MAINTENANCE CODE – ADMINISTRATION AND ENFORCEMENT AND CHAPTER 2, ARTICLE 1 IN GENERAL; TO REPEAL ALL CODE SECTIONS AND ORDINANCES AND PARTS OF CODE SECTIONS AND ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, Augusta, Georgia has invested significant amounts of public funds and time, energy, and effort to enforce the provisions of the Augusta, Georgia Code; and

WHEREAS, Owners of property subject to violations of the Augusta, Georgia Code that receive permits to do work necessary to correct those code violations are not swiftly beginning and finishing the work necessary to correct the code violation; and

WHEREAS, Repeat and chronic violators of the Augusta, Georgia Code have an outsize impact on the time, energy, and effort of the Augusta, Georgia Code Enforcement Division; and

WHEREAS, An offset to the extra expense of citation and management of repeated and chronic violators of the Augusta, Georgia Code is necessary to the safety and welfare of the general public and the efficient operations of the Augusta, Georgia Code Enforcement Division; and

WHEREAS, Some violations of the Augusta, Georgia Code cannot be efficiently enforced due to both the transitory and repetitious nature of the violation and mandatory and unnecessary service requirements, time frames, and waiting periods; therefore

BE IT ORDAINED BY THE AUGUSTA, GEORGIA COMMISSION AND IT IS HEREBY ORDAINED BY THE AUTHORITY OF SAME, that the following Ordinances be amended as follows:

SECTION 1. TITLE 7, CHAPTER 1, ARTICLE 5, SECTION 7-1-81 PERMIT APPLICATION; EXCEPTION IS HEREBY AMENDED BY DELETING THIS SECTION IN ITS ENTIRETY, AND NEW SECTION 7-1-81 PERMIT APPLICATION; EXCEPTION IS HEREBY INSERTED TO REPLACE THE REPEALED SECTION AS SET FORTH IN “EXHIBIT A” HERETO.

SECTION 2. TITLE 7, CHAPTER 1, ARTICLE 5, SECTION 7-1-89 CONDITIONS OF PERMIT IS HEREBY AMENDED BY DELETING THIS SECTION IN ITS ENTIRETY, AND NEW SECTION 7-1-89 CONDITIONS OF PERMIT IS HEREBY INSERTED TO REPLACE THE REPEALED SECTION AS SET FORTH IN “EXHIBIT A” HERETO.

SECTION 3. TITLE 7, CHAPTER 1, ARTICLE 8, SECTION 7-1-145.2 NOTICE OF VIOLATION IS HEREBY AMENDED BY DELETING THIS SECTION IN ITS ENTIRETY,

AND NEW SECTION 7-1-145.2 NOTICE OF VIOLATION IS HEREBY INSERTED TO REPLACE THE REPEALED SECTION AS SET FORTH IN “EXHIBIT B” HERETO.

SECTION 4. TITLE 7, CHAPTER 1, ARTICLE 8, SECTION 7-1-145.4 VIOLATION PENALTIES, IS HEREBY AMENDED BY DELETING THIS SECTION IN ITS ENTIRETY, AND NEW SECTION 7-1-145.4 VIOLATION PENALTIES; REPEAT AND CHRONIC VIOLATORS, DEFINED; ADMINISTRATIVE FEES IS HEREBY INSERTED TO REPLACE THE REPEALED SECTION AS SET FORTH IN “EXHIBIT B” HERETO.

SECTION 5. TITLE 7, CHAPTER 1, ARTICLE 8 SECTION 7-1-146.1 NOTICES AND ORDERS IS HEREBY AMENDED BY DELETING THIS SECTION IN ITS ENTIRETY, AND NEW SECTION 7-1-146.1 NOTICES AND ORDERS IS HEREBY INSERTED TO REPLACE THE REPEALED SECTION AS SET FORTH IN “EXHIBIT B” HERETO.

SECTION 6. TITLE 7, CHAPTER 1, ARTICLE 8 SECTION 7-1-146.2 FORM IS HEREBY AMENDED BY DELETING THIS SECTION IN ITS ENTIRETY, AND NEW SECTION 7-1-146.2 FORM IS HEREBY INSERTED TO REPLACE THE REPEALED SECTION AS SET FORTH IN “EXHIBIT B” HERETO.

SECTION 7. TITLE 7, CHAPTER 1, ARTICLE 8 SECTION 7-1-146.3 METHOD OF SERVICE IS HEREBY AMENDED BY DELETING THIS SECTION IN ITS ENTIRETY, AND NEW SECTION 7-1-146.3 METHOD OF SERVICE IS HEREBY INSERTED TO REPLACE THE REPEALED SECTION AS SET FORTH IN “EXHIBIT B” HERETO.

SECTION 8. TITLE 7, CHAPTER 1, ARTICLE 8 SECTION 7-1-147.6 ABATEMENT METHODS IS HEREBY AMENDED BY DELETING THIS SECTION IN ITS ENTIRETY, AND NEW SECTION 7-1-147.6 ABATEMENT METHODS IS HEREBY INSERTED TO REPLACE THE REPEALED SECTION AS SET FORTH IN “EXHIBIT B” HERETO.

SECTION 9. TITLE 7, CHAPTER 1, ARTICLE 8 SECTION 7-1-150.1 APPLICATION FOR APPEAL IS HEREBY AMENDED BY DELETING THIS SECTION IN ITS ENTIRETY, AND NEW SECTION 7-1-150.1 APPLICATION FOR APPEAL IS HEREBY INSERTED TO REPLACE THE REPEALED SECTION AS SET FORTH IN “EXHIBIT B” HERETO.

SECTION 10. TITLE 7, CHAPTER 2, ARTICLE 1, SECTION 7-2-5 NUISANCES-PENALTIES IS HEREBY AMENDED BY DELETING THIS SECTION IN ITS ENTIRETY, AND NEW SECTION 7-2-5 NUISANCES-PENALTIES; REPEAT AND CHRONIC VIOLATORS, DEFINED; ADMINISTRATIVE FEES IS HEREBY INSERTED TO REPLACE THE REPEALED SECTION AS SET FORTH IN “EXHIBIT C” HERETO.

SECTION 11. TITLE 7, CHAPTER 2, ARTICLE 1, SECTION 7-2-3 NUISANCES-NOTICE IS HEREBY AMENDED BY DELETING THIS SECTION IN ITS ENTIRETY, AND NEW SECTION 7-2-3 NUISANCES-NOTICE IS HEREBY INSERTED TO REPLACE THE REPEALED SECTION AS SET FORTH IN “EXHIBIT C” HERETO.

SECTION 12. That if any section, subsection, sentence, clause or phrase of this legislation is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Augusta, Georgia Commission hereby declares that it would have passed this law, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 13. That nothing in this legislation hereby adopted shall be construed to affect any suit or proceeding impending in court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in this law; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this legislation.

SECTION 14. This ordinance shall become effective upon adoption.

SECTION 15. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED, ADOPTED, SIGNED, APPROVED AND EFFECTIVE this ____ day of _____, 2023

(SEAL)

AUGUSTA, GEORGIA

By: _____

Garnett L. Johnson

Mayor

Attest:

Clerk of Commission
STATE OF GEORGIA
RICHMOND COUNTY

FIRST READING _____

SECOND READING _____

CLERK'S CERTIFICATE

I, LENA J. BONNER, Clerk of Commission, DO HEREBY CERTIFY that the foregoing pages constitute a true and correct copy of an ordinance adopted by the Augusta-Richmond County Commission ("the Commission") at an open public meeting duly called and lawfully assembled at 2:00 P.M., on the ____ day of _____, 2023, in connection with the foregoing ordinance, that such ordinance has not been modified or rescinded as of the date hereof, and the

original of such ordinance being duly recorded in the Minute Book of the Commission, which Minute Book is in my custody and control.

I do hereby CERTIFY that there was a quorum of the Commissioners present at such meeting, and that such ordinance was duly adopted by the pursuant to the constituting and governing laws of the Augusta-Richmond County Commission.

Witness my hand and the official seal of Augusta, Georgia this ____ day of _____, 2023.

(SEAL)

Lena J. Bonner
Clerk of Commission

EXHIBIT A

ARTICLE 5

PERMITS, INSPECTIONS AND CERTIFICATES OF OCCUPANCY

Section 7-1-81 Permit application; exceptions.

(a) When required. Any owner, authorized agent, or contractor who desires to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by the technical codes, or to cause any such work to be done shall first make application to the Building Official and obtain the required permit for the work.

(b) Exceptions. Permits shall not be required for the following mechanical work: (i) any portable heating appliance; (ii) any portable ventilation equipment; (iii) any portable cooling unit; (iv) any steam, hot or chilled water piping within any heating or cooling equipment regulated by this building code; (v) replacement of any part which does not alter its approval or make it unsafe; (vi) any portable evaporative cooler; or (vii) any self-contained refrigeration system containing 10 lb. (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.

(c) Temporary structures. A special building permit for a limited time shall be obtained before the erection of temporary structures such as construction sheds, seats, canopies, tents and fences used in construction work or for temporary purposes such as reviewing stands. Such structures shall be completely removed upon the expiration of the time limit stated in the permit.

(d) Work authorized. A building, electrical, gas, mechanical or plumbing permit shall carry with it the right to construct or install the work, provided the same are shown on the drawings and set forth in the specifications filed with the application for the permit. Where these are not shown on the drawings and covered by the specifications submitted with the application, separate permits shall be required.

(e) Minor repairs. Ordinary minor repairs may be made with the approval of the building official without a permit, provided that such repairs shall not violate any of the provisions of the technical codes.

(f) Information required. Each application for a permit, with the required fee, shall be filed with the license and inspection department on a form furnished for that purpose and shall contain a general description of the proposed work and its location. The application shall be signed by the owner, or his authorized agent. The building permit application shall indicate the proposed occupancy of all parts of the building and of that portion of the site or lot, if any, not covered by the building or structure and shall contain such other information as may be required by the license and inspection department.

(g) Time Limitations. An application for a permit for any proposed work shall be deemed to have been abandoned six (6) months after the date of filing for the permit, unless before then a permit has been issued. One or more extensions of time periods of not more than ninety (90) days each may be allowed by the Building Official for the application, provided the extension is requested in writing and justifiable cause is demonstrated.

(h) Issuance to contractors only. No permit, except for homeowners as provided for in section 7-1-9 and section 7-1-121(a), shall be issued to anyone other than a properly licensed contractor under the laws of the State of Georgia and the ordinances of Augusta, Georgia.

Section 7-1-81 Permit application; exceptions.

(a) When required. Any owner, authorized agent, or contractor who desires to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by the technical codes, or to cause any such work to be done shall first make application to the Building Official and obtain the required permit for the work.

(b) Exceptions. Permits shall not be required for the following mechanical work: (i) any portable heating appliance; (ii) any portable ventilation equipment; (iii) any portable cooling unit; (iv) any steam, hot or chilled water piping within any heating or cooling equipment regulated by this building code; (v) replacement of any part which does not alter its approval or make it unsafe; (vi) any portable evaporative cooler; or (vii) any self-contained refrigeration system containing 10 lb. (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.

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(d) Work authorized. A building, electrical, gas, mechanical or plumbing permit shall carry with it the right to construct or install the work, provided the same are shown on the drawings and set forth in the specifications filed with the application for the permit. Where these are not shown on the drawings and covered by the specifications submitted with the application, separate permits shall be required.

(e) Minor repairs. Ordinary minor repairs may be made with the approval of the building official without a permit, provided that such repairs shall not violate any of the provisions of the technical codes.

(f) Information required. Each application for a permit, with the required fee, shall be filed with the license and inspection department on a form furnished for that purpose and shall contain a general description of the proposed work and its location. The application shall be signed by the owner, or his authorized agent. The building permit application shall indicate the proposed occupancy of all parts of the building and of that portion of the site or lot, if any, not covered by the building or structure and shall contain such other information as may be required by the license and inspection department. Each application shall contain a timeline for inspections.

(g) Time Limitations. An application for a permit for any proposed work shall be deemed to have been abandoned six (6) months after the date of filing for the permit, unless before then a permit has been issued. One or more extensions of time periods of not more than ninety (90) days each may be allowed by the Building Official for the application, provided the extension is requested in writing and justifiable cause is demonstrated.

(h) Issuance to contractors only. No permit, except for homeowners as provided for in section 7-1-9 and section 7-1-121(a), shall be issued to anyone other than a properly licensed contractor under the laws of the State of Georgia and the ordinances of Augusta, Georgia.

Section 7-1-89. Conditions of permit.

(a) Permit intent. A permit issued shall be construed to be a license to proceed with the work and shall not be construed as authority to violate, cancel, alter, or set aside any of the provisions of the technical codes, nor shall such issuance of a permit prevent the Building Official from thereafter requiring a correction of errors in plans or in construction, or of violations of this

~~building code. Every permit issued shall become invalid unless the work authorized by such permit is commenced within six (6) months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of six (6) months after the time the work is commenced; provided that, for cause, one (1) or more extensions of time, for periods not exceeding ninety (90) days each, may be allowed. The extension shall be requested in writing and justifiable cause demonstrated. Extensions shall be granted in writing by the Building Official.~~

~~(b) Permit issued on basis of affidavit. Whenever a permit is issued in reliance upon an affidavit or whenever the work to be covered by a permit involved installation under conditions which, in the opinion of the Building Official, are hazardous or complex, the Building Official shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall supervise the work. In addition, they shall be responsible for conformity with the permit, provide copies of inspection reports as inspection are performed, and upon completion make and file with the building official written affidavit that the work has been done in conformity with the reviewed plans and with the structural provisions of the technical codes. In the event such architect or engineer is not available, the owner shall employ in his stead a competent person or agency whose qualifications are reviewed by the Building Official.~~

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(a) Permit intent. A permit issued shall be construed to be a license to proceed with the work and shall not be construed as authority to violate, cancel, alter, or set aside any of the provisions of the technical codes, nor shall such issuance of a permit prevent the Building Official from thereafter requiring a correction of errors in plans or in construction, or of violations of this building code.

(1) Every permit issued shall become invalid unless the work authorized by such permit is commenced within six (6) months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of six (6) months after the time the work is commenced; provided that, for cause, one (1) or more extensions of time, for periods not exceeding ninety (90) days each, may be allowed. The extension shall be requested in writing and justifiable cause demonstrated. Extensions shall be granted in writing by the Building Official.

(2) When permits are issued to correct, in lieu of, or in satisfaction of any settlement of a violation of any rule, regulation, or ordinance under this Code:

(i) Every such permit issued shall become invalid unless the work authorized by such permit is commenced within sixty (60) days after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of sixty (60) days after the time the work is commenced; provided that, for cause, one (1) or more extensions of time, for periods not exceeding sixty (60) days each, may be allowed. The extension shall be requested in writing and justifiable cause demonstrated. Extensions shall be granted in writing by the Code Enforcement Manager.

(ii) Every such permit issued shall become invalid unless an inspection, pursuant to Sections 7-1-94 through 97 of this Article, is conducted and approved within ninety (90) days after such permit's issuance; provided that, for cause, one (1) or more extensions of time, for periods not exceeding thirty (30) days each, may be allowed. The extension shall be requested in writing and justifiable cause demonstrated. Extensions shall be granted in writing by the Code Enforcement Manager and the Building Official jointly.

(b) Permit issued on basis of affidavit. Whenever a permit is issued in reliance upon an affidavit or whenever the work to be covered by a permit involved installation under conditions which, in

the opinion of the Building Official, are hazardous or complex, the Building Official shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall supervise the work. In addition, they shall be responsible for conformity with the permit, provide copies of inspection reports as inspection are performed, and upon completion make and filed with the building official written affidavit that the work has been done in conformity with the reviewed plans and with the structural provisions of the technical codes. In the event such architect or engineer is not available, the owner shall employ in his stead a competent person or agency whose qualifications are reviewed by the Building Official.

EXHIBIT B

ARTICLE 8

INTERNATIONAL PROPERTY MAINTENANCE CODE ADMINISTRATION AND ENFORCEMENT

~~SECTION 7-1-145.2 Notice of violation. The code official shall serve a notice of violation or order in accordance with Section 107.~~

SECTION 7-1-145.2 Notice of violation. The code official may serve a notice of violation or order in accordance with Section 7-1-146.1.

~~SECTION 7-1-145.4 Violation penalties. All persons, firms or corporations failing to comply with the mandatory provisions hereof or doing any act prohibited hereby shall be guilty of an offense and, upon trial as a misdemeanor and conviction, shall be subject to the penalties provided in Sec. 1-6-1 and in addition to other fees that may be assessed.~~

SECTION 7-1-145.4 Violation penalties; repeat and chronic violators, defined; administrative fees.

1. All persons, firms or corporations failing to comply with the mandatory provisions hereof or doing any act prohibited hereby shall be guilty of an offense and, upon trial as a misdemeanor and conviction, shall be subject to the penalties provided in Sec. 1-6-1 and in addition to other fees that may be assessed.

2. For repeat and chronic violators of this Article:

A. A repeat violator is a responsible party who is found to be in violation of this Chapter on at least two (2) separate dates within a period of one hundred and eighty (180) consecutive days.

B. A chronic violator is a responsible party who is found to be in violation of this Chapter on at least six (3) separate dates within a period of three hundred and sixty –five (365) consecutive days.

C. ‘Responsible party’ is considered an individual, such as the tenant, property owner or both; an agent, LLC, partnership, or corporation.

D. Upon receiving a violation notice on at least two (2) separate dates within one-hundred and eighty (180) consecutive days, the ‘repeat violator’ will be subject to an administrative fee of \$250.00 payable to the Augusta Planning & Development Department within fifteen days of receiving notice.

E. Upon receiving a violation notice on at least three (3) dates within three-hundred and sixty-five consecutive days, the “chronic violator” will be subject to an administrative fee of \$500.00 payable to the Augusta Planning & Development Department within fifteen days of receiving notice.

F. The obligation of payment of repeat and chronic violator administrative fees shall be stayed during the pendency of any appeal taken under this Article.

G. The administrative fees assessed in this Article may be collected by the Director of the Planning and Development Department at any time and by any method authorized by law, including as part of the resolution by settlement or sentence of conviction of any underlying code enforcement violation. The Director of the Planning and Development Department may bring an action in the courts of this county in the name of the Augusta-Richmond County Commission, to

collect the amount owed under this section, together with interest, court fees, filings fees, attorney's fees and other legal fees incident thereto.

NOTICES AND ORDERS

SECTION 7-1-146.1 Notice to person responsible. Whenever the code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 7-1-146.2 and 7-1-146.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with Section 7-1-147.3.

NOTICES AND ORDERS

SECTION 7-1-146.1 Notice to person responsible. Whenever the code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice may be given in the manner prescribed in Sections 7-1-146.2 and 7-1-146.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures may also comply with Section 7-1-147.3. Notice may be given in the form of a court citation in lieu of a Notice of Violation Letter for repeat and chronic violators as defined in this Article.

SECTION 7-1-146.2 Form. Such notice prescribed in Section 7-1-146.1 shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this code.
5. Inform the property owner of the right to appeal.
6. Include a statement of the right to file a lien in accordance with Section 7-1-145.3.

SECTION 7-1-146.2 Form. Such notice prescribed in Section 7-1-146.1 may be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Inform the property owner of the right to appeal.
5. Include a statement of the right to file a lien in accordance with Section 7-1-145.3.

SECTION 7-1-146.3 Method of service. Such notice shall be deemed be properly served if a copy thereof is:

1. Delivered personally.
2. Sent by certified or first class mail addressed to the last known address; or
3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

SECTION 7-1-146.3 Method of service. Such notice may be deemed properly served if a copy thereof is:

1. Delivered personally; or
2. Sent by certified mail to the owner of record at the address as it appears on the Richmond County Clerk of Superior Court records; if the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice; or
3. Sent by first class mail, to the owner of record at his/her address as it appears on the Richmond County Clerk of Superior Court records; and posting a notice in a conspicuous place in or about the structure affected by this notice.

MEANS OF APPEAL

SECTION 7-1-150.1 Application for appeal. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the Construction Advisory Board (Augusta Georgia Code, Title 7, Article 4 Construction Advisory Board, Section 7-1-46 through 7-1-57.), provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

MEANS OF APPEAL

SECTION 7-1-150.1 Application for appeal. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the Construction Advisory Board (Augusta Georgia Code, Title 7, Article 4 Construction Advisory Board, Section 7-1-46 through 7-1-57), provided that a written application for appeal is filed within five (5) business days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

EXHIBIT C

ARTICLE 1
IN GENERALSec. 7-2-3. Nuisances—Notice.

~~Whenever an inspector of the Planning and Development Department or any other duly constituted inspection authority of the Augusta, Georgia Commission determines that a nuisance exists on any premises within Augusta, Georgia, he may serve written notice upon the owner or occupant, or his agent having control thereof, to abate such nuisance. The notice shall, at a minimum, set forth the nature of the nuisance and the fact that the same constitutes a nuisance upon said property; describe the premises where the nuisance is alleged to exist or to have been committed; and specify a reasonable period of time for the abatement of said nuisance. Said notice shall be served upon the owner or occupant of the premises by personal delivery, or by mailing said notice, certified mail, return receipt requested, addressed to the owner, occupant or agent. If service cannot be effectuated in such a manner after diligent effort to do so, service may be made conspicuously posting the notice in or about the premises described in the notice, or by causing such notice to be published once in a newspaper of general circulation in Augusta, Georgia. If the owner or occupant is a corporation, notice may be served upon an officer, a manager or person in charge of any local business office of such corporation, or the corporation's registered agent for service of process.~~

Sec. 7-2-3. Nuisances—Notice.

1. Whenever an inspector of the Planning and Development Department or any other duly constituted inspection authority of the Augusta, Georgia Commission determines that a nuisance exists on any premises within Augusta, Georgia, he shall serve written notice upon the owner or occupant, or his agent having control thereof, to abate such nuisance. The notice shall, at a minimum, set forth the nature of the nuisance and the fact that the same constitutes a nuisance upon said property; and describe the premises where the nuisance is alleged to exist or to have been committed. For repeat and chronic violators as defined in this Article, notice may be given in the form of a court citation.

2. Said notice shall be served upon the owner or occupant of the premises by personal delivery, or by mailing said notice, certified mail, return receipt requested, addressed to the owner, occupant or agent or by mailing said notice, first class mail, addressed to the owner, occupant or agent and conspicuously posting the notice in or about the premises described in the notice. If service cannot be effectuated in such a manner after diligent effort to do so, service may be made by causing such notice to be published once in a newspaper of general circulation in Augusta, Georgia. If the owner or occupant is a corporation, notice may be served upon an officer, a manager or person in charge of any local business office of such corporation, or the corporation's registered agent for service of process by personal service or by certified mail, return receipt requested.

Sec. 7-2-5. Nuisances—Penalties.

~~Violations of the provisions of this Chapter shall be punished as provided in Section 1-6-1 of this Code.~~

Sec. 7-2-5. Nuisances—Penalties; repeat and chronic violators, defined; administrative fees.

1. Violations of the provisions of this Chapter shall be punished as provided in Section 1-6-1 of this Code.

2. For repeat and chronic violators of this Article:

A. A repeat violator is a responsible party who is found to be in violation of this Chapter on at least two (2) separate dates within a period of one hundred and eighty (180) consecutive days.

B. A chronic violator is a responsible party who is found to be in violation of this Chapter on at least six (3) separate dates within a period of three hundred and sixty –five (365) consecutive days.

C. ‘Responsible party’ is considered an individual, such as the tenant, property owner or both; an agent, LLC, partnership, or corporation.

D. Upon receiving a violation notice on at least two (2) separate dates within one-hundred and eighty (180) consecutive days, the ‘repeat violator’ will be subject to an administrative fee of \$250.00 payable to the Augusta Planning & Development Department.

E. Upon receiving a violation notice on at least three (3) dates within three-hundred and sixty-five consecutive days, the “chronic violator” will be subject to an administrative fee of \$500.00 payable to the Augusta Planning & Development Department.

F. The administrative fees assessed in this Chapter may be collected by the Director of the Planning and Development Department at any time and by any method authorized by law, including as part of the resolution by settlement or sentence of conviction of any underlying violation. The Director of the Planning and Development Department may bring an action in the courts of this county in the name of the Augusta-Richmond County Commission, to collect the amount owed under this section, together with interest, court fees, filings fees, attorney’s fees and other legal fees incident thereto.



Commission Meeting

May 16, 2023

Updates to the Harrisburg-West End Enterprise Zone Ordinance and Opportunity Zone Boundaries

Department:	Planning & Development
Presenter:	Director Carla Delaney or Department Designee
Caption:	Motion to approve updates to the Harrisburg Enterprise Zoning Ordinance and the proposed updated list of parcels for the Harrisburg Opportunity Zone. (Approved by Public Services Committee May 9, 2023)
Background:	Enterprise Zones are a tool that allows local governments to offer exemptions and reductions in local property tax, occupational tax, regulatory fees and other local fees for redevelopment in a specified area.

Opportunity Zones (OZ) are designated to local governments by the state. Local governments which undertake redevelopment and revitalization efforts in certain older commercial and industrial areas can now qualify those areas for the State's maximum job tax credit of \$3,500 per job. The incentive, which is available for new or existing businesses that create two or more jobs, is a Job Tax Credit which can be taken against the business's Georgia income tax liability and payroll withholding tax.

The Enterprise Zone was approved in 2021 at the local level. Since that time, the Georgia Department of Community Affairs (DCA) has provided Planning & Development with guidance on the size of the boundaries, statistical data, and updates to the Enterprise Ordinance language.

Analysis:	The proposed updates to the Enterprise Zone Ordinance now incorporate more statistical data and addresses three of the five criteria being suffered: Pervasive Poverty, High Unemployment Rate, Underdevelopment, General Distress and General Blight. An updated format to the Harrisburg Enterprise Zone Ordinance is included.
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The Opportunity Zone previously approved in 2011 included over 2,200 parcels; the resubmission in 2021 attempted to keep 95% of those parcels. Many of the parcels included were residential and therefore not eligible for OZ benefits. DCA advised that a more targeted approach with an emphasis on commercially zoned parcels and a tighter boundary would be ideal.

Financial Impact:	Businesses within the Opportunity Zone may apply for a state tax credit for new jobs created and maintained.
Alternatives:	N/A
Recommendation:	Motion to approve updates to the Harrisburg- West End Enterprise Zone and revised parcel list for the Opportunity Zone resubmission to DCA.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AUGUSTA RICHMOND COUNTY, GEORGIA

RESOLUTION

WHEREAS, Richmond County, Georgia, desires to create the proper economic and social environment, to induce the investment of private resources in productive business enterprises, service enterprises, and encourage residential rehabilitation and new residential construction located in an area meeting criteria established under and set forth in Title 36, Chapter 88 et seq. and subsequently amended, known as the Enterprise Zone Employment Act of 1997 for the State of Georgia as set forth in Georgia Statutes Annotated, hereinafter referred to as the Act, and to provide employment to residents of such area;

NOW, THEREFORE, THE AUGUSTA-RICHMOND COUNTY COMMISSION COMMISSIONERS OF AUGUSTA RICHMOND COUNTY, GEORGIA HEREBY RESOLVES:

SECTION 1

In the geographic area known as the Harrisburg as herein described in Exhibit A (Sites 1-2) being hereafter referred to as the "Nominated Area"), a copy of which is attached hereto and hereby incorporated by reference, in compliance with OCGA 36-88-6 and as subsequently amended, the following findings of fact are made:

(METES & BONDS)

a.) Pervasive Poverty:

The Nominated Area suffers from pervasive poverty that is widespread throughout the nominated area and is evidenced and established by the following criteria:

1.) The Georgia Code requires that for parcels within the nominated area, the parcels must be within or adjacent to a census block group where the ratio of income to poverty level **for** at least 15 percent of the residents shall be less **than** 1.0. **The census block groups within the proposed area range from 49.6% to 63.3% of the residents below the poverty level.** This information was obtained from the 2020 Census of population and Housing.

b.) Unemployment:

The Georgia Code requires that the average rate unemployment for the nominated area for the preceding full calendar year be at least 10 percent higher **than** the state average for unemployment. The state rate of unemployment for **2021** was **3.5%** and the **2021** unemployment for the area was **23.7%**, approximately **16.52%** greater than the state average. This information was obtained from the Georgia Department of Labor for **2021** the most recent full year for which information is available.

c.) General Distress:

The Nominated Area suffers from general distress and adverse conditions as evidenced from the data collected, and such indicators of distress are outlined as followed: The Photographic Survey of the Nominated Area attached hereto as Exhibit B indicates that there are vacant, dilapidated, or deteriorating buildings that exist within the nominated area. Vacant and unused manufacturing space abounds in the nominated area. The Nominated Area, once primarily a center of textile manufacturing in nature, shows significant loss of business with a need for new employment opportunities to utilize the existing vacancies. Consequently, the area shows evidence of creeping blighted conditions that although scattered throughout the area, potentially pose a threat of further disinvestments creating a diminishing tax base within the area. Although most areas in the greater Central Savannah River Area (Augusta-Richmond County) region have increased in population, the population of the Distressed Sites and the surrounding area has declined by ___ percent.

SECTION 2

Based upon the findings of fact set forth in Section 1 of this ordinance in addition to ample additional evidence, the Board of Commissioners finds the Nominated Area meets the qualifications of the Enterprise Zone Employment Act.

SECTION 3

In order to alleviate the above conditions the Board of Commissioners hereby designates the Nominated Area described in Exhibit A, attached hereto and incorporated by reference herein, as an Enterprise Zone to be known as the "Harrisburg Enterprise Zone Development Area."

SECTION 4

The Augusta Richmond County Commission shall be the authorized agency to act in all matters pertaining to the enterprise zones and reserves the power to grant the incentives listed below to qualifying businesses or qualifying service enterprises in accordance with the authorization granted local governments in the administration of the enterprise zone in the Enterprise Zone Employment Act.

SECTION 5

The Augusta Richmond County Commission may grant incentives, as provided by OCGA 36-88-7 and 36-88-9 and as may be subsequently amended from time to time. Such incentives will be negotiated by the Commissioner on a case-by-case basis and may include, but not be limited to, exemptions from any or all of the following: a.) Occupation taxes; b.) Building Permit Fees; c.) Sign Permit Fees; d.) Business License Administrative Fee; e.) Rezoning Fees; f.) Engineering Fees; g.) State and municipal ad valorem taxes, excluding property taxes imposed by school districts; h.) Other local fees authorized by the Board of Commissioners, as may be applicable.

The Augusta Richmond County Commission may make determinations of eligibility for each business enterprise or service enterprise based on the quality and quantity of such additional economic stimulus as may be created within Augusta Richmond County, Georgia. Criteria for consideration may include but not be limited to the following: a.) The number of jobs to be created above the state threshold of five jobs. b.) Capital investment or reinvestment by the business equal to or greater than the amount of ad valorem tax abated over the first five years of the tax incentive; c.) Locating in a vacant or historic building; d.) Demolishing an obsolete, abandoned and/or deteriorating pre-existing structure; e.) Enhancing the area by incorporating elements such as significant landscaping, area compatible facade materials and exclusion of billboards on premises; f.) Assembling multiple tracts of land for one project; and g.) creating jobs for residents of the Enterprise Zone and surrounding area.

SECTION 7

The Augusta Richmond County Commission further directs and designates its (Name or Agency) as liaison for communication with the Georgia Department of Community Affairs; the Georgia Department of Industry, Trade, and Tourism; the business community; and all others to oversee enterprise zone activities and administration, and communication with qualified businesses, qualified service enterprises and qualifying residential developments as outlined in this ordinance.

SECTION 8

The Augusta Richmond County Commission has the power to administer, require, and enforce compliance with the provisions of the ordinance and such administrative rules or regulations adopted hereinafter by way of resolution including but not limited to reports and data information from businesses within the enterprise zone to verify compliance with this ordinance and state law.

SECTION 9

A qualifying business enterprise or service enterprise shall enter into a contractual agreement with the County setting forth the incentives offered to such entity and including the guidelines for the recapture, revocation, or reimbursement of the incentives should the terms of the contract be violated by the target business.

SECTION 10

This ordinance shall take effect immediately.

Read and passed this (date) of (month, year) **TBD**

Name, (Authorized Signatory of the Board of Commissioners)

Print Title:

HARRISBURG WEST PARCELS

Proposed Opportunity Item 10.

Zone

- Harrisburg West V2
- Laney Walker
- OP Zone Parcels V2

Property Use

- C3-COMMERCIAL
- C4-COMMERCIAL
- I3-INDUSTRIAL
- I4-INDUSTRIAL

N

Miles

0 0.25 0.5

BOUNDARY DESCRIPTION Beginning at a point which is the intersection of the centerlines of Water Edge Drive and Thirteenth Street; thence, in a southwesterly direction along the centerline of Thirteenth Street a distance of 1772 feet, more or less, to a point located at the intersection of Thirteenth Street and Greene Street; thence, in a southeasterly direction along the centerline of Greene Street a distance of 900 feet more or less, to a point located at the intersection of Greene Street and Twelfth Street; thence, in a southwesterly direction along the centerline of Twelfth Street a distance of 2006 feet, more or less, to a point located on the centerline of Walton Way; thence, in a westerly direction along the centerline of Walton Way a distance of 8571 feet, more or less, to a point located on the centerline of Metcalf Street; thence, in a northeasterly direction a distance of 547 feet along the centerline of Metcalf Street to a point located on the centerline of Heckle Street; thence, in a southeasterly direction from along the centerline of Heckle Street a distance of 846 feet, more or less, to a point located on the centerline of Heckle Street at 33°28'34.18"N, 82° 0'5.36"W; thence, in a northeasterly direction from the centerline of Heckle Street at 33°28'34.18"N, 82° 0'5.36"W a distance of 347 feet, more or less, to a point located on the centerline line of Jenkins Street at 33°28'37.40"N, 82° 0'3.61"W; thence, in an easterly direction along the centerline of Jenkins Street a distance of 498 feet, more or less, to a point located at the intersection of Barnes Lane; thence in a northeasterly direction along the centerline of Barnes Lane a distance of 2322 feet more or less, to a point located at the intersection of Green Street; thence, in a westerly direction along the centerline of Green Street a distance of 1745 feet, more or less, to a point located at the intersection of Metcalf Street, located at 33°29'4.10"N, 82° 0'1.49"W; thence, in a northeasterly from 33°29'4.10"N, 82° 0'1.49"W a distance of 208 feet, more or less, to a point located at the intersection of Saint Luke Street and Metcalf Street located at 33°29'6.00"N, 33°29'6.00"N; thence, continue in a northeasterly direction along the centerline of Metcalf Street a distance of 394 feet, more or less, to a point located at the intersection of Welsh Lane; thence, in a northwesterly direction along the centerline of Welsh Lane a distance of 1022 feet, more or less, to a point located at the intersection of Tubman Street; thence, in a northeasterly direction along the centerline of Tubman Street a distance of 185 feet, more or less, to a point located at the intersection of Broad Street; thence, in a northwesterly direction along the centerline of Broad Street a distance of 97 feet, more or less, to a point located at the intersection of Wood Street; thence, in a northeasterly direction along the centerline of Wood Street a distance of 173 feet, more or less, to a point located at the intersection of Browns Lane; thence, in a southeasterly direction along the centerline of Browns Lane a distance of 1966 feet, more or less, to a point located at the intersection of Grace Street; thence, in a northeasterly direction along the centerline of Grace Street a distance of 416 feet, more or less, to a point located at the intersection of Peral Avenue; thence, continue in a northeasterly direction along the centerline of Pearl Avenue a distance of 497 feet, more or less, to a point located at the intersection of Eve Street; thence, in a northeasterly direction along the centerline of Eve Street a distance of 526 feet, more or less, to a point located at the intersection of Goodrich Street; thence, in a northwesterly direction along the centerline of Goodrich Street a distance of 309 feet, more or less, to a point located at 33°29'19.68"N, 81°59'37.51"W; thence, in a northeasterly direction from 33°29'19.68"N, 81°59'37.51"W a distance of 604 feet, more or less, to a point located at 33°29'19.94"N, 81°59'30.37"W of River Watch Parkway; thence, in a southeasterly direction along the centerline of River Watch Parkway a distance of 3925 feet, more or less, to a point located at the intersection of Reynolds Street; thence, continue in a southeasterly direction along the centerline of Reynolds Street a distance of 1296 feet, more or less, to a point located at the intersection of 14th Street; thence, in a northeasterly direction along the centerline of 14th Street a distance of 260 feet, more or less, to a point located at the intersection of Market Street;

thence, continue in a northeasterly direction from the intersection of Market Street a distance of 96 feet, more or less, to a point located at 33°28'55.01"N, 81°58'38.63"W along Waters Edge Drive; thence in a northeasterly direction along centerline of Waters Edge Drive a distance of 983 feet, more or less, to the point of beginning.

	A	B	C	D	E	F	G	H
1	Parcel Number	Address	City State Zip	Current Value	Property Use	Property Condition	Owner	Total Acres
2	027-3-072-00-0	157 Westview Ave	Augusta, GA 30904	\$5,000	Commercial Lots	Fair	KEY JAMES R	0.11
3	027-3-073-00-0	2039 Broad St	Augusta, GA 30904	\$41,786	Commercial Lots	Good	KEY JAMES R	0.22
4	027-3-074-00-0	2047 Broad St	Augusta, GA 30904	\$97,650	Commercial Lots	Fair	MCNAIR LINDA FAYE	0.17
5	027-3-075-00-0	2049 Broad St	Augusta, GA 30904	\$30,632	Commercial Lots	Fair	ICE CREAM ISLAND LLC	0.26
6	027-3-075-01-0	2053 Broad St	Augusta, GA 30904	\$55,342	Commercial Lots	Good	ICE CREAM ISLAND LLC	0.23
7	027-3-076-00-0	2061 Broad St	Augusta, GA 30904	\$122,895	Commercial Lots	Good	LNB ENTERPRISES LLC	0.33
8	027-3-077-00-0	2063 Broad St	Augusta, GA 30904	\$68,003	Residential Lots	Fair	MYNEWHOME LLC	0.17
9	027-3-078-00-0	2065 Broad St	Augusta, GA 30904	\$103,823	Residential Lots	Fair	BELL MARY DELLA	0.17
10	027-3-079-00-0	2067 Broad St	Augusta, GA 30904	\$14,400	Commercial Lots	Fair	HUNNICUTT ROBERT L	0.17
11	027-3-089-00-0	2009 Broad St	Augusta, GA 30904	\$66,150	Commercial Lots	Fair	COLLIER REALTY HOLDINGS LLC	0.17
12	027-3-090-00-0	2013 Broad St	Augusta, GA 30904	\$14,400	Commercial Lots	Fair	SMITH SYLVESTER	0.17
13	027-3-091-00-0	2015 Broad St	Augusta, GA 30904	\$14,400	Commercial Lots	Fair	SMITH SYLVESTER	0.17
14	027-3-092-00-0	2017 Broad St	Augusta, GA 30904	\$53,800	Residential Lots	Fair	WILLIAMSON LOUIS	0.09
15	027-3-093-00-0	2016 Browns Ln	Augusta, GA 30904	\$16,332	Residential Lots	Fair	GARDEN CITY COMMERCIAL LLC	0.04
16	027-3-093-01-0	2018 Browns Ln	Augusta, GA 30904	\$16,925	Residential Lots	Fair	GARDEN CITY COMMERCIAL LLC	0.04
17	027-3-094-00-0	2019 Broad St	Augusta, GA 30904	\$25,231	Residential Lots	Fair	WILLIAMSON LOUIS A	0.05
18	027-3-095-00-0	2020 Browns Ln	Augusta, GA 30904	\$1,525	Commercial Lots	Poor	GARDEN CITY COMMERCIAL LLC	0.04
19	027-3-096-00-0	2021 Broad St	Augusta, GA 30904	\$24,419	Commercial Lots	Fair	COLLIER IRWIN R	0.05
20	027-3-097-00-0	2022 Browns Ln	Augusta, GA 30904	\$12,837	Residential Lots	Poor	GARDEN CITY COMMERCIAL LLC	0.04
21	027-3-100-01-0	2025 Broad St	Augusta, GA 30904	\$310,535	Commercial Lots	Good	PATEL VIPULKUMAR	0.5
22	027-3-102-00-0	2033 Broad St	Augusta, GA 30904	\$14,400	Commercial Lots	Fair	GRZESKIEWICZ ROBERT MARION	0.17
23	027-3-103-00-0	2035 Broad St	Augusta, GA 30904	\$14,810	Commercial Lots	Fair	GRZESKIEWICZ UN KYONG	0.17
24	027-3-140-00-0	2064 Broad St	Augusta, GA 30904	\$44,600	Commercial Lots	Fair	DAVISON MARK A	0.26
25	027-3-141-00-0	2058 Broad St	Augusta, GA 30904	\$43,782	Commercial Lots	Fair	POWELL JIMMIE L	0.1
26	027-3-141-01-0	2060 Broad St	Augusta, GA 30904	\$36,977	Commercial Lots	Fair	POWELL JIMMIE L	0.1
27	027-3-143-00-0	2052 Broad St	Augusta, GA 30904	\$94,952	Residential Lots	Fair	BUSH HOWARD S	0.4
28	027-3-144-00-0	2050 Broad St	Augusta, GA 30904	\$53,985	Commercial Lots	Fair	HAG PROPERTIES LLC	0.15
29	027-3-145-00-0	2048 Broad St	Augusta, GA 30904	\$54,788	Residential Lots	Good	BRITTINGHAM BRIAN	0.15
30	027-3-146-00-0	2044 Broad St	Augusta, GA 30904	\$5,314	Commercial Lots	Fair	AIKENS ANGELA P	0.15
31	027-3-147-00-0	2042 Broad St	Augusta, GA 30904	\$49,225	Commercial Lots	Good	SHELTON MICHAEL C	0.15
32	027-3-148-00-0	2038 Broad St	Augusta, GA 30904	\$18,432	Commercial Lots	Poor	SHELTON MICHAEL C	0.2
33	027-3-149-00-0	2034 Broad St	Augusta, GA 30904	\$178,409	Exempt - Charities	Poor	MERCY MINISTRIES INC	0.4
34	027-3-152-00-0	2032 Broad St	Augusta, GA 30904	\$8,712	Exempt - Charities	Poor	MERCY MINISTRIES INC	0.1
35	027-3-153-00-0	2030 Broad St	Augusta, GA 30904	\$8,294	Exempt - Charities	Poor	MERCY MINISTRIES INC	0.1
36	027-3-154-00-0	2028 Broad St	Augusta, GA 30904	\$18,370	Residential Lots	Poor	MERCY MINISTRIES INC	0.19
37	027-3-155-00-0	2026 Broad St	Augusta, GA 30904	\$9,972	Commercial Lots	Poor	JOHNSON LOIS KIMBLE	0.1
38	027-3-156-00-0	2024 Broad St	Augusta, GA 30904	\$11,640	Commercial Lots	Poor	WILLIAMSON LOUIS A	0.1
39	027-3-157-00-0	2012 Broad St	Augusta, GA 30904	\$8,216	Commercial Lots	Poor	WILLIAMSON LOUIS A	0.09
40	027-3-159-00-0	2006 Broad St	Augusta, GA 30904	\$33,810	Commercial Lots	Fair	WILLIAMSON LOUIS ANTHONY	0.08
41	027-3-161-00-0	2002 Broad St	Augusta, GA 30904	\$19,298	Commercial Lots	Fair	CAPPS RICHARD H SR	0.07
42	027-4-062-00-0	2005 Broad St	Augusta, GA 30904	\$20,394	Residential Lots	Poor	SHARON BAPTIST CHURCH OF AUGUSTA INC	0.17
43	027-4-063-00-0	151 Curry St	Augusta, GA 30904	\$63,909	Residential Lots	Good	PARKER SOUTH LLC	0.07
44	027-4-064-00-0	2001 Broad St	Augusta, GA 30904	\$17,095	Commercial Lots	Fair	SKRINE NICHOLAS	0.1
45	027-4-077-00-0	1983 Broad St	Augusta, GA 30904	\$17,267	Commercial Lots	Fair	SKORCA PROPTERTIES LLC	0.25
46	027-4-077-01-0	1991 Broad St	Augusta, GA 30904	\$362,995	Commercial Lots	Fair	FAMILY DOLLAR STORES OF A	0.58
47	027-4-078-00-0	1981 Broad St	Augusta, GA 30904	\$14,285	Commercial Lots	Fair	SKORCA PROPTERTIES LLC	0.2

	A	B	C	D	E	F	G	H
1	Parcel Number	Address	City State Zip	Current Value	Property Use	Property Condition	Owner	Total Acres
48	027-4-079-00-0	1979 Broad St	Augusta, GA 30904	\$13,824	Commercial Lots	Good	SKORCA PROPTERTIES LLC	0.2
49	027-4-081-00-0	126 Grace St	Augusta, GA 30904	\$83,613	Exempt - Charities	Good	SALVATION ARMY THE	0.49
50	027-4-082-00-0	120 Grace St	Augusta, GA 30904	\$394,562	Exempt - Churches	Poor	EAST AUGUSTA CHURCH OF CH	0.5
51	027-4-085-00-0	1902 Pearl Ave	Augusta, GA 30904	\$481,923	Commercial Lots	Poor	IDEAL SYSTEMS LLC	0.76
52	027-4-089-00-0	119 Eve St	Augusta, GA 30904	\$108,171	Exempt - Charities	Good	SALVATION ARMY THE	0.47
53	027-4-090-00-0	123 Eve St	Augusta, GA 30904	\$118,713	Exempt - Charities	Good	SALVATION ARMY THE	0.49
54	027-4-094-00-0	1721 Goodrich St	Augusta, GA 30904		Exempt - Public Property	Poor	AUGUSTA CANAL AUTHORITY	7.77
55	027-4-094-00-1	1721 Goodrich St	Augusta, GA 30904	\$3,443,157	Historic Lots	Poor	SIBLEY MASTER TENANT I LLC	0.01
56	027-4-094-00-2	1721 Goodrich St	Augusta, GA 30904	\$1,205,903	Historic Lots	Poor	CAPE AUGUSTA DIGITAL PROPERTIES LLC	0.01
57	027-4-096-00-0	1717 Goodrich St	Augusta, GA 30904		Exempt - Public Property	Poor	AUGUSTA CANAL AUTHORITY	6.33
58	027-4-097-00-0	18 Kendrick Pl	Augusta, GA 30904	\$32,019	Residential Lots	Fair	JOHNSON DAN	0.1
59	027-4-098-00-0	20 Kendrick Pl	Augusta, GA 30904	\$38,452	Residential Lots	Good	FACET FINANCIAL LLC	0.1
60	027-4-099-00-0	22 Kendrick Pl	Augusta, GA 30904	\$30,031	Residential Lots	Fair	TUTEN CLARENCE MICHAEL	0.1
61	027-4-100-00-0	24 Kendrick Pl	Augusta, GA 30904	\$37,120	Residential Lots	Good	ACEVEDO-RECENDIZ YURINTZI AYDE	0.09
62	027-4-101-00-0	26 Kendrick Pl	Augusta, GA 30904	\$47,666	Residential Lots	Good	WOODS RONNIE MESHAWN	0.11
63	027-4-102-00-0	28 Kendrick Pl	Augusta, GA 30904	\$35,633	Residential Lots	Good	WOODS RONNIE	0.1
64	027-4-103-00-0	30 Kendrick Pl	Augusta, GA 30904	\$37,894	Residential Lots	Fair	RIGDON MARY R	0.09
65	027-4-104-00-0	32 Kendrick Pl	Augusta, GA 30904	\$36,198	Residential Lots	Fair	RIGDON MARY R	0.1
66	027-4-105-00-0	34 Kendrick Pl	Augusta, GA 30904	\$49,478	Residential Lots	Good	WELLINGTON PARK LLC	0.11
67	035-1-009-00-0	1980 Broad St	Augusta, GA 30904	\$49,610	Residential Lots	Fair	MEYERS ANDRENA	0.42
68	035-1-010-00-0	212 Metcalf St	Augusta, GA 30904	\$71,951	Residential Lots	Good	SENESTRARO AJA DIANE	0.08
69	035-1-011-00-0	214 Metcalf St	Augusta, GA 30904	\$54,555	Residential Lots	Good	MACH ACADEMY INC	0.08
70	035-1-012-00-0	216 Metcalf St	Augusta, GA 30904	\$52,966	Residential Lots	Fair	SADEK IBRAHIM	0.08
71	035-1-013-00-0	218 Metcalf St	Augusta, GA 30904	\$2,592	Residential Lots	Fair	WELLS FARGO BANK NA	0.09
72	035-1-014-00-0	220 Metcalf St	Augusta, GA 30904	\$50,763	Residential Lots	Fair	HOLLAND CURTIS L	0.09
73	035-1-058-00-0	1976 Ellis St	Augusta, GA 30904	\$35,359	Commercial Lots	Poor	DAVIS PAUL M TRUST	0.57
74	035-1-059-00-0	1966 Ellis St	Augusta, GA 30904	\$45,512	Residential Lots	Fair	JROD & CO LLC	0.25
75	035-2-001-00-0	1939 Broad St	Augusta, GA 30904	\$614,735	Commercial Lots	Poor	IDEAL SYSTEMS LLC	0.83
76	035-2-003-00-0	1901 Broad St	Augusta, GA 30904	\$558,789	Commercial Lots	Poor	IDEAL SYSTEMS LLC	0.66
77	035-2-031-00-0	1705 Goodrich St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA CANAL AUTHORITY	1.23
78	035-2-033-00-0	36 Kendrick Pl	Augusta, GA 30904	\$12,400	Residential Lots	Fair	AUGUSTA CAPITAL LLC	0.28
79	035-2-034-00-0	1697 Broad St	Augusta, GA 30904	\$2,470,360	Commercial Small Tracts	Good	AUGUSTA CYBERWORKS 2 LLC	6.2
80	035-2-062-00-0	1902 Broad St	Augusta, GA 30904	\$13,068	Commercial Lots	Good	HOWARDS APPLIANCES INC	0.76
81	035-2-063-00-0	1908 Broad St	Augusta, GA 30904	\$13,068	Commercial Lots	Good	HOWARDS APPLIANCES INC	0.15
82	035-2-066-02-0	1926 Broad St	Augusta, GA 30904	\$334,828	Commercial Lots	Fair	HOWARDS APPLIANCES INC	1.53
83	035-2-071-00-0	1934 Broad St	Augusta, GA 30904	\$8,100	Commercial Lots	Fair	HOWARDS APPLIANCES INC	0.09
84	035-2-072-00-0	1936 Broad St	Augusta, GA 30904	\$8,100	Commercial Lots	Fair	HOWARDS APPLIANCES INC	0.09
85	035-2-073-00-0	1940 Broad St	Augusta, GA 30904	\$59,492	Residential Lots	Fair	HOWARDS APPLIANCES INC	0.19
86	035-2-110-00-0	1800 Broad St	Augusta, GA 30904	\$67,950	Commercial Lots	Poor	1800 BROAD LLC	0.15
87	035-2-111-00-0	1810 Broad St	Augusta, GA 30904		Exempt - Public Property	Poor	AUGUSTA	0.13
88	035-2-112-00-0	1814 Broad St	Augusta, GA 30904		Exempt - Public Property	Good	AUGUSTA	0.25
89	035-2-113-00-0	1822 Broad St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA	0.32
90	035-2-114-00-0	1826 Broad St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA	0.64
91	035-2-119-00-0	1842 Broad St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA	0.13
92	035-2-127-00-0	1770 Broad St	Augusta, GA 30904	\$25,226	Commercial Lots	Poor	KAMATH LLC	0.1
93	035-2-139-00-0	1728 Broad St	Augusta, GA 30904	\$5,228	Commercial Lots	Fair	SNELLINGS WILLIAM R JR	0.06

	A	B	C	D	E	F	G	H
1	Parcel Number	Address	City State Zip	Current Value	Property Use	Property Condition	Owner	Total Acres
94	035-2-140-00-0	1732 Broad St	Augusta, GA 30904	\$15,682	Commercial Lots	Fair	SNELLINGS WILLIAM R JR	0.18
95	035-2-141-00-0	1738 Broad St	Augusta, GA 30904	\$19,193	Exempt - Churches	Fair	HOUSE OF TRANSITION & TRANSFORMATION INC	0.07
96	035-2-142-00-0	1740 Broad St	Augusta, GA 30904	\$8,712	Commercial Lots	Fair	WILLOWOOD FOX LLC	0.1
97	035-2-143-00-0	1744 Broad St	Augusta, GA 30904	\$14,400	Commercial Lots	Fair	WILLOWOOD FOX LLC	0.17
98	035-2-144-00-0	1750 Broad St	Augusta, GA 30904	\$11,520	Commercial Lots	Fair	WILLOWOOD FOX LLC	0.13
99	035-2-145-00-0	1756 Broad St	Augusta, GA 30904	\$43,544	Commercial Lots	Good	KAMATH LLC	0.13
100	035-2-146-00-0	1760 Broad St	Augusta, GA 30904	\$11,326	Commercial Lots	Fair	KAMATH LLC	0.13
101	035-2-147-00-0	1764 Broad St	Augusta, GA 30904	\$11,326	Commercial Lots	Fair	KAMATH LLC	0.13
102	035-2-148-00-0	1768 Broad St	Augusta, GA 30904	\$3,484	Commercial Lots	Fair	KAMATH LLC	0.04
103	035-2-151-01-0	1730 Broad St	Augusta, GA 30904	\$159,179	Commercial Lots	Fair	MAYO PLACE PROPERTIES LLC	0.55
104	035-2-166-00-0	201 Tuttle St	Augusta, GA 30904	\$3,020	Commercial Lots	Fair	AUGUSTA PROPERTIES I INC	0.06
105	035-2-178-00-0	207 Tuttle St	Augusta, GA 30904	\$11,413	Commercial Lots	Poor	CRAWLEY BOBBY E	0.13
106	035-2-179-00-0	1696 Broad St	Augusta, GA 30904	\$15,044	Commercial Lots	Poor	MARTHA LESTER LLC	0.06
107	035-2-180-00-0	1694 Broad St	Augusta, GA 30904	\$4,669	Residential Lots	Good	MARTHA LESTER LLC	0.1
108	035-2-181-00-0	1692 Broad St	Augusta, GA 30904	\$7,088	Residential Lots	Good	MARTHA LESTER LLC	0.21
109	035-2-182-00-0	1688 Broad St	Augusta, GA 30904	\$151,309	Commercial Lots	Fair	MARTHA LESTER LLC	2.2
110	035-2-183-00-0	1676 Broad St	Augusta, GA 30904	\$29,217	Commercial Lots	Fair	KAMATH LLC	0.23
111	035-2-184-00-0	1960 Ellis St	Augusta, GA 30904	\$79,709	Residential Lots	Good	PSTEED PROPERTIES LLC	0.21
112	035-2-184-01-0	1958 Ellis St	Augusta, GA 30904	\$79,585	Residential Lots	Good	PSTEED PROPERTIES LLC	0.21
113	035-2-204-00-0	301 Eve St	Augusta, GA 30904	\$37,557	Commercial Lots	Poor	HAG PROPERTIES LLC	0.22
114	035-2-205-00-0	1910 Ellis St	Augusta, GA 30904	\$9,221	Residential Lots	Poor	HAG PROPERTIES LLC	0.08
115	035-2-206-00-0	1912 Ellis St	Augusta, GA 30904	\$59,727	Residential Lots	Good	JOHNSON LOIS K	0.11
116	035-2-207-00-0	1914 Ellis St	Augusta, GA 30904	\$44,458	Residential Lots	Good	AUGUSTA CAPITAL GROUP LLC	0.08
117	035-2-208-00-0	1916 Ellis St	Augusta, GA 30904	\$43,488	Residential Lots	Good	SEQUOIA CAPITAL GROUP LLC	0.08
118	035-2-209-00-0	1924 Ellis St	Augusta, GA 30904	\$65,936	Residential Lots	Good	GOOD FAITH MANAGEMENT LLC	0.1
119	035-2-210-00-0	1926 Ellis St	Augusta, GA 30904	\$60,246	Residential Lots	Good	COLLINS JANICE TWIGGS	0.14
120	035-2-211-00-0	1932 Ellis St	Augusta, GA 30904	\$66,048	Residential Lots	Good	WALDEN ROOSEVELT & WALDEN CHERYL D	0.14
121	035-2-212-00-0	1936 Ellis St	Augusta, GA 30904	\$55,394	Residential Lots	Good	INFORMED CONSUMER NETWORKS LLC	0.15
122	035-2-213-00-0	1938 Ellis St	Augusta, GA 30904	\$56,741	Residential Lots	Good	EVANS MRS ANITA LOUISE B	0.15
123	035-2-214-00-0	1944 Ellis St	Augusta, GA 30904	\$4,620	Residential Lots	Fair	GREATER SAINT JOHN MB CHURCH	0.1
124	035-2-215-00-0	1946 Ellis St	Augusta, GA 30904	\$60,030	Residential Lots	Good	PAGE JEANETTE H	0.14
125	035-2-216-00-0	1948 Ellis St	Augusta, GA 30904	\$568,605	Exempt - Churches	Good	GREATER SAINT JOHN BAPTIST CHURCH BY TR	0.37
126	035-2-218-00-0	1956 Ellis St	Augusta, GA 30904	\$78,600	Residential Lots	Good	PSTEED PROPERTIES LLC	0.18
127	035-2-219-00-0	1866 Ellis St	Augusta, GA 30904		Exempt - Public Property	Good	AUGUSTA	0.25
128	035-2-246-00-0	1818 Ellis St	Augusta, GA 30904	\$4,349	Exempt - Churches	Good	SAINT LUKE UNITED METHODIST	0.09
129	035-2-247-00-0	1822 Ellis St	Augusta, GA 30904	\$9,722	Residential Lots	Poor	SEQUOIA CAPITAL GROUP LLC	0.1
130	035-2-248-00-0	1824 Ellis St	Augusta, GA 30904	\$20,961	Residential Lots	Fair	SMITH LIBBIE	0.1
131	035-2-249-00-0	1826 Ellis St	Augusta, GA 30904	\$47,082	Residential Lots	Fair	BURNS SUSAN DIANE	0.11
132	035-2-250-00-0	1828 Ellis St	Augusta, GA 30904	\$5,009	Residential Lots	Poor	YAO TALANG	0.1
133	035-2-251-00-0	1832 Ellis St	Augusta, GA 30904	\$73,406	Residential Lots	Fair	COOK ALLEN O	0.14
134	035-2-253-00-0	1834 Ellis St	Augusta, GA 30904	\$31,762	Residential Lots	Fair	JOHNSON STEPHANIE M	0.1
135	035-2-254-00-0	1836 Ellis St	Augusta, GA 30904	\$3,528	Residential Lots	Fair	MCNIGHT MICHELLE	0.1
136	035-2-255-00-0	1838 Ellis St	Augusta, GA 30904	\$43,805	Residential Lots	Fair	DORSEY TOMMY LEE	0.1
137	035-2-256-00-0	1840 Ellis St	AUGUSTA, GA 30904	\$24,126	Residential Lots	Fair	POOL PRESTON	0.08
138	035-2-257-00-0	1842 Ellis St	Augusta, GA 30904	\$7,974	Residential Lots	Poor	BROMELL LOUIS NELLO	0.2
139	035-2-258-00-0	1848 Ellis St	Augusta, GA 30904	\$27,174	Residential Lots	Fair	CAPPS RICHARD H	0.37

	A	B	C	D	E	F	G	H
1	Parcel Number	Address	City State Zip	Current Value	Property Use	Property Condition	Owner	Total Acres
140	035-2-260-00-0	1852 Ellis St	Augusta, GA 30904		Exempt - Public Property	Poor	AUGUSTA	0.06
141	035-2-263-00-0	301 Crawford Ave	Augusta, GA 30904	\$4,452	Residential Lots	Good	GOOD NEIGHBOR MINISTRIES INC	0.09
142	035-2-264-00-0	311 Crawford Ave	Augusta, GA 30904	\$1,122,613	Exempt - Churches	Good	ST LUKE METHODIST CHURCH	0.65
143	035-2-292-00-0	210 Tuttle St	Augusta, GA 30904	\$2,488	Residential Lots	Fair	HFD PROPERTIES LLC	0.04
144	035-2-350-00-0	419 Crawford Ave	Augusta, GA 30904	\$42,748	Commercial Lots	Good	HUGHES DORIS G REVOCABLE TRUST	0.15
145	035-2-351-00-0	417 Crawford Ave	Augusta, GA 30904	\$58,793	Residential Lots	Good	SOLDERN TOUCH LLC	0.07
146	035-2-352-00-0	415 Crawford Ave	Augusta, GA 30904	\$56,124	Residential Lots	Good	GOOD BEGINNINGS PROPERTIES LLC	0.07
147	035-2-353-00-0	413 Crawford Ave	Augusta, GA 30904	\$56,561	Residential Lots	Good	HUGHES DORIS G REVOCABLE TRUST	0.07
148	035-2-354-00-0	411 Crawford Ave	Augusta, GA 30904	\$59,497	Residential Lots	Good	THIGPEN MICHAEL	0.07
149	035-2-487-00-0	427 Crawford Ave	Augusta, GA 30904	\$6,361	Residential Lots	Poor	NINE OWEN	0.11
150	035-2-488-00-0	423 Crawford Ave	Augusta, GA 30904	\$93,564	Commercial Lots	Good	NINE OWEN	0.15
151	035-2-504-00-0	507 Crawford Ave	Augusta, GA 30904	\$3,513,127	Exempt - Churches	Good	CRAWFORD AVE BAPTIST CHUR	1.21
152	035-2-573-00-0	212 Tuttle St	Augusta, GA 30904	\$12,427	Commercial Lots	Fair	HFD PROPERTIES LLC	0.29
153	035-2-574-00-0	1850 Broad St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA	0.19
154	035-2-575-00-0	1848 Broad St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA	0.19
155	035-2-576-00-0	1846 Broad St	Augusta, GA 30904		Exempt - Public Property	Good	AUGUSTA	0.19
156	035-2-577-00-0	1844 Broad St	Augusta, GA 30904		Exempt - Public Property	Good	AUGUSTA	0.19
157	035-3-268-00-0	1843 Walton Way	Augusta, GA 30904	\$173,711	Commercial Lots	Good	CHEN SHIGUAN	0.2
158	035-3-269-00-0	1903 Heckle St	Augusta, GA 30904	\$64,546	Residential Lots	Fair	PELHAM MIRANDA RAYE	0.2
159	035-3-270-00-0	1905 Heckle St	Augusta, GA 30904	\$69,079	Residential Lots	Fair	YOUNG ROGER	0.13
160	035-3-271-00-0	1907 Heckle St	Augusta, GA 30904	\$60,090	Residential Lots	Good	AMADORI SILVA M	0.12
161	035-3-272-00-0	1909 Heckle St	Augusta, GA 30904	\$66,594	Residential Lots	Fair	LEE ALETHA	0.16
162	035-3-273-00-0	1911 Heckle St	Augusta, GA 30904	\$39,696	Commercial Lots	Poor	EMPRESS AND EMPIRE LLC	0.15
163	035-3-274-00-0	1913 Heckle St	Augusta, GA 30904	\$8,793	Residential Lots	Fair	EMPRESS AND EMPIRE LLC	0.18
164	035-3-300-00-0	1827 Walton Way	Augusta, GA 30904	\$187,875	Commercial Lots	Good	KNAPP FRANK E III	0.21
165	035-3-301-00-0	1831 Walton Way	Augusta, GA 30904	\$293,529	Commercial Lots	Good	LANIER ROBBY W	0.44
166	035-3-304-00-0	1841 Walton Way	Augusta, GA 30904	\$214,900	Commercial Lots	Good	DROMSKY JOSEPH R	0.17
167	035-3-305-00-0	816 Eve St	Augusta, GA 30904	\$220,800	Residential Lots	Good	CULTIVATION PROPERTIES LLC	0.22
168	035-3-373-00-0	802 Metcalf St	Augusta, GA 30904	\$204,593	Exempt - Churches	Good	KINGDOM LIFE FELLOWSHIP MINISTRIES	0.38
169	035-3-374-00-0	1932 Heckle St	Augusta, GA 30904	\$32,000	Residential Lots	Fair	CSRA HOME BUYERS LLC	0.14
170	035-3-375-00-0	1930 Heckle St	Augusta, GA 30904	\$40,415	Residential Lots	Fair	NOBLES TRUITT NELSON JR ESTATE OF	0.1
171	035-3-376-00-0	1928 1/2 Heckle St	Augusta, GA 30904	\$39,773	Residential Lots	Good	PYE INVESTMENTS LLC	0.07
172	035-3-377-00-0	1926 Heckle St	Augusta, GA 30904	\$125,000	Residential Lots	Fair / Good	SMITH CHERIE ANITA ROFS	0.21
173	035-3-378-00-0	1924 Heckle St	Augusta, GA 30904	\$75,966	Residential Lots	Good	SNEAD INVESTMENTS LLC	0.17
174	035-3-379-00-0	1931 Walton Way	Augusta, GA 30904	\$482,215	Commercial Lots	Good	SBKC REAL ESTATE HOLDINGS LLC	1.35
175	035-3-379-01-0	1937 Walton Way	Augusta, GA 30904	\$95,832	Commercial Lots	Good	3730 TROTTER LLC	0.4
176	035-3-379-02-0	1933 Walton Way	Augusta, GA 30904	\$387,044	Commercial Lots	Good	3730 TROTTER LLC	0.34
177	035-3-380-00-0	1929 Walton Way	Augusta, GA 30904	\$150,000	Commercial Lots	Good	AUGUSTA BOXING CLUB INC	0.33
178	035-3-381-00-0	1927 Walton Way	Augusta, GA 30904	\$139,431	Commercial Lots	Good	COLEMAN FAMILY TRUST	0.34
179	035-3-382-00-0	1925 Walton Way	Augusta, GA 30904	\$106,581	Commercial Lots	Good	AUGUSTA ORIENTAL RUG INC	0.18
180	035-3-383-00-0	1923 Walton Way	Augusta, GA 30904	\$188,454	Commercial Lots	Good	STEEDLY TIMOTHY F	0.15
181	035-3-384-00-0	1915 Walton Way	Augusta, GA 30904	\$69,310	Residential Lots	Fair	HODGES REBECCA KING REV TRUST	0.12
182	035-3-385-00-0	1905 Walton Way	Augusta, GA 30904	\$124,101	Commercial Lots	Good	BOULUS PAUL A JR	0.23
183	035-3-386-00-0	1901 Walton Way	Augusta, GA 30904	\$37,803	Commercial Lots	Good	BLANCHARD E WHITAKER	0.06
184	035-3-388-00-0	1939 Walton Way	Augusta, GA 30904	\$359,051	Commercial Lots	Good	AUGUSTA BUSINESS PRESSTECH INC	0.51
185	035-3-390-00-0	1953 Walton Way	Augusta, GA 30904	\$123,162	Commercial Lots	Fair	WALTERS RAYMOND L JR 33.33%	0.47

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1	Parcel Number	Address	City State Zip	Current Value	Property Use	Property Condition	Owner	Total Acres
186	035-3-391-00-0	814 Metcalf St	Augusta, GA 30904	\$86,926	Residential Lots	Good	REH REAL ESTATE HOLDINGS LLC	0.15
187	035-3-392-00-0	810 Metcalf St	Augusta, GA 30904	\$79,838	Residential Lots	Good	REH REAL ESTATE HOLDINGS LLC	0.17
188	035-3-393-00-0	808 Metcalf St	Augusta, GA 30904	\$70,468	Residential Lots	Good	REH REAL ESTATE HOLDINGS LLC	0.18
189	035-3-394-00-0	806 Metcalf St	Augusta, GA 30904	\$106,089	Residential Lots	Good	MOLDOVAN TREVOR Q	0.08
190	035-3-395-00-0	804 Metcalf St	Augusta, GA 30904	\$90,282	Residential Lots	Good	BROOKS PATRICIA	0.12
191	035-4-017-00-0	615 Crawford Ave	Augusta, GA 30904	\$731,460	Exempt - Churches	Good	BETHEL A M E CHURCH OF AU	0.62
192	035-4-019-00-0	609 Crawford Ave	Augusta, GA 30904	\$13,620	Exempt - Churches	Fair	BETHEL A M E CHURCH OF AU	0.42
193	035-4-021-00-0	601 Crawford Ave	Augusta, GA 30904	\$14,857	Exempt - Churches	Good	CRAWFORD AVENUE BAPTIST CHURCH INC	0.21
194	035-4-144-00-0	645 Crawford Ave	Augusta, GA 30904	\$98,786	Residential Lots	Good	DROWLETTE ANNETTE	0.19
195	035-4-145-00-0	643 Crawford Ave	Augusta, GA 30904	\$90,302	Residential Lots	Good	DROWLETTE ANNETTE	0.18
196	035-4-146-00-0	641 Crawford Ave	Augusta, GA 30904	\$169,641	Residential Lots	Good	WALKER LYDELL D	0.23
197	035-4-147-00-0	637 Crawford Ave	Augusta, GA 30904	\$86,231	Residential Lots	Good	STENSURD LARRY	0.23
198	035-4-148-00-0	631 Crawford Ave	Augusta, GA 30904	\$116,353	Residential Lots	Good	LI MING GUANG ROFS	0.23
199	035-4-149-00-0	625 Crawford Ave	Augusta, GA 30904	\$62,086	Residential Lots	Fair	COOPER ROGER	0.17
200	035-4-353-00-0	721 Crawford Ave	Augusta, GA 30904	\$701,869	Commercial Lots	Good	PLATTS FUNERAL HOME INC	0.65
201	035-4-354-00-0	707 Crawford Ave	Augusta, GA 30904	\$11,005	Commercial Lots	Good	PLATTS FUNERAL HOME INC	0.17
202	035-4-355-00-0	705 Crawford Ave	Augusta, GA 30904	\$14,871	Residential Lots	Good	PLATTS FUNERAL HOME INC	0.25
203	035-4-356-00-0	1802 Fenwick St	Augusta, GA 30904	\$53,461	Commercial Lots	Fair	PLATTS FUNERAL HOME INC	0.21
204	035-4-432-00-0	809 Crawford Ave	Augusta, GA 30904	\$109,611	Residential Lots	Good	MCMONIGLE JAMES D	0.28
205	035-4-433-00-0	807 Crawford Ave	Augusta, GA 30904	\$113,183	Residential Lots	Good	JORDON CATHERINE W	0.26
206	035-4-434-00-0	805 Crawford Ave	Augusta, GA 30904	\$141,940	Residential Lots	Fair	STANLEY GROVER BAXTER	0.14
207	035-4-435-00-0	801 Crawford Ave	Augusta, GA 30904	\$110,257	Commercial Lots	Good	ESTEP PAT L JR	0.1
208	035-4-457-00-0	1823 Walton Way	Augusta, GA 30904	\$278,665	Commercial Lots	Good	SYBRA LLC	0.51
209	035-4-458-00-0	1819 Walton Way	Augusta, GA 30904	\$303,288	Commercial Lots	Good	JADESTONE LLC	0.31
210	035-4-460-00-0	1815 Walton Way	Augusta, GA 30904	\$429,207	Commercial Lots	Good	HO TERRY CHIN CHUAN ROFS	0.51
211	035-4-466-00-0	1801 Walton Way	Augusta, GA 30904	\$746,609	Commercial Lots	Good	COOK OUT AUGUSTA INC	0.64
212	035-4-468-00-0	831 Crawford Ave	Augusta, GA 30904	\$60,051	Commercial Lots	Good	SMITH JOSEPH E	0.15
213	035-4-469-00-0	821 Crawford Ave	Augusta, GA 30904	\$66,463	Commercial Lots	Good	SMITH JOSEPH E	0.28
214	035-4-470-00-0	817 Crawford Ave	Augusta, GA 30904	\$168,636	Commercial Lots	Good	SMITH JOSEPH E	0.18
215	035-4-480-01-0	1739 Walton Way	Augusta, GA 30904	\$332,900	Commercial Lots	Good	SPIRIT CK PORTFOLIO I LLC	0.49
216	035-4-482-00-0	1731 Walton Way	Augusta, GA 30904	\$249,223	Commercial Lots	Good	SPARKLE EXPRESS REAL ESTATE LLC	0.3
217	035-4-483-00-0	1729 Walton Way	Augusta, GA 30904	\$99,811	Commercial Lots	Good	BOWEN GEORGE L	0.15
218	035-4-484-00-0	1725 Walton Way	Augusta, GA 30904	\$261,851	Commercial Lots	Good	BOWEN CHARLES W III	0.37
219	035-4-485-00-0	1717 Walton Way	Augusta, GA 30904	\$882,434	Commercial Lots	Good	BOWEN CHARLES W III	0.71
220	035-4-486-01-0	1713 Walton Way	Augusta, GA 30904	\$628,998	Commercial Lots	Good	OSBON JULIAN W FAMILY PARTNERSHIP LLLP	0.58
221	035-4-486-02-0	1705 Walton Way	Augusta, GA 30904	\$162,387	Commercial Lots	Good	OSBON PROPERTIES LLC	0.43
222	035-4-487-00-0	1702 Jenkins St	Augusta, GA 30904	\$169,049	Commercial Lots	Good	CHIU YUEN TING	0.18
223	035-4-497-00-0	1734 Jenkins St	Augusta, GA 30904	\$31,826	Commercial Lots	Good	TANKSLEY TARA M	0.15
224	035-4-501-00-0	1631 Walton Way	Augusta, GA 30904	\$368,000	Commercial Lots	Good	SHEEHAN JAMES F ROFS	1.06
225	035-4-501-00-1	1631 Walton Way	Augusta, GA 30904	\$383,260	Commercial Lots	Good	SOUTHERN RESTAURANT HOSPITALITY GROUP L	0
226	035-4-504-00-0	1617 Walton Way	Augusta, GA 30904	\$339,481	Commercial Lots	Good	JRS PROPERTIES LLC	0.35
227	035-4-505-00-0	721 Bohler Ave	AUGUSTA, GA 30904	\$97,901	Commercial Lots	Good	BURCH JANET HODGES	0.13
228	035-4-508-00-0	1627 Walton Way	Augusta, GA 30904	\$498,331	Commercial Lots	Good	WAFFLE HOUSE INC	0.8
229	035-4-516-00-0	712 Bohler Ave	Augusta, GA 30904	\$67,466	Commercial Lots	Poor	SECURITY FEDERAL BANK	0.32
230	035-4-517-00-0	1607 Walton Way	Augusta, GA 30904	\$1,829,748	Commercial Small Tracts	Good	SECURITY FEDERAL BANK	1.93
231	035-4-520-00-0	723 Moore Ave	Augusta, GA 30904	\$30,731	Commercial Lots	Good	SECURITY FEDERAL BANK	0.08

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1	Parcel Number	Address	City State Zip	Current Value	Property Use	Property Condition	Owner	Total Acres
232	035-4-538-00-0	1571 Walton Way	Augusta, GA 30904	\$211,812	Commercial Lots	Good	AANS INVESTMENTS LLC	0.27
233	035-4-539-00-0	1569 Walton Way	Augusta, GA 30904	\$211,892	Commercial Lots	Good	CUNNINGHAM CASH E	0.12
234	035-4-540-00-0	1565 Walton Way	Augusta, GA 30904	\$31,863	Commercial Lots	Good	CUNNINGHAM CASH EVAN	0.11
235	035-4-541-00-0	1555 Walton Way	Augusta, GA 30904	\$347,631	Commercial Lots	Good	PREFERRED PREMIUM PROPERTIES LLC	0.52
236	035-4-564-00-0	1537 Walton Way	Augusta, GA 30904	\$14,222,488	Commercial Small Tracts	Good	HTA - AUGUSTA SS HOSPITAL LLC	3.11
237	036-1-003-00-0	25 Kendrick Pl	Augusta, GA 30904	\$35,700	Commercial Lots	Fair	AUGUSTA CYBERWORKS 2 LLC	3.57
238	036-1-015-00-0	1623 Broad St	Augusta, GA 30904	\$105,903	Industrial Lots	Good	MAYO PLACE PROPERTIES LLC	0.23
239	036-1-020-00-0	130 King Mill St	Augusta, GA 30904	\$5,267	Residential Lots	Poor	MOORE INEZ ESTATE OF	0.09
240	036-1-021-00-0	1617 Broad St	Augusta, GA 30904	\$57,735	Industrial Lots	Good	NIEDERHOFER DENNIS M	0.29
241	036-1-022-00-0	1611 Broad St	Augusta, GA 30904	\$4,531	Commercial Lots	Good	NIEDERHOFER DENNIS M	0.08
242	036-1-023-00-0	1589 Broad St	Augusta, GA 30904	\$3,606,648	Industrial Small Tracts	Good	AREC 9 LLC	3.13
243	036-1-025-00-0	1530 River Watch Pkwy	Augusta, GA 30904	\$1	Utility - operating utility	Good	CSX TRANSPORTATION INC	2.72
244	036-1-026-00-0	1571 Broad St	Augusta, GA 30904	\$1,003,745	Commercial Lots	Good	DOZIER FAMILY LIMITED PARTNERSHIP	2.35
245	036-1-029-00-0	1557 Broad St	Augusta, GA 30904	\$95,808	Industrial Lots	Good	DOZIER FAMILY LIMITED PARTNERSHIP	0.68
246	036-1-032-00-0	1515 Broad St	Augusta, GA 30904	\$711,656	Commercial Small Tracts	Good	SS REALTY LP	2.37
247	036-1-034-00-0	1501 Broad St	Augusta, GA 30904	\$53,181	Commercial Lots	Good	1501 BROAD ST LLC	0.16
248	036-1-035-00-0	121 Fifteenth St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA	1.59
249	036-1-037-00-0	1471 Reynolds St	Augusta, GA 30904	\$109,908	Commercial Small Tracts	Good	MUD HOLDINGS LLC	0.61
250	036-1-037-01-0	1499 Reynolds St	Augusta, GA 30904	\$23,238	Commercial Small Tracts	Fair	FOX RICHARD SCHURMAN LIVING TRUST	0.16
251	036-1-040-00-0	1465 Reynolds St	Augusta, GA 30904	\$203,595	Commercial Lots	Good	3730 TROTTER LLC	0.42
252	036-1-046-00-0	1477 Jones St	Augusta, GA 30904	\$9,584	Commercial Lots	Fair	MORRIS JOHN E JR	0.11
253	036-1-049-00-0	1471 Jones St	Augusta, GA 30904	\$13,940	Commercial Lots	Fair	MORRIS BILLY L	0.16
254	036-1-051-00-0	1463 Jones St	Augusta, GA 30904	\$157,949	Commercial Lots	Good	MORRIS BILLY L	0.33
255	036-1-053-00-0	1453 Jones St	Augusta, GA 30904	\$7,840	Commercial Lots	Good	LANDRUM PETER	0.09
256	036-1-055-00-0	1440 Reynolds St	Augusta, GA 30904	\$268,530	Commercial Lots	Good	LANDRUM PETER D	0.78
257	036-1-057-00-0	1452 Reynolds St	Augusta, GA 30904	\$7,840	Commercial Lots	Fair	LANDRUM PETER	0.09
258	036-1-058-00-0	1456 Reynolds St	Augusta, GA 30904	\$3,720	Residential Lots	Fair	BROWN TERESA MARION	0.04
259	036-1-059-00-0	1458 Reynolds St	Augusta, GA 30904	\$34,433	Commercial Lots	Fair	MORRIS BILLY L	0.13
260	036-1-060-00-0	1460 Reynolds St	Augusta, GA 30904	\$6,970	Commercial Lots	Fair	MORRIS BILLY L	0.08
261	036-1-061-00-0	1464 Reynolds St	Augusta, GA 30904	\$16,560	Commercial Lots	Fair	MORRIS JOHN E JR	0.95
262	036-1-066-01-0	1488 Reynolds St	Augusta, GA 30904	\$783,898	Commercial Lots	Good	NGGS I LP	0.39
263	036-1-068-01-0	1496 Jones St	Augusta, GA 30904	\$228,792	Commercial Lots	Good	UKYR LLC	0.54
264	036-1-071-00-0	1477 Broad St	Augusta, GA 30904	\$14,810	Commercial Lots	Good	L&H PARTNERS OF AUGUSTA LLC	0.17
265	036-1-073-00-0	1467 Broad St	Augusta, GA 30904	\$216,732	Commercial Lots	Good	L&H PARTNERS OF AUGUSTA LLC	0.34
266	036-1-075-00-0	1463 Broad St	Augusta, GA 30904	\$91,375	Commercial Lots	Good	GISELE REAL ESTATE INC	0.34
267	036-1-076-00-0	1459 Broad St	Augusta, GA 30904	\$6,970	Commercial Lots	Fair	REDMOND RANDALL L	0.08
268	036-1-078-00-0	1454 Jones St	Augusta, GA 30904	\$120,091	Commercial Lots	Fair	ANDREWS GINGER B	0.08
269	036-1-086-00-0	1456 Jones St	Augusta, GA 30904	\$29,300	Commercial Lots	Fair	REDMOND RANDALL L	0.08
270	036-1-087-00-0	1458 Jones St	Augusta, GA 30904	\$26,472	Commercial Lots	Fair	REDMOND RANDALL L	0.08
271	036-1-091-00-0	1668 Broad St	Augusta, GA 30904	\$88,200	Commercial Lots	Poor	KAMATH LLC	0.25
272	036-1-102-00-0	1568 Broad St	Augusta, GA 30904		Exempt - Public Property	Good	AUGUSTA	2.06
273	036-1-103-00-0	1590 Broad St	Augusta, GA 30904	\$87,487	Residential Lots	Good	WEINTRAUB MICHAEL	0.13
274	036-1-104-00-0	1596 Broad St	Augusta, GA 30904	\$70,437	Residential Lots	Good	JONES KATHRYN R	0.13
275	036-1-105-00-0	1602 Broad St	Augusta, GA 30904	\$75,220	Residential Lots	Good	PARSONS PENSOLA	0.13
276	036-1-106-00-0	1606 Broad St	Augusta, GA 30904	\$74,420	Residential Lots	Good	WRIGHT WILLIAM	0.12
277	036-1-107-00-0	1612 Broad St	Augusta, GA 30904	\$83,232	Residential Lots	Good	EISELE KYLE WILLIAM	0.11

	A	B	C	D	E	F	G	H
1	Parcel Number	Address	City State Zip	Current Value	Property Use	Property Condition	Owner	Total Acres
278	036-1-108-00-0	1616 Broad St	Augusta, GA 30904	\$6,300	Residential Lots	Fair	AUGUSTA CAPITAL LLC	0.1
279	036-1-109-00-0	1620 Broad St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA	0.1
280	036-1-110-00-0	1624 Broad St	Augusta, GA 30904		Exempt - Public Property	Good	AUGUSTA	0.5
281	036-1-111-00-0	1626 Broad St	Augusta, GA 30904	\$50,390	Residential Lots	Fair	KENNEDY LEVI	0.23
282	036-1-112-00-0	1628 Broad St	Augusta, GA 30904	\$115,290	Residential Lots	Good	WILLIAMS PHILLIP A	0.22
283	036-1-113-00-0	1632 Broad St	Augusta, GA 30904	\$14,345	Residential Lots	Poor	TURN BACK THE BLOCK INCORPORATED	0.31
284	036-1-114-00-0	1634 Broad St	Augusta, GA 30904	\$8,396	Residential Lots	Poor	ORTIZ VALERIE	0.16
285	036-1-115-00-0	1638 Broad St	Augusta, GA 30904	\$37,617	Residential Lots	Poor	INFORMED CONSUMER NETWORKS LLC	0.18
286	036-1-122-00-0	1642 Broad St	Augusta, GA 30904	\$100,800	Commercial Lots	Poor	COLLECTIVE PROPERTIES LLC	0.19
287	036-1-123-00-0	1652 Broad St	Augusta, GA 30904	\$113,400	Commercial Lots	Poor	POWELL JIMMIE L	0.15
288	036-1-124-00-0	1660 Broad St	Augusta, GA 30904	\$118,428	Residential Lots	Fair	KAMATH LLC	0.11
289	036-1-129-00-0	1566 Broad St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA	0.6
290	036-1-132-00-0	1502 Broad St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA	0.03
291	036-1-133-00-0	1514 Broad St	Augusta, GA 30904	\$17,424	Commercial Lots	Fair	TLC PROPERTIES INC	0.2
292	036-1-140-00-0	1522 Broad St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA	0.32
293	036-1-141-00-0	1546 Broad St	Augusta, GA 30904		Exempt - Public Property	Good	AUGUSTA	0.12
294	036-1-142-00-0	1548 Broad St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA	0.37
295	036-1-150-00-0	1494 Broad St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA	0.12
296	036-1-150-01-0	210 A Fifteenth St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA	0.01
297	036-1-170-00-0	1451 Broad St	Augusta, GA 30904	\$126,653	Commercial Lots	Good	ANDREWS PEGGY O	0.69
298	036-1-172-00-0	1693 Broad St	Augusta, GA 30904	\$402,016	Commercial Small Tracts	Poor	AUGUSTA CYBERWORKS 2 LLC	3.38
299	036-1-173-00-0	1661 Broad St	Augusta, GA 30904	\$1,335,390	Industrial Small Tracts	Poor	AUGUSTA CYBERWORKS 2 LLC	8.52
300	036-2-004-00-0	1441 Reynolds St	Augusta, GA 30904	\$248,770	Commercial Lots	Good	HOLLINS CHARLES A	1.09
301	036-2-005-00-0	1437 Reynolds St	Augusta, GA 30904	\$239,499	Commercial Lots	Good	QUERY CHARLES THOMAS	0.81
302	036-2-006-00-0	1401 Reynolds St	Augusta, GA 30904	\$216,216	Commercial Lots	Good	REYNOLDS HOLDING COMPANY LLC	0.85
303	036-2-009-00-0	1369 Reynolds St	Augusta, GA 30904	\$301,549	Commercial Lots	Good	1369 REYNOLDS STREET HOLDINGS LLC	1.01
304	036-2-010-00-0	1355 Reynolds St	Augusta, GA 30904	\$224,342	Commercial Lots	Good	JJMM LLC	0.95
305	036-2-012-00-0	1337 Reynolds St	Augusta, GA 30904	\$260,927	Commercial Lots	Good	PHILLIPS MICHAEL	0.5
306	036-2-013-00-0	1331 Reynolds St	Augusta, GA 30904	\$91,325	Commercial Lots	Good	JACKSON SENIOR LLC	0.29
307	036-2-015-02-0	1312 Market St	Augusta, GA 30904	\$50,530	Commercial Lots	Fair	JACKSON WILLIAM S JR	0.58
308	036-2-017-00-0	1326 Market St	Augusta, GA 30904	\$196,688	Commercial Lots	Good	JACKSON SENIOR LLC	0.4
309	036-2-018-00-0	1330 Market St	Augusta, GA 30904	\$9,600	Residential Lots	Good	JACKSON WILLIAM S JR	0.11
310	036-2-019-00-0	1334 Market St	Augusta, GA 30904	\$16,566	Residential Lots	Fair	JACKSON WILLIAM S JR	0.12
311	036-2-020-00-0	1338 Market St	Augusta, GA 30904	\$9,856	Residential Lots	Poor	JACKSON SENIOR LLC	0.11
312	036-2-021-00-0	1340 Market St	Augusta, GA 30904	\$36,048	Commercial Lots	Poor	PHILLIPS MICHAEL	0.28
313	036-2-025-00-0	1434 Reynolds St	Augusta, GA 30904	\$48,000	Commercial Lots	Good	GARDEN CITY REAL ESTATE LLC	0.17
314	036-2-026-00-0	1432 Reynolds St	Augusta, GA 30904	\$150,400	Commercial Lots	Good	WILLIAMS MARGARET DALE	0.39
315	036-2-030-00-0	1415 Jones St	Augusta, GA 30904	\$144,684	Exempt - Churches	Good	JERUSALEM MISSIONARY BAPTIST CHURCH INC	0.2
316	036-2-031-00-0	1406 Reynolds St	Augusta, GA 30904	\$244,170	Commercial Lots	Good	JHI4 LLC	0.78
317	036-2-032-00-0	1403 Jones St	Augusta, GA 30904	\$7,088	Commercial Lots	Good	JHI4 LLC	0.1
318	036-2-033-00-0	1401 Jones St	Augusta, GA 30904	\$5,864	Commercial Lots	Good	JHI4 LLC	0.1
319	036-2-039-00-0	1375 Jones St	Augusta, GA 30904	\$48,315	Commercial Lots	Good	GRAYBEAL RHONDA S ESTATE OF	0.27
320	036-2-041-00-0	1437 Broad St	Augusta, GA 30904	\$240,076	Commercial Lots	Good	J-MAR BROAD STREET INVESTMENTS LLC	0.69
321	036-3-003-00-0	1427 Broad St	Augusta, GA 30904	\$55,760	Commercial Lots	Good	J-MAR BROAD STREET INVESTMENTS LLC	0.64
322	036-3-006-00-0	1486 Broad St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA	0.07
323	036-3-007-00-0	1484 Broad St	Augusta, GA 30904	\$11,391	Commercial Lots	Fair	1484 LLC	0.05

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1	Parcel Number	Address	City State Zip	Current Value	Property Use	Property Condition	Owner	Total Acres
324	036-3-008-00-0	1482 Broad St	Augusta, GA 30904	\$15,814	Residential Lots	Fair	SHACKLEFORD BRENDA B	0.03
325	036-3-009-00-0	1474 Broad St	Augusta, GA 30904	\$5,228	Commercial Lots	Fair	SHACKLEFORD BRENDA B	0.06
326	036-3-010-00-0	1472 Broad St	Augusta, GA 30904	\$13,479	Commercial Lots	Fair	SHACKLEFORD BRENDA B	0.06
327	036-3-011-00-0	1460 Broad St	Augusta, GA 30904	\$28,572	Commercial Lots	Fair	SHACKLEFORD BRENDA B	0.19
328	036-3-012-00-0	1456 Broad St	Augusta, GA 30904	\$9,800	Commercial Lots	Fair	KENDRICK STEPHEN JR	0.09
329	036-3-013-00-0	1450 Broad St	Augusta, GA 30904	\$9,856	Residential Lots	Fair	KENDRICK ASSET GROUP LLC	0.11
330	036-3-014-00-0	1442 Broad St	Augusta, GA 30904	\$32,234	Commercial Lots	Fair	KENDRICK ASSET GROUP LLC	0.37
331	036-3-018-00-0	209 Fifteenth St	Augusta, GA 30904	\$238,012	Commercial Lots	Good	WSR INVESTMENTS LLC	0.72
332	036-3-019-00-0	210 Fifteenth St	Augusta, GA 30904	\$4,574	Commercial Lots	Fair	SD TIC PROPERTIES LLC	0.07
333	036-3-020-00-0	214 Fifteenth St	Augusta, GA 30904	\$6,560	Residential Lots	Fair	SD TIC PROPERTIES LLC	0.08
334	036-3-021-00-0	218 Fifteenth St	Augusta, GA 30904	\$6,534	Commercial Lots	Good	SD TIC PROPERTIES LLC	0.1
335	036-3-022-00-0	1499 Ellis St	Augusta, GA 30904	\$175,510	Commercial Lots	Good	SD TIC PROPERTIES LLC	0.09
336	036-3-023-00-0	1497 Ellis St	Augusta, GA 30904	\$42,717	Commercial Lots	Good	SD TIC PROPERTIES LLC	0.11
337	036-3-033-00-0	211 Fifteenth St	Augusta, GA 30904	\$28,097	Commercial Lots	Good	WSR INVESTMENTS LLC	0.43
338	036-3-034-00-0	1496 Ellis St	Augusta, GA 30904	\$56,193	Commercial Lots	Fair	CHATTOOGA PARTNERS LLLP	0.86
339	036-3-034-02-0	1490 Ellis St	Augusta, GA 30904	\$470,241	Commercial Lots	Good	ALLTEL COMMUNICATIONS INC	0.86
340	036-3-034-03-0	1473 Greene St	Augusta, GA 30904	\$45,528	Commercial Lots	Good	CHATTOOGA PARTNERS LLLP	0.7
341	036-3-034-04-0	1453 Greene St	Augusta, GA 30904	\$408,868	Commercial Lots	Good	GREENE AT 15TH PARK LLC	0.86
342	036-3-035-00-0	1445 Greene St	Augusta, GA 30904	\$267,645	Commercial Lots	Fair	PITTS WILLIAM C	0.64
343	036-3-037-00-0	1439 Greene St	Augusta, GA 30904	\$247,189	Commercial Lots	Good	MORETZ JOHN D	0.98
344	036-3-092-00-0	1498 Greene St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA	0.13
345	036-3-101-04-0	1450 Greene St	Augusta, GA 30904	\$10,673,467	Commercial Small Tracts	Good	ENTERPRISE MILL LLC	9.66
346	036-3-101-05-0	460 Saint Sebastian Way	Augusta, GA 30904	\$138,086	Commercial Lots	Good	AUGUSTA CAPITAL LLC	1.43
347	036-3-103-00-0	440 Saint Sebastian Way	Augusta, GA 30904	\$35,937	Exempt - Charities	Fair	SALVATION ARMY	0.55
348	036-3-171-00-0	545 Fifteenth St	Augusta, GA 30904	\$60,984	Commercial Lots	Good	RESURGENS PROPERTIES LLC	0.35
349	036-3-172-00-0	535 Fifteenth St	Augusta, GA 30904	\$310,148	Commercial Lots	Good	RESURGENS PROPERTIES LLC	1.78
350	036-3-173-00-0	525 Fifteenth St	Augusta, GA 30904	\$813,162	Commercial Small Tracts	Good	RESURGENS PROPERTIES LLC	8.06
351	036-3-194-00-0	624 Chafee Ave	Augusta, GA 30904	\$294,638	Commercial Lots	Fair	RESURGENS PROPERTIES LLC	1.17
352	036-3-197-00-0	1543 Fenwick St	Augusta, GA 30904	\$11,440	Commercial Lots	Good	RESURGENS PROPERTIES LLC	0.26
353	036-3-198-00-0	1541 Fenwick St	Augusta, GA 30904	\$11,325	Commercial Lots	Good	RESURGENS PROPERTIES LLC	0.26
354	036-3-202-00-0	617 Fifteenth St	Augusta, GA 30904	\$231,769	Commercial Lots	Good	NEWTON EMILY B	0.46
355	036-3-204-00-0	613 Fifteenth St	Augusta, GA 30904	\$440,079	Commercial Lots	Good	SRJ VENTURES INC	0.83
356	036-3-205-00-0	611 Fifteenth St	Augusta, GA 30904	\$187,995	Commercial Lots	Fair	RESURGENS PROPERTIES LLC	0.29
357	036-3-206-00-0	607 Fifteenth St	Augusta, GA 30904	\$47,044	Commercial Lots	Fair	RESURGENS PROPERTIES LLC	0.27
358	036-3-207-01-0	605 Fifteenth St	Augusta, GA 30904	\$74,678	Commercial Lots	Fair	RESURGENS PROPERTIES LLC	0.4
359	036-3-210-00-0	1516 Wall St	Augusta, GA 30904	\$96,395	Commercial Lots	Good	RESURGENS PROPERTIES LLC	1.48
360	036-3-212-01-0	1455 Walton Way	Augusta, GA 30904	\$210,755	Commercial Small Tracts	Good	RESURGENS PROPERTIES LLC	2.73
361	036-3-212-02-0	518 Fifteenth St	Augusta, GA 30904	\$79,358	Exempt - Schools	Good	BOARD OF REGENTS OF THE UNIVERSITY	0.87
362	036-3-212-03-0	601 Old Bailie St	Augusta, GA 30904	\$396,701	Exempt - Schools	Good	BOARD OF REGENTS OF THE UNIVERSITY	1.22
363	036-3-213-01-0	524 Fifteenth St	Augusta, GA 30904	\$869,569	Exempt - Schools	Good	BOARD OF REGENTS OF THE UNIVERSITY	2.58
364	036-3-213-02-0	1499 Walton Way	Augusta, GA 30904	\$4,194,492	Exempt - Schools	Good	BOARD OF REGENTS OF THE UNIVERSITY	7.96
365	036-3-214-00-0	720 Saint Sebastian Way	Augusta, GA 30904	\$575,958	Commercial Lots	Good	SUTHERLAND MILL LLC	0.1
366	036-3-214-00-1	720 Saint Sebastian Way	Augusta, GA 30904	\$15	Commercial Lots	Good	SUTHERLAND MILL LLC	2.52
367	036-3-214-01-0	720 Saint Sebastian Way Ste 120	Augusta, GA 30904	\$1,295,806	Commercial Lots	Good	AYF LLC	0.22
368	036-3-214-02-0	720 Saint Sebastian Way Ste 160	Augusta, GA 30904	\$695,124	Commercial Lots	Good	GARDEN CITY HOLDINGS LLC	0.11
369	036-3-214-03-0	720 Saint Sebastian Way Ste 150	Augusta, GA 30904	\$909,234	Commercial Lots	Good	MCG FOUNDATION INC	0.14

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1	Parcel Number	Address	City State Zip	Current Value	Property Use	Property Condition	Owner	Total Acres
370	036-3-216-00-0	1546 Fenwick St	Augusta, GA 30904	\$7,980	Commercial Lots	Good	RESURGENS PROPERTIES LLC	0.12
371	036-3-219-00-0	1531 Walton Way	Augusta, GA 30904	\$262,208	Commercial Lots	Good	WALTON WAY SBX LLC	0.73
372	036-3-233-01-0	1505 Walton Way	Augusta, GA 30904	\$1,426,301	Commercial Lots	Good	MIDTOWN NATIONAL GROUP LP	1.36
373	036-3-234-00-0	1534 Fenwick St	Augusta, GA 30904	\$8,760	Commercial Lots	Good	RESURGENS PROPERTIES LLC	0.13
374	036-3-235-00-0	1538 Fenwick St	Augusta, GA 30904	\$16,989	Commercial Lots	Good	RESURGENS PROPERTIES LLC	0.26
375	036-3-237-00-0	1542 Fenwick St	Augusta, GA 30904	\$6,014	Residential Lots	Good	RESURGENS PROPERTIES LLC	0.13
376	036-3-238-00-0	1544 Fenwick St	Augusta, GA 30904	\$5,952	Residential Lots	Good	RESURGENS PROPERTIES LLC	0.12
377	036-3-239-00-0	1525 Wall St	Augusta, GA 30904	\$37,462	Commercial Small Tracts	Good	MCGF CENTRAL SQUARE LLC	0.43
378	036-3-240-00-0	1545 Wall St	Augusta, GA 30904	\$7,840	Commercial Lots	Good	MCGF CENTRAL SQUARE LLC	0.09
379	036-3-241-00-0	1461 Ellis St	Augusta, GA 30904	\$508,209	Commercial Lots	Fair	OSBON JULIAN W FAMILY PARTNERSHIP LLLP	1.62
380	036-3-242-00-0	1509 Walton Way	Augusta, GA 30904	\$310,833	Commercial Lots	Good	TROTTER DEVELOPMENT LLC	0.27
381	036-3-244-00-0	609 Old Bailie St	Augusta, GA 30904	\$76,448	Commercial Lots	Good	RESURGENS PROPERTIES LLC	1.17
382	036-3-245-00-0	720 Saint Sebastian Way Ste 201	Augusta, GA 30904	\$2,187,147	Commercial Lots	Good	CANAL MEDICAL PROPERTIES LLC	0.32
383	036-3-246-00-0	720 Saint Sebastian Way Ste 100	Augusta, GA 30904	\$315,705	Commercial Lots	Good	FLYWHEEL LLC	0.06
384	036-3-247-00-0	720 Saint Sebastian Way	Augusta, GA 30904	\$149,427	Commercial Lots	Good	CANAL MEDICAL PROPERTIES LLC	0.03
385	036-3-248-00-0	408 Fifteenth St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA	1.46
386	036-4-002-00-0	1327 Reynolds St	Augusta, GA 30904	\$12,781	Commercial Lots	Good	JACKSON SENIOR LLC	0.11
387	036-4-003-00-0	1325 Reynolds St	Augusta, GA 30904	\$23,786	Commercial Lots	Good	JACKSON SENIOR LLC	0.1
388	036-4-004-00-0	1311 Reynolds St	Augusta, GA 30904	\$5,228	Commercial Lots	Fair	WSJ 1311 LLC	0.06
389	036-4-005-00-0	35 Thirteenth St	Augusta, GA 30904	\$37,496	Commercial Lots	Fair	WSJ 1311 LLC	0.17
390	036-4-038-00-0	1343 Jones St	Augusta, GA 30904	\$31,906	Commercial Lots	Fair	JKSK INVESTMENTS	0.1
391	036-4-044-00-0	1331 Jones St	Augusta, GA 30904	\$56,429	Commercial Lots	Fair	JKSK INVESTMENTS	0.16
392	036-4-046-00-0	101 Thirteenth St	Augusta, GA 30904	\$102,148	Commercial Lots	Good	OMAK LLC	0.06
393	036-4-047-01-0	1307 Jones St	Augusta, GA 30904	\$432,912	Commercial Lots	Good	OMAK LLC	0.43
394	036-4-048-01-0	1326 Reynolds St	Augusta, GA 30904	\$506,167	Commercial Lots	Good	WEINSTEIN JACK W	1.04
395	036-4-049-00-0	1346 Reynolds St	Augusta, GA 30904	\$66,154	Commercial Lots	Good	JKSK INVESTMENTS	0.39
396	036-4-050-00-0	1348 Reynolds St	Augusta, GA 30904	\$318,463	Commercial Lots	Fair	STAFFORD JILL F REV TR	0.74
397	036-4-104-00-0	1409 Broad St	Augusta, GA 30904	\$82,603	Residential Lots	Fair	ADDERSON LORETTA S	0.1
398	036-4-105-00-0	1407 Broad St	Augusta, GA 30904	\$132,693	Residential Lots	Fair	KEY JAMES RAY SR	0.1
399	036-4-106-00-0	1405 Broad St	Augusta, GA 30904	\$9,972	Commercial Lots	Good	JKSK INVESTMENTS	0.1
400	036-4-107-00-0	1403 Broad St	Augusta, GA 30904	\$8,712	Commercial Lots	Good	JKSK INVESTMENTS	0.1
401	036-4-108-00-0	1401 Broad St	Augusta, GA 30904	\$8,712	Commercial Lots	Good	BOARDMAN ALONZO P JR ITEM V TRUST 1% INT	0.1
402	036-4-109-00-0	201 Fourteenth St	Augusta, GA 30904	\$20,800	Commercial Lots	Poor	MAGNOLIA LLC	0.08
403	036-4-110-00-0	1406 Jones St	Augusta, GA 30904	\$5,310	Residential Lots	Poor	CHRISTIAN LEE P	0.06
404	036-4-111-00-0	1408 Jones St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA	0.05
405	036-4-112-00-0	1410 Jones St	Augusta, GA 30904	\$29,620	Commercial Lots	Fair	WEEKS ASHLEY	0.34
406	036-4-113-00-0	1371 Broad St	Augusta, GA 30904	\$67,783	Commercial Lots	Good	BOARDMAN ALONZO P JR ITEM V TRUST 1% INT	0.2
407	036-4-114-00-0	1369 Broad St	Augusta, GA 30904	\$21,939	Commercial Lots	Good	BOARDMAN ALONZO P JR ITEM V TRUST 1% INT	0.19
408	036-4-115-00-0	1365 Broad St	Augusta, GA 30904	\$15,682	Commercial Lots	Good	JKSK INVESTMENTS	0.18
409	036-4-116-00-0	1361 Broad St	Augusta, GA 30904	\$69,607	Commercial Lots	Good	THE KENDRICK GROUP LLC	0.17
410	036-4-117-00-0	1359 Broad St	Augusta, GA 30904	\$19,160	Commercial Lots	Good	MCCRACKEN JAMES STEVEN	0.17
411	036-4-118-00-0	1355 Broad St	Augusta, GA 30904	\$17,469	Commercial Lots	Good	JKSK INVESTMENTS	0.14
412	036-4-119-00-0	1349 Broad St	Augusta, GA 30904	\$27,042	Commercial Lots	Good	JKSK INVESTMENTS	0.25
413	036-4-120-00-0	1343 Broad St	Augusta, GA 30904	\$116,563	Commercial Lots	Good	JKSK INVESTMENTS	0.25
414	036-4-121-00-0	1341 Broad St	Augusta, GA 30904	\$85,421	Commercial Lots	Good	JKSK INVESTMENTS	0.3
415	036-4-122-00-0	1333 Broad St	Augusta, GA 30904	\$114,387	Commercial Lots	Good	JKSK INVESTMENTS	0.41

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1	Parcel Number	Address	City State Zip	Current Value	Property Use	Property Condition	Owner	Total Acres
416	036-4-123-00-0	1331 Broad St	Augusta, GA 30904	\$35,213	Commercial Lots	Good	JKSK INVESTMENTS	0.27
417	036-4-125-00-0	1323 Broad St	Augusta, GA 30904	\$86,603	Commercial Lots	Good	JKSK INVESTMENT CO	0.19
418	036-4-129-01-0	1301 Broad St	Augusta, GA 30904	\$937,752	Commercial Lots	Good	AUGUSTA LUNG REAL ESTATE PARTNERS LLP	1.02
419	036-4-168-00-0	1424 Broad St	Augusta, GA 30904	\$250,002	Commercial Lots	Good	JKSK INVESTMENTS	0.68
420	036-4-169-00-0	1402 Broad St	Augusta, GA 30904	\$258,497	Commercial Lots	Good	JKSK INVESTMENTS	0.98
421	036-4-183-00-0	1301 Ellis St	Augusta, GA 30904	\$16,900	Commercial Lots	Fair	OSBON PARKING LOT L L C	0.12
422	036-4-184-00-0	203 Thirteenth St	Augusta, GA 30904	\$75,586	Commercial Lots	Fair	OSBON PARKING LOT L L C	0.08
423	036-4-185-00-0	1302 Broad St	Augusta, GA 30904	\$97,262	Commercial Lots	Fair	OSBON PARKING LOT L L C	0.17
424	036-4-186-00-0	1308 Broad St	Augusta, GA 30904	\$14,903	Commercial Lots	Fair	OSBON PARKING LOT L L C	0.13
425	036-4-194-00-0	1348 Broad St	Augusta, GA 30904	\$12,078,919	Exempt - Churches	Good	BOARD OF TRUSTEES OF CURTIS BAPTIST CHUR	7.35
426	036-4-194-01-0	1331 Greene St	Augusta, GA 30904	\$19,277	Commercial Lots	Good	KNOX FOUNDATION THE	0.18
427	036-4-252-00-0	1435 Greene St	Augusta, GA 30904	\$115,691	Industrial Lots	Fair	CAVE PROPERTIES LLC	0.28
428	036-4-253-00-0	1433 Greene St	Augusta, GA 30904	\$124,130	Commercial Lots	Fair	JERS LLC	0.19
429	036-4-254-00-0	1431 Greene St	Augusta, GA 30904	\$174,057	Commercial Lots	Good	JERS LLC	0.45
430	036-4-254-01-0	1403 Greene St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA	0.93
431	036-4-261-00-0	1327 Greene St	Augusta, GA 30904	\$19,613	Commercial Lots	Good	KNOX FOUNDATION THE	0.17
432	036-4-263-00-0	1301 Greene St	Augusta, GA 30904	\$3,257,152	Exempt - Charities	Good	KNOX FOUNDATION THE	1.66
433	036-4-263-01-0	1325 Greene St	Augusta, GA 30904	\$680,827	Commercial Lots	Good	KNOX FOUNDATION THE	0.13
434	036-4-335-00-0	1384 Greene St	Augusta, GA 30904	\$1,302,249	Exempt - Charities	Good	SALVATION ARMY	1.73
435	036-4-335-01-0	1313 Walker St	Augusta, GA 30904	\$10	Commercial Lots	Fair	SUTHERLAND MILL CONDOMINIUM ASSOC INC	0.16
436	036-4-338-00-0	515 Thirteenth St	Augusta, GA 30904	\$8,703	Exempt - Hospitals	Good	GA REHABILITATION INST	0.09
437	036-4-339-00-0	513 Thirteenth St	Augusta, GA 30904	\$8,775	Exempt - Hospitals	Good	GA REHABILITATION INST	0.09
438	036-4-340-00-0	505 Thirteenth St	Augusta, GA 30904	\$14,092,726	Commercial Small Tracts	Good	DXE 505 13TH STREET LLC	4.2
439	036-4-341-00-0	503 Thirteenth St	Augusta, GA 30904	\$12,410	Commercial Lots	Good	DXE 505 13TH STREET MM LLC	0.22
440	036-4-349-00-0	1309 Walker St	Augusta, GA 30904	\$1	Utility - operating utility	Fair	CSX TRANSPORTATION INC	0.83
441	036-4-349-01-0	1330 Greene St	Augusta, GA 30904	\$74,487	Commercial Lots	Fair	SIG COX INC	1.14
442	036-4-349-02-0	1374 Greene St	Augusta, GA 30904	\$41,817	Exempt - Charities	Fair	SALVATION ARMY	0.64
443	036-4-349-03-0	1311 Walker St	Augusta, GA 30904	\$382,241	Commercial Lots	Fair	CONTAINER CORPORATION OF	2.03
444	036-4-350-00-0	1255 Telfair St	Augusta, GA 30904	\$111,476	Commercial Lots	Good	PLUMBERS AND STEAMFITTERS LOCAL UNION	0.99
445	036-4-356-00-0	1245 Telfair St	Augusta, GA 30904	\$73,541	Commercial Lots	Good	AUGUSTA JOINT APPRENTICESHIP AND JORNEY	0.27
446	036-4-358-00-0	1205 Telfair St	Augusta, GA 30904	\$184,581	Commercial Lots	Good	TELFAIR PROPERTIES LLC	0.46
447	036-4-363-00-0	1206 Greene St	Augusta, GA 30904	\$169,621	Commercial Lots	Fair	THREE MESA GROUP LLC	0.42
448	036-4-364-00-0	1220 Greene St	Augusta, GA 30904	\$153,830	Commercial Lots	Good	HDN PROPERTIES LLC	0.6
449	036-4-368-01-0	1211 Telfair St	Augusta, GA 30904	\$1,331,940	Exempt - Schools	Good	PLUMBERS & STEAMFITTERS LOCAL UNION	1.6
450	036-4-388-00-0	1370 Reynolds St	Augusta, GA 30904	\$370,658	Commercial Lots	Good	HORTWISE COMMERCIAL PROPERTIES LLC	0.74
451	046-1-005-00-0	1355 Independence Dr	Augusta, GA 30904	\$2,828,224	Commercial Small Tracts	Good	HEALTHSOUTH WALTON REHAB HOSPITAL LLC	4.34
452	046-1-005-00-1	1355 Independence Dr	Augusta, GA 30904	\$6,912,170	Exempt - other	Good	DEVELOPMENT AUTHORITY OF RICHMOND CO	4.34
453	046-1-009-00-0	1324 Independence Dr	Augusta, GA 30904	\$28,290	Commercial Lots	Good	HEALTHSOUTH WALTON REHAB HOSPITAL LLC	0.66
454	046-1-009-00-1	1324 Independence Dr	Augusta, GA 30904	\$138,125	Exempt - other	Good	DEVELOPMENT AUTHORITY OF RICHMOND CO	0.66
455	046-1-010-02-0	1399 Walton Way	Augusta, GA 30904	\$12,800,000	Commercial Small Tracts	Good	AUGUSTA APARTMENTS LLC	2.53
456	046-1-010-03-0	1351 Walton Way	Augusta, GA 30904	\$191,664	Exempt - Schools	Good	RCBOE LAUGHTON B EVANS	0.8
457	046-1-059-00-0	1457 Walton Way	Augusta, GA 30904	\$603,243	Commercial Lots	Good	THREEONE ACQUISITIONS LLC	0.92
458	046-1-060-00-0	1439 Walton Way	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA GEORGIA	0.47
459	046-1-064-00-0	1425 Walton Way	Augusta, GA 30904		Exempt - Public Property	Good	A-RC HOUSING AUTHORITY	3.69
460	046-1-065-00-0	1435 Walton Way	Augusta, GA 30904		Exempt - Public Property	Good	A-RC HOUSING AUTHORITY	1.38
461	046-2-003-00-0	419 Twelfth St	Augusta, GA 30904	\$41,082	Commercial Lots	Good	SMITH JOSEPH E	0.27

	A	B	C	D	E	F	G	H
1	Parcel Number	Address	City State Zip	Current Value	Property Use	Property Condition	Owner	Total Acres
462	046-2-045-00-0	527 Thirteenth St	Augusta, GA 30904	\$126,451	Commercial Lots	Good	JORDAN SUSAN H	0.12
463	046-2-046-00-0	521 Thirteenth St	Augusta, GA 30904	\$94,955	Exempt - Charities	Good	GA REHABILITATION INST	0.08
464	046-2-047-00-0	519 Thirteenth St	Augusta, GA 30904	\$19,908	Exempt - Hospitals	Good	GA REHABILITATION INST	0.07
465	046-2-048-00-0	508 Thirteenth St	Augusta, GA 30904	\$148,477	Exempt - Schools	Good	COUNTY BOARD OF EDUCATION OF RICHMOND C	0.82
466	046-2-051-00-0	1202 Telfair St	Augusta, GA 30904	\$58,894	Exempt - Schools	Fair	COUNTY BOARD OF EDUCATION OF RICHMOND C	0.51
467	046-2-086-00-0	1310 A Walker St	Augusta, GA 30904	\$14,114	Commercial Lots	Fair	AMERICAN CONCRETE INC	0.18
468	046-2-087-00-0	1310 Walker St	Augusta, GA 30904	\$232,846	Commercial Lots	Fair	AMERICAN CONCRETE INC	0.98
469	046-2-090-00-0	610 Thirteenth St	Augusta, GA 30904	\$647,994	Exempt - Hospitals	Good	A-RC HOSPITAL AUTHORITY	1.01
470	046-2-092-00-0	615 Twelfth St	Augusta, GA 30904	\$10,856,978	Exempt - Schools	Good	RICHMOND COUNTY PUBLIC FACILITIES INC	6.61
471	046-2-092-01-0	617 Twelfth St	Augusta, GA 30904		Exempt - Public Property	Good	AUGUSTA	1.87
472	046-2-110-00-0	1320 Independence Dr	Augusta, GA 30904	\$405,499	Exempt - Charities	Fair	DAUGHTERS OF AMER REV	0.63
473	046-2-112-01-0	639 Thirteenth St	Augusta, GA 30904	\$96,690	Commercial Lots	Good	HEALTHSOUTH WALTON REHAB HOSPITAL LLC	2.13
474	046-2-112-01-1	639 Thirteenth St	Augusta, GA 30904	\$459,433	Exempt - other	Good	DEVELOPMENT AUTHORITY OF RICHMOND CO	2.13
475	046-2-113-00-0	630 Thirteenth St	Augusta, GA 30904	\$3,179,817	Commercial Lots	Good	WP I - AUGUSTA, LLC	1.59
476	046-2-114-00-0	1235 Fenwick St	Augusta, GA 30904	\$192,832	Commercial Lots	Poor	IVEY ROBERT M	1.51
477	046-2-114-01-0	621 Twelfth St	Augusta, GA 30904	\$210,038	Commercial Lots	Fair	WILKAT LLC	1.46
478	046-2-116-00-0	641 Thirteenth St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA	0.38
479	046-2-118-00-0	702 Thirteenth St	Augusta, GA 30904	\$285,098	Commercial Lots	Fair	FIRST CITIZENS BANK AND TRUST COMPANY IN	1.19
480	046-2-119-00-0	1235 Walton Way	Augusta, GA 30904	\$72,855	Commercial Lots	Good	HOLDEN JOHN W JR	0.21
481	046-2-120-02-0	1225 Walton Way	Augusta, GA 30904	\$1,525,702	Commercial Small Tracts	Good	MCG HEALTH INC	3
482	046-2-121-00-0	1238 Fenwick St	Augusta, GA 30904	\$111,188	Commercial Lots	Poor	MORETZ JOHN D	0.19



Commission Meeting

May 16, 2023

FY 2023 Metropolitan Planning Organization Annual Complete Streets Funding Contract

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve and execute the FY 2023 Metropolitan Planning Organization (MPO) Annual Complete Streets Funding Contract from the Georgia Department of Transportation (GDOT). (Approved by Public Services Committee May 9, 2023)
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



Public Service Committee Meeting

Meeting Date: May 9, 2023: 1:00 PM

Motion to approve and execute the FY 2023 Metropolitan Planning Organization (MPO) Annual Complete Streets Funding Contract from the Georgia Department of Transportation (GDOT).

Department:	Planning and Development
Presenter:	Carla Delaney or Department Designee
Caption:	FY 2023 Metropolitan Transportation Planning Services Complete Streets Annual Contract
Background:	Starting in FY 2023, GDOT will annually present the MPO with a planning contract that allows for up to an 80% reimbursement of specific costs associated with examining policies, regulations, and multimodal safety improvement strategies that help to integrate complete street elements into the planning and design of future roadway safety improvement projects in the ARTS planning area. At this time a 20% local match is required.
Analysis:	For FY 2024, the GDOT contract allows for reimbursement of up to \$14,324.44 on specific transportation planning activities based on the annual Unified Planning Work Program (UPWP).
Financial Impact:	The \$14,324.44 is a grant that requires a local match of up to \$2,864.89. The cash match was not included in the original 2023 budget as this is a new annual planning grant. Planning and Development have identified the required 20% match (\$2,864.89) funding source in the 5212999 Other Professional Services object code.
Alternatives:	No reimbursement for Complete Streets -related activities
Recommendation:	Approve and execute the contract from GDOT for Complete Streets funds during FY 2023.
Funds are available in the following accounts:	The local match was approved by the administrator's office on March 21, 2023. Will budget in org key 220016309

REVIEWED AND
APPROVED BY:

N/A

Item 11.

**METROPOLITAN TRANSPORTATION PLANNING (MPO)
SERVICES CONTRACT
- 2023**

**AUGUSTA REGIONAL TRANSPORTATION STUDY (ARTS)
SURFACE TRANSPORTATION BLOCK GRANT PROGRAM (STBG)**

**PLANNING (PL) FUNDS
FISCAL YEAR (FY) 2023
COMPLETE STREETS**

**CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER 20.205
FEDERAL-AID PARTICIPATING PROJECT
PI Number 0019299-PLN**

Federal Share 80%	\$11,459.55
<u>Local Match Share 20%</u>	<u>\$2,864.89</u>
Total Contract Cost	\$14,324.44

Agreement By and Between the
GEORGIA DEPARTMENT OF TRANSPORTATION
ONE GEORGIA CENTER, 600 WEST PEACHTREE STREET NW
ATLANTA, GEORGIA 30308
and the
AUGUSTA REGIONAL TRANSPORTATION STUDY

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the **AUGUSTA REGIONAL TRANSPORTATION STUDY**, organized and existing under the laws of the State of Georgia, hereinafter called the "DESIGNATED AGENCY".

WHEREAS, the DEPARTMENT is recognized by the United States Department of Transportation as the agency responsible for cooperative, comprehensive, continuing transportation planning pursuant to the provisions of Fixing America's Surface Transportation Act (FAST Act) of 2015, 23 U. S. C. Section 134, the Federal Transit Act, 49 U.S.C. Section 5303; and relevant amendments and subsequent legislation pertaining thereto; and

WHEREAS, the DEPARTMENT is authorized under O.C.G.A. § 32-2-2(7) to "accept and use federal funds...; and to do all things necessary, proper, or expedient to achieve compliance with the provision and requirements of all applicable federal-aid acts and programs"; and

WHEREAS, the DESIGNATED AGENCY is an approved metropolitan planning organization responsible for carrying out the transportation planning process in its urbanized area in accordance with 23 U.S.C. § 134; and

WHEREAS, the DEPARTMENT desires to participate jointly with the DESIGNATED AGENCY to perform certain services which will consist of providing the DESIGNATED AGENCY with information for the continuing transportation planning process as set forth in **Exhibit D, "Complete Streets, Fiscal Year 2023"** (hereinafter referred to as the "PROJECT").

NOW THEREFORE, for and in consideration of the mutual promises, covenants and contracts contained herein, and other good and valuable consideration as set out hereinafter, it is agreed by and between the DEPARTMENT and the DESIGNATED AGENCY that:

ARTICLE I

SCOPE AND PROCEDURES

The scope and procedure of the PROJECT shall be that stated in the Scope of Work, which is affixed to this Agreement under the label of **Exhibit D**, entitled “**Complete Streets, Fiscal Year 2023**”, the same as if fully set forth herein.

The DESIGNATED AGENCY shall perform or cause to be performed the services to accomplish the PROJECT, the work for which is set forth in the aforementioned **Exhibit D**, “**Complete Streets, Fiscal Year 2023**”.

The DESIGNATED AGENCY shall perform the PROJECT activities, and shall do so under such control and supervision by the DEPARTMENT as the DEPARTMENT may deem appropriate.

The DEPARTMENT shall perform the services incumbent upon it as stated in **Exhibit D**, “**Complete Streets, Fiscal Year 2023**”.

ARTICLE II

EMPLOYMENT OF DEPARTMENT'S PERSONNEL

The DESIGNATED AGENCY shall not employ any person or persons in the employ of the DEPARTMENT for any work required by the terms of this Agreement, without the written permission of the DEPARTMENT except as may otherwise be provided for herein.

ARTICLE III

REVIEW OF WORK

Authorized representatives for the DEPARTMENT and Federal Government may at all reasonable times review and inspect the PROJECT activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the DESIGNATED AGENCY, shall be made available to authorized representatives of the DEPARTMENT and representatives of the Federal Government for inspection and review at all reasonable times. Acceptance shall not relieve the DESIGNATED AGENCY of its professional obligation to correct, at its own expense, any of its errors in the work.

ARTICLE IV AUTHORIZATION AND APPROVAL

TIME IS OF THE ESSENCE TO THIS AGREEMENT. The DESIGNATED AGENCY shall initiate the work called for in the Scope of Work on July 1, 2022. The work outlined therein shall be completed no later than June 30, 2023. The work shall be carried on expeditiously and in accordance with the work schedule as set forth in **Exhibit F, “Schedule”**, attached hereto and incorporated by reference.

ARTICLE V RESPONSIBILITY FOR CLAIMS AND LIABILITY

The DESIGNATED AGENCY shall be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions, or damages of any nature whatsoever resulting from the negligence of the DESIGNATED AGENCY in the performance of work under this Agreement.

ARTICLE VI COMPENSATION

A. Total Cost

1. The DEPARTMENT and the DESIGNATED AGENCY agree that the total estimated allowable cost, as shown in **Exhibit E, Exhibit E, “Funding Source by Task, Federal Fiscal Year 2023”**, attached hereto and incorporated herein by reference, for completion of the PROJECT is **Fourteen Thousand Three Hundred and Twenty-Four Dollars and Forty-Four Cents (\$14,324.44)**. It is agreed that the amount which the DEPARTMENT shall be obligated to pay is Eighty percent (80%) of total cost which represents the Federal Share of the cost of the PROJECT up to **Eleven Thousand Four Hundred and Fifty-Nine Dollars and Fifty-Five Cents (\$11,459.55)**. However, if the sum total of the allowable cost for the PROJECT is less than the total estimated allowable cost, then it is further agreed that the DEPARTMENT shall be obligated to pay only the 80% Federal Share of the allowable cost incurred. In no event shall the DEPARTMENT be obligated to pay more than the maximum Federal Share of **\$11,459.55**. In no event shall the DEPARTMENT be required to pay the Federal Share, if the Federal Share is not provided to the DEPARTMENT by the Federal Highway Administration.

2. The DESIGNATED AGENCY shall be obligated to pay twenty percent (20%) of the total allowable cost, which represents the Local Match rate of the cost of the PROJECT up to **Two Thousand Eight Hundred and Sixty-Four Dollars and Eighty-Nine Cents (\$2,864.89)**. However, if the sum total of the actual allowable cost for the PROJECT is less than the total estimated allowable cost, the DESIGNATED AGENCY shall pay a 20% Local Match rate of the actual allowable cost incurred. In no event shall the DESIGNATED AGENCY be obligated to pay more than the maximum Local Match of the Federal Share (**\$2,864.89**).

B. Allowable Costs

Allowable costs shall include both direct and indirect costs incurred by the DESIGNATED AGENCY, which is provided in **Exhibit E, “Funding Source by Task, Federal Fiscal Year 2023”**, and subject to the maximum limitation prescribed in Subsection A of Article VI and the limitations outlined below:

1. Direct Cost

The DEPARTMENT shall pay to the DESIGNATED AGENCY for the performance of this Agreement an amount equal to such direct costs as are incurred by the DESIGNATED AGENCY and are chargeable to the PROJECT under generally accepted accounting principles and as allowed in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, and not prohibited by the laws of the State of Georgia, including salaries and wages, and the cost of travel, and other miscellaneous direct costs incurred by the DESIGNATED AGENCY. As specified in Article X, the validity of the direct costs may be verified from the cost records of the DESIGNATED AGENCY by authorized representatives of the DEPARTMENT and the Federal Government as the work progresses, and in any event, before final settlement of the DESIGNATED AGENCY’S costs under the terms of this Agreement or amendments hereto.

The cost of any nonexpendable tools, instruments, or equipment used in the execution and performance of the PROJECT shall not be an allowable direct cost when such items are of the nature and kind of tools, instruments or equipment normally and generally used in an office or laboratory, provided however that the cost of data processing equipment shall be an allowable expense when such expenditure complies with the provisions of 2 C.F.R. § 200 (“Uniform Grant Guidance”) and is specifically detailed in **Exhibit D, “Complete Streets,**

Fiscal Year 2023", and **Exhibit E, "Funding Source by Task, Federal Fiscal Year 2023"**, of this Agreement. If at anytime during the duration of the useful life of the PROJECT's data processing equipment the DESIGNATED AGENCY fails to utilize such equipment for the purpose of accomplishing the PROJECT the DEPARTMENT at its discretion may require the DESIGNATED AGENCY to remit to the DEPARTMENT 100% of the DEPARTMENT'S Federal and State Share of the fair market value, if any, of such equipment. For the purpose of this Article, the fair market value shall be deemed to be the value of the equipment as determined by an appraisal conducted as soon as feasible after such withdrawal or misuse occurs or the actual proceeds from the public sale of such equipment, whichever is approved by the DEPARTMENT.

The rate of compensation for work performed on the PROJECT by a professional staff member or employee of the DESIGNATED AGENCY shall not exceed the salary rate that is applicable to said person's other activities for the DESIGNATED AGENCY. Charges for salaries and wages of the individuals will be supported by time and attendance and payroll distribution records. Premiums pay for overtime, extra-pay shifts, and multi-shift work are not reimbursable under this Agreement unless such costs are included in the budget estimate in **Exhibit E, "Funding Source by Task, Federal Fiscal Year 2023"**, or unless such costs have been given prior written approval by the DEPARTMENT.

No expense for travel outside the State of Georgia shall be an allowable direct cost under this Agreement unless such travel is listed in the budget estimate in **Exhibit E, "Funding Source by Task, Federal Fiscal Year 2023"**, or approved in advance by the DEPARTMENT. Staff from the DESIGNATED AGENCY seeking travel approval should submit the details for the requested travel expenses to the DEPARTMENT in advance and must include information on how the travel request will benefit the transportation planning process of the DESIGNATED AGENCY. In addition, all expenses for food, fuel, mileage, and lodging accommodations incurred from travel within or outside of the State of Georgia shall be limited to the currently approved amounts posted on the United States General Services Administration (GSA) website for the corresponding geographic location.

2. Indirect Costs

The DEPARTMENT shall reimburse the DESIGNATED AGENCY for such indirect costs as are properly chargeable to the PROJECT under generally accepted accounting principles and as

allowed in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, and not prohibited by the laws of the State of Georgia. Fringe benefits shall be reimbursed at a provisional overhead rate of **23.92%** of the amount paid as direct salaries and wages to persons employed by the DESIGNATED AGENCY on the PROJECT. Indirect Personnel cost shall be reimbursed at a provisional overhead rate of **86.36%** of the amount paid as direct salaries, wages and fringe benefits to persons employed by the DESIGNATED AGENCY that are chargeable to the PROJECT. Upon completion of the PROJECT, the DEPARTMENT will determine final payment for indirect costs by audit of the DESIGNATED AGENCY’S accounts to establish the actual allowable overhead rate experienced during the period of performance of this Agreement. The DESIGNATED AGENCY understands and agrees that the DEPARTMENT may accept, in lieu of its own audit, a federal audit or an audit by an independent accountant or accounting firm. The audit of an independent accountant or accounting firm shall be made and reported in accordance with audit requirements, 2 CFR Part 200. The DESIGNATED AGENCY shall ensure that the independent accountant or accounting firm shall make available upon request to authorized representatives of the DEPARTMENT all audit work papers pertaining to this AGREEMENT to determine said final payment for indirect costs.

In the event the DESIGNATED AGENCY’S actual allowable overhead rate during the period of this Agreement is less than the provisional overhead rate established herein, the DESIGNATED AGENCY shall reimburse the DEPARTMENT the difference between the indirect cost actually paid and the actual allowable indirect cost as determined by the final audit in accordance with the provisions of this Article.

The DESIGNATED AGENCY further agrees that the decision of the DEPARTMENT in the establishment of the actual allowable overhead rate for final payment of indirect costs shall be final.

The validity of these indirect cost payments may be verified from the indirect cost records of the DESIGNATED AGENCY by authorized representatives of the DEPARTMENT and the Federal Government as the work progresses and in any event before final settlement of the DESIGNATED AGENCY’S costs under this Agreement, or amendments hereto.

ARTICLE VII

SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the services, under this Agreement, the DEPARTMENT materially changes the scope, character, complexity, or duration of the services from those required under the basic Agreement, a supplemental agreement may be executed between the

PI 0019299-PLN
 Augusta Regional Transportation Study
 PL Funds (FY 2023)

parties. Minor changes that do not involve compensation in the Scope and Procedure, extension of the term, or changes in the goals and objectives of the PROJECT may be made by written notification of such change by either party with written approval of the other party.

ARTICLE VIII

PARTIAL PAYMENT

The DESIGNATED AGENCY shall submit to the DEPARTMENT itemized vouchers showing, in reasonable detail, the actual allowable costs per work element, incurred by the DESIGNATED AGENCY on the PROJECT for the voucher period. A summary of the cost breakdown and work progress for each work element shall accompany each voucher. Upon the basis of its review of such vouchers, the DEPARTMENT may, at the request of the DESIGNATED AGENCY, make payment to the DESIGNATED AGENCY as the work progresses but not more often than four times during the fiscal year. The vouchers shall be numbered consecutively and subsequent vouchers shall be submitted every three months, but no later than forty-five (45) days after the end of each quarter, until the PROJECT is completed. Payment shall be made in the amount of sums earned less previous partial payments.

ARTICLE IX

FINAL PAYMENT

IT IS FURTHER AGREED that upon satisfactory completion by the DESIGNATED AGENCY and acceptance by the DEPARTMENT of the work described in Article I of this Agreement, the DESIGNATED AGENCY shall submit to the DEPARTMENT a written submission for final payment not more than forty-five (45) days after the completion date of the project. Upon receipt of any final written submission by the DESIGNATED AGENCY, the DEPARTMENT shall pay the DESIGNATED AGENCY a sum equal to one hundred percent (100%) of the allowable cost set forth herein less the total of all previous partial payments, paid or in the process of payment.

The DESIGNATED AGENCY agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, costs incurred, or otherwise arising out of the Agreement and shall release the DEPARTMENT from any and all further claims of whatever nature, whether known or unknown for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with same.

ARTICLE X

MAINTENANCE OF CONTRACT COST RECORDS

The DESIGNATED AGENCY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECT and shall make material available at all reasonable times during this period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the DEPARTMENT, and the Federal Highway Administration and any reviewing agencies, and copies thereof shall be furnished upon request.

The DESIGNATED AGENCY shall certify that items of equipment included in direct costs have been excluded from the indirect costs.

The DESIGNATED AGENCY agrees that the provisions of this Article shall be included in any contracts it may make with any subcontractor, assignee, or transferee.

ARTICLE XI

SUBCONTRACTS, ASSIGNMENT, OR TRANSFER

It is understood by the parties to this Agreement that the work of the DESIGNATED AGENCY is considered personal by the DEPARTMENT. The DESIGNATED AGENCY agrees not to assign, sublet, or transfer any or all of its interest in the Agreement without prior written approval of the DEPARTMENT and the Federal Highway Administration. The DESIGNATED AGENCY also agrees that all subcontracts shall be subject to the provisions contained in this Agreement. The DESIGNATED AGENCY also agrees that any subcontracts exceeding \$10,000 in cost shall contain all the required provisions of this Agreement. All consultants hired by the DESIGNATED AGENCY shall be on the DEPARTMENT'S pre-qualified consultants list.

ARTICLE XII

USE OF DOCUMENTS

The DESIGNATED AGENCY agrees that all reports, drawings, studies, specifications, estimates, maps, computations, and other data, prepared by or for it under the terms of this Agreement shall be made available to the DEPARTMENT and the Federal Highway Administration at all reasonable times during the period of the Agreement and upon termination or completion of the work. The DEPARTMENT shall have the right to use same without restriction or limitation and without compensation to the DESIGNATED AGENCY other than that provided for in this Agreement.

ARTICLE XIII

TERMINATION

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause, or for any cause, upon 30 days written notice to the DESIGNATED AGENCY, notwithstanding any just claims by the DESIGNATED AGENCY for payment of services rendered prior to the date of termination.

Should the work under this Agreement be terminated by the DEPARTMENT pursuant to this Article, final payment to the DESIGNATED AGENCY shall be made in the amount of sums earned, less previous partial payments. Any work elements that are incomplete by the termination date shall be reimbursed based upon the percentage of work completed for said work element(s).

ARTICLE XIV

PUBLISHED REPORTS

It is agreed that articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Agreement shall not be presented publicly or published without prior written approval by the DEPARTMENT.

It is further agreed that all published reports shall include a disclaimer provision on the cover or title page in the following form:

"The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily reflect the official views or policies of those of the Department of Transportation, State of Georgia, or the Federal Highway Administration. This publication does not constitute a standard, specification, or regulation."

All reports published by the DESIGNATED AGENCY shall contain a credit reference to the Federal Highway Administration such as:

"Prepared in cooperation with the Department of Transportation, State of Georgia, and the Federal Highway Administration."

It is further agreed that any information concerning the PROJECT, its conduct, results or data gathered or processed shall not be released other than as required under the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. Any request directed to the DESIGNATED AGENCY pursuant to the Georgia Open Records Act, for documents or information that are either received or maintained by the DESIGNATED AGENCY in the performance of the work under this Contract, for or on behalf of the DEPARTMENT, shall be released pursuant to the provisions of the Act. Further, the DESIGNATED AGENCY agrees to consult with the DEPARTMENT prior to releasing the requested documents, where required by the DEPARTMENT.

ARTICLE XV COPYRIGHTING

The DESIGNATED AGENCY shall be free to copyright material developed under this Agreement with the provisions that the DEPARTMENT and the Federal Highway Administration reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, the work for government purposes.

ARTICLE XVI COVENANT AGAINST CONTINGENT FEES

The DESIGNATED AGENCY shall comply with all relevant federal, state and local laws. The DESIGNATED AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DESIGNATED AGENCY, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the DESIGNATED AGENCY, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability or, at its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE XVII

CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

ARTICLE XVIII

COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that the provisions of the Official Code of Georgia Annotated (“O.C.G.A.”), Sections 45-10-20 through 45-10-28, relating to conflict of interest, have been complied with in full.
- B. It is further agreed that the DESIGNATED AGENCY shall comply with and shall require its subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964 as amended, and 23 C.F.R. Part 200 as stated in **Appendix A, “Notice of Contractors, Compliance with Title VI of the Civil Rights Act of 1964”**, of this Agreement.
- C. It is further agreed that and certified by the DESIGNATED AGENCY that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency, and is eligible to receive the Federal funding assistance provided for in this Agreement, as provided for in **Appendix B, “Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters”**.
- D. It is further agreed that and certified by the DESIGNATED AGENCY that the provisions of the O.C.G.A §§ 50-24-1 through 50-24-6, relating to the "Drug-Free Workplace Act", have been complied with in full as stated in **Appendix C, “Drug-Free Workplace Certificate”**.
- E. It is further agreed that and certified by the DESIGNATED AGENCY that the provisions of the O.C.G.A § 13-10-91, relating to the “Georgia Security and Immigration Compliance Act” have been complied with in full as stated in **Appendix D, “Georgia Security and Immigration Compliance Act Affidavit”**.
- F. It is further agreed and certified that, pursuant to O.C.G.A § 50-5-85, the DESIGNATED AGENCY is not currently engaged in and agrees that for the duration of this Agreement, it will not engage in a boycott of Israel.
- G. The covenants herein contained, shall except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX

AUDITS OF COST RECORDS

The DEPARTMENT shall have the right to perform an audit of all documents and records pertaining to costs incurred on this PROJECT for a period of three (3) years after the final payment under Article IX is made by the DEPARTMENT to the DESIGNATED AGENCY under this Agreement. If requested, the DESIGNATED AGENCY shall assist in making the result of the audit performed pursuant to 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” available to the DEPARTMENT. To the extent such audit is applicable, the DEPARTMENT, in its sole discretion, may agree to accept the Single Audit in lieu of its audit as herein allowed. Further, the DESIGNATED AGENCY agrees to reimburse the DEPARTMENT for the DEPARTMENT's share of any and all costs disallowed as a result of either the Single Audit or by the audit allowed hereunder by the DEPARTMENT.

ARTICLE XX

INSURANCE

The DESIGNATED AGENCY shall provide insurance under this Agreement as follows:

1. It is understood that the DESIGNATED AGENCY *(complete the applicable statement)*:
 - ☐ shall, obtain coverage from DESIGNATED AGENCY's private insurance company or cause DESIGNATED AGENCY'S consultant/contractor to obtain coverage.
 - OR
 - ☐ is self-insured.

Prior to beginning the work, DESIGNATED AGENCY shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Article XX (Insurance) of the Agreement.

2. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A– by A. M. Best's and registered to do business in the State of Georgia:

- a) Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.
- b) Professional Liability (Errors and Omissions) Insurance with limits of at least:
 - i. For Professionals – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
 - ii. For Sub-consultant Engineers and Architects – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
 - iii. For Other Consultants – \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
 - iv. Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECT.
- A. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement.
- B. The insurance certificate must provide the following:
 - i. Name, address, signature and telephone number of authorized agents.
 - ii. Name and address of insured.
 - iii. Name of Insurance Company.
 - iv. Description of coverage in standard terminology.
 - v. Policy number, policy period and limits of liability.
 - vi. Name and address of DEPARTMENT as certificate holder.
 - vii. Thirty (30) day notice of cancellation.
 - viii. Details of any special policy exclusions.
- C. Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance.
- D. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the

State Authority Liability Trust Fund, the State Employee Broad From Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the “Funds”), in satisfaction of any liability, whether established by judgment or settlement, the DESIGNATED AGENCY and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

In Process

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

**GEORGIA DEPARTMENT OF
TRANSPORTATION**

Augusta Regional Transportation Study

Commissioner

Executive Director

ATTEST:

IN THE PRESENCE OF:

Treasurer

Witness

Signed, Sealed and Delivered

This ____ day of ____, ____
in the presence of:

NOTARY PUBLIC

I attest that the corporate seal attached to this Document is in fact the seal of the Corporation executing this Document does in fact occupy the official position indicated and is duly authorized to execute such document on behalf of this Corporation.

ATTEST:

Federal Employee Tax No.

EXHIBIT A

CERTIFICATION OF DESIGNATED AGENCY

I hereby certify that I am the _____ and duly authorized representative of the **Augusta Regional Transportation Study**, whose address is **535 Telfair Street, Augusta, Suite 300, GA 30901**, and that neither I nor the entity I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above commission to solicit or secure the Agreement.
- (b) Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above commission) any fee, contribution, donation, or consideration of any kind, or in connection with, procuring or carrying out the Agreement; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Georgia Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with the Agreement involving participation of Federal-Aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

(Date)

Signature of Authorized Representative

Type or Print Name

EXHIBIT B
CERTIFICATION OF DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

I hereby certify that I am the COMMISSIONER of the Department of Transportation of the State of Georgia, and that the above **Augusta Regional Transportation Study** in **Exhibit A**, or its representative has not been required, directly, or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished the Federal Highway Administration, U. S. Department of Transportation, in connection with this Agreement involving participation of Federal-Aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

(Date)

Commissioner

EXHIBIT C
Federal Award Identification
Required Elements

In Process

Federal Award Identification:

1. Sub-recipient Name: **AUGUSTA REGIONAL TRANSPORTATION STUDY**
2. Sub-recipient's DUNS Number (Data Universal Numbering System, required under 2 CFR § 200.32): **073438418**
3. Federal Award Identification Number: **0019299**
4. Federal Award Date (2 CFR 200.39, date when the federal award is signed by the federal awarding agency): **06/28/2022**
5. Sub-award Period of Performance start and end date: **July 1st, 2022 - June 30th, 2023**
6. Amount of federal funds obligated by this action: **\$11,459.55**
7. Total amount of the federal funds obligated to sub-recipient: **\$11,459.55**
8. Total Amount of the federal award: **\$11,459.55**
9. Federal Award Project Description (as required under the Federal Funding Accountability and Transparency Act): **Complete Streets for Augusta Regional Transportation Study - FY 2023**
10. Name of Federal Awarding Agency: Federal Highway Administration, Pass through entity: Georgia Department of Transportation's Office of Planning, contact information for the awarding official: FHWA Georgia Division, 61 Forsyth Street, Suite 17T100., Atlanta, GA 30303
11. CFDA Number and Name: **20.205**
12. Is this a Research and Development Project? **NO**
13. Indirect cost rate if used (2C.F.R. § 200.414): **86.36%**

EXHIBIT D

Complete Streets Fiscal Year 2023

In Process

TASK 4.6 - COMPLETE STREETS

Purpose: To incorporate complete street planning activities into the ARTS transportation planning process.

This work element will be used to focus on examining policies, regulations, and multimodal safety improvement strategies that help to integrate complete street elements into the planning and design of future roadway safety improvement projects in the ARTS planning area. The goal of this work element is to promote the practice of complete street elements in the design, construction, and operation of safe roads to increase safety and accessible options for travelers of all ages and abilities who use the street network in the ARTS MPO area.

Previous Work:

1. ARTS Staff continued work on monitoring current complete street policies and regulations.
2. The ARTS MPO produced a technical report, which explored the fundamentals of Complete Streets Policies, and the importance of how to complete street guidelines to support multimodal transportation planning for cities across the U.S.

FY 2023 Work Activities and Schedule:

ACTIVITIES	EXPEXED COMPLETION DATE
1. Monitor developments related to federal Complete Street Policies and Regulations	Ongoing
2. Attend Complete Street policy training workshops and webinars	Ongoing
3. Performance-Based Project Evaluation- collect and analyze traffic safety data of pedestrian and bicycle safety improvement projects included in the ARTS MPO current Metropolitan Transportation Plan (MTP) and TIP to assess safety improvements	Ongoing
4. Collect and analyze traffic crash reports (vehicle, bike, and pedestrian) and traffic safety conflicts for non-motorized users at arterial roadways	Ongoing
5. GIS Map Audit of existing bike infrastructure	Ongoing
6. Collect and analyze data on the number of transit stops accessible to sidewalks/ curb ramps	Ongoing
7. Review transit system automated passenger count data report of annual passenger boarding and alight counts at existing fixed-route transit stop service areas	Ongoing
8. Development of a Complete Streets prioritization plan that identifies a specific list of Complete Streets projects to improve the safety, mobility, or accessibility of a street;	As needed

Work Schedule: July 1, 2022 –June 30, 2023

FUNDING SOURCE	APDD	TOTALS
FHWA (GA SA PL Y410 Funding)	\$11,459.55	\$11,459.55
APDD (GA PL Match)	\$2,864.89	\$2,864.89
TOTAL	\$14,324.44	\$14,324.44

EXHIBIT E

BUDGET ESTIMATE

FISCAL YEAR 2023

In Process

TASK 4.6 - COMPLETE STREETS

Purpose: To incorporate complete street planning activities into the ARTS transportation planning process.

This work element will be used to focus on examining policies, regulations, and multimodal safety improvement strategies that help to integrate complete street elements into the planning and design of future roadway safety improvement projects in the ARTS planning area. The goal of this work element is to promote the practice of complete street elements in the design, construction, and operation of safe roads to increase safety and accessible options for travelers of all ages and abilities who use the street network in the ARTS MPO area.

Previous Work:

1. ARTS Staff continued work on monitoring current complete street policies and regulations.
2. The ARTS MPO produced a technical report, which explored the fundamentals of Complete Streets Policies, and the importance of how to complete street guidelines to support multimodal transportation planning for cities across the U.S.

FY 2023 Work Activities and Schedule:

ACTIVITIES	EXPEXED COMPLETION DATE
1. Monitor developments related to federal Complete Street Policies and Regulations	Ongoing
2. Attend Complete Street policy training workshops and webinars	Ongoing
3. Performance-Based Project Evaluation- collect and analyze traffic safety data of pedestrian and bicycle safety improvement projects included in the ARTS MPO current Metropolitan Transportation Plan (MTP) and TIP to assess safety improvements	Ongoing
4. Collect and analyze traffic crash reports (vehicle, bike, and pedestrian) and traffic safety conflicts for non-motorized users at arterial roadways	Ongoing
5. GIS Map Audit of existing bike infrastructure	Ongoing
6. Collect and analyze data on the number of transit stops accessible to sidewalks/ curb ramps	Ongoing
7. Review transit system automated passenger count data report of annual passenger boarding and alight counts at existing fixed-route transit stop service areas	Ongoing
8. Development of a Complete Streets prioritization plan that identifies a specific list of Complete Streets projects to improve the safety, mobility, or accessibility of a street;	As needed

Work Schedule: July 1, 2022 –June 30, 2023

FUNDING SOURCE	APDD	TOTALS
FHWA (GA SA PL Y410 Funding)	\$11,459.55	\$11,459.55
APDD (GA PL Match)	\$2,864.89	\$2,864.89
TOTAL	\$14,324.44	\$14,324.44

EXHIBIT F

SCHEDULE

FISCAL YEAR 2023

In Process

TASK 4.6 - COMPLETE STREETS

Purpose: To incorporate complete street planning activities into the ARTS transportation planning process.

This work element will be used to focus on examining policies, regulations, and multimodal safety improvement strategies that help to integrate complete street elements into the planning and design of future roadway safety improvement projects in the ARTS planning area. The goal of this work element is to promote the practice of complete street elements in the design, construction, and operation of safe roads to increase safety and accessible options for travelers of all ages and abilities who use the street network in the ARTS MPO area.

Previous Work:

1. ARTS Staff continued work on monitoring current complete street policies and regulations.
2. The ARTS MPO produced a technical report, which explored the fundamentals of Complete Streets Policies, and the importance of how to complete street guidelines to support multimodal transportation planning for cities across the U.S.

FY 2023 Work Activities and Schedule:

ACTIVITIES	EXPEXED COMPLETION DATE
1. Monitor developments related to federal Complete Street Policies and Regulations	Ongoing
2. Attend Complete Street policy training workshops and webinars	Ongoing
3. Performance-Based Project Evaluation- collect and analyze traffic safety data of pedestrian and bicycle safety improvement projects included in the ARTS MPO current Metropolitan Transportation Plan (MTP) and TIP to assess safety improvements	Ongoing
4. Collect and analyze traffic crash reports (vehicle, bike, and pedestrian) and traffic safety conflicts for non-motorized users at arterial roadways	Ongoing
5. GIS Map Audit of existing bike infrastructure	Ongoing
6. Collect and analyze data on the number of transit stops accessible to sidewalks/ curb ramps	Ongoing
7. Review transit system automated passenger count data report of annual passenger boarding and alight counts at existing fixed-route transit stop service areas	Ongoing
8. Development of a Complete Streets prioritization plan that identifies a specific list of Complete Streets projects to improve the safety, mobility, or accessibility of a street;	As needed

Work Schedule: July 1, 2022 –June 30, 2023

FUNDING SOURCE	APDD	TOTALS
FHWA (GA SA PL Y410 Funding)	\$11,459.55	\$11,459.55
APDD (GA PL Match)	\$2,864.89	\$2,864.89
TOTAL	\$14,324.44	\$14,324.44

**APPENDIX A
NOTICE OF CONTRACTORS
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACTS OF 1964
AS AMENDED BY THE CIVIL RIGHTS RESTORATION ACT OF 1987
FOR FEDERAL-AID CONTRACTS**

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(1) **Compliance with Regulations:** The Contractor will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it after award and prior to completion of contract work, will not discriminate on the ground of race, color, national origin or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 200 (b).

(3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.

(4) **Information and Reports:** The Contractor will provide all information and reports required by the Regulations, to permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the DEPARTMENT, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the DEPARTMENT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,

- (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The Contractor will include the provision of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CERTIFICATION FOR STATE REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

The **AUGUSTA REGIONAL TRANSPORTATION STUDY**, as an Applicant for a Federal PL Fund grant or cooperative agreement, certifies to the best of its knowledge and belief, that its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (2) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

Where the State is unable to certify to any of the statements in this certification with respect to its principals, the State shall attach an explanation to this proposal.

THE AUGUSTA REGIONAL TRANSPORTATION STUDY CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEC. ARE APPLICABLE THERETO.

Authorized Official

Executive Director

Date

APPENDIX C

CERTIFICATION OF CONSULTANT

DRUG-FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of **AUGUSTA REGIONAL TRANSPORTATION STUDY**, whose address **535 TELFAIR STREET, SUITE 300, AUGUSTA, GA 30901** and it is also certified that:

(1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Work Place Act", have been complied with in full; and

(2) A drug-free workplace will be provided for the consultant's employees during the performance of the contract; and

(3) Each subcontractor, if any, hired by the DESIGNATED AGENCY shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The DESIGNATED AGENCY shall secure from that subcontractor the following written certification:

"As part of the subcontracting agreement with the **AUGUSTA REGIONAL TRANSPORTATION STUDY** certifies that a drug free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3", and

(4) It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date

Executive Director

APPENDIX D--GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: AUGUSTA REGIONAL TRANSPORTATION STUDY

Contract No. and Name: 0019299-PLN IGDPL2300140

ARTS Y410 Contract FY 2023

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

E-Verify / Company Identification Number

Signature of Authorized Officer or Agent

Date of Authorization

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20__

[NOTARY SEAL]

PI 0019299-PLN
Augusta Regional Transportation Study
PL Funds (FY 2023)

Page 27 of 28
Revised 6/7/2019

Notary Public

My Commission Expires: _____

In Process

Certificate Of Completion

Envelope Id: 0531704A4A204C678DF0DA258AD39FDC

Status: Sent

Subject: 48400-415-IGDPL2300140/AUGUSTA-RICHMOND COUNTY GOVERNMENT

Source Envelope:

Document Pages: 31

Signatures: 0

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:

GDOT DocuSign Admin

600 W Peachtree St, NW

Atlanta, GA 30308

gdot_contracts@dot.ga.gov

IP Address: 143.100.53.12

Record Tracking

Status: Original

Holder: GDOT DocuSign Admin

Location: DocuSign

2/20/2023 1:24:17 PM

gdot_contracts@dot.ga.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Georgia Department of Transportation

Location: DocuSign

Signer Events**Signature****Timestamp**

Carla Delaney

Sent: 3/20/2023 12:19:11 PM

cdelaney@augustaga.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 3/1/2023 9:03:34 AM

ID: 96dec00b-9a41-4d92-a8e0-af8fa4016905

Garnett Johnson

garnett.johnson@augustaga.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 3/17/2023 9:03:42 AM

ID: 9acd98ff-fcf3-423d-a1d6-4c793cc3c876

Wayne Brown

wbrown@augustaga.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 5/11/2020 11:40:36 AM

ID: bd879155-e447-42c5-b34c-26fb352fec76

Lena Bonner

lbonner@augustaga.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 11/16/2016 10:53:30 AM

ID: 8027d7e4-b0a6-4dc6-93d4-e93b5c5df8ee

Nancy Morawski

nmorawski@augustaga.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 11/20/2018 10:32:50 AM

ID: 3bdafb1a-2879-40b4-b135-31cdc86d7de5

Signer Events	Signature	Timestamp	Item 11.
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Russell R McMurry
catscommissioner@dot.ga.gov
Security Level: In Session
Electronic Record and Signature Disclosure:
Accepted: 7/26/2021 12:44:29 PM
ID: 300af4e1-68da-47c5-887e-c649aaedd680

Angela O. Whitworth
catstreasurerattest@dot.ga.gov
Security Level: In Session
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Mariah Harris

mharris2@augustaga.gov

Security Level: Email, Account Authentication (None)

VIEWED

Using IP Address: 184.95.149.120

Sent: 2/20/2023 1:33:53 PM

Viewed: 3/20/2023 12:19:10 PM

Electronic Record and Signature Disclosure:
Accepted: 3/20/2023 12:19:10 PM
ID: dd5c1039-7779-405b-ac37-4bdf4f8a5535

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

Hashed/Encrypted

2/20/2023 1:33:53 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Georgia Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Georgia Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: gdot_contracts@dot.ga.gov

To advise Georgia Department of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at gdot_contracts@dot.ga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Georgia Department of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Georgia Department of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Georgia Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Georgia Department of Transportation during the course of my relationship with you.

AUGUSTA, GEORGIA
New Grant Proposal/Application

Item 11.

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

PR000436 PLANNING FY 2023 COMPLETE STREETS GRANT (STBG)

This is a new continuing grant to be used to focus on examining policies, regulations, and multimodal safety improvement strategies that help to integrate complete street elements into the planning and design of future roadway safety improvement projects in the ARTS planning area. The goal is to promote the practice of complete street elements in the design, construction, and operation of safe roads to increase safety and accessible options for travelers of all ages and abilities who use the street network in the ARTS MPO area. The Bipartisan Infrastructure Law (BIL) requires each MPO to use at least 2.5% of its PL funds (and each State to use 2.5% of its State Planning and Research funding under 23 U.S.C. 505) on specified planning activities to increase safe and accessible options for multiple travel modes for people of all ages and abilities. [§ 11206(b)].

Cash match (Y/N): Yes 20%. The cash match was not included in the original 2023 budget as this is a new annual planning grant. Planning and Development have identified the required 20% match (\$2,864.89) funding source in the 5212999 Other Professional Services object code.

EEO required (Y/N): No EEO Department Notified: No

Start Date: 04/01/2023

End Date: 06/30/2023

Submit Date: 03/20/2023

Department: 074

Planning and Zoning

Cash Match?

Y

Total Budgeted Amount: 14,324.44

Total Funding Agency:

11,459.55

Total Cash Match:

2,864.89

Sponsor: GM0013

US DOT

Sponsor Type: PT

Pass thru Federal

Purpose: 24

ARTS -MPO

Flow Thru ID:

Type	ID	Name	Contacts	Phone
I	GMI023	Harris, Mariah		(706)821-1810

Type	By	Date
FA	C. DELANEY	03/21/2023

Approvals

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

User: MH91649 - Mariah Harris

Page

Report: GM1000_PROPOSAL - GM1000: Grants Management: 1

Current Date: 03/20/2023

Current Time: 17:38:11

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Unified Planning Work Program

FY 2023

Prepared By:
Augusta Planning & Development Department
Carla Delaney, Director



In Cooperation With:
Aiken County, Edgefield County, and Columbia County
Federal Transit Administration
Federal Highway Administration
Georgia Department of Transportation
South Carolina Department of Transportation

Adopted March 3, 2022
Amended June 9, 2022

TASK 4.6 - COMPLETE STREETS

Purpose: To incorporate complete street planning activities into the ARTS transportation planning process.

This work element will be used to focus on examining policies, regulations, and multimodal safety improvement strategies that help to integrate complete street elements into the planning and design of future roadway safety improvement projects in the ARTS planning area. The goal of this work element is to promote the practice of complete street elements in the design, construction, and operation of safe roads to increase safety and accessible options for travelers of all ages and abilities who use the street network in the ARTS MPO area.

Previous Work:

1. ARTS Staff continued work on monitoring current complete street policies and regulations.
2. The ARTS MPO produced a technical report, which explored the fundamentals of Complete Streets Policies, and the importance of how to complete street guidelines to support multimodal transportation planning for cities across the U.S.

FY 2023 Work Activities and Schedule:

ACTIVITES	EXPEXED COMPLETION DATE
1. Monitor developments related to federal Complete Street Policies and Regulations	Ongoing
2. Attend Complete Street policy training workshops and webinars	Ongoing
3. Performance-Based Project Evaluation- collect and analyze traffic safety data of pedestrian and bicycle safety improvement projects included in the ARTS MPO current Metropolitan Transportation Plan (MTP) and TIP to assess safety improvements	Ongoing
4. Collect and analyze traffic crash reports (vehicle, bike, and pedestrian) and traffic safety conflicts for non-motorized users at arterial roadways	Ongoing
5. GIS Map Audit of existing bike infrastructure	Ongoing
6. Collect and analyze data on the number of transit stops accessible to sidewalks/ curb ramps	Ongoing
7. Review transit system automated passenger count data report of annual passenger boarding and alight counts at existing fixed-route transit stop service areas	Ongoing
8. Development of a Complete Streets prioritization plan that identifies a specific list of Complete Streets projects to improve the safety, mobility, or accessibility of a street;	As needed

Work Schedule: July 1, 2022 –June 30, 2023

FUNDING SOURCE	APDD	TOTALS
FHWA (GA SA PL Y410 Funding)	\$11,459.55	\$11,459.55
APDD (GA PL Match)	\$2,864.89	\$2,864.89
TOTAL	\$14,324.44	\$14,324.44

FY 2023 UPWP BUDGET

Figure 3 - FY 2023 UPWP Budget

FIGURE 3 ARTS FY 2023 UPWP WORK ELEMENTS BY FUNDING SOURCE Revised 06/09/2022		AUGUSTA PLANNING & DEVELOPMENT DEPARTMENT							AIKEN COUNTY PLANNING & DEVELOPMENT		LOWER SAVANNAH COUNCIL OF GOVERNMENTS		NORTH AUGUSTA PLANNING & DEVELOPMENT		TOTAL	
		FHWA GA PL	APDD MATCH	FHWA SC PL	ACPDD MATCH	FTA SEC 5303 FUNDS	SEC 5303 GA STATE MATCH	SEC 5303 APDD MATCH	FHWA SC PL	ACPDD MATCH	FTA SEC 5303 SC PL	SEC 5303 LSCOG MATCH	FHWA SC PL	NAPDD MATCH		
1.1	Program Coordination/Administration	\$52,000.00	\$13,000.00	\$6,000.00	\$1,500.00	\$ -	\$ -	\$ -	\$ -	\$45,000.00	\$11,250.00	\$ -	\$ -	\$ -	\$ -	\$128,750.00
1.2	Training/Employee Education	\$32,000.00	\$8,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$6,000.00	\$1,500.00	\$ -	\$ -	\$ -	\$ -	\$47,500.00
1.3	UPWP	\$18,400.00	\$4,600.00	\$800.00	\$200.00	\$ -	\$ -	\$ -	\$ -	\$2,000.00	\$500.00	\$ -	\$ -	\$ -	\$ -	\$26,500.00
Subtotal: Program Administration		\$102,400.00	\$25,600.00	\$6,800.00	\$1,700.00	\$ -	\$ -	\$ -	\$ -	\$53,000.00	\$13,250.00	\$ -	\$ -	\$ -	\$ -	\$202,750.00
2.1	Community Outreach / Education	\$26,400.00	\$6,600.00	\$2,000.00	\$500.00	\$ -	\$ -	\$ -	\$ -	\$5,000.00	\$1,250.00	\$ -	\$ -	\$ -	\$ -	\$41,750.00
Subtotal: Public Involvement		\$26,400.00	\$6,600.00	\$2,000.00	\$500.00	\$ -	\$ -	\$ -	\$ -	\$5,000.00	\$1,250.00	\$ -	\$ -	\$ -	\$ -	\$41,750.00
3.1	Environmental Justice & Socioeconomic Data	\$16,000.00	\$4,000.00	\$1,200.00	\$300.00	\$ -	\$ -	\$ -	\$ -	\$2,400.00	\$600.00	\$ -	\$ -	\$ -	\$ -	\$24,500.00
3.2	Land Use Monitoring	\$14,400.00	\$3,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$5,200.00	\$1,300.00	\$ -	\$ -	\$ -	\$ -	\$24,500.00
3.3	Transportation Surveys, Models & Analysis	\$17,600.00	\$4,400.00	\$400.00	\$100.00	\$ -	\$ -	\$ -	\$ -	\$2,400.00	\$600.00	\$ -	\$ -	\$ -	\$ -	\$25,500.00
3.4	Environmental Justice / Title VI	\$16,000.00	\$4,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$2,400.00	\$600.00	\$ -	\$ -	\$ -	\$ -	\$23,000.00
3.5	GIS Development & Applications	\$28,000.00	\$7,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$40,000.00	\$10,000.00	\$ -	\$ -	\$ -	\$ -	\$85,000.00
Subtotal: Data Collection/ Analysis		\$92,000.00	\$23,000.00	\$1,600.00	\$400.00	\$ -	\$ -	\$ -	\$ -	\$52,400.00	\$13,100.00	\$ -	\$ -	\$ -	\$ -	\$182,500.00
4.1	Metropolitan Transportation Plan	\$14,400.00	\$3,600.00	\$800.00	\$200.00	\$ -	\$ -	\$ -	\$ -	\$4,800.00	\$1,200.00	\$ -	\$ -	\$ -	\$ -	\$25,000.00
4.2	Congestion Management	\$16,000.00	\$4,000.00	\$800.00	\$200.00	\$ -	\$ -	\$ -	\$ -	\$3,200.00	\$800.00	\$ -	\$ -	\$ -	\$ -	\$25,000.00
4.3	Intermodal Planning	\$44,358.82	\$11,089.70	\$400.00	\$100.00	\$ -	\$ -	\$ -	\$ -	\$3,200.00	\$800.00	\$ -	\$ -	\$ -	\$ -	\$59,948.52
4.4	Air Quality Issues	\$18,400.00	\$4,600.00	\$1,600.00	\$400.00	\$ -	\$ -	\$ -	\$ -	\$3,600.00	\$900.00	\$ -	\$ -	\$ -	\$ -	\$29,500.00
4.5	Bike and Pedestrian Plan Update	\$40,000.00	\$10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$50,000.00
4.6	Complete Streets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00
Subtotal: Transportation System Planning		\$133,158.82	\$33,289.70	\$3,600.00	\$900.00	\$ -	\$ -	\$ -	\$ -	\$14,800.00	\$3,700.00	\$ -	\$ -	\$ -	\$ -	\$189,448.52
4.7.1	Georgia Avenue Traffic Calming and Pedestrian Access	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$40,000.00	\$10,000.00	\$50,000.00
4.7.2	North Augusta Unified Transportation Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$80,000.00	\$20,000.00	\$100,000.00
4.7.3	Transportation Hub Accessibility and Land Travel Patterns	\$36,000.00	\$9,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$45,000.00
4.7.4	US1 Corridor Pedestrian Fatalities Analysis	\$36,000.00	\$9,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$45,000.00
4.7.5	Bettis Academy Road Feasibility Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$160,000.00	\$40,000.00	\$ -	\$ -	\$ -	\$ -	\$200,000.00
4.7.6	Whiskey Road Feasibility Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$100,000.00	\$25,000.00	\$ -	\$ -	\$ -	\$ -	\$125,000.00
4.7.7	Aiken County Urbanized Area Bicycle Pedestrian Plan Update	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$160,000.00	\$40,000.00	\$ -	\$ -	\$ -	\$ -	\$200,000.00
4.7.8	Five Notch Corridor Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$80,000.00	\$20,000.00	\$100,000.00
4.7.9	US 278/5th Street Intersection and Gateway Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$40,000.00	\$10,000.00	\$50,000.00
4.7.10	US 278/Martintown Road/Buena Vista Boulevard Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$40,000.00	\$40,000.00	\$80,000.00
4.7.11	SC 118 Intersection Analysis	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$80,000.00	\$20,000.00	\$ -	\$ -	\$ -	\$ -	\$100,000.00
Subtotal: Special Transportation Studies		\$72,000.00	\$18,000.00	\$0.00	\$0.00	\$ -	\$ -	\$ -	\$ -	\$500,000.00	\$125,000.00	\$ -	\$ -	\$280,000.00	\$100,000.00	\$1,095,000.00
5.1	Program Support and Administration	\$ -	\$ -	\$ -	\$ -	\$33,089.00	\$4,136.13	\$4,136.13	\$ -	\$ -	\$26,040.00	\$6,510.00	\$ -	\$ -	\$ -	\$73,911.25
5.2	Long-Range Transportation Planning	\$ -	\$ -	\$ -	\$ -	\$48,800.00	\$6,100.00	\$6,100.00	\$ -	\$ -	\$2,000.00	\$500.00	\$ -	\$ -	\$ -	\$63,500.00
5.3	Short -Range Transportation Planning	\$ -	\$ -	\$ -	\$ -	\$36,000.00	\$4,500.00	\$4,500.00	\$ -	\$ -	\$15,960.00	\$3,990.00	\$ -	\$ -	\$ -	\$64,950.00
5.4	Transportation Improvement Program	\$ -	\$ -	\$ -	\$ -	\$33,600.00	\$4,200.00	\$4,200.00	\$ -	\$ -	\$4,000.00	\$1,000.00	\$ -	\$ -	\$ -	\$47,000.00
Subtotal: Public Transit/Paratransit		\$ -	\$ -	\$ -	\$ -	\$151,489.00	\$18,936.13	\$18,936.13	\$ -	\$ -	\$48,000.00	\$12,000.00	\$ -	\$ -	\$ -	\$249,361.25
6.1	Performance Based Planning	\$20,000.00	\$5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$9,600.00	\$2,400.00	\$ -	\$ -	\$ -	\$ -	\$37,000.00
Subtotal: Performance Based Planning		\$20,000.00	\$5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$9,600.00	\$2,400.00	\$ -	\$ -	\$ -	\$ -	\$37,000.00
7.1	Transportation Improvement Program	\$16,000.00	\$4,000.00	\$1,600.00	\$400.00	\$ -	\$ -	\$ -	\$ -	\$5,200.00	\$1,300.00	\$ -	\$ -	\$ -	\$ -	\$28,500.00
Subtotal: Transportation Improvement Program		\$16,000.00	\$4,000.00	\$1,600.00	\$400.00	\$ -	\$ -	\$ -	\$ -	\$5,200.00	\$1,300.00	\$ -	\$ -	\$ -	\$ -	\$28,500.00
SUBTOTAL: FY 2023 MPO PL & Local Match		\$461,958.82	\$115,489.70	\$15,600.00	\$3,900.00	\$151,489.00	\$18,936.13	\$18,936.13	\$640,000.00	\$160,000.00	\$48,000.00	\$12,000.00	\$280,000.00	\$100,000.00	\$2,026,309.77	
4.3	GAMPO 2022 Freight Plan Update (Pending Gampo Approval)	\$240,000.00	\$60,000.00													\$300,000.00
4.5	GAMPO PL 0018099-PLN 2022 Bike and Pedestrian Plan	\$240,000.00	\$60,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$300,000.00
4.6	Y410 FUNDING - Complete Streets Funding (Pending Supplemental Agreement)	\$11,459.55	\$2,864.89													\$14,324.44
SUBTOTAL: FY 2023 GAMPO PL & Local Match		\$491,459.55	\$122,864.89	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$614,324.44
GRAND TOTAL: FY 2023 MPO PL & Local Match w/ FY 2023 GAMPO PL & Local Match		\$953,418.37	\$238,354.59	\$15,600.00	\$3,900.00	\$151,489.00	\$18,936.13	\$18,936.13	\$640,000.00	\$160,000.00	\$48,000.00	\$12,000.00	\$280,000.00	\$100,000.00	\$2,041,211.21	



Commission Meeting

May 16, 2023

Runway 17/35 – Cleaning, Painting and Reflective Beads

Department:	Augusta Regional Airport
Presenter:	Herbert Judon
Caption:	Motion to approve HI-LITE Airfield Services quote in the amount \$149,760.50 for hydro-blasting and repainting all Runway 17/35 Markings at Augusta Regional Airport. Approved by the Augusta Aviation Commission on April 27, 2023. (Approved by Public Services Committee May 9, 2023)
Background:	<p>Approximately every five (5) years cleaning, painting, and centerline reflective beading are integral part of the runway & taxiway pavement maintenance program. In addition, the standards associated with Airfield Maintenance having a scheduled program is part of the Airport's Federal Aviation Administration (FAA) Part 139 (Safety) standards and requirements. The Augusta Regional Airport is scheduled for its next FAA Certification Inspection in August 2023.</p> <p>The scope of this work for Runway 17/35 includes mobilization, hydro cleaning and repainting approximately 159,561 square feet of runway concrete surface.</p>
Analysis:	<p>In years past, there were three (3) reputable companies that Airport Maintenance used that specialized in Runway(s)/Taxiway(s)/Airfield Markings. These included Remac Inc, HI-LITE Airfield Services and Peek Pavement Markings. Several years ago Peek Pavement Markings announced that Airfield Pavement services were no longer available.</p> <p>The Airport solicited quotes from both Remac Inc, and HI-LITE Airfield services. Remac Inc is unable to provide the services needed due to staffing issues. As a result, we recommend HI-LITE Airfield Services.</p>
Financial Impact:	This project will be funded with Airport Maintenance funds/budget.
Alternatives:	To deny.
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on April 27, 2023.
Funds are available in the following accounts:	551081113-5319160
<u>REVIEWED AND APPROVED BY:</u>	N/A



Proposal

Attn:
Project County: Richmond
City/State: Augusta, GA

Bid Date: 04/17/23
Proposal #: 22-17035-P-REV 1
Project Reference: Rubber Removal, Clean & Repaint RWY 17-35
Completion Date: 07/14/23
Phone:
Fax:

Item#	Description	Qty	Unit	\$ / Unit	Price
1	Mobilization	1	Ea	\$ 6,500.00	\$ 6,500.00
2	Rubber Removal	12,610	SF	\$ 0.15	\$ 1,891.50
3	Pavement Marking Cleaning	145,610	SF	\$ 0.15	\$ 21,841.50
4	White Pavement Marking w/type III reflective media	127,320	SF	\$ 0.75	\$ 95,490.00
5	Yellow Pavement Marking w/type III reflective media	690	SF	\$ 2.00	\$ 1,380.00
6	Black Pavement Markings	30,210	SF	\$ 0.75	\$ 22,657.50
Total:					\$ 149,760.50

Project Description:
 Augusta Regional Airport
 Rubber Removal, Clean, and Restripe Runway 17-35

Remarks:
 Airport to Provide Maintenance and Protection of Traffic
 Airport to Provide Adequate On-Site Water Supply
 Airport to Provide Disposal of Solid and Liquid Waste
 *** Price Is Based on Per Unit Quantity ***
 **** Georgia Contractor License No: GCCO005203 ****
 **** Payment/Performance Bonds are NOT Included ****

Note: This Quote/Proposal is Only Valid in its Entirety And Prices Are Valid for (120) Days. If you need further information please contact: Edward Dingley, Southeast Estimator, (315) 583-6111 x709 or edward.dingley@hi-lite.com.

HI-LITE AIRFIELD SERVICES, LLC
 PO Box 597
 20128 NYS Route 12F
 Watertown, NY 13601
 (315) 583-6111
 www.hi-lite.com



Commission Meeting

May 16, 2023

Lease Agreement with Transportation Security Administration

Department:	Augusta Regional Airport
Presenter:	Herbert Judon
Caption:	Motion to approve the Lease Agreement with Transportation Security Administration (TSA) for Office and Training Space in the Augusta Regional Airport Terminal. Approved by the Augusta Aviation Commission on April 27, 2023. (Approved by Public Services Committee May 9, 2023)
Background:	The TSA entered into a lease agreement with the Airport in September 2008. The lease was a five (5) year term which expired in 2013. The Aviation Commission approved a subsequent lease with a new five (5) year term which included an automatic option to renew for a second five (5) year term. That agreement is nearing the expiration date. Staff has negotiated a new agreement with the same term – a five-year initial agreement with an automatic five-year renewal option.
Analysis:	The lease agreement is the standard General Services Administration (GSA) lease. The rental rate will increase by the annual Consumer Price Index (CPI) every year. Janitorial and other miscellaneous services were negotiated into the agreement at a rate of \$5.00 per square foot per year which will also be adjusted annually. Additionally, the TSA negotiated a cost to repaint and recarpet their office spaces at the start of each five-year term. They asked for the additional costs to be rolled into their terminal rental rate, which has caused their rental rate to be higher than the other Airport tenants.
Financial Impact:	This is a revenue agreement. The rental rate will increase from \$68,700 to \$71,873 per year with an additional \$8,765 for janitorial and miscellaneous services for a total of \$80,638 per year.
Alternatives:	To deny.
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on April 27, 2023.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

LEASE NO. GS-04P-LGA02308On-Airport Lease
GSA TEMPLATE L201D (OCT 2022)

A. This Lease is made and entered into between

Augusta-Richmond County

(Lessor), whose principal place of business is 1501 Aviation Way Augusta, Ga. 30906- 9620, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

B. Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

1501 Aviation Way Augusta, Ga. 30906-9620

and more fully described in Section 1 and Exhibit **A**, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

C. LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

10 Years, 5 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:**FOR THE GOVERNMENT:**

Name: _____

Title: _____

Entity: _____

Date: _____

Name: _____

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: _____

WITNESSED FOR THE LESSOR BY:

Name: _____

Title: _____

Date: _____

The information collection requirements contained in this Solicitation/Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (OCT 2022)

The Premises are described as follows:

A. Office and Related Space: **1,753** rentable square feet (RSF), yielding **1,753** ANSI/BOMA Occupant Area (ABOA) square feet (SF) of office and related Space located on the **1st** floor(s) and known as Suite(s), of the building, as depicted on the floor plan(s) attached hereto as Exhibit **A**.

B. Common Area Factor: The Common Area Factor (CAF) is established as **1.0** percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: **0** parking spaces as depicted on the plan attached hereto as Exhibit, reserved for the exclusive use of the Government, of which **0** shall be structured/inside parking spaces and **0** shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (OCT 2022)

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	Years 1 - 5		Years 6 - 10	
	Annual Rent	Annual Rate / RSF	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$71,873.00	\$41.00	\$71,873.00	\$41.00
Operating Costs	\$8,765.00	\$5.00	\$8,765.00	\$5.00
Full-Service Rate	\$80,638.00	\$46.00	\$80,638.00	\$46.00

B. The Lessor has offered that after initial installation of new flooring in year 1, new flooring will not be required during the remainder of the lease, or if so, it will be at the expense of the Agency.

C. Rent is subject to adjustment based upon a mutual measurement of the Space upon acceptance, not to exceed **1,753** ABOA SF. based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated. This registration service is free of charge.

F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

- The leasehold interest in the Property described herein in the paragraph entitled "The Premises,"
- All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, subcontractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
- Performance or satisfaction of all other obligations set forth in this Lease; and,

4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013)

A. The Government may terminate this Lease, in whole or in part, at any time during the term of this lease with **90** days' prior written notice to the Lessor if (i) regularly scheduled commercial air services cease, (ii) the airport opts to replace TSA screeners with private contractors, (iii) the checkpoint supported by the leased Space is closed, or (iv) the Government reduces its presence at the airport due to a reduction in enplanements. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.05 RENEWAL RIGHTS (OCT 2016)

This Lease may be renewed at the option of the Government for a term of **0 YEARS** at the following rental rate(s):

	OPTION TERM, YEARS NA	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	\$NA	\$NA
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE FROM THE EFFECTIVE YEAR OF THE LEASE. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

provided notice is given to the Lessor at least **NA** days before the end of the original lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

Termination rights outlined "Termination Rights" paragraph apply to all renewal terms.

1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (OCT 2020)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan(s)	2	A
GSA Form 3517B, General Clauses	21	B
Telecommunications and Video Surveillance Service or Equipment	4	C

1.07 OPERATING COST BASE (OCT 2016)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **\$5.00** per RSF.

1.08 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2022)

Lessor's Unique Entity Identifier

UEI: UWFUTLZND7Q6

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2022)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. Building(s) situated on the Property in which the Premises are located.
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."
- E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example, 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% $[(11,500 \text{ RSF} - 10,000 \text{ ABOA SF}) / 10,000 \text{ ABOA SF}]$. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. Contract shall mean this Lease.
- G. Contractor. Contractor shall mean Lessor.
- H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- L. Lease Term Commencement Date. The date on which the Lease term commences.
- M. Lease Award Date. The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).
- N. Premises. The Premises are defined as the total Occupant Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- O. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- P. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: $\text{ABOA SF of Space} \times (1 + \text{CAF}) = \text{RSF}$.
- Q. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Occupant Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- R. Occupant Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-2017) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Occupant Area, which means "the total aggregated area used by an Occupant before Load Factors are applied, consisting of Tenant Area and Tenant Ancillary Area." The Method A – Multiple Load Factor Method shall apply. References to ABOA mean ANSI/BOMA Occupant Area.
- S. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 WAIVER OF RESTORATION (OCT 2021)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for:

- A. Waste, or,
- B. Damages or restoration arising from or related to:
 - 1. the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as
 - 2. any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government.

At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.04 OPERATING COSTS ADJUSTMENT (JUN 2012)

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost-of-Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost-of-Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost-of-Living Index for the month prior to the commencement of each 12-month period.

C. In the event of any decreases in the Cost-of-Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

2.05 RELOCATION RIGHTS (OCT 2021)

If it becomes necessary in the orderly development of the Airport, Lessor may require the relocation of Premises to other space at the Airport which, in the reasonable judgment of Lessor, is similar and suitable for the purposes for which this Lease is entered as such purposes are set forth herein. Should such relocation be necessary, the Lessor shall provide the GSA a minimum of 120 days prior written notice. Lessor shall be responsible for all costs for such relocation, including all costs for moving furniture, office equipment, telephone and data lines, and any other costs associated with replicating necessary operational features provided in the space originally leased. The Airport shall provide such relocated Premises at the same rental rate as the original Premises, unless the new Premises are located in an area for which the Airport charges tenants a lower rate, in which event the parties shall negotiate a reduction in the rental rate. The Government will not reimburse the Lessor for any increased square footage as a result of such relocation.

2.06 RECITALS FOR TRANSPORTATION SECURITY ADMINISTRATION (ON-AIRPORT) (JUN 2012)

A. The Transportation Security Administration (TSA) is required, pursuant to 49 U.S.C. 40101—The Aviation and Transportation Security Act (ATSA), to oversee security measures at the .

B. TSA is responsible for airline passenger and baggage screening services at the Airport.

C. The U.S. General Services Administration (GSA), on behalf of TSA, leases certain facilities on the Airport premises for administrative offices and/or break rooms in support of airport passenger and baggage screening services by the TSA.

D. Space for TSA to screen passengers and baggage is expressly excluded from this Lease.

2.07 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (ON-AIRPORT) (MAY 2015)

A. The Lessor shall provide floor plans for the Space and a valid Certificate of Occupancy (C of O), issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing

a report prepared by a licensed fire protection engineer that verifies that the Space complies with all applicable local fire protection and life safety codes and ordinances and all fire protection and life safety-related requirements of this Lease.

B. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

2.08 ALTERATIONS PRIOR TO ACCEPTANCE (JUN 2012)

The Government's rights stated under the General Clause "Alterations" also apply to initial build-out of the Premises.

2.09 SYSTEM FOR AWARD MANAGEMENT (MAR 2020)

The Offeror must have an active registration in the System for Award Management (SAM), via the Internet at, [HTTPS://WWW.SAM.GOV/SAM/](https://www.sam.gov/SAM/) prior to the Lease Award Date. Registration must be for purposes of "All Awards" and include completion of all required representations and certifications within SAM. Registration must be active throughout the life of the Lease. To remain active, the Offeror/Lessor is required to update or renew its registration annually. The Government will not process rent payments to Lessors without an active registration in SAM. No change of ownership of the leased Premises will be recognized by the Government until the new owner registers in SAM.

2.10 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011)

The Government reserves the right, at its own expense and with its own personnel, to heighten security in the Building under Lease during heightened security conditions due to emergencies such as terrorist attacks, natural disaster, and civil unrest.

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 BUILDING SHELL REQUIREMENTS (ON-AIRPORT) (SEP 2013)

- A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as operating costs or other rent components as indicated shall be deemed included in the Shell Rent.
- B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

3.02 MEANS OF EGRESS (MAY 2015)

- A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.
- B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.
- C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.
- D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.
- E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.03 AUTOMATIC FIRE SPRINKLER SYSTEM (OCT 2022)

- A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Occupant Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.
- D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.
- E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).
- F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.04 FIRE ALARM SYSTEM (SEP 2013)

- A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.
- B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code that was in effect on the actual date of installation.
- C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).
- D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the Lease Award Date, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.05 ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)

A. Energy-related Requirements:

1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or

b. I. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and

II. Obtain and publicly disclose the building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—

(i) That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and

(ii) For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).

(iii) That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

4. The Lessor is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.

B. Hydrology-related Requirements: Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.

1. For the purposes of applying EISA Section 438 in this Lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason. Information regarding implementation of the hydrology maintenance and restoration requirements can be found at: <http://www.epa.gov/greeningepa/technical-guidance-implementing-stormwater-runoff-requirements-federal-projects>

2. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

3.06 ACCESSIBILITY (FEB 2007)

The building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.07 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.08 RESTROOMS (ON-AIRPORT) (JUN 2012)

Government employees shall have access to all public restroom facilities for men and women in the Airport terminal at all times without additional payment.

3.09 HEATING, VENTILATION, AND AIR CONDITIONING (ON-AIRPORT) (OCT 2022)

A. Temperatures shall conform to local commercial equivalent temperature levels and operating practices to maximize tenant satisfaction. Thermostats shall be set to maintain temperatures of 72 degrees F (+/- 3 degrees) during the heating season and 75 degrees F (+/- 3 degrees) during the cooling season. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in this Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, the dew point shall be maintained below 55 degrees F in occupied spaces, and below 60 degrees F in unoccupied spaces.

B. The Lessor shall conduct HVAC system balancing after all HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

C. Normal HVAC systems maintenance shall not disrupt tenant operations.

3.10 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (ON-AIRPORT) (SEP 2013)

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet, or other emerging technologies) service in the Space. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required.

3.11 GOVERNMENT PROJECT MANAGEMENT SYSTEM (ON-AIRPORT) (OCT 2022)

The Government may require the Lessor to use the Government's project management system for post-award and post-occupancy activities. Licensing costs and access to the system are the responsibility of the Government.

SECTION 4 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM**4.01 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (OCT 2020)**

The Lessor is responsible for providing all utilities necessary for base building and tenant operations and all associated costs are included as a part of the established rental rates. The Lessor shall follow routine cleaning and disinfecting requirements in Section 5.01. The following services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration (check all that apply):

<input checked="" type="checkbox"/> HEAT	<input checked="" type="checkbox"/> TRASH REMOVAL	<input checked="" type="checkbox"/> ELEVATOR SERVICE	<input checked="" type="checkbox"/> INITIAL REPLACEMENT	& <input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> ELECTRICITY	<input checked="" type="checkbox"/> CHILLED DRINKING WATER	<input checked="" type="checkbox"/> WINDOW WASHING	LAMPS, TUBES &	(Specify below)
<input checked="" type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	Frequency <u>Annually</u>	BALLASTS	
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> RESTROOM SUPPLIES	<input checked="" type="checkbox"/> CARPET CLEANING	<input checked="" type="checkbox"/> PAINTING FREQUENCY	
			Space Every <u>five</u> years; touch-up paint as needed in high-traffic areas	
<input checked="" type="checkbox"/> SNOW REMOVAL	<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP.	Frequency <u>Annually</u>	Public Areas	

The Lessor shall have an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

4.02 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (SEP 2013)

The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this Lease. Janitorial Services shall not be required on weekends or Federal holidays. Services, maintenance, and utilities shall be provided from **7:00 AM to 5:30 PM**,

4.03 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

4.04 RECYCLING (ON-AIRPORT) (JUN 2012)

Where state or local law, code, or ordinance requires recycling programs (including mercury-containing lamps) for the Space to be provided pursuant to this Lease, the Lessor shall comply with such state and local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. During the lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the Leased Space.

4.05 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

4.06 SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (OCT 2022)

This clause applies to all recipients of CUI building information (which falls within the CUI Physical Security category), including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

Marking CUI. Contractors must submit any contractor-generated documents that contain building information to GSA for review and identification of any CUI building information that may be included. In addition, any documents GSA identifies as containing CUI building information must be marked in accordance with the Order and the Marking Controlled Unclassified Information Handbook (the current version may be found at [HTTPS://WWW.ARCHIVES.GOV/FILES/CUI/20161206-CUI-MARKING-HANDBOOK-V1-1.PDF](https://www.archives.gov/files/cui/20161206-CUI-MARKING-HANDBOOK-V1-1.PDF)) before the original or any copies are disseminated to any other parties. If CUI content is identified, the CO may direct the contractor, as specified elsewhere in this contract, to imprint or affix CUI document markings (CUI) to the original documents and all copies, before any dissemination, or authorized GSA employees may mark the documents.

1. Authorized recipients.
 - a. Building information designated as CUI must be protected with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information, as defined in 32 C.F.R. § 2002.4(bb). Those with such a Lawful Government Purpose may include Federal, state and local government entities, and non-governmental entities engaged in the conduct of business on behalf of or with GSA. Non-governmental entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid to GSA, or performing work under a GSA contract or subcontract. Recipient contractors must be registered as "active" in the System for Award Management (SAM) database at www.sam.gov, and have a Lawful Government Purpose to access such information. If a subcontractor is not registered in the SAM database and has a Lawful Government Purpose to possess CUI building information in furtherance of the contract, the subcontractor must provide to the contractor its DUNS number or its tax ID number and a copy of its business license. The contractor must keep this information related to the subcontractor for the duration of the contract and subcontract.
 - b. All GSA personnel and contractors must be provided CUI building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and the issuance of building permits. Public safety entities such as fire and utility departments may have a Lawful Government Purpose to access CUI building information on a case-by-case basis. This clause must not prevent or encumber the necessary dissemination of CUI building information to public safety entities.
2. Dissemination of CUI building information:
 - a. By electronic transmission. Electronic transmission of CUI information outside of the GSA network must use session encryption (or alternatively, file encryption) consistent with National Institute of Standards and Technology (NIST) SP 800-171. Encryption must be through an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard or Triple Data Encryption Standard, in accordance with Federal Information Processing Standards Publication 140-2, Security Requirements for Cryptographic Modules, as required by GSA policy.
 - b. By nonelectronic form or on portable electronic data storage devices. Portable electronic data storage devices include CDs, DVDs, and USB drives. Nonelectronic forms of CUI building information include paper documents, photographs, and film, among other formats.
 - i. By mail. Contractors must only use methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt. CUI markings must not appear on the exterior of packages.
 - ii. In person. Contractors must provide CUI building information only to authorized recipients with a Lawful Government Purpose to access such information. Further information on authorized recipients is found in section 1 of this clause.
3. Record keeping. Contractors must maintain a list of all entities to which CUI is disseminated, in accordance with sections 2 and 3 of this clause. This list must include, at a minimum: (1) the name of the state, Federal, or local government entity, utility, or firm to which CUI has been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the CUI building information, with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information; (3) contact information for the named individual; and (4) a description of the CUI building information provided. Once "as built" drawings are submitted, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and suppliers, and submit them to the CO. For Federal buildings, final payment may be withheld until the lists are received.
4. Safeguarding CUI documents. CUI building information (both electronic and paper formats) must be stored within controlled environments that prevent unauthorized access. GSA contractors and subcontractors must not take CUI building information outside of GSA or their own facilities or network, except as necessary for the performance of that contract. Access to the information must be limited to those with a Lawful Government Purpose for access.
5. Destroying CUI building information. When no longer needed, CUI building information must either be returned to the CO or destroyed in accordance with guidelines in NIST Special Publication 800-88, Guidelines for Media Sanitization.
6. Notice of disposal. The contractor must notify the CO that all CUI building information has been returned or destroyed by the contractor and its subcontractors or suppliers in accordance with paragraphs 4 and 5 of this clause, with the exception of the contractor's record copy. This notice must be submitted to the CO at the completion of the contract to receive final payment. For leases, this notice must be submitted to the CO at the completion of the lease term.
7. CUI security incidents. All improper disclosures or receipt of CUI building information must be immediately reported to the CO and the GSA Incident Response Team Center at gsa-ir@gsa.gov. If the contract provides for progress payments, the CO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of CUI building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.
8. Subcontracts. The contractor and subcontractors must insert the substance of this clause in all subcontracts.

4.07 INDOOR AIR QUALITY (OCT 2019)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards are not exceeded.

B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product label or manufacturer's safety data sheet. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities.
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO. The Lessor shall take corrective action to correct any tests or measurements that do not meet GSA policy action limits in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits and generally accepted consensus standards.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within the Space, common building areas, ventilation systems and zones serving the Space, and the area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. The Lessor shall use high efficiency (HEPA) filtration vacuums for cleaning and minimum MERV 10 rated ventilation system filtration whenever feasible.

G. The Lessor is encouraged to comply with best practices outlined in Appendix D- Indoor Air Quality in GSA Leased Facilities (Best Practices) within the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8).

4.08 HAZARDOUS MATERIALS (ON-AIRPORT) (OCT 2021)

The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations including, but not limited to, the following:

A. The leased Space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the Space or undamaged boiler or pipe insulation outside the Space, in which case an asbestos management program conforming to EPA guidance shall be implemented.

B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of visible mold or actionable airborne mold.

1. Actionable mold is either visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower. The Lessor shall safely remediate all actionable mold in accordance with sub-paragraph B.2 below
2. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008 or ANSI/IICRC S520-2015 Standard for Professional Mold Remediation), published by EPA, as same may be amended or revised from time to time, and any other applicable Federal, state, or local laws, regulatory standards, and guidelines.
3. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the plan or any other applicable Federal, state, or local laws, regulatory standards, or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.
4. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable mold, the Government may implement a corrective action program and deduct its costs from the rent.

4.09 OCCUPANT EMERGENCY PLANS (OCT 2020)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, will include evacuation procedures and an annual emergency evacuation drill, emergency shutdown of air intake procedures, and emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

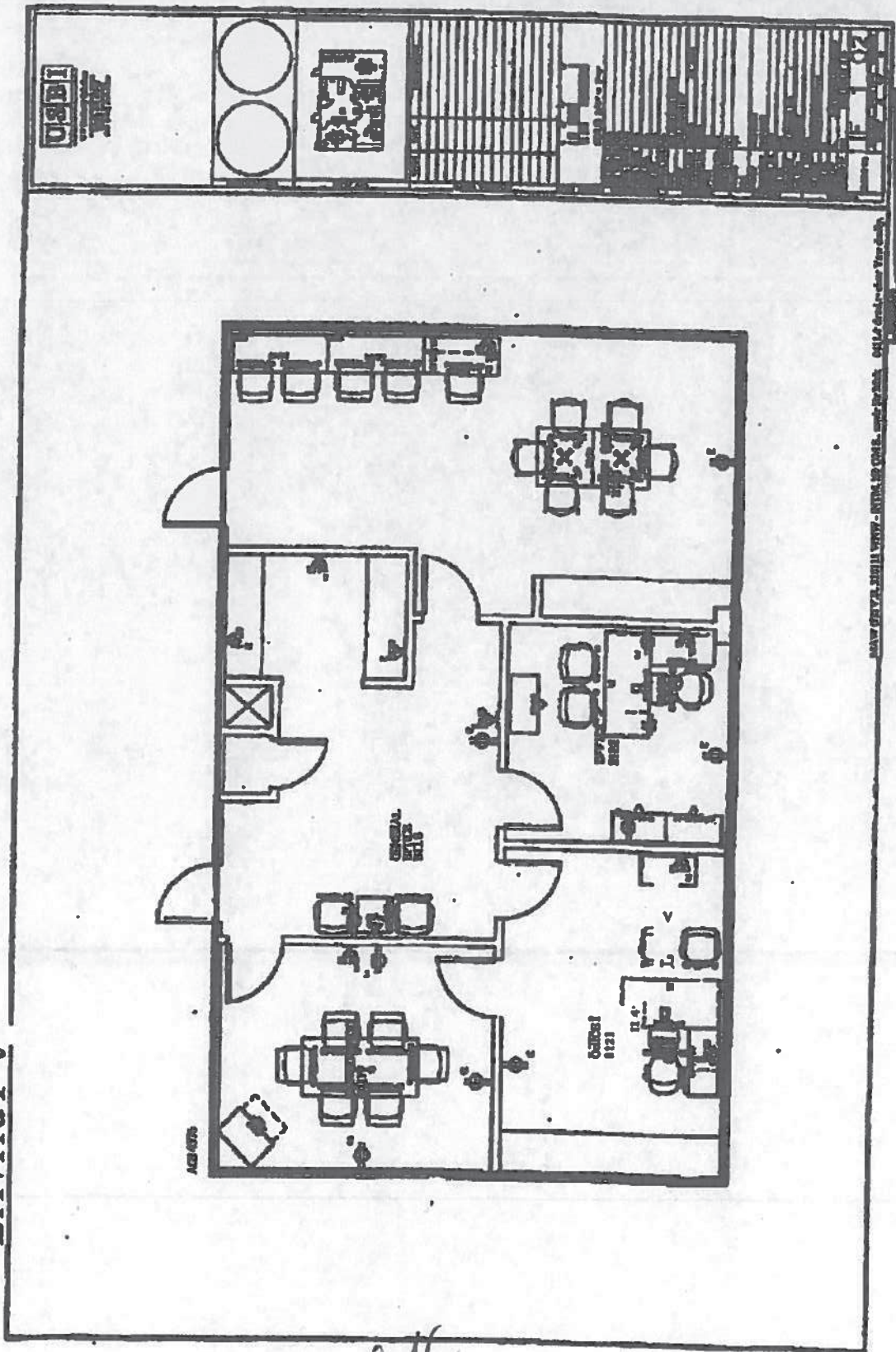
5.01 PROVISIONAL ACCEPTANCE (FEB 2021)

A. At a time of exceptional circumstance, i.e., pandemic, the Government may accept the Space on a provisional basis until such time that a re-inspection on-site can occur. In this instance and upon request from the LCO, the Lessor shall provide such documentation (e.g., picture(s), video(s) and/or a representative on-site for a live-stream or 'virtual' walkthrough) to confirm substantial completion. In such an instance the Government may withhold a percentage of lump sum Tenant Improvement payment as a reserve to ensure that all deficiencies and/or punch list item(s) will be addressed by the Lessor within the time frame established or until the Government can determine the space has been delivered in accordance with the Lease requirements, Design Intent Drawings and Construction Drawings.

B. At such time as a physical on-site inspection is deemed possible by the Government, the Government reserves the right to physically inspect the Space with an on-site representative to conduct a space measurement and to document any deficiencies and/or punch-list item(s) for the Lessor's correction.

C. Upon re-inspection and Government acceptance of any deficiencies and/or punch list item(s) documented per above, or in the instance of no such documented items, this provisional acceptance will be rendered non-provisional and fully accepted by the Government via subsequent Lease Amendment.

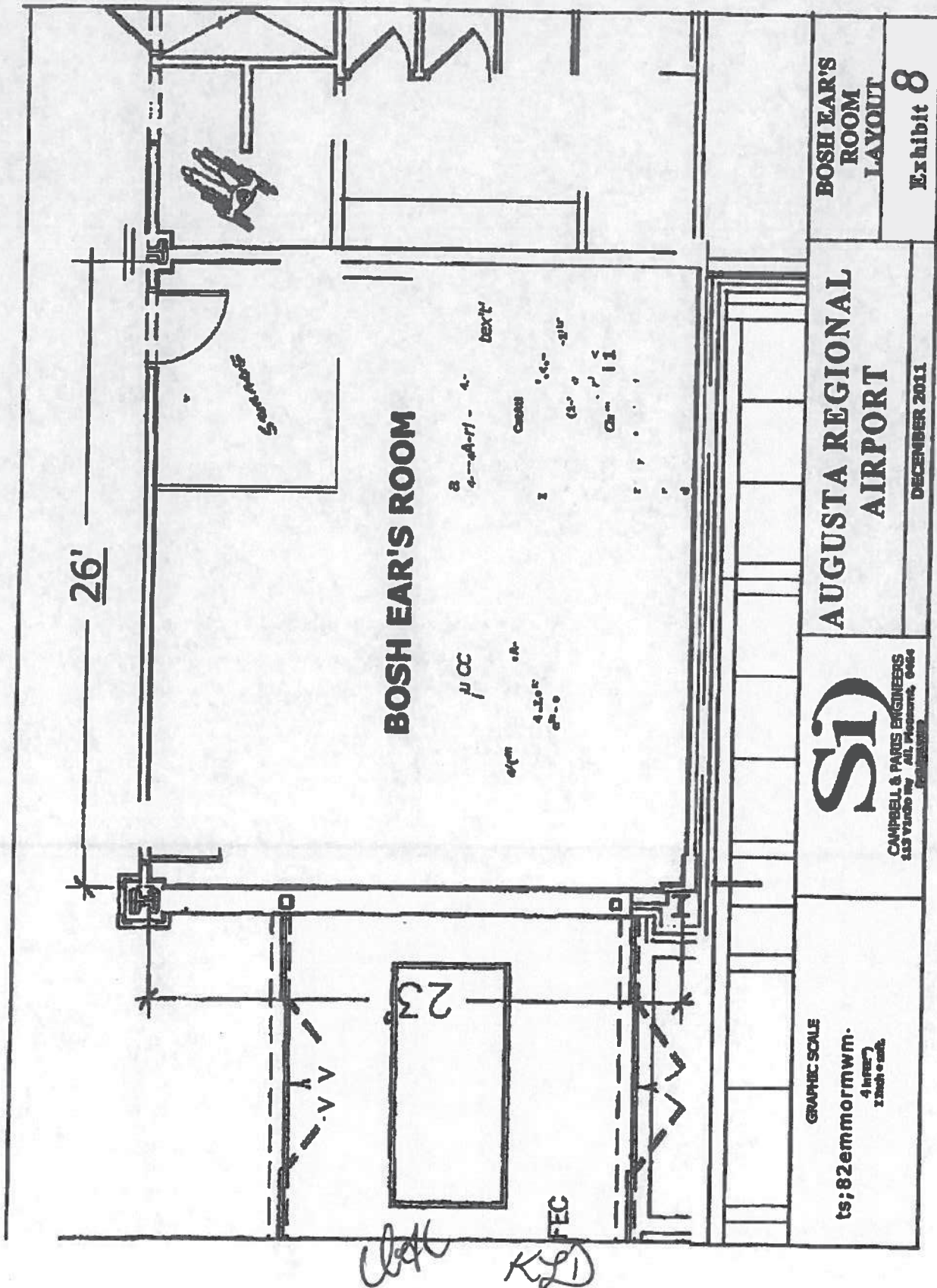
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GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1	GSAR 552.270-5	SUBLETTING AND ASSIGNMENT (DEVIATION)
	2	GSAR 552.270-11	SUCCESSORS BOUND
	3	GSAR 552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN
	4	GSAR 552.270-24	STATEMENT OF LEASE
	5	GSAR 552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	GSAR 552.270-26	NO WAIVER
	7	GSAR 552.270-27	INTEGRATED AGREEMENT (DEVIATION)
	8	GSAR 552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9	GSAR 552.270-17	DELIVERY AND CONDITION (DEVIATION)
	10		DEFAULT BY LESSOR
	11	GSAR 552.270-19	PROGRESSIVE OCCUPANCY
	12	GSAR 552.270-6	MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (DEVIATION)
	13	GSAR 552.270-7	FIRE AND CASUALTY DAMAGE (DEVIATION)
	14	GSAR 552.270-8	COMPLIANCE WITH APPLICABLE LAW (DEVIATION)
	15	GSAR 552.270-12	ALTERATIONS
	16	GSAR 552.270-29	ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (DEVIATION)
PAYMENT	17	FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	18	GSAR 552.270-31	PROMPT PAYMENT
	19	FAR 52.232-23	ASSIGNMENT OF CLAIMS
	20		PAYMENT
	21	FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	22	FAR 52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	23	GSAR 552.270-32	COVENANT AGAINST CONTINGENT FEES
	24	FAR 52.203-7	ANTI-KICKBACK PROCEDURES
	25	FAR 52.223-6	DRUG-FREE WORKPLACE
	26	FAR 52.203-14	DISPLAY OF HOTLINE POSTER(S)

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ADJUSTMENTS	27	GSAR 552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	28	FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	29	GSAR 552.270-13	PROPOSALS FOR ADJUSTMENT
	30	GSAR 552.270-14	CHANGES (DEVIATION)
AUDITS	31	GSAR 552.215-70	EXAMINATION OF RECORDS BY GSA
	32	FAR 52.215-2	AUDIT AND RECORDS—NEGOTIATION
DISPUTES	33	FAR 52.233-1	DISPUTES
LABOR STANDARDS	34	FAR 52.222-26	EQUAL OPPORTUNITY
	35	FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	36	FAR 52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	37	FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	38	FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	39	FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS
SUBCONTRACTING	40	FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	41	FAR 52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	42	FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	43	FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	44	FAR 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	45	FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
CYBERSECURITY	46	FAR 52.204-2	SECURITY REQUIREMENTS
	47	FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
	48	GSAR 552.204-9	PERSONAL IDENTITY VERIFICATION REQUIREMENTS
	49	FAR 52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS

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OTHER	50	FAR 52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES
	51	FAR 52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
	52		INTENTIONALLY DELETED
	53	FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. GSAR 552.270-5 SUBLETTING AND ASSIGNMENT (SEP 2022) (DEVIATION)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of the Lessor, which shall not be unreasonably withheld.

2. GSAR 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

3. GSAR 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

- (a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.
- (b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- (c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.
- (d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

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4. GSAR 552.270-24 STATEMENT OF LEASE (SEP 1999)

- (a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.
- (b) Letters issued pursuant to this clause are subject to the following conditions:
- (1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
 - (2) That the Government shall not be held liable because of any defect in or condition of the premises or building;
 - (3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and
 - (4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

5. GSAR 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

6. GSAR 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

7. GSAR 552.270-27 INTEGRATED AGREEMENT (SEP 2022) (DEVIATION)

This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the lease. Except as expressly attached to and made a part of the lease, neither the request for lease proposals nor any pre-award communications by either party shall be incorporated in the lease.

8. GSAR 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

9. GSAR 552.270-17 DELIVERY AND CONDITION (SEP 2022) (DEVIATION)

- (a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

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- (b) The Government may elect to accept the space notwithstanding the Lessor's failure to deliver the space substantially complete; if the Government so elects, it may reduce the rent payments.

10. DEFAULT BY LESSOR (APR 2012)

- (a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:
- (1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.
 - (2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.
 - (3) Grounds for Termination. The Government may terminate the Lease if:
 - (i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
 - (ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,
 and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.
 - (4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:
 - (i) Circumstances within the Lessor's control;
 - (ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;
 - (iii) The condition of the Property;
 - (iv) The acts or omissions of the Lessor, its employees, agents or contractors; or
 - (v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.
 - (5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

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11. GSAR 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

12. GSAR 552.270-6 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SEP 2022) (DEVIATION)

The Lessor shall maintain the property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease.

- (a) For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.
- (b) Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards.
- (c) The Lessor shall maintain the premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc.
- (d) The Government shall have the right, at any time after the lease award date and during the term of the lease, to inspect all areas of the property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

13. GSAR 552.270-7 FIRE AND CASUALTY DAMAGE (SEP 2022) (DEVIATION)

- (a) If the building in which the premises are located is totally destroyed or damaged by fire or other casualty, this lease shall immediately terminate.
- (b) If the building in which the premises are located are only partially destroyed or damaged, so as to render the premises untenable, or not usable for their intended purpose:
 - (1) The Lessor shall have the option to elect to repair and restore the premises or terminate the lease.
 - (2) Unless otherwise approved by the Lease Contracting Officer, the Lessor shall be permitted a reasonable amount of time, not to exceed 270 days from the event of destruction or damage, to repair or restore the premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the premises within 60 days of the event of destruction or damage.
 - (i) If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the lease effective as of the date of the event of destruction or damage.
 - (ii) If the Lessor elects to repair or restore the premises, but fails to repair or restore the premises within 270 days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the lease effective as of the date of the destruction or damage.

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- (3) During the time that the premises are unoccupied, rent shall be abated. Termination of the lease by either party under this clause shall not give rise to liability for either party.
- (4) Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

14. GSAR 552.270-8**COMPLIANCE WITH APPLICABLE LAW (SEP 2022) (DEVIATION)**

Lessor shall comply with all Federal, state, tribal, and local laws applicable to its ownership and leasing of the property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state, tribal, and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government. This lease shall be governed by Federal law.

15. GSAR 552.270-12**ALTERATIONS (SEP 1999)**

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

**16. GSAR 552.270-29
(DEVIATION)****ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2022)**

- (a) Ten (10) working days prior to the completion of the space, the Lessor shall issue written notice to the Government to schedule the inspection of the space for acceptance. The Government shall accept the space only if the construction of building shell and tenant improvements conforming to this lease and the approved design intent drawings (DIDs) is substantially complete, and a certificate of occupancy has been issued as set forth below.
- (b) The space shall be considered substantially complete only if the space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed tenant improvements to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other lease requirements.
- (c) The Lessor shall provide a valid certificate of occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue certificates of occupancy or if the certificate of occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the premises and building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the space without a certificate of occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this lease.

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17. FAR 52.204-13**SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)**

This clause is incorporated by reference.

18. GSAR 552.270-31**PROMPT PAYMENT (JUN 2011)**

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Payment due date—

- (1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.
 - (i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
 - (ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
- (2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:
 - (i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
 - (ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) Invoice and inspection requirements for payments other than rent.

- (1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:
 - (i) Name and address of the Contractor.
 - (ii) Invoice date.
 - (iii) Lease number.
 - (iv) Government's order number or other authorization.
 - (v) Description, price, and quantity of work or services delivered.
 - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).
 - (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

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- (2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

- (1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.
- (2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
- (3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.
- (4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

- (1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
- (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and
 - (iii) Lessor point of contact.
- (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

19. FAR 52.232-23

ASSIGNMENT OF CLAIMS (MAY 2014)

(Applicable to leases over the micro-purchase threshold.)

- (a) The Contractor, under the Assignment of Claims Act, as amended, [31 U.S.C. 3727](#), [41 U.S.C. 6305](#) (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or

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reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

20. PAYMENT (SEP 2022)

- (a) When space is offered and accepted, the amount of ABOA square footage delivered will be confirmed by:
 - (1) The Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or
 - (2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.
- (b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.
- (c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is: $(1+CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

21. FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

This clause is incorporated by reference.

22. FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)

(Applicable to leases over \$6 million total contract value and performance period is 120 days or more.)

This clause is incorporated by reference.

23. GSAR 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

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- (b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.
- (1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.
- (2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.
- (3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

24. FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)

(Applicable to leases over \$150,000 total contract value.)

This clause is incorporated by reference.

25. FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

This clause is incorporated by reference.

26. FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021)

(Applicable to leases over \$6 Million total contract value.)

This clause is incorporated by reference.

27. GSAR 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

- (a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—
- (1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;
- (2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or
- (3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

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- (b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

28. FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)

(Applicable when cost or pricing data are required for work or services over \$2,000,000.)

This clause is incorporated by reference.

29. GSAR 552.270-13 PROPOSALS FOR ADJUSTMENT (OCT 2016)

This clause is incorporated by reference.

30. GSAR 552.270-14 CHANGES (SEP 2022) (DEVIATION)

- (a) The Lease Contracting Officer (LCO) may at any time, by written order, direct changes to the tenant improvements within the space, building security requirements, or the services required under the lease.
- (b) If any such change causes an increase or decrease in Lessor's cost or time required for performance of its obligations under this lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the lease providing for one or more of the following:
 - (1) An adjustment of the delivery date.
 - (2) An equitable adjustment in the rental rate.
 - (3) A lump sum equitable adjustment. or
 - (4) An adjustment of the operating cost base, if applicable.
- (c) The Lessor must assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and must submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.
- (d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government is not liable to Lessor under this clause.

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31. GSAR 552.215-70 EXAMINATION OF RECORDS BY GSA (JUN 2016)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

32. FAR 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 2020)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

33. FAR 52.233-1 DISPUTES (MAY 2014)

This clause is incorporated by reference.

34. FAR 52.222-26 EQUAL OPPORTUNITY (SEP 2016)

This clause is incorporated by reference.

35. FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

This clause is incorporated by reference.

36. FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)

(Applicable to leases exceeding the micro-purchase threshold.)

This clause is incorporated by reference.

37. FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

(Applicable to leases \$150,000 or more, total contract value.)

(a) *Definitions.* As used in this clause-

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at Federal Acquisition Regulation (FAR) [22.1301](#).

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

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38. FAR 52.222-36

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(Applicable to leases over \$15,000 total contract value.)

- (a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- (b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) [22.1408\(a\)](#) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

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39. FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

(Applicable to leases \$150,000 or more, total contract value.)

This clause is incorporated by reference.

40. FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021)

(Applicable to leases over \$35,000 total contract value.)

This clause is incorporated by reference.

41. FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)

(Applicable if over \$2,000,000 total contract value.)

This clause is incorporated by reference.

42. FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

43. FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2021) ALTERNATE III (JUN 2020)

(Applicable to leases over \$750,000 total contract value.)

This clause is incorporated by reference.

44. FAR 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021)

(Applicable to leases over \$750,000 total contract value.)

This clause is incorporated by reference.

45. FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

(Applicable if over \$30,000 total contract value.)

This clause is incorporated by reference.

46. FAR 52.204-2 SECURITY REQUIREMENTS (MAR 2021)

(Applicable when the contract may require access to classified information.)

This clause is incorporated by reference.

47. FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

This clause is incorporated by reference.

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48. GSAR 552.204-9

PERSONAL IDENTITY VERIFICATION REQUIREMENTS (JUL 2021)

This clause is incorporated by reference.

49. FAR 52.204-21
(NOV 2021)

BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS

(a) *Definitions.* As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ([44 U.S.C. 3502](#)).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

- (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:
 - (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
 - (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
 - (iii) Verify and control/limit connections to and use of external information systems.
 - (iv) Control information posted or processed on publicly accessible information systems.
 - (v) Identify information system users, processes acting on behalf of users, or devices.
 - (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
 - (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
 - (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

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- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

50. FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021)

This clause is incorporated by reference.

51. FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou

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Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

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(b) *Prohibition.*

- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).
- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause
 - (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission

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of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- (e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

52. INTENTIONALLY DELETED

53. FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

This clause is incorporated by reference.

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Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

See instructions within the representation regarding whether or not completion of this form is required. If required, complete appropriate boxes, sign the form, and return form, along with any other required disclosure information, to LCO or his/her designee.

NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model

number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	<hr/> Signature	<hr/> Date



Commission Meeting

May 16, 2023

Hangar N1 Apron & Taxilane – Contract Change Order #1

Department:	Augusta Regional Airport
Presenter:	Herbert Judon
Caption:	Motion to approve Change Order #1 to Contract with Independence Excavating for a total deduction of \$13,226.00 for Hangar N1 Apron & Taxilane. Approved by the Augusta Aviation Commission on March 30, 2023. (PO #22ARA160) (Approved by Public Services Committee May 9, 2023)
Background:	<p>Independence Excavating Inc. is currently contracted to construct the Hangar N1 Apron & Taxilane project. This requested Change Order #1 includes costs associated with additional electrical components associated with the new Taxilane as well as the balancing of a handful of items that have been completed within the project.</p> <p>Per review by the FAA certification inspector assigned to AGS, it was determined that an additional taxiway guidance sign and the relocation of an existing guidance sign were required to meet signage standards. The additional sign was suggested to provide direction to the new Apron and the relocated sign was deemed necessary as the sign(s) included within the project did not provide all of the necessary information. The remainder of the items included within this change order are associated with the as-constructed quantity and reflect what was completed in the field.</p>
Analysis:	<p>Staff has evaluated the change order request provided by Independence Excavating, Inc. and finds that the costs associated with the new line items are acceptable and are within the unit prices provided as part of the original contract.</p> <p>The original contract value for Independence Excavating was \$4,892,410.00. This is the first Change Order for this project and reduces Independence Excavating's contract to \$4,879,184.00.</p>
Financial Impact:	This project is funded through the Coronavirus Aid, Relief, and Economic Security (CARES) Act.
Alternatives:	To deny.
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on April 27, 2023.
Funds are available in the following accounts:	551081118-5412110

**REVIEWED AND
APPROVED BY:**

N/A

Item 14.

CONTRACT CHANGE ORDER NO. 1

Item 14.

AIRPORT Augusta Regional Airport

Date March 30, 2023

LOCATION Augusta, GA

AIP No. 3-13-0011-054-2022

PROJECT Construct Hangar N1 Apron &
Taxilane – 0119700-202061.03

CONTRACTOR Independence
Excavating Inc.

You are requested to perform the following described work upon receipt of an approved copy of this document or as directed by the engineer.

Item No.	Bid Alternate	Description	Unit	Unit Price	Quantity	Amount
Quantity Adjustment Items – Base Bid						
C-102.1a	Base	Installation and Removal of Silt Fence or Silt Sock	LF	\$6.00	-574	(\$3,444.00)
C-102.1b	Base	Installation and Removal of Check Dam Hay Bale	EA	\$115.00	-24	(\$2,760.00)
P-101.2	Base	Asphalt Concrete Pavement Removal, Perimeter Road Full Depth, Off Site	SY	\$25.00	1,221	\$30,525.00
P-152.2	Base	Subgrade Preparation	SY	\$3.00	-274	(\$822.00)
P-154.1	Base	Aggregate Base Course	CY	\$60.00	-301	(\$18,060.00)
P-304.1	Base	Cement Treated Base Course (8" Depth)	SY	\$45.00	-721	(\$32,445.00)
D-701.1	Base	14" X 23" Elliptical RCP Class IV Pipe	LF	\$400.00	1	\$400.00
L-108.1	Base	#8 AWG, 5kV Power Cable	LF	\$3.00	40	\$120.00
L-108.2	Base	Counterpoise Wire w/ Grounding Rods	LF	\$3.00	20	\$60.00
L-110.1	Base	2-Way, 2-inch PVC, Concrete Encased Type II Electrical Duct Bank	LF	\$65.00	-28	(\$1,820.00)
L-110.2	Base	Electrical Conduit, 1W-2" PVC, Type II, Non-encased, Installed in Soil	LF	\$6.00	20	\$120.00
Extra Work – Base Bid						
L-125.4	CO 1	Taxiway Guidance Sign, 4 Module, Size 2, Style 3, Mode 2	EA	\$10,450	1	\$10,450.00
L-125.6	CO 1	Salvage (E) Guidance Sign and Remove PCC Foundation	EA	\$1,450.00	1	\$1,450.00
L-125.7	CO 1	Install Salvaged Guidance Sign on New PCC Foundation	EA	\$3,000.00	1	\$3,000.00
This Change Order Total						(\$13,226.00)
This Change Order Calendar Day Additions (Deletions)						0
Previous Change Order(s) Total						\$0.00
Previous Change Order(s) Calendar Day Additions (Deletions)						0
Original Contract Total						\$4,892,410.00
Original Contract Calendar Day Count Total						180
Revised Contract Total						\$4,879,184.00
Revised Contract Calendar Day Count Total						180

The time provided for completion in the contract is unchanged (~~decreased~~) (~~increased~~) by **0 calendar days**. This document shall become the First Amendment to the contract and all provisions of the contract will apply.

Recommended by: Edwin J Scott, Jr., PE, Engineer (Mead & Hunt, Inc.) **Date**

Approved by: Dan Troutman, Chairman (Augusta Aviation Commission) **Date**

Accepted by: Contractor (Independence Excavating Inc.) **Date**

AIP NO. 3-13-0011-054-2022 **CHANGE ORDER NO.** 1

AIRPORT Augusta Regional Airport (AGS) **LOCATION** Augusta, GA

1. Brief description of the proposed contract Amendment and location(s).

Quantity Adjustments:

There are items included in the original bid that need to be adjusted in order to cover the quantities and revised unit cost shown on the construction plans to complete the approved project scope. These items include:

- **C-102.1a Installation and Removal of Silt Fence or Silt Sock – Base Bid:**
 - As-constructed quantity
- **C-102.1b Installation and Removal of Check Dam Hay Bale – Base Bid:**
 - As-constructed quantity
- **P-101.2 Asphalt Concrete Pavement Removal, Perimeter Road Full Depth, Off Site – Base Bid:**
 - As-constructed quantity, Additional removal required within project limits.
- **P-152.2 Subgrade Preparation – Base Bid:**
 - As-constructed quantity
- **P-154.1 Aggregate Base Course – Base Bid:**
 - As-constructed quantity
- **P-304.1 Cement-Treated Base Course (8" Depth) – Base Bid:**
 - As-constructed quantity
- **D-701.1 14" X 23" Elliptical RCP Class IV Pipe – Base Bid:**
 - As-constructed quantity
- **L-108.1 #8 AWG, 5kV Power Cable – Base Bid:** Additional #8 power cable required to install additional taxiway guidance signs.
- **L-108.2 Counterpoise Wire w/ Grounding Rods – Base Bid:** Additional counterpoise required to install additional taxiway guidance signs.
- **L-110.1 2-Way, 2-inch PVC, Concrete Encased Type II Electrical Duct Bank – Base Bid:**
 - As-constructed quantity
- **L-110.2 Electrical Conduit, 1W-2" PVC, Type II Electrical Duct Bank – Base Bid:** Additional conduit required to install additional taxiway guidance signs.

Extra Work/New Bid Item:

There are several items that were erroneously not included in the original bid or extra items not included in the original bid that will be necessary to complete the approved project scope. These items include:

- **L-125.4 Taxiway Guidance Sign, 4 Module, Size 2, Style 3, Mode 2:** New Taxiway Guidance/Destination sign to be installed at the intersection of new taxiway and Taxiway A directing traffic onto the new apron. This additional sign was requested by the FAA.
- **L-125.6 Salvage (E) Guidance Sign and Remove PCC Foundation:** The existing taxiway guidance sign cannot be reinstalled in the existing location and must be relocated. The existing PCC foundation must be removed.
- **L-125.7 Install Salvaged Guidance Sign on New PCC Foundation:** The existing taxiway guidance sign cannot be reinstalled in the existing location and must be relocated. This line item includes the relocating of the existing sign, new PCC foundation and reconnecting the sign to the Taxiway A circuit.

New Construction Specifications:

N/A

Revised Construction Specifications

N/A

2. Reason(s) for the change(s) *(Continue on reverse if necessary)*

C-102.1a Installation and Removal of Silt Fence or Silt Sock – The reduction of quantity in the base bid associated with the installation and removal of Silt fence is a result of the as performed quantities per the scope of work.

C-102.1b Installation and Removal of Check Dam Hay Bale – The reduction of quantity in the base bid associated with the installation and removal of check dams is a result of the as performed quantities per the scope of work.

P-101.2 Asphalt Concrete Pavement Removal, Perimeter Road Full Depth, Off Site – The increase of quantity in the base bid associated with the removal of the existing Perimeter Service Road is a result of the as performed quantities per the scope of work.

P-152.2 Subgrade Preparation – The reduction of quantity in the base bid associated with subgrade preparation is a result of the as performed quantities per the scope of work.

P-154.1 Aggregate Base Course – The reduction of quantity in the base bid associated with the aggregate base course is a result of the as performed quantities per the scope of work.

P-304.1 Cement-Treated Base Course (8" Depth) – The reduction of quantity in the base bid associated with the cement-treated base course is a result of the as performed quantities per the scope of work.

D-701.1 14" X 23" Elliptical RCP Class IV Pipe – The increase of quantity in the base bid associated with the construction of the 14" X 23" Elliptical pipe is a result of the as performed quantities per the scope of work.

L-108.1 #8 AWG, 5kV Power Cable – The increase of quantity in the base bid associated with the 5kV Power cable is due to the work associated with the relocation of the existing Taxiway Guidance sign and installation of a new Taxiway Guidance/Destination sign at the intersection of Taxiway A and the new taxilane. The existing taxiway guidance sign cannot be reinstalled at the existing location and must be relocated. Per direction from FAA cert inspectors, an additional sign is necessary to direct traffic along and onto the new concrete apron.

L-108.2 Counterpoise Wire w/ Grounding Rods – The increase of quantity in the base bid associated with the counterpoise is due to the work associated with the relocation of the existing Taxiway Guidance sign and installation of a new Taxiway Guidance/Destination sign at the intersection of Taxiway A and the new taxilane. The existing taxiway guidance sign cannot be reinstalled at the existing location and must be relocated. Per direction from FAA cert inspectors, an additional sign is necessary to direct traffic along and onto the new concrete apron.

L-110.1 2-Way, 2-inch PVC, Concrete Encased Type II Electrical Duct Bank - The reduction of quantity in the base bid associated with the 2-way concrete encased duct bank is a result of the as performed quantities per the scope of work.

L-110.2 Electrical Conduit, 1W-2" PVC, Type II Electrical Duct Bank - The increase of quantity in the base bid associated with the electrical conduit is due to the work associated with the relocation of the existing Taxiway Guidance sign and installation of a new Taxiway Guidance/Destination sign at the intersection of Taxiway A and the new taxilane. The existing taxiway guidance sign cannot be reinstalled at the existing location and must be relocated. Per direction from FAA cert inspectors, an additional sign is necessary to direct traffic along and onto the new concrete apron.

L-125.4 Taxiway Guidance Sign, 4 Module, Size 2, Style 3, Mode 2 – The addition of a new Taxiway Guidance Sign line item and quantity is due to the work associated with the relocation of the existing Taxiway Guidance sign and installation of a new Taxiway Guidance/Destination sign at the intersection of Taxiway A and the new taxilane. Per direction from FAA cert inspectors, an additional sign is necessary to direct traffic along and onto the new concrete apron. This new line item includes the manufacturing, mobilization, installation, and connection of the new APRON guidance sign. Due to long lead times and remobilization required by the contractor, the line item did increase in unit price compared to the as-bid amount.

L-125.6 Salvage (E) Guidance Sign and Remove PCC Foundation - The addition of a new Salvage existing Guidance sign and removal of the existing PCC foundation line item and quantity is due to the work associated with the relocation of the existing Taxiway Guidance sign and installation of a new Taxiway Guidance/Destination sign at the intersection of Taxiway A and the new taxiway. The existing taxiway guidance sign cannot be reinstalled at the existing location and must be relocated. This new line item includes the salvaging of the existing sign, the removal of the existing foundation, and the removal of the existing cable and conduit from this pad.

L-125.7 Install Salvaged Guidance Sign on New PCC Foundation - The addition of the installation of a salvaged guidance sign and construction of new PCC foundation line item and quantity is due to the work associated with the relocation of the existing Taxiway Guidance sign and installation of a new Taxiway Guidance/Destination sign at the intersection of Taxiway A and the new taxiway. The existing taxiway guidance sign cannot be reinstalled at the existing location and must be relocated. This new line item includes the installation of the salvaged existing sign, the construction of a new PCC foundation, and the connection of the cable and conduit to the sign foundation and base can.

3. The Sponsor's share of this cost is available from:

NA

4. If this is a supplemental agreement involving more than \$2,000, is the cost estimate based on the latest wage rate decision? Yes ☐ No ☐ Not Applicable ☒

5. Has consent of surety been obtained? Yes ☐ Not Necessary ☒

6. Will this change affect the insurance coverage? Yes ☐ No ☒

7. If yes, will the policies be extended? Yes ☐ No ☐ Not Applicable ☒

8. Has this Change Order been discussed with FAA officials? Yes ☒ No ☐

When: 3/30/2023

With Whom: Mrs. Laura Breeding

Comment(s):

Augusta Regional Airport
Construct Hangar N1 Apron & Taxilane
AIP #: 3-13-0011-045-2020

Progress Payment Application: CCO #1
 For Period Ending: -

CCO No.	Spec.	Description	Unit of Issue	Quantity	Unit Price	Extended Price	Approved Quantity	Approved Amount	Quantity to Date	Amount to Date
1	C-102.1a	Installation and Removal of Silt Fence or Silt Sock	LF	(574)	\$ 6.00	\$ (3,444.00)				
1	C-102.1b	Installation and Removal of Check Dam Hay Bale	EA	(24)	\$ 115.00	\$ (2,760.00)				
1	P-101.2	Asphalt Concrete Pavement Removal, Perimeter Road Full Depth, Off Site	SY	1,221	\$ 25.00	\$ 30,525.00				
1	P-152.2	Subgrade Preparation	SY	(274)	\$ 3.00	\$ (822.00)				
1	P-154.1	Aggregate Base Course	CY	(301)	\$ 60.00	\$ (18,060.00)				
1	P-304.1	Cement-Treated Base Course (8" Depth)	SY	(721)	\$ 45.00	\$ (32,445.00)				
1	D-701.1	14" X 23" Elliptical RCP Class IV Pipe	LF	1	\$ 400.00	\$ 400.00				
1	L-108.1	#8 AWG, 5kV Power Cable	LF	40	\$ 3.00	\$ 120.00				
1	L-108.2	Counterpoise Wire w/ Grounding Rods	LF	20	\$ 3.00	\$ 60.00				
1	L-110.1	2-Way, 2-inch PVC, Concrete Encased Type II Electrical Duct Bank	LF	(28)	\$ 65.00	\$ (1,820.00)				
1	L-110.2	Electrical Conduit, 1W-2" PVC, Type II, Non-encased, Installed in Soil	LF	20	\$ 6.00	\$ 120.00				
1	L-125.4	Taxiway Guidance Sign, 4 Module, Size 2, Style 3, Mode 2	EA	1	\$ 10,450.00	\$ 10,450.00				
1	L-125.6	Salvage (E) Guidance Sign and Remove PCC Foundation	EA	1	\$ 1,450.00	\$ 1,450.00				
1	L-125.7	Install Salvaged Guidance Sign on New PCC Foundation	EA	1	\$ 3,000.00	\$ 3,000.00				
					Subtotal	-\$13,226.00		\$0.00	0	\$0.00



**INDEPENDENCE
EXCAVATING**
A DiGeronimo Company

Item 14.

February 6, 2023

Elizabeth Giles
Senior Construction Project Manager
Augusta Region Airport
1501 Aviation Way
Augusta, GA 30906

Project: Construct Hangar N1 Ramp and Taxilane
Augusta Regional Airport
AIP No. 3-13-0011-045-2020

Subject: Change Order 01 – Relocate (E) Taxiway A Guidance Sign on New PCC Base and Install
New Guidance Sign on New PCC Base

Dear Mrs. Giles,

Independence Excavating Inc. (IX) is pleased to submit this proposal in response to the Change Order 01 – Relocate (E) Taxiway A Guidance Sign on New PCC Base and Install New Guidance Sign on New PCC Base Exhibit 1.1 received via email from Mead & Hunt on January 18, 2023.

IX's proposal includes all costs associated with the scope of work shown in Exhibit 1.1. This assumes an 8 week lead time for procurement of the new sign and completing this work within the original contract period. Also, any additional seeding, sodding or topsoil work will be measured and paid for under the original contract unit prices.

This proposal amounts to a total of **\$15,200**. The unit price breakdown can be found on the next page.

Please provide a formal notice of acceptance for this proposal to allow for our subcontractor to place the sign order and begin the procurement process.

Spec	Item	Unit of Issue	Quantity	Unit Price	Total Price
L-108.1	#8 AWG, 5kV Power Cable	LF	40	\$3.00	\$120.00
L-108.2	Counterpoise Wire W/ Grounding Rods	LF	20	\$3.00	\$60.00
L-110.2	Electrical Conduit, 1W-2" PVC, Type II, Non-Encased, Installed in Soil	LF	20	\$6.00	\$120.00
L-125.6	Salvage (E) Guidance Sign and Remove PCC Foundation	EA	1	\$1,450.00	\$1,450.00
L-125.7	Install Salvaged Guidance Sign on New PCC Foundation	EA	1	\$3,000.00	\$3,000.00
L-125.4	Taxiway Guidance Sign, 4 Module, Size 2, Style 3, Mode 2	EA	1	\$10,450.00	\$10,450.00
Grand Total Price					\$15,200.00

If you require additional information, please do not hesitate to contact me.

Sincerely,

Jason Malloy
Senior Project Manager
Independence Excavating Inc.

Item L-125 Installation of Airport Lighting Systems

DESCRIPTION

125-1.1 This item shall consist of airport lighting systems furnished and installed in accordance with this specification, the referenced specifications, and the applicable advisory circulars (ACs). The systems shall be installed at the locations and in accordance with the dimensions, design, and details shown in the plans. This item shall include the furnishing of all equipment, materials, services, and incidentals necessary to place the systems in operation as completed units to the satisfaction of the RPR.

EQUIPMENT AND MATERIALS

125-2.1 General.

a. Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be certified under the Airport Lighting Equipment Certification Program in accordance with AC 150/5345-53, current version. FAA certified airfield lighting shall be compatible with each other to perform in compliance with FAA criteria and the intended operation. If the Contractor provides equipment that does not perform as intended because of incompatibility with the system, the Contractor assumes all costs to correct the system for to operate properly.

b. Manufacturer's certifications shall not relieve the Contractor of their responsibility to provide materials in accordance with these specifications and acceptable to the RPR. Materials supplied and/or installed that do not comply with these specifications shall be removed, when directed by the RPR and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

c. All materials and equipment used shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Clearly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be clearly made with arrows or circles (highlighting is not acceptable). The Contractor shall be responsible for delays in the project accruing directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be submitted in a neatly bound, properly sized 3-ring binder and/or electronic PDF format. RPR reserves the right to reject any or all equipment, materials or procedures, which, in the RPR's opinion, does not meet the system design and the standards and codes, specified herein.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

125-2.2 Conduit/Duct. Conduit shall conform to Specification Item L-110 Airport Underground Electrical Duct Banks and Conduits.

125-2.3 Cable and Counterpoise. Cable and Counterpoise shall conform to Item L-108 Underground Power Cable for Airports.

125-2.4 Tape. Rubber and plastic electrical tapes shall be Scotch Electrical Tape Numbers 23 and 88 respectively, as manufactured by 3M Company or an approved equal.

125-2.5 Cable Connections. Cable Connections shall conform to Item L-108 Installation of Underground Cable for Airports.

125-2.6 Retroreflective Markers. Retroreflective markers shall be type L-853 and shall conform to the requirements of AC 150/5345-39.

125-2.7 Runway and Taxiway Lights. Runway and taxiway lights shall conform to the requirements of AC 150/5345-46. Taxiway edge fixtures shall be FAA Type L-861T quartz with LED light source. Edge lights shall be operable from 30/45-watt transformers. Lens color shall be aviation blue.

125-2.8 Runway and Taxiway Signs. Runway and Taxiway Guidance Signs should conform to the requirements of AC 150/5345-44. Led lighted airfield guidance signs shall conform to the details shown on the Plans. All signs shall utilize a LED lamp source for illumination. Sign size, style and mode will be listed on the Plans. All signs shall be internally illuminated and shall be double-sided even if one side is blank. L-830 isolation transformers shall be provided for each sign and sized per manufacturer's recommendation. Each sign shall be supplied with an "of/off" switch (shorting type disconnect switch) to allow for safe operations and maintenance of the sign and light source when the lighting circuit is energized. Signs shall be installed as required for FAA certification. Lighted signs shall have stainless steel bird spikes fastened to the entire top of the sign.

125-2.9 Runway End Identifier Light (REIL). Not required.

125-2.10 Precision Approach Path Indicator (PAPI). Not required.

125-2.11 Circuit Selector Cabinet. Not required

125-2.12 Light Base and Transformer Housings. Light Base and Transformer Housings should conform to the requirements of AC 150/5345-42. Light bases shall be Type L-867, Class 1A, Size B shall be provided as indicated or as required to accommodate the fixture or device installed thereon. Base plates, cover plates, and adapter plates shall be provided to accommodate various sizes of fixtures.

125-2.13 Isolation Transformers. Isolation Transformers shall be Type L-830, size as required for each installation. Transformer shall conform to AC 150/5345-47.

INSTALLATION

125-3.1 Installation. The Contractor shall furnish, install, connect and test all equipment, accessories, conduit, cables, wires, buses, grounds and support items necessary to ensure a complete and operable airport lighting system as specified here and shown in the plans.

The equipment installation and mounting shall comply with the requirements of the National Electrical Code and state and local code agencies having jurisdiction.

The Contractor shall install the specified equipment in accordance with the applicable advisory circulars and the details shown on the plans.

125-3.2 Testing. All lights shall be fully tested by continuous operation for not less than 24 hours as a completed system prior to acceptance. The test shall include operating the constant current regulator in each step not less than 10 times at the beginning and end of the 24-hour test. The fixtures shall illuminate properly during each portion of the test.

125-3.3 Shipping and Storage. Equipment shall be shipped in suitable packing material to prevent damage during shipping. Store and maintain equipment and materials in areas protected from weather and physical damage. Any equipment and materials, in the opinion of the RPR, damaged during construction or storage shall be replaced by the Contractor at no additional cost to the owner. Painted or

galvanized surfaces that are damaged shall be repaired in accordance with the manufacturer's recommendations.

125-3.4 Elevated and In-pavement Lights. Water, debris, and other foreign substances shall be removed prior to installing fixture base and light.

A jig or holding device shall be used when installing each light fixture to ensure positioning to the proper elevation, alignment, level control, and azimuth control. Light fixtures shall be oriented with the light beams parallel to the runway or taxiway centerline and facing in the required direction. The outermost edge of fixture shall be level with the surrounding pavement. Surplus sealant or flexible embedding material shall be removed. The holding device shall remain in place until sealant has reached its initial set.

METHOD OF MEASUREMENT

125-4.1 Reflective markers will be measured by the number installed as completed units in place, ready for operation, and accepted by the RPR. Runway and taxiway lights will be measured by the number of each type installed as completed units in place, ready for operation, and accepted by the RPR. Guidance signs will be measured by the number of each type and size installed as completed units, in place, ready for operation, and accepted by the RPR. Runway End Identifier Lights shall be measured by each system installed as a completed unit in place, ready for operation, and accepted by the RPR.

Precision Approach Path Indicator shall be measured by each system installed as a completed unit, in place, ready for operation, and accepted by the RPR. Abbreviated Precision Approach Path Indicator shall be measured by each system installed as a completed unit, in place, ready for operation, and accepted by the RPR.

BASIS OF PAYMENT

125-5.1 Payment will be made at the Contract unit price for each complete runway or taxiway light, guidance sign, reflective marker, runway end identification light, precision approach path indicator, or abbreviated precision approach path indicator installed by the Contractor and accepted by the RPR. This payment will be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools and incidentals necessary to complete this item.

Payment will be made under:

L-125.1	Taxiway Edge Light Removal – per each
L-125.2	L861T MITL LED. Elevated Taxiway Fixture – per each
L-125.3	Taxiway Guidance Sign, 1 Module, Size 2, Style 3, Mode 2 – per each
L-125.4	Taxiway Guidance Sign, 4 Module, Size 2, Style 3, Mode 3 – per each
L-125.5	Taxiway Retroreflective Marker – per each
L-125.6	Salvage (E) Guidance Sign and Remove PCC Foundation– per each
L-125.7	Install Salvaged Guidance Sign on New PCC Foundation– per each

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5340-18	Standards for Airport Sign Systems
AC 150/5340-26	Maintenance of Airport Visual Aid Facilities
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-5	Circuit Selector Switch
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-28	Precision Approach Path Indicator (PAPI) Systems
AC 150/5345-39	Specification for L-853, Runway and Taxiway Retroreflective Markers
AC 150/5345-42	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
AC 150/5345-44	Specification for Runway and Taxiway Signs
AC 150/5345-46	Specification for Runway and Taxiway Light Fixtures
AC 150/5345-47	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
AC 150/5345-51	Specification for Discharge-Type Flashing Light Equipment
AC 150/5345-53	Airport Lighting Equipment Certification Program

Engineering Brief (EB)

EB No. 67	Light Sources Other than Incandescent and Xenon for Airport and Obstruction Lighting Fixtures
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END OF ITEM L-125

TAXILANE GUIDANCE SIGN SCHEDULE					
SIGN NUMBER	SIZE	STYLE	MODE	NORTHING	EASTING
S-10	2	3	2	1229222.92	715713.12
S-10.1	2	3	2	SEE NOTE	SEE NOTE

NOTE
- CONTRACTOR SHALL INSTALL DIRECTLY ADJACENT TO S-10.

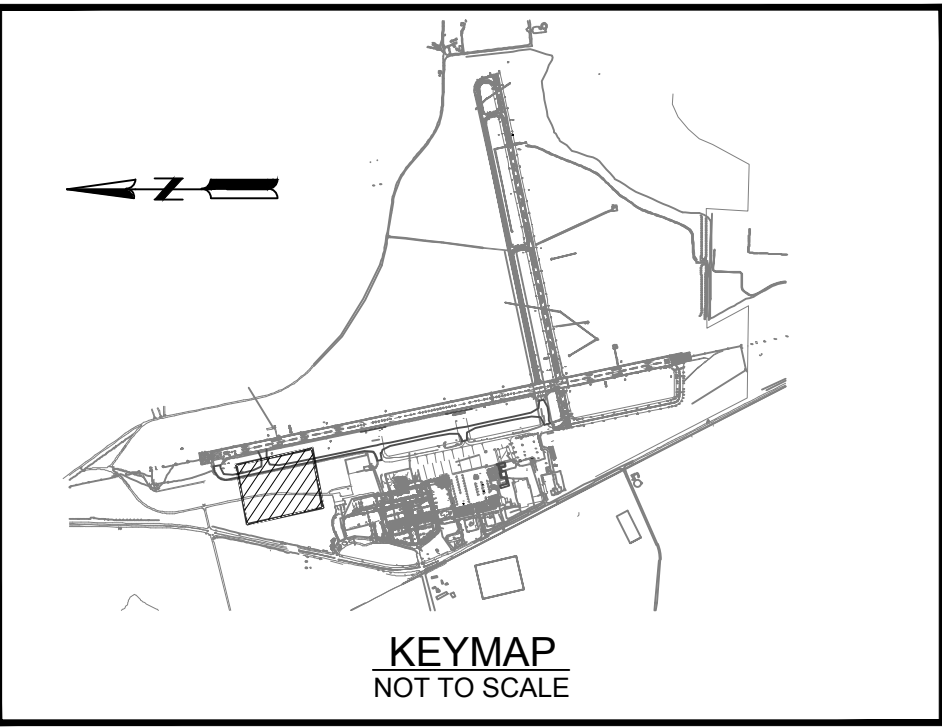
- LEGEND
- GUIDANCE SIGN REMOVAL
- PROPOSED GUIDANCE SIGN

- ELECTRICAL KEY NOTES
- 1

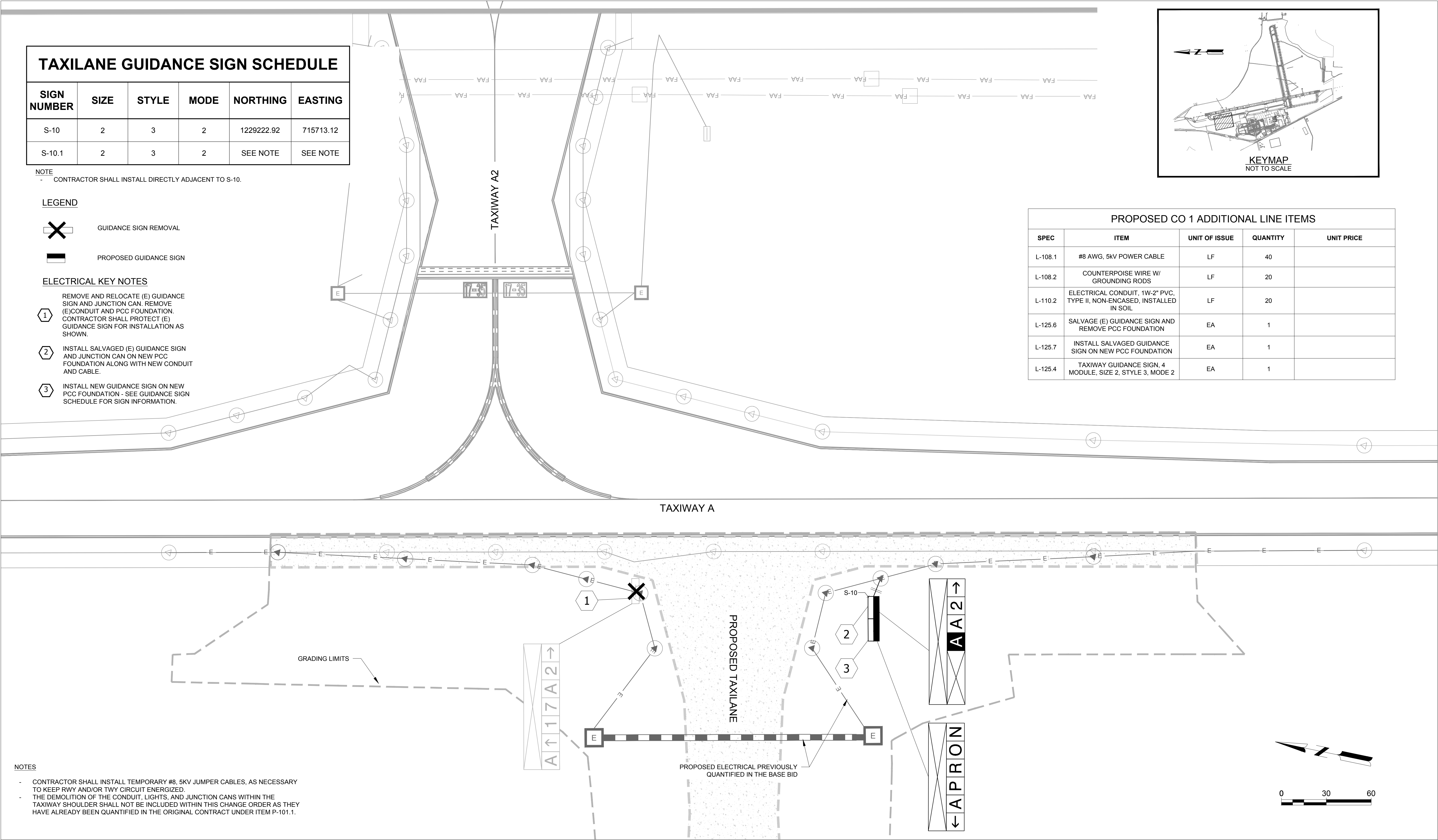
REMOVE AND RELOCATE (E) GUIDANCE SIGN AND JUNCTION CAN. REMOVE (E)CONDUIT AND PCC FOUNDATION. CONTRACTOR SHALL PROTECT (E) GUIDANCE SIGN FOR INSTALLATION AS SHOWN.
- 2

INSTALL SALVAGED (E) GUIDANCE SIGN AND JUNCTION CAN ON NEW PCC FOUNDATION ALONG WITH NEW CONDUIT AND CABLE.
- 3

INSTALL NEW GUIDANCE SIGN ON NEW PCC FOUNDATION - SEE GUIDANCE SIGN SCHEDULE FOR SIGN INFORMATION.



PROPOSED CO 1 ADDITIONAL LINE ITEMS				
SPEC	ITEM	UNIT OF ISSUE	QUANTITY	UNIT PRICE
L-108.1	#8 AWG, 5KV POWER CABLE	LF	40	
L-108.2	COUNTERPOISE WIRE W/ GROUNDING RODS	LF	20	
L-110.2	ELECTRICAL CONDUIT, 1W-2" PVC, TYPE II, NON-ENCASED, INSTALLED IN SOIL	LF	20	
L-125.6	SALVAGE (E) GUIDANCE SIGN AND REMOVE PCC FOUNDATION	EA	1	
L-125.7	INSTALL SALVAGED GUIDANCE SIGN ON NEW PCC FOUNDATION	EA	1	
L-125.4	TAXIWAY GUIDANCE SIGN, 4 MODULE, SIZE 2, STYLE 3, MODE 2	EA	1	



- NOTES
- CONTRACTOR SHALL INSTALL TEMPORARY #8, 5KV JUMPER CABLES, AS NECESSARY TO KEEP RWY AND/OR TWY CIRCUIT ENERGIZED.
 - THE DEMOLITION OF THE CONDUIT, LIGHTS, AND JUNCTION CANS WITHIN THE TAXIWAY SHOULDER SHALL NOT BE INCLUDED WITHIN THIS CHANGE ORDER AS THEY HAVE ALREADY BEEN QUANTIFIED IN THE ORIGINAL CONTRACT UNDER ITEM P-101.1.

AUGUSTA REGIONAL AIRPORT
1501 AVIATION WAY
AUGUSTA, GA
HANGAR N1 RAMP & TAXILANE
AIP NO. 3-13-0011-045-2020
0119700-202061.03
1/12/2023

CHANGE ORDER 1 - RELOCATE (E) TAXIWAY A GUIDANCE SIGN ON NEW PCC BASE AND INSTALL NEW GUIDANCE SIGN ON NEW PCC BASE



Commission Meeting

May 16, 2023

Standard Aero Ramp Rehabilitation, Base Bid – Contract Change Order #1

Department:	Augusta Regional Airport
Presenter:	Herbert Judon
Caption:	Motion to approve Change Order #1 to Contract with ER Snell Contracting, Inc for a total increase of \$78,811.55 for Standard Aero Ramp Rehabilitation, Base Bid. Approved by the Augusta Aviation Commission on March 30, 2023. (PO #22ARA159) (Approved by Public Services Committee May 9, 2023)
Background:	<p>ER Snell Contracting Inc. is currently contracted to construct the Standard Aero Ramp Rehabilitation (Base Bid) project. This requested Change Order #1 includes costs for the additional waterline associated with the relocation of the proposed new hydrant at the Aircraft Rescue and Firefighting (ARFF) as well as the additional costs associated with the emergency sanitary sewer pipe replacement.</p> <p>During the installation of the new 6” waterline and hydrant associated with the project at the ARFF, a request was made by the Sponsor (AGS) and Standard Aero to relocate the hydrant to the opposite side of the building. This request was made to better serve the ARFF and remove any potential obstruction within the area where Standard Aero currently tugs aircraft between their facility at the ARFF. The costs included in this change order as part of the relocation of the hydrant are per the construction of an additional 60’ of 6” ductile iron pipe and all associated work items. The costs for this scope of work are per the contract.</p>
Analysis:	<p>During work within the limits of Work Area 1 of the project, existing clay sanitary sewer pipe was discovered once all excavation was complete. Once exposed it was determined to be indeed clay and appeared to have been patched/repared in the past. During construction operations, vibrations from the equipment caused a portion of the clay pipe to break. At this time, it was determined that the best way to move forward to address the break and inadequate pipe was to replace the entirety of the sanitary sewer pipe within the project limits. Because of the emergency nature of this repair, the contractor requested additional mobilization as part of these efforts.</p> <p>The original contract value for Independence Excavating was \$2,102,033.60.</p>
Financial Impact:	This project is funded through the Coronavirus Aid, Relief, and Economic Security (CARES) Act.
Alternatives:	To deny.

Recommendation: Recommend Approval. Approved by the Augusta Aviation Commission on March 30, 2023.

Funds are available in the following accounts: 551081118-5412110

REVIEWED AND N/A
APPROVED BY:

CONTRACT CHANGE ORDER NO. 1

Item 15.

AIRPORT Augusta Regional Airport **Date** March 30, 2023
LOCATION Augusta, GA **AIP No.** 3-13-0011-054-2022
PROJECT Construct Standard Aero Ramp Rehabilitation – 0119700-202062.03 **CONTRACTOR** ER Snell Contracting, Inc.

You are requested to perform the following described work upon receipt of an approved copy of this document or as directed by the engineer.

Item No.	Bid Alternate	Description	Unit	Unit Price	Quantity	Amount
Extra Work – Base Bid						
C-105.1	Base	Mobilization, Cleanup, and Demobilization	LS	\$10,341.70	1	\$10,341.70
P-101.1	Base	Asphalt Concrete Pavement Removal, Full Depth, Off Site	SY	\$12.50	27	\$337.50
P-152.1	Base	Unclassified Excavation, Dispose Off-Site	CY	\$41.75	40	\$1,670.00
P-401.1	Base	Asphalt Concrete Surface Course	TON	\$193.00	4	\$860.01
331000.1a	Base	6" Restrained Joint, eDuctile Iron Pipe	LF	\$145.00	60	\$8,700.00
333000.1a	Base	6" Ductile Iron Pipe, P401, Lined Sewer Main	LF	\$145.04	240	\$34,809.60
333000.1b	Base	4" PVC Sewer Service	LF	\$48.35	140	\$6,769.00
333000.1c	Base	Cleanout Assembly	EA	\$976.46	3	\$2,926.38
333000.1d	Base	Aggregate Stone Bedding for Sanitary Sewer	TON	\$49.57	60	\$2,974.20
333000.1e	Base	Connect to Existing Sanitary Sewer Main	EA	\$2,650.23	2	\$5,300.46
333000.1f	Base	Connect to Existing Sanitary Sewer Service	EA	\$2,061.35	2	\$4,122.70
This Change Order Total						\$78,811.55
This Change Order Calendar Day Additions (Deletions)						0
Previous Change Order(s) Total						\$0.00
Previous Change Order(s) Calendar Day Additions (Deletions)						0
Original Contract Total						\$2,102,033.60
Original Contract Calendar Day Count Total						180
Revised Contract Total						\$2,180,845.15
Revised Contract Calendar Day Count Total						180

The time provided for completion in the contract is unchanged (~~decreased~~) (~~increased~~) by **0 calendar days**. This document shall become the First Amendment to the contract and all provisions of the contract will apply.

Recommended by: Edwin J Scott, Jr., PE, Engineer (Mead & Hunt, Inc.) **Date**

Approved by: Dan Troutman, Chairman (Augusta Aviation Commission) **Date**

Accepted by: Contractor (ER Snell Contracting, Inc.) **Date**

AIP NO. 3-13-0011-054-2022 **CHANGE ORDER NO.** 1

AIRPORT Augusta Regional Airport (AGS) **LOCATION** Augusta, GA

1. Brief description of the proposed contract Amendment and location(s).

Quantity Adjustments:

N/A

Extra Work/New Bid Item:

There are several items that were erroneously not included in the original bid or extra items not included in the original bid that will be necessary to complete the approved project scope. These items include:

- **C-105.1 Mobilization, Cleanup, and Demobilization:** Contractor mobilization outside the original constraints of the project's scope in order to make necessary emergency Sanitary Sewer repair/replacements within project limits.
- **P-101.1 Asphalt Concrete Pavement Removal, Full Depth, Off Site:** Additional asphalt pavement removal in order to revise location of proposed fire hydrant at ARFF per Sponsor's request.
- **P-152.1 Unclassified Excavation, Dispose Off Site:** Additional unclassified excavation in order to revise location of proposed fire hydrant at ARFF per Sponsor's request.
- **P-401.1 Asphalt Concrete Surface Course:** Additional asphalt pavement in order to revise location of proposed fire hydrant at ARFF per Sponsor's request.
- **331000.1a 6" Restrained Joint, eDuctile Iron Pipe:** Additional ductile iron pipe for 6" water line in order to revise location of proposed fire hydrant at ARFF per Sponsor's request.
- **333000.1a 6" Ductile Iron Pipe, P401, Lined Sewer Main:** 6" Lined Sewer main in order to make necessary emergency Sanitary Sewer repair/replacements within project limits.
- **333000.1b 4" PVC Sewer Service:** 4" PVC sewer service in order to make necessary emergency Sanitary Sewer repair/replacements within project limits.
- **333000.1c Cleanout Assembly:** Cleanout assemblies as part of the overall sanitary sewer work to make necessary emergency Sanitary Sewer repair/replacements within project limits.
- **333000.1d Aggregate Stone Bedding for Sanitary Sewer:** Stone bedding as part of the overall sanitary sewer work to make necessary emergency Sanitary Sewer repair/replacements within project limits.
- **333000.1e Connect to Existing Sanitary Sewer Main:** Necessary connections to existing sanitary sewer main as part of the overall sanitary sewer work to make necessary emergency Sanitary Sewer repair/replacements within project limits.
- **333000.1f Connect to Existing Sanitary Sewer Service:** Necessary connections to existing sanitary sewer service as part of the overall sanitary sewer work to make necessary emergency Sanitary Sewer repair/replacements within project limits.

New Construction Specifications:

N/A

Revised Construction Specifications

N/A

2. Reason(s) for the change(s) *(Continue on reverse if necessary)*

C-105.1 Mobilization, Cleanup, and Demobilization – During work within Work Area 1 of the Standard Aero Ramp rehabilitation project, existing sanitary sewer pipe was discovered once all excavation was completed prior to placing the aggregate base course. The existing sewer line was clay and appeared to have had repairs completed in the past. During construction operations, vibrations from equipment caused a portion of the clay pipe to break. At this time, it was determined between the Sponsor, Contractor, and Consultant that the best way to move forward to address the break and inadequate pipe material was to replace the entirety of the sanitary sewer pipe within the project limits. This additional mobilization was requested by the Contractor in order to address the emergency and includes all work required to make the sanitary repair. This line item includes but is not limited to the additional mobilization of men and equipment to the site along with labor and overhead associated with the work falling outside of normal working hours and the overall project schedule.

P-101.1 Asphalt Concrete Pavement Removal, Full Depth, Off Site – During the installation of the new 6” waterline and hydrant at the ARFF associated with the project, a request was made by the Sponsor and Tenant at Standard Aero to relocate the hydrant to the opposite corner of the building. This request was made in order to better serve the ARFF and remove any potential obstructions within the area where Standard Aero tugs aircraft. The additional asphalt demolition includes the area along the 60’ of additional 6” water line.

P-152.1 Unclassified Excavation, Dispose Off Site – During the installation of the new 6” waterline and hydrant at the ARFF associated with the project, a request was made by the Sponsor and Tenant at Standard Aero to relocate the hydrant to the opposite corner of the building. This request was made in order to better serve the ARFF and remove any potential obstructions within the area where Standard Aero tugs aircraft. The additional unclassified excavation includes extra material produced when constructing the 60’ of additional 6” water line.

P-401.1 Asphalt Concrete Surface Course – During the installation of the new 6” waterline and hydrant at the ARFF associated with the project, a request was made by the Sponsor and Tenant at Standard Aero to relocate the hydrant to the opposite corner of the building. This request was made in order to better serve the ARFF and remove any potential obstructions within the area where Standard Aero tugs aircraft. The additional asphalt includes the extra new pavement along the 60’ of additional 6” water line.

331000.1a 6” Restrained Joint, eDuctile Iron Pipe – During the installation of the new 6” waterline and hydrant at the ARFF associated with the project, a request was made by the Sponsor and Tenant at Standard Aero to relocate the hydrant to the opposite corner of the building. This request was made in order to better serve the ARFF and remove any potential obstructions within the area where Standard Aero tugs aircraft. The additional 6” ductile pipe the extra pipe associate with the 60’ of additional 6” water line.

333000.1a 6” Ductile Iron Pipe, P401, Lined Sewer Main – During work within Work Area 1 of the Standard Aero Ramp rehabilitation project, existing sanitary sewer pipe was discovered once all excavation was completed prior to placing the aggregate base course. The existing sewer line was clay and appeared to have had repairs completed in the past. During construction operations, vibrations from equipment caused a portion of the clay pipe to break. At this time, it was determined between the Sponsor, Contractor, and Consultant that the best way to move forward to address the break and inadequate pipe material was to replace the entirety of the sanitary sewer pipe within the project limits. This new 6” ductile iron lined sewer main is required to make the sanitary sewer repair/replacement of the existing clay pipe. This line item includes the additional pipe necessary to complete the work.

333000.1b 4” PVC Sewer Service – During work within Work Area 1 of the Standard Aero Ramp rehabilitation project, existing sanitary sewer pipe was discovered once all excavation was completed prior to placing the aggregate base course. The existing sewer line was clay and appeared to have had repairs completed in the past. During construction operations, vibrations from equipment caused a portion of the clay pipe to break. At this time, it was determined between the Sponsor, Contractor, and Consultant that the best way to move forward to address the break and inadequate pipe material was to replace the entirety of the sanitary sewer pipe within the project limits. This new 4” PVC sewer service line item is required to make the sanitary sewer repair/replacement of the existing clay pipe and connect to the existing services coming from the ARFF and ATCT. This line item includes the additional pipe necessary to complete the work.

333000.1c Cleanout Assembly – During work within Work Area 1 of the Standard Aero Ramp rehabilitation project, existing sanitary sewer pipe was discovered once all excavation was completed prior to placing the aggregate base course. The existing sewer line was clay and appeared to have had repairs completed in the past. During construction operations, vibrations from equipment caused a portion of the clay pipe to break. At this time, it was determined between the Sponsor, Contractor, and Consultant that the best way to move forward to address the break and inadequate pipe material was to replace the entirety of the sanitary sewer pipe within the project limits. The new cleanout assembly line item is required as part of the overall sanitary sewer repair/replacement. This line item includes the cleanout assemblies at pipe junctions in order to complete the work and provide ease of access in the future.

333000.1d Aggregate Stone Bedding for Sanitary Sewer – During work within Work Area 1 of the Standard Aero Ramp rehabilitation project, existing sanitary sewer pipe was discovered once all excavation was completed prior to placing the aggregate base course. The existing sewer line was clay and appeared to have had repairs completed in the past. During construction operations, vibrations from equipment caused a portion of the clay pipe to break. At this time,

it was determined between the Sponsor, Contractor, and Consultant that the best way to move forward to address the break and inadequate pipe material was to replace the entirety of the sanitary sewer pipe within the project limits. This additional aggregate bedding is required to make the sanitary sewer repair/replacement of the existing clay pipe. This line item includes the pipe bedding necessary to complete the work.

333000.1e Connect to Existing Sanitary Sewer Main - During work within Work Area 1 of the Standard Aero Ramp rehabilitation project, existing sanitary sewer pipe was discovered once all excavation was completed prior to placing the aggregate base course. The existing sewer line was clay and appeared to have had repairs completed in the past. During construction operations, vibrations from equipment caused a portion of the clay pipe to break. At this time, it was determined between the Sponsor, Contractor, and Consultant that the best way to move forward to address the break and inadequate pipe material was to replace the entirety of the sanitary sewer pipe within the project limits. The connection of the new sanitary sewer main to the existing main is required to make the sanitary sewer repair/replacement of the existing clay pipe. This line item includes making any connections to the existing main at the project limits.

333000.1f Connect to Existing Sanitary Sewer Service - During work within Work Area 1 of the Standard Aero Ramp rehabilitation project, existing sanitary sewer pipe was discovered once all excavation was completed prior to placing the aggregate base course. The existing sewer line was clay and appeared to have had repairs completed in the past. During construction operations, vibrations from equipment caused a portion of the clay pipe to break. At this time, it was determined between the Sponsor, Contractor, and Consultant that the best way to move forward to address the break and inadequate pipe material was to replace the entirety of the sanitary sewer pipe within the project limits. The connection of the new sanitary sewer service to the existing service is required to make the sanitary sewer repair/replacement of the existing clay pipe. This line item includes making any connections to the existing service(s) at the project limits.

3. The Sponsor's share of this cost is available from:

NA

4. If this is a supplemental agreement involving more than \$2,000, is the cost estimate based on the latest wage rate decision? Yes ☐ No ☐ Not Applicable ☒

5. Has consent of surety been obtained? Yes ☐ Not Necessary ☒

6. Will this change affect the insurance coverage? Yes ☐ No ☒

7. If yes, will the policies be extended? Yes ☐ No ☐ Not Applicable ☒

8. Has this Change Order been discussed with FAA officials? Yes ☒ No ☐

When: 3/30/2023

With Whom: Mrs. Laura Breeding

Comment(s):

Augusta Regional Airport
Standard Aero Ramp Rehab (Base Bid)
CARES #: 3-13-0011-045-2020

Progress Payment Application: CCO #1
 For Period Ending: -

CCO No.	Spec.	Description	Unit of Issue	Quantity	Unit Price	Extended Price	Approved Quantity	Approved Amount	Quantity to Date	Amount to Date
1	C-105.1	Mobilization, Cleanup, and Demobilization	LS	1	\$ 10,341.70	\$ 10,341.70		\$ -	0.0	\$ -
1	P-101.1	Asphalt Concrete Pavement Removal, Full Depth, Off Site	SY	27	\$ 12.50	\$ 337.50		\$ -	0.0	\$ -
1	P-152.1	Unclassified Excavation/Dispose Off Site	CY	40	\$ 41.75	\$ 1,670.00		\$ -	0.0	\$ -
1	P-401.1	Asphalt Concrete Surface Course	TON	4	\$ 193.00	\$ 860.01		\$ -	0.0	\$ -
1	331000.1a	6" Restrained Joint, eDuctile Iron Pipe	LF	60	\$ 145.00	\$ 8,700.00		\$ -	0.0	\$ -
1	333000.1a	6" Ductile Iron Pipe, P401, Lined Sewer Main	LF	240	\$ 145.04	\$ 34,809.60		\$ -	0.0	\$ -
1	333000.1b	4" PVC Sewer Service	LF	140	\$ 48.35	\$ 6,769.00		\$ -	0.0	\$ -
1	333000.1c	Cleanout Assembly	EA	3	\$ 975.46	\$ 2,926.38		\$ -	0.0	\$ -
1	333000.1d	Aggregate Stone Bedding for Sanitary Sewer	TON	60	\$ 49.57	\$ 2,974.20		\$ -	0.0	\$ -
1	333000.1e	Connect to Existing Sanitary Sewer Main	EA	2	\$ 2,650.23	\$ 5,300.46		\$ -	0.0	\$ -
1	333000.1f	Connect to Existing Sanitary Sewer Service	EA	2	\$ 2,061.35	\$ 4,122.70		\$ -	0.0	\$ -
Subtotal						\$78,811.55		\$0.00	0	\$0.00

3/16/2023 11:52:52 AM
X:\171702\202062\ADMIN\3\00 CC\CO 1 HYDRANT RELOCATION.DWG



AUGUSTA REGIONAL AIRPORT
1501 AVIATION WAY
AUGUSTA, GA
REHABILITATION OF THE STANDARD AERO RAMP
CARES NO.: 3-13-0011-045-2020
0119700-202062.03
1/31/2023

STANDARD AERO RAMP REHABILITATION - CHANGE ORDER #1



EXHIBIT 1.1



DATE: February 21, 2023

TO: E.R. Snell Contractor, Inc.

Attn. Dustin Daniel

1785 Oak Road

Snellville, GA

FROM: Ashlind Contracting Corporation

P.O. Box 758

Washington, Georgia 30673

PROJECT: AGS Aero Ramp

Change Order #1 - Sanitary Sewer Improvemnants

Description	Quantity	Unit Price	Total
Connect to Ex. Sewer Main	2.00 EA	\$2,650.23	\$5,300.46
Connect to Ex. Sewer Service	2.00 EA	\$2,061.35	\$4,122.69
6" DIP P401 Lined Sewer Main	240.00 LF	\$145.04	\$34,809.53
4" PVC Sewer Service	140.00 LF	\$48.35	\$6,769.69
Cleanout Assembly	3.00 EA	\$975.46	\$2,926.38
Stone Bedding	60.00 TN	\$49.57	\$2,974.14
Net Change To Contract Amount:			\$56,902.89

Notes:

1. No removal or disposal of unsuitable soils included in bid.
2. No import of select fill material included in bid.
3. Stone bedding per Richmond county detail.

Ashlind Contracting Corporation

BY: 

TITLE: Project Manager



ASHLINDCONTRACTING.COM

P.O. BOX 758 | WASHINGTON, GA 30673



Commission Meeting

May 16, 2023

2023 Transportation Security Clearinghouse Services Agreement

Department:	Augusta Regional Airport
Presenter:	Herbert Judon
Caption:	Motion to approve the 2023 Transportation Security Clearinghouse Services Agreement. Approved by the Augusta Aviation Commission on April 27, 2023. (Approved by Public Services Committee May 9, 2023).
Background:	The Clearinghouse provides services to the Airport which includes a management system (Geo-Fencing) to track and monitor application-based commercial ground transportation (Transportation Network Companies such as Uber and Lyft).
Analysis:	The system provides the Airport with real time data of these companies when they are operating on Airport property. The term of the contract is 24 months, and automatically renews for additional twelve (12) month periods but shall not exceed five (5) years.
Financial Impact:	The Transportation Security Clearinghouse will retain 5% of each \$2.00 trip fee. The balance of the trip fees will be retained as Airport operating revenue.
Alternatives:	To deny.
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on April 27, 2023.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**TRANSPORTATION SECURITY CLEARINGHOUSE SERVICES
AGREEMENT BETWEEN AUGUSTA, GEORGIA AND**

This TRANSPORTATION SECURITY CLEARINGHOUSE SERVICES AGREEMENT (“Agreement”) is made and entered into as of _____, 2023 (the “Effective Date”) by and between the Airport Research and Development Foundation’s Transportation Security Clearinghouse (“Clearinghouse”) and Augusta, Georgia, a political subdivision of the State of Georgia, by and through its Augusta Aviation Commission (“Airport”), who, intending to be legally bound, hereby agree as follows:

Recitals:

WHEREAS, Airport desires to obtain the Clearinghouse’s services for a management system to track and monitor application-based commercial ground transportation transacting business to, on, or from Airport property;

WHEREAS, the Clearinghouse desires to provide such services to Airport; and

WHEREAS, Airport and Clearinghouse desire to set forth the terms and conditions pursuant to which the Clearinghouse shall provide to Airport, and Airport shall acquire from Clearinghouse, such services.

NOW THEREFORE, in consideration of the foregoing, of the mutual covenants set forth in this Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties do mutually agree as follows:

I. DEFINITIONS

Application-Based Commercial Ground Transportation (ABCT):

Transportation to, on, or from an airport for compensation using an online-enabled application (“app”) or technology-based platform to connect passengers with drivers.

Application-Based Commercial Ground Transportation Provider (“ABCT-Provider”): A business entity that provides ABCT services to, on, or from one or more airports. The parties acknowledge and agree that ABCT Provider is a generic term and includes but may not be limited to what some states refer to as Transportation Network Companies (TNCs) and for what other government entities or regulatory bodies may identify in other ways.

Application-Based Commercial Ground Transportation Operating Permit (“ABCT Permit”): Each permit or other form of arrangement entered into between an airport and an ABCT Provider which authorizes such Provider to provide ground transportation services to, on, or from an airport, as any such instrument may be amended from time to time.

II. CLEARINGHOUSE SERVICES

The Airport desires that the Clearinghouse provide services to Airport which includes a management system to track and monitor application-based commercial ground transportation transacting business to, on, or from Airport property to the Airport, described further below.

The following is a description of services (referred to as “Services” under the Agreement) necessary to maintain and support the Airport’s ABCT Permits. The Clearinghouse shall perform the Services with respect to each ABCT Provider as designated in writing by the Airport to the Clearinghouse during the term of this Agreement (collectively, the “Designated ABCT Providers”).

A. Data Collection and Storage. For each “ABCT Driver,” the Clearinghouse shall obtain the “Required Data” upon each of the “Triggering Events.”

1. ABCT Driver. An individual who has been approved by a Designated ABCT Provider to transport passengers using a Designated ABCT Provider’s online-enabled application where such driver is within the Airport Geo-Fence by reason of the driver’s relationship with a Designated ABCT Provider, regardless of whether the driver is carrying a passenger. The term “Geo-Fence” is a polygon whose points are geographic coordinates on Airport property designated by the Airport (as may be amended by the Airport from time to time) pursuant to the Airport’s ABCT Permits with Designated ABCT Providers.

2. Required Data:

- a. transaction type (i.e., entry, exit, drop-off, pick-up);
- b. ABCT Provider identification;
- c. date;
- d. time;
- e. geographical location;
- f. unique driver identifier;
- g. vehicle license plate number; and
- h. number of active rides in the vehicle following the triggering event (based on a value of “0” (no active rides) or “1” (active ride)).

3. Triggering Events:

- a. upon entry into the Geo-Fence;
- b. upon completion of a passenger drop-off within the Geo-Fence
- c. upon pick-up of a passenger within the Geo-Fence; and
- d. upon exit of the Geo-Fence

B. ABCT Permit Fees Collection; Payment.

1. ABCT Permit Fees Collection. The Clearinghouse shall establish procedures for billing and collection with each Designated ABCT Provider consistent with the Airport's ABCT Permits. Within thirty (30) days of the close of each calendar month, the Clearinghouse shall invoice each Designated ABCT Provider for the fees owed under the Airport's ABCT Permits for the previous calendar month ("ABCT Permit Fees"), which ABCT Permit Fees shall be consistent with the Required Data received by the Clearinghouse for such month.

2. ABCT Permit Fees Payment. Within thirty (30) days of the invoicing deadline outlined above, the Clearinghouse shall pay to the Airport the ABCT Permit Fees collected and received by the Clearinghouse from all Designated ABCT Providers for the calendar month invoiced, minus the Clearinghouse Fees outlined in section 3.1, which amounts shall be consistent with each Designated ABCT Provider's payment obligations under its respective ABCT Permit with the Airport and the Required Data received by the Clearinghouse.

III. PAYMENT

Fee Payment. In full payment for the Services provided, the Clearinghouse will retain five percent (5%) of the moneys collected and received by the Clearinghouse from the ABCT Providers to be paid to the Airport. The Clearinghouse Services fee will be retained on a monthly basis, within thirty (30) days after the invoicing deadline outlined in Section 2.B.1.

IV. TERM AND TERMINATION

A. Term. The term of this Agreement shall be effective from the date of signature and unless earlier terminated pursuant to Section 4.2 or 4.3, it shall continue for an initial term of twenty-four (24) months. This Agreement shall comply with O.C.G.A. §36-60-13, as amended, regarding multi-year agreements and shall terminate absolutely and without further obligation on the part of the county at the close of the calendar or fiscal year in which it was executed and at the close of each succeeding calendar or fiscal year for which it may be renewed as provided in this Code section. After the initial term, the Agreement shall automatically renew for additional twelve (12) month periods unless otherwise determined by mutual agreement of the parties, but shall not exceed five (5) years.

B. Termination.

1. Termination for Default. This Agreement may be terminated by either party in the event that the other party has not performed any material obligation or has otherwise breached any material term of this Agreement upon the expiration of thirty (30) days (or any longer cure period authorized by the non-breaching party with respect to any individual breach) after receipt of written notice thereof if the breach or nonperformance has not then been cured.

2. Termination by Airport. This Contract shall be subject to termination by the Airport at any time in the opinion of the Airport the Clearinghouse fails to carry out the Contract provisions of any one or more of the following events:

- a. The default by the Clearinghouse in the performance of any of the terms, covenants or conditions of the Contract, and/or the failure of the Clearinghouse to remedy, or undertake to remedy with sufficient forces and to the Airport's reasonable satisfaction. The Airport shall provide the Clearinghouse with notice of any conditions which violate or endanger the performance of the Contract. If after such notice the Clearinghouse fails to remedy such conditions within twenty (20) days to the satisfaction of the Airport, the Airport may exercise its option in writing to terminate the Contract without further notice to the Clearinghouse and order the Clearinghouse to stop providing services immediately.
- b. The Clearinghouse files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of the Clearinghouse and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
- c. the Clearinghouse's failure to provide services according to the specifications contained herein.
- d. the Clearinghouse's failure to keep, perform, or observe any other term or condition of this Contract.
- e. the Clearinghouse's performance of the Contract is unreasonably delayed.
- f. The Airport reserves the right to terminate this Contract if the services provided under this Contract do not meet or exceed existing industry standards. The Airport reserves the right to make the final determination as to the quality of services.

3. Termination for Convenience

The Airport may terminate this contract in whole or in part at any time by providing written notice to the Clearinghouse. Such action may be without cause and without prejudice to any other right or remedy of Airport.

4. Action upon Termination. Upon expiration or earlier termination of the Agreement, the Clearinghouse shall provide to Airport a final accounting, including but not limited to, all uninvoiced amounts.

V. REPRESENTATIONS AND WARRANTIES

A. By the Clearinghouse. The Clearinghouse hereby represents and warrants to Airport as follows:

1. Authorization and Binding Obligation. The Clearinghouse has full corporate power and authority to enter into, deliver and perform fully its obligations under this Agreement. This Agreement has been fully executed and delivered by the Clearinghouse, and constitutes the legal, valid and binding obligation of the Clearinghouse, enforceable against it in accordance with its terms.

2. No Conflict. The execution, delivery and performance by the Clearinghouse of its obligations under this Agreement do not knowingly conflict with, result in a breach of or require any consent under the charter or bylaws of the Clearinghouse or any applicable law or regulation, any order, writ, injunction or decree of any court or governmental authority or agency, or any agreement or instrument to which the Clearinghouse is a party or by which it is bound or to which it subject, or constitute a default under such agreement or instrument.

B. By Airport. Airport hereby represents and warrants to the Clearinghouse as follows:

1. Authorization and Binding Obligation. Airport has full corporate power and authority to enter into, deliver and perform fully its obligations under this Agreement. This Agreement has been duly executed and delivered by Airport and constitutes the legal, valid and binding obligation thereof, enforceable against Airport in accordance with its terms.

2. No Conflict. The execution, delivery and performance by Airport of its obligations under this Agreement do not conflict with, result in a breach of or require any consent under, the charter or bylaws of Airport or any applicable law or regulation, or any order, writ, injunction or decree of any court or governmental authority or agency, or any agreement or instrument to which Airport is a party, or by which it is bound or to which it is subject, or constitute a default under any such agreement or instrument.

VI. CONFIDENTIALITY

A. Confidentiality. The Parties acknowledge that all records relating to this Agreement may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70 et seq.). The parties shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law. Each party shall immediately notify the other of any request made under the Open Records Act, and

shall furnish a copy of the request and the response to such request. Each party shall maintain in strict confidence, and agrees not to disclose to any third party, except as necessary for the performance of this Agreement when authorized by the other party in writing, Confidential Information that one party receives (“Recipient”) from disclosing party (“Discloser”). “Confidential Information” means all non-public information of a competitively sensitive nature concerning the disclosing party, including, but not limited to: (a) software, data, and information regarding services, systems or products; (b) processes, procedures, operations, engineering or technology; (c) present product lines, including without limitation, their design, manufacture, marketing, quality control, costs, configurations and uses for such products, as well as the aforementioned information related to products which are the subject of either party’s research and development; (d) customer lists, customer information, business plans or data, sales volumes, profitability figures, financial information or other economic or business information; or (e) any efforts undertaken by either party on behalf of their members or customers.

B. Exceptions. Confidential Information does not include: information that is or subsequently may come within the knowledge of the public generally through no fault of Recipient; information that Recipient can show was previously known to it as a matter of record at the time of receipt; information that Recipient may subsequently obtain lawfully from a third party who has lawfully obtained the information free of any confidentiality obligations; or information that Recipient may subsequently develop as a matter of record, independently of disclosure by Discloser.

C. Duration. With respect to Confidential Information not constituting a trade secret, this Agreement shall remain in full force and effect for a period of three (3) years; with respect to Confidential Information constituting a trade secret, this Agreement shall remain in full force and effect for so long as the Confidential Information constitutes a trade secret.

D. Injunctive Relief. Recipient acknowledges that disclosure of any Confidential Information by it or its employees will give rise to irreparable injury to Discloser or the owner of such information, not adequately compensated by damages. Accordingly, Discloser or such other party may seek and obtain injunctive relief against the breach or threatened breach of this Section, in addition to any other legal remedies, which may be available, without the requirement of posting bond.

VII. INTELLECTUAL PROPERTY RIGHTS

A. The Clearinghouse and Airport acknowledge that both parties and/or third parties retain all right, title and interest under applicable contractual, copyright, intellectual property, and related laws to their previously owned, developed or obtained intellectual property and any enhancements and modifications to same and in the databases and information contained therein used to provide either party’s products or services hereunder, and the parties shall use such materials consistent with such right, title and interest and notify the applicable party of any threatened or actual infringement

thereof.

B. The Clearinghouse retains all its previously owned, developed or obtained intellectual property. The Airport shall use the Clearinghouse's intellectual property with such rights as necessary to perform the functions of the Clearinghouse's Automated Integration Services, and notify the Clearinghouse of any threatened or actual infringement thereof.

C. In the event that development work is undertaken under this contract by the Clearinghouse, which specifically excludes all previously owned, developed or obtained intellectual property, then any such developed items shall be owned by the Clearinghouse.

D. Airport shall not, except as required by applicable law (and then only to that extent):

1. Reverse engineer, translate, disassemble, decompile the whole or any part of the Clearinghouse's service offering, solution or proprietary assets or otherwise attempt to access same;

2. Assign, transfer, sell, license, sub-license, lease, rent, charge or otherwise deal in or encumber the proprietary material of the Clearinghouse or use the proprietary material of the Clearinghouse on behalf of or for the benefit of any third party, or make available the same in any way whatsoever to any third party without the Clearinghouse's prior written consent in a fashion contrary to the terms of this Agreement;

3. Distribute, create derivative works of or modify proprietary material of the Clearinghouse in anyway, nor create or develop a competitive or similar offering to that of the Clearinghouse, nor use, copy, duplicate or display the proprietary material of Clearinghouse on a commercial or development basis except as expressly provided under an agreement.

VIII. DATA PROTECTION

The Clearinghouse is dedicated to protecting the Airport provided data and providing the Airport with the highest level of service.

Airport provided data, which includes personal information sent to the Clearinghouse, is not disclosed, made available or otherwise used for any purposes other than to perform the Services. Such information can be used for other purposes only with the data provider's express permission or as required to comply with applicable laws.

The Clearinghouse does not disclose the Airport provided information to companies outside the Clearinghouse and the Clearinghouse agents and subcontractors, except as required by law. The confidentiality of Airport information is an important part of the Clearinghouse's operations and a standard business practice.

IX. LIMITATION OF LIABILITY

Neither party shall be responsible for special, indirect or consequential damages. Nor shall either party be responsible for lost profits regardless of whether advised of such possibility.

X. MISCELLANEOUS

A. Relationship. This Agreement does not create any partnership, joint venture, franchisor-franchisee or employer-employee relationship between the parties hereto. Neither party hereto is granted any express or implied right or authority to bind the other party hereto in any manner whatsoever.

B. No Third Party Beneficiaries. There are no third-party beneficiaries entitled to enforce any provisions of this Agreement.

C. Entire Agreement. This Agreement, together with the Exhibits attached hereto, contains the entire agreement and understanding of the parties hereto with respect to the matters herein set forth, and all prior agreements, negotiations and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement.

D. Amendment. This Agreement may not be modified except in writing, signed by both of the parties hereto.

E. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to conflicts of law principles thereof.

F. Notices. All communications between the parties with respect to any of the provisions of this Agreement shall be in writing, and shall be sent by personal delivery or airmail, facsimile transmission, or other commercial means of rapid delivery, postage or costs of transmission and delivery prepaid, to:

If to the Clearinghouse, to:

Transportation Security Clearinghouse
601 Madison Street
Alexandria, VA 22314
Attn: Carter Morris
Tel.: (703) 824-0500
Fax: (703) 820-1395

If to Airport:

Executive Director
Augusta Regional Airport
1501 Aviation Way
Augusta, Georgia 30906

With Copy to: Augusta Law Department
Attn: General Counsel
535 Telfair Street, Building 3000
Augusta, Georgia 30901

or at such other address, such other person's attention, or such other facsimile number, as shall be specified by like notice.

G. Severability. In the event that any provision of this Agreement is declared by a court of competent jurisdiction or arbitration tribunal to be void or unenforceable, the parties hereto expressly agree that such void or unenforceable provision shall be deemed severed from this Agreement, and the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect to the extent feasible in the absence of the void and unenforceable provision. The parties furthermore agree to execute and deliver such amendatory contractual provisions to accomplish lawfully as nearly possible the goals and purposes of the provision so held to be void or unenforceable.

H. Waiver. Any party may waive compliance by the other party with any of the provisions of this Agreement. No waiver of any provision shall be construed as a waiver of any other provision or the same provision in a subsequent instance. Any waiver must be in writing.

I. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No assignment of this Agreement or of any contractual rights or obligations hereunder may be made by either party (by operation of law or otherwise) without the prior written consent of the other party hereto, which shall not be unreasonably withheld, and any attempted assignment without the required consent shall be null and void.

J. Cooperation. Each party hereto shall take all such steps and measures as may be requested by the other party hereto in order to effectuate the purposes of this Agreement.

K. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

L. Headings. The section headings and other descriptions contained in this Agreement are for reference purposes only and shall not affect any way the meaning or interpretation of this Agreement.

M. Further Assurances. Each party hereto shall do and perform or cause to be done and performed all further acts and things and shall execute and deliver all such other certificates, instruments and documents as any other party hereto reasonably may request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

N. Dispute Resolution. The parties shall make good faith efforts to first resolve internally any dispute under this Agreement by escalating it to higher levels of management. Any dispute, controversy, or claim arising out of, relating to, involving, or having any connection with this Agreement, shall be decided in the Superior Court of Richmond County, Georgia. The Clearinghouse, by executing this Agreement, specifically consents to venue in Richmond County and waives any right to contest the venue in the Superior Court of Richmond County, Georgia.

IN WITNESS WHEREOF, this Agreement has been duly executed by or on behalf of each of the parties hereto as of the date first above written.

TRANSPORTATION SECURITY CLEARINGHOUSE

By: Carter Morris

Title: Carter Morris, EVP

AUGUSTA AVIATION COMMISSION

By: _____

Title: _____

Attest: _____



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

May 2, 2023

Geri Sams, Procurement Director
Augusta, Georgia Procurement Department
535 Telfair Street, Suite 605
Augusta, GA 30901

Re: Augusta Regional Airport 2023 Transportation Security Clearinghouse Services Agreement

Dear Ms. Sams:

The American Association of Airport Executives (AAAE) is an organization dedicated to the aviation industry and advancing airport interests. AAAE's Transportation Security Clearinghouse is the only Designated Aviation Channeler (DAC) with more than a decade of airport experience. The Clearinghouse holds their own separate agreement with Uber and Lyft that allows them to pull data from their website/applications and collect information about pickups and drop-offs. They act as a check and balance between us, and the TNC/Rideshare companies and have their own internal auditing system as well. We have had a great working experience with them over the past 5 years and have had zero issues with their reports or getting the money collected from Uber/Lyft to us.

This year, since we were increasing our Uber/Lyft fees, (adding the \$2 drop-off fee) they had indicated that they were going to increase the percentage they keep for providing their services. However, since we have such a great relationship with them, they decided not to increase their fees and kept it at the 5% they have charged us since 2017, which greatly helps the airport in the amount of moneys collected since we have implemented an additional cost to Uber/Lyft users.

This Agreement was approved by the Augusta Aviation Commission at their regular meeting on April 27, 2023.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Tyler Good". The signature is written in a cursive, flowing style.

Tyler Good
Airport Operations Manager



Commission Meeting

May 16, 2023

Item Name: GDOT Transit Trust Fund Grant Program (TTFP)

Department: Augusta Transit

Presenter: Sharon Dottery

Caption: Motion to **approve** a grant award between the Georgia Department of Transportation (GDOT) and Augusta, Georgia for the GDOT Transit Trust Fund Program. (**Approved by Public Services Committee May 9, 2023**)

Background: The Georgia Department of Transportation Division of Intermodal (GDOT) is excited to announce the launch of a new transit program designed to enhance Georgia's transit network by providing state funding for transit projects. The **5307 Transit Trust Fund Program (TTFP)** is administered by GDOT and uses a population-based formula, based on 2020 Census data, to distribute state funding to Georgia's counties with existing transit service to further support public transportation across the state. TTFP funding is distributed to the agencies that provide public transportation for these counties. The grant is for a two (2) year period and funds are subject to annual appropriation and not guaranteed every year.

The GDOT Transit Trust Fund Program (TTFP) is funded by the Transit Trust Fund (TTF). During the 2020 legislative session, the Georgia General Assembly passed HB 105 (as codified at O.C.G.A. § 48-13-140) establishing fees on for-hire ground transport service, intended to fund transit projects within the State. During the 2021 legislative session, the Georgia General Assembly passed HB 511 (as codified at O.C.G.A. § 48-13-141) establishing the Georgia TTF as a separate fund in the State Treasury, with annual appropriations of for-hire ground transportation fees. The GDOT Commissioner is the trustee of the Georgia Transit Trust Fund.

Subsequently, in the FY2023 Budget, funds were appropriated to the GDOT TTF, to be dedicated for use by one or more transit providers to fund transit projects. The funds allocated by GDOT to the TTFP represent the balance remaining after GDOT (i) retains matching funds for FTA programs it administers (specifically FTA formula grant programs governed by 49 U.S.C. §§ 5303, 5304, 5307, 5311, and 5339), and for select Intermodal TTF projects, and (ii) coordinates with the Atlanta-region Transit Link Authority (The ATL) regarding directed appropriations.

Analysis: Augusta Transit has been awarded \$213,018 thru the GDOT Transit Trust Fund Program for the purchase of capital items. These funds will allow Transit to

purchase a much-needed ADA Paratransit vehicle, a micro-transit vehicle and update tablets.

Attached you will find the

Financial Impact: This grant is 100% funding. Federal \$213.018 State \$0.00 Local \$0.00
Grand Total **\$213,018.00**

Alternatives: Deny request.

Recommendation: Approve submission of the grant application.

Funds are N/A
available in the
following
accounts:

REVIEWED N/A
AND
APPROVED BY:

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

PR000437 TRANSIT FY2023 TRANSIT TRUST FUND PROGRAM 5307 CAPITAL GRANT

FY2023 Transit Trust Fund Program Grant (TTFP) between the Georgia Department of Transportation (GDOT) and Augusta, Georgia.
 Matching Funding required: Yes, 10% (or \$21,301.80) on Capital Expense. / Source of Match: GF in Transit Budget 2024 / EEO
 Required: No / EEO Dept. Notified: No

Start Date: 01/01/2024 End Date: 12/31/2026
 Submit Date: 04/06/2023 Department: 091 Transit Cash Match? Y
 Total Budgeted Amount: 213,018.00 Total Funding Agency: 191,716.20 Total Cash Match: 21,301.80

Sponsor: GM0013 US DOT
 Sponsor Type: PT Pass thru Federal
 Purpose: 20 Public Transit Flow Thru ID: GM0006 GDOT

Type	ID	Name	Contacts	Phone
I	GMI015	Dottery, Sharon		(706)821-1818

Approvals

Type	By	Date
FA	S. DOTTERY	04/05/2023

Dept. Signature: Sharon Dottery
 Grant Coordinator Signature: MDA 4/6/2023

- 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

Donna Williams 4-6-2023
 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

Shouse 4/11/23
 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.

**AGREEMENT BY AND BETWEEN
AUGUSTA-RICHMOND COUNTY
AND
GEORGIA DEPARTMENT OF TRANSPORTATION
FOR
TRANSIT TRUST FUND PROGRAM ALLOCATION**

THIS AGREEMENT FOR ALLOCATION OF FUNDS UNDER THE TRANSIT TRUST FUND PROGRAM ("Agreement"), effective as of _____ (the "Effective Date") is made by and between the AUGUSTA-RICHMOND COUNTY of the State of Georgia, and the Georgia Department of Transportation ("GDOT"), a public agency of the State of Georgia. AUGUSTA-RICHMOND COUNTY and GDOT may collectively be referred to as the "Parties" and individually as the "Party."

WHEREAS, during the 2020 legislative session, the Georgia General Assembly passed HB 105 (as codified at O.C.G.A. § 48-13-140) establishing fees on for-hire ground transport service, intended to fund transit projects within the State of Georgia ("State"); and

WHEREAS, during the 2021 legislative session, the Georgia General Assembly passed HB 511 (as codified at O.C.G.A. § 48-13-141) establishing a Georgia Transit Trust Fund ("TTF") as a separate fund in the State Treasury, with annual appropriations of for-hire ground transportation fees; and

WHEREAS, the GDOT Commissioner shall be the trustee of the Georgia Transit Trust Fund; and

WHEREAS, subsequently, in the FY2023 Budget, \$15,927,600.00 was appropriated to the GDOT TTF, to be dedicated for use by one or more transit providers to fund transit projects ("Program Funds"); and

WHEREAS, the funds allocated by GDOT to the Georgia Transit Trust Fund Program ("TTFP") represent the balance remaining after GDOT (i) retains matching funds for Federal Transit Administration ("FTA") programs it administers (specifically FTA formula grant programs governed by 49 U.S.C. §§ 5303, 5304, 5307, 5311, and 5339), and for select Intermodal TTF projects, and (ii) coordinates with the Atlanta-region Transit Link Authority ("The ATL") regarding directed appropriations; and

WHEREAS, the funds allocated by GDOT to the TTFP shall be distributed to counties with existing transit service using a population-based formula, excluding counties covered by The ATL, as reflected in the TTFP SFY2023 Annual County Allocations posted to the GDOT website, on the Division of Intermodal Transit Program page: <https://www.dot.ga.gov/GDOT/Pages/TTFP.aspx>; and

WHEREAS, a transit provider must submit an eligible use application that is approved and accepted by GDOT, for TTFP dollars ("TTFP Application"); and

WHEREAS, AUGUSTA-RICHMOND COUNTY submitted the TTFP Application for the Fiscal Year 2023, which was accepted by GDOT; and

WHEREAS, GDOT has agreed to transfer the amount of \$213,018.00 ("Transit Project(s) Amount") to the AUGUSTA-RICHMOND COUNTY in a certain manner; and

WHEREAS, AUGUSTA-RICHMOND COUNTY represents that it will expend the monies described herein for the purposes of funding transit projects as further described in the TTFP Application ("Transit Project(s)"), and pursuant to the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the covenants and agreements contained herein and other valuable consideration, the receipt and adequacy of which are hereby acknowledged by both Parties, the Parties agree as follows:

1. **TERM.** This Agreement shall begin on the Effective Date and shall continue for 24 months, unless AUGUSTA-RICHMOND COUNTY has expended or contractually obligated the entire Transit Project(s) Amount or completed the Transit Project(s) prior to the expiration of this 24-month term, or unless this Agreement is terminated earlier by the Parties (the "Term").
2. **ACCEPTANCE.** GDOT hereby makes and AUGUSTA-RICHMOND COUNTY hereby accepts the payment of \$213,018.00 for the funding of Transit Project(s) included on the TTFP Application attached hereto as Exhibit A and incorporated herein by reference, which funding will be additive and not supplant existing funds.

The maximum amount to be received by the AUGUSTA-RICHMOND COUNTY from GDOT is \$213,018.00.

AUGUSTA-RICHMOND COUNTY agrees that the Transit Project(s) Amount will not be used for expenses already incurred or paid before the Effective Date unless such expenses are expressly authorized in advance and in writing by GDOT.

3. **DEADLINES.** AUGUSTA-RICHMOND COUNTY must expend or contractually obligate the Transit Project(s) Amount no later than the end of the Term.
4. **TIME IS OF THE ESSENCE.** Time is of the essence for this Agreement.
5. **ACCOUNTABILITY.**
 - 5.1. Accounting. AUGUSTA-RICHMOND COUNTY will account for the Transit Project(s) Amount in accordance with generally accepted governmental accounting principles. AUGUSTA-RICHMOND COUNTY will also account for the Transit Project(s) Amount by keeping track of the application of the Transit Project(s) Amount to the Transit Project(s) to account for the receipt and expenditures in accordance with generally accepted accounting principles.
 - 5.2. Audit. AUGUSTA-RICHMOND COUNTY will cooperate with an audit request by GDOT either by the State Auditor or other officers of the State with power to conduct or request such audit. In its agreements with its recipients for the expenditure of the Transit Project(s) Amount, AUGUSTA-RICHMOND COUNTY will require such parties to allow and cooperate with such audits.
 - 5.3. Records Retention. AUGUSTA-RICHMOND COUNTY will maintain the records described in Section 5.1 and all other documents produced as a result of this Agreement in accordance with the Records Retention policy set forth by the Office of the Secretary of State.
 - 5.4. Written Agreements. Any expenditure or obligation of the Transit Project(s) Amount by AUGUSTA-RICHMOND COUNTY to a third party must be pursuant to a written agreement.

6. **PAYMENT.** GDOT shall make full payment to AUGUSTA-RICHMOND COUNTY of the Transit Project(s) Amount within thirty (30) days of receipt of an invoice from AUGUSTA-RICHMOND COUNTY. The related invoice template is attached hereto as Exhibit B. The Transit Project(s) Amount cannot be used for anything other than funding the Transit Project(s) identified in the TTFP Application. To the extent any portion of the Transit Project(s) Amount is used for anything other than the Transit Project(s) identified in the TTFP Application, AUGUSTA-RICHMOND COUNTY will immediately reimburse such funds to GDOT. The Statement of Project Expenditure (SOPE) form, attached hereto as Exhibit C, shall be completed and submitted by the AUGUSTA-RICHMOND COUNTY at GDOT's request and used to detail Transit Project(s) Amount expenditures and remaining balance (if any). The SOPE form shall be completed and submitted by the AUGUSTA-RICHMOND COUNTY upon completion of the Transit Project(s) and used to detail Transit Project(s) Amount expenditures and remaining balance (if any). At the end of the Term, if AUGUSTA-RICHMOND COUNTY has not obligated all of the Transit Project(s) Amount(s), all unexpended funds must be returned to GDOT. GDOT will provide AUGUSTA-RICHMOND COUNTY written notification to indicate approval of Transit Project(s) closeout and instructions on the return of unused funds, if applicable.
7. **CONFLICTS OF INTEREST.** AUGUSTA-RICHMOND COUNTY hereby attests that all of the officials of the AUGUSTA-RICHMOND COUNTY have certified and that its recipients will certify that they have not violated any applicable conflict of interest law under either state law (O.C.G.A. §§ 45-10-20 through 45-10-28) or any local ordinance, charter, rule or regulation and that they shall comply with the same throughout the Term of this Agreement.
8. **ENFORCEABLE AND LEGALLY BINDING ACTIONS.** By entering into this Agreement, AUGUSTA-RICHMOND COUNTY warrants and represents that it has complied with all laws applicable to its participation in the Agreement and makes the Agreement binding.
9. **PARTIES BOUND.** This Agreement will bind the respective heirs, executors, administrators, legal representatives, successors, and assigns of each Party.
10. **ASSIGNMENT.** AUGUSTA-RICHMOND COUNTY may not assign all or part of this Agreement to a third party without the prior written permission of GDOT, which may be granted or refused at the sole discretion of GDOT. Any assignment made in violation of this paragraph is hereby declared null and void.
11. **NOTICE.** Any notices, requests, demands, or other communications that may be required hereunder, shall be in writing and transmitted via hand delivery, overnight courier, or certified mail to the Parties at the respective addresses set forth below. Notices may also be sent by email provided that the recipient acknowledges receipt. Notices will be deemed to have been given when received unless otherwise noted in the Agreement.

AUGUSTA-RICHMOND COUNTY

Attn: Garnett L. JohnsonTitle: MayorPhone: 706-821-1831Email: mayorjohnson@augustaga.gov

Georgia Department of Transportation

Attn: Leigh Ann Trainer,

Title: Assistant Division Director

One Georgia Center, 600 W Peachtree NW

Atlanta, GA 30308

Phone: (404) 347-0597

Email: ltrainer@dot.ga.gov

12. **WAIVER AND SEVERABILITY.** The waiver by either Party of any breach of any provision in this Agreement shall not be deemed to be a waiver of such provision of any subsequent breach of the same or any other provision in this Agreement. Any such waiver must be in writing to be effective, and no such waiver shall establish a course of performance between the Parties contradictory to the terms hereof. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed so as to carry out the full intention of the Parties.
13. **RECITALS.** The recitals set forth in the beginning of this Agreement are true and correct and are hereby incorporated into this Agreement.
14. **SURVIVABILITY.** If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, or unenforceable by any court of competent jurisdiction, then the remaining portion of such provision and all other provisions of this Agreement shall survive and be applied, and any invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose, and intent as shall be permitted by law.
15. **GOVERNING LAW.** This Agreement shall be governed by Georgia law, without regard to its conflict of law provisions. Venue shall be exclusively in the Superior Court of Fulton County, Georgia, and the Parties consent to venue and jurisdiction in such court to the fullest extent permitted by law for any and all claims related to this Agreement.
16. **AUTHORITY/SIGNATURE.** The individual signing this Agreement on behalf of each Party represents and warrants that (s)he has the actual authority to sign this Agreement on behalf of such Party and to bind such Party to the terms and conditions of this Agreement.
17. **NO THIRD-PARTY BENEFICIARY.** Nothing herein shall be construed as conferring upon any person or entity, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
18. **COUNTERPARTS.** This Agreement may be executed in counterparts which, when taken together, will constitute one agreement. Copies of this Agreement will be equally binding as originals and faxed or scanned and emailed counterpart signatures will be sufficient to evidence execution.
19. **INTERPRETATION.** Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise require. Unless the context shall otherwise require, references to any Person or Party shall be deemed to include such Person's or Party's successors and permitted assigns. The

headings or titles of this Agreement, its sections and exhibits are for convenience of reference only and shall not define or limit its provisions. Unless the context shall otherwise require, all references to any resolution, contract, agreement, lease, or other documents shall be deemed to include any amendments or supplements to, or modifications or restatements or replacements of, such documents that are approved from time to time in accordance with the terms hereof.

20. **COMPLETE AGREEMENT.** This Agreement constitutes the entire understanding between the Parties with respect to the subject matter; all prior agreements, representations, statements, negotiations, and undertakings are superseded hereby.

IN WITNESS WHEREOF, the Parties have signed, sealed and delivered this Agreement as of the Effective Date.

AUGUSTA-RICHMOND COUNTY

Georgia Department of Transportation

By: _____ (SEAL)

Name: Garnett L. Johnson

Title: Mayor

By: _____

Title: Commissioner

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

Attest: _____

Title: Treasurer

Date: _____

Notary Public [NOTARY SEAL]

Name: _____

My Commission Expires: _____

**GEORGIA DEPARTMENT OF TRANSPORTATION ("GDOT")
TRANSIT TRUST FUND PROGRAM
FISCAL YEAR 2023 APPLICATION**

TRANSIT AGENCY AFFIDAVIT AND CERTIFICATION

I, Sharon Dottery (Name), the Transit Director (Title),

on behalf of Augusta Transit (Transit Agency), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. The Transit Agency swears and certifies that it has read and understands the Transit Trust Fund Program ("TTFP") General Guidelines and that it has complied with and will comply with the same.

The Transit Agency further swears and certifies that it has read and understands the provisions set forth in 2 CFR 200; Federal Transit Administration (FTA) Circular 5010.1E, Award Management; 9030.1E, Urbanized Area Formula Program; 9040.1G, Formula Grants for Rural Areas; 4220.1F, Third Party Contracting Guidance; the FTA Master Agreement; applicable portions of Federal Acquisition Regulations (FAR), including subpart 31.6; and Official Code of Georgia (O.C.G.A) §§ 32-9-1 through 32-9-3, 32-9-5, 32-9-9 through 32-9-11, 40-2-151.1, and 48-13-140 through 48-13-144.

Eligibility for TTFP funding mirrors FTA requirements. As required by federal financial management principles and outlined in the GDOT Transit Program Financial Management Oversight Manual, maintaining effective control and accountability for all TTFP and federal funds, property, and other assets is required. Each recipient of FTA funds is required to sign and comply with the annual FTA Certifications and Assurances. All TTFP recipients are issued a contract or Memorandum of Agreement (MOA) that includes specific reporting and compliance requirements.

Further, the Transit Agency shall be responsible for any claim, damage, loss, or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work, and other services furnished by or on behalf of the Transit Agency according to this Application ("Loss"). To the extent provided by law, the Transit Agency further agrees to hold harmless and indemnify GDOT and the State of Georgia from all suits or claims that may arise from said Loss.

If the Transit Agency fails to comply with the TTFP General Guidelines or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s), or fails to maintain and retain sufficient records, then GDOT may, at its discretion, prohibit the Transit Agency from participating in the TTFP in the future and may pursue any available legal remedy to obtain reimbursement of the TTFP funds. Furthermore, if in the estimation of GDOT, a transit project shows evidence of failure to participate in the specified tasks, equipment and materials described in the project summary included with its Application, then GDOT may pursue any available legal remedy to obtain reimbursement of the allocated TTFP funds or prohibit Transit Agency from participating in the TTFP until corrections are made to address the deficiencies or reimbursement is made. All projects identified on the project list included with Transit Agency's Application, shall be completed in accordance with all relevant Federal, State and local laws.

Transit Agency: Augusta Transit

Sharon Dottery (Signature)

Sharon Dottery, Transit Director (Name and Title)

April 14, 2023 (Date)

**GEORGIA DEPARTMENT OF TRANSPORTATION
TRANSIT TRUST FUND PROGRAM
FISCAL YEAR 2023 APPLICATION**

PROPOSED TRANSIT PROJECT DESCRIPTION

Legal Name of Applicant Organization		Augusta, Georgia
Physical Address		535 Telfair Street, Augusta, GA 30901
Mailing Address		Same
Organization Type		<input checked="" type="checkbox"/> County Government <input checked="" type="checkbox"/> City Government <input type="checkbox"/> Regional Commission <input type="checkbox"/> Non-Profit Organization <input type="checkbox"/> Other (Specify) _____
Authorized Submitter (This should also be the person to whom questions about this application are to be directed)	Name	Sharon Dottery
	Title	Transit Director
	Phone #	706-821-1818
	Email	sdottery@augustaga.gov
E-Verify #		46923
Authorized Official who will Affix the Government's Seal and Execute the Contract	Name	Garnett Johnson
	Title	Mayor
	Phone #	706-821-1831
	Email	garnett.johnson@augustaga.gov
Designated Notary who will Notarize the Executing Official's Signature	Name	Nancy Morawski
	Title	Deputy Clerk of Commission
	Phone #	706-821-1820
	Email	nmorawski@augustaga.gov

Type of proposed TTFP project:	<input type="checkbox"/> Operating <input checked="" type="checkbox"/> Capital
Project Description: <ul style="list-style-type: none"> Describe the proposed TTFP eligible transit project(s). Indicate how the project complies with FTA requirements. Limit project description to two (2) pages. 	Eligible Projects: One ADA Para-transit Van. This vehicle will be equipped with a lift and wheelchair assessable. One Van for the Micro-transit service equipped with an ADA compliant ramp and Six tablets to be utilized with the Q-Ryde software for client scheduling.
Provide details certifying that TTFP funds will be additive and not supplant existing funds:	The Transit Trust Fund Program (TTFP) funds will be additional dollars used to purchase much needed vehicles and tablets to support the Transit program.

PROPOSED PROJECT BUDGET

Provide a detailed project budget in the applicable columns/rows in the table below. TTFP funds must be additive and not supplant existing funds. Please double-click in the table to enter data in highlighted cells.

Proposed Project Budget		Proposed Project Funds by Source			TOTAL
Item	Description	TTFP Funds	Local Funds	FTA Funds	Total Cost
1	ADA Para-Transit Van	120,000.00	0.0	0.0	\$ 120,000.00
2	Micro-transit Dodge Van	89,418.00	0.0	0.0	\$ 89,418.00 -
3	Acquisition ADP Hardware Tablets	3600.00	0.0	0.0	\$ 3,600.00
4					\$ -
5					\$ -
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -
Total Proposed Budget		\$ 213,018.00	\$ 0.00	\$ 0.00	\$ 213,018.00



Commission Meeting

May 16, 2023

Charlie Norwood VAMC Revitalization Plan Approval Request

Department: HCD

Presenter: Hawthorne Welcher, Jr. and/or HCD Staff

Caption: Motion to **approve** the Charlie Norwood VAMC Revitalization Plan as presented by Freedom's Path Augusta III, LP. (**Approved by Administrative Services Committee May 9, 2023**)

Background: For over ten years, the US Department of Veterans Affairs has been trying to address several issues through one creative program called the Building Utilization Review and Repurposing (BURR) initiative. Based on an audit of all VA facilities completed in 2011, it was determined that there were approximately 1,400 vacant buildings on VA Medical Center campuses. The VA was spending millions to maintain the buildings to no benefit of anyone. At the same time, it was reported through the Annual Homeless Assessment Report provided to Congress each year that there were almost 100,000 homeless Veterans across the country, not to mention the number of disabled, senior and low-income Veterans who were poorly housed or grossly rent-burdened. This appalling situation was characterized as a national disgrace by politicians and bureaucrats across the political and agency landscape.

The VA decided to make a bold attempt to recruit the private sector in an effort to eliminate functional Veteran homelessness, reduce the number of vacant buildings on its campuses, and enhance the provision of services being offered to its homeless, disabled and low-income Veterans through creative partnerships with developers and non-VA services providers. Using its Congressionally approved ability to lease land on its campuses (Enhanced Use Lease or EUL authority), the VA issued Requests for Proposals across the country for this purpose. The Department of Veterans Affairs has issued and awarded an RFP to redevelop two historic buildings, Buildings 19 and 20, into affordable housing for United States military Veterans on the Charlie Norwood VAMC Uptown Division.

Freedom's Path Augusta III is located at 1 Freedom Way, Augusta, GA 30904, which is on the campus of the Uptown Charlie Norwood VA Medical Center. This project will restore the original historic character of two historic

structures Buildings 19 and 20, converting 92,000 square feet of space into units of new affordable Veterans housing.

Originally constructed by the Sisters of St. Joseph as a Catholic boarding school, the Lenwood Hospital is a 1914 historic building with three connected wings, referred to as Buildings 18, 19, and 20 within the VAMC healthcare system. The buildings were leased to the Public Health Service (PHS) in 1920, to be upfitted into a hospital to serve servicemen with nervous and psychiatric disorders. The PHS, later the Veterans Administration, chose the building as it would be easily converted for their needs and included 20 acres of land they could expand on.

Lenwood Hospital is one of only a few surviving examples of early VA hospitals. It falls under First-Generation Veterans Hospitals (1866-1930) and is one of few examples of existing buildings being upfitted for this use. Theories around medical care, especially for those with mental traumas from war, were rapidly changing around this time. Open air and a tranquil setting were becoming important aspects of Veterans' care. Lenwood Hospital was also updated with the newest medical treatment rooms. As medical treatments changed, and the Norwood VA Medical Center expanded, the Lenwood Hospital building underwent different renovation campaigns to meet current needs and provide the best care. The VA continued to expand the Norwood VA Medical Center until 1981, when the campus had 55 buildings. An extensive survey was done in 1981 of all the existing buildings on the site. It was determined that most were too damaged to repair, as the cost outweighed the benefit. Medical treatments and VA hospitals had also changed how they operated, and fewer employees were housed on the campus, and open land was not as much of a priority. A large new facility was built, and the existing buildings were either torn down, repurposed if the cost was not too great, or left empty. The Lenwood Hospital has sat empty until 2008, when Building 18 was rehabilitated for Veterans' housing that was a part of Freedom's Path Augusta I and II.

The interior of Building 19 will be rehabilitated into 42 affordable Veteran housing units comprised of 25 studio apartments and 17 one-bedrooms. Building 20 will be rehabilitated into 34 units comprised of 22 studio apartments and 12 one-bedrooms. All units will have a leasing preference being provided to Veterans who are homeless, near homeless, or disabled, who meet the income guidelines of the program.

Veterans with a HUD-VASH Housing Choice Voucher will be given a Housing First preference, meaning that typical underwriting that might preclude the Veteran from being able to access standard rental housing (e.g. job history, criminal record, prior rental history) will be relaxed. The criterion for admission will be predicated on their selection for a Voucher by the administering Augusta Housing Authority.

It has been shown that Veterans living with other Veterans, in proximity panoply of VA services that are available to them via immediate access to the VA Medical Center that an on-campus housing option affords to them has a remarkable success rate regarding remaining in permanent housing and moving forward with education, employment and life enrichment activities. This is the model of housing and services, both VA and non-VA provided, that is being emulated here.

Analysis:

Charlie Norwood VAMC Redevelopment Plan is a plan committed to improving the Charlie Norwood VAMC campus and the surrounding community, by increasing the supply of affordable housing for United States military Veterans and improving the quality of life for all current and future Veterans within the City of Augusta and by ensuring that the communities in proximity to the Charlie Norwood VAMC are included and enhanced by that redevelopment.

Financial Impact:

There is no financial commitment on the part of Augusta-Richmond County.

Alternatives:

Deny this approval request.

Recommendation:

Motion to approve the Charlie Norwood VAMC Revitalization Plan as presented by Freedom's Path Augusta III, LP.

Funds are available in the following accounts:

There is no financial commitment on the part of Augusta-Richmond County, however Augusta, GA Commission (c/o city) approval needed for DCA application approval.

**REVIEWED AND
APPROVED BY:**

Procurement
Finance
Law
Administrator
Clerk of Commission

Augusta Veterans Redevelopment Plan



A Redevelopment Plan for
the benefit of Veterans in
Augusta-Richmond County.

Augusta
G E O R G I A

Prepared by





Acknowledgements

This plan is the result of a collaborative and proactive effort to assist low income and homeless Veterans in Augusta. Residents of Freedom's Path, area residents, and representatives from the following agencies provided input into the plan:

Annie's Legacy
Central Savannah River Area EOA
Charlie Norwood Veterans Medical Center
Cushman and Wakefield
Goodwill
Supportive Services for Veteran Families

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Augusta Commission

Garnett Johnson, Mayor

Jordan Johnson, District 1

Stacy Pulliam, District 2

Catherine Smith Mcknight, District 3

Alvin Mason, District 4

Bobby Williams, District 5

Tony Lewis, District 6

Sean Frantom, District 7

Brandon Garrett, District 8

Francine Scott, District 9

Wayne Guilfoyle, District 10

Introduction

A Community Redevelopment Plan (CRP) is a strategy developed by local governments, organizations, and community members to revitalize and improve a specific area or neighborhood. The plan involves identifying the needs and challenges of the community, setting goals and objectives, and outlining specific actions to achieve them. A CRP typically involves a collaborative effort between local government officials, community stakeholders, and residents. It may also involve the input of businesses, non-profits, and other organizations with a vested interest in the community.

Some common elements of a CRP may include physical improvements to the area such as infrastructure upgrades, housing rehabilitation, and public space enhancements. The plan may also include economic development initiatives, such as attracting new businesses and promoting entrepreneurship. The *Augusta Veterans Community Redevelopment Plan* is a collaboration between the Augusta Housing and Community Development Department, The Charlie Norwood Veterans Administration Campus, Garrison for Veterans, and other community stakeholders.

The provision of quality, affordable rental housing for Veterans is a key objective of the City of Augusta. The Goals and Objectives of this plan are to support the VA's efforts to combat Veteran homelessness. The VA utilizes the "Housing First" approach, which prioritizes getting a Veteran into housing, then provides the Veteran with the wraparound support they need to stay housed — including health care, job training, legal and education assistance, and more¹. This plan supports these goals as follows:

- It increases the production of affordable rental housing for Veterans in the community.
- It supports the VA's development of a housing model geared towards reducing the number of homeless Veterans in the City of Augusta to functionally zero.
- It supports the VA's reuse of underutilized VA property to create safe, affordable, permanent supportive housing for Veteran priority placement housing.
- It supports the VA's development of a housing model geared towards enabling Veterans to achieve self-sufficiency and live independently.
- It supports the VA's plan to provide Veterans within the Redevelopment Area with housing and on-site supportive/resident services.

Additional housing and economic development goals for the City of Augusta are detailed in the City's 2020-2024 Consolidated Plan and the Envision Augusta Comprehensive Plan (2018). Goals

¹ US Department of Veterans Affairs, *VA announces goal to house 38,000+ Veterans experiencing homelessness in 2023*, Press Release March 15, 2023.
<https://www.va.gov/opa/pressrel/pressrelease.cfm?id=5866> accessed 3/24/2023

for the Augusta Veterans Redevelopment Plan combine the goals of these previous plans with a statistical analysis and the vision articulated by stakeholders during the public engagement process. Implementation measures for each goal provide additional detail regarding specific actions for achieving goals with a specific focus on increasing opportunities for Veterans.

Additionally, a specific project that addresses the goals and vision is proposed on the campus of the Charlie Norwood VAMC Uptown Campus. The project restores the original historic character of two historic VA structures buildings 19 and 20, converting 79,000 square foot space into 76 units of new affordable Veterans housing. The Augusta Veterans Redevelopment Plan focuses efforts to serve homeless and disabled Veterans and their families. Permanent supportive housing is a proven method to reduce the number of homeless Veterans. The proposed project increases the supply of permanent-supportive housing to serve homeless Veterans, Veterans who are at risk of homelessness, and their families who may be located within Augusta, Georgia, or are receiving services from the Charlie Norwood VAMC or surrounding network VA medical center facilities.

About the Study Area

The proposed Augusta Veterans Redevelopment Area is situated north of downtown in the uptown area of Augusta. It is located in the northern area of the Highland Park and includes a small part of the southern area of the Summerville neighborhood.



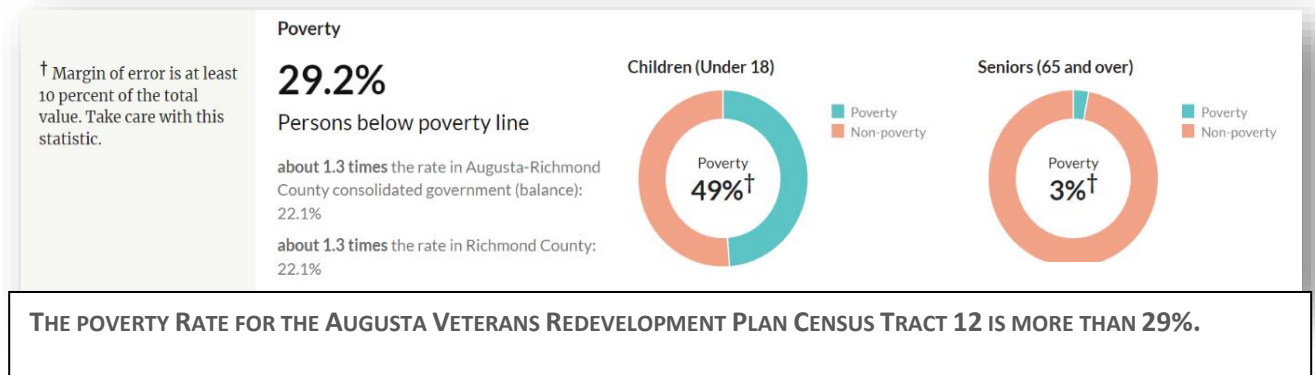
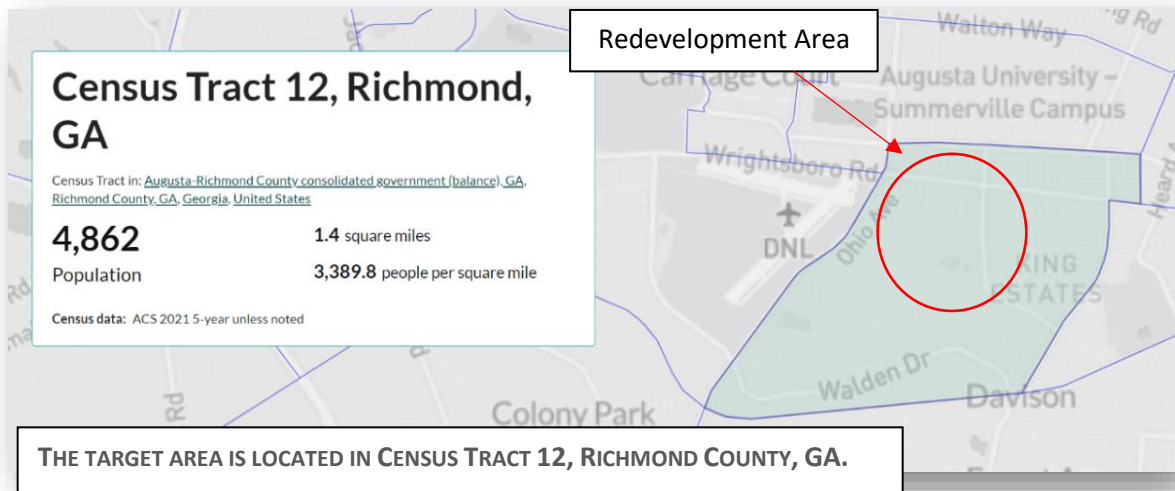
Target Area Tract

The proposed Redevelopment Area includes Census Tract 12, Richmond, GA, a Qualified Census Tract (2023).² A Qualified Census Tract (QCT) is a geographic area designated by the US Department of Housing and Urban Development (HUD) that meets certain criteria related to income levels and poverty rates. QCTs are used to determine eligibility for certain affordable housing programs, such as the Low-Income Housing Tax Credit program.

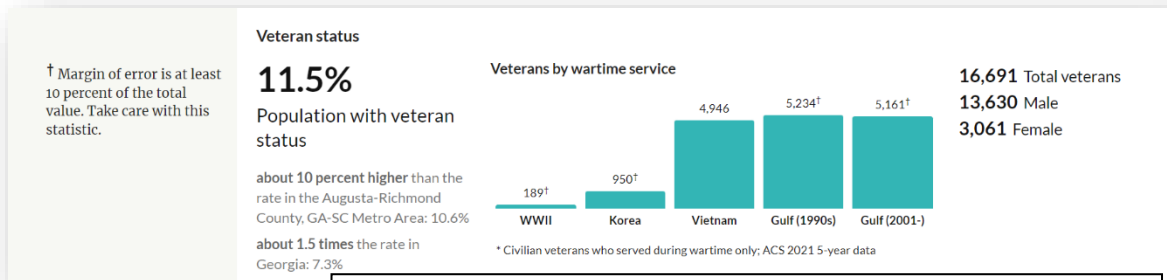
To qualify as a QCT, a census tract must meet one of two criteria: either 50% or more of the households have incomes below 60% of the area median income, or the poverty rate is at least 25%. The poverty rate for Census Tract 12 is 29.2%.³ In addition to the high poverty rate in the Census Tract, there are more veterans in Augusta than in other areas of the state, indicating a need for services and facilities that serve Veterans.

² Source: https://www.huduser.gov/portal/sadda/sadda_qct.html?locate=13245000200, accessed 4/14/2023

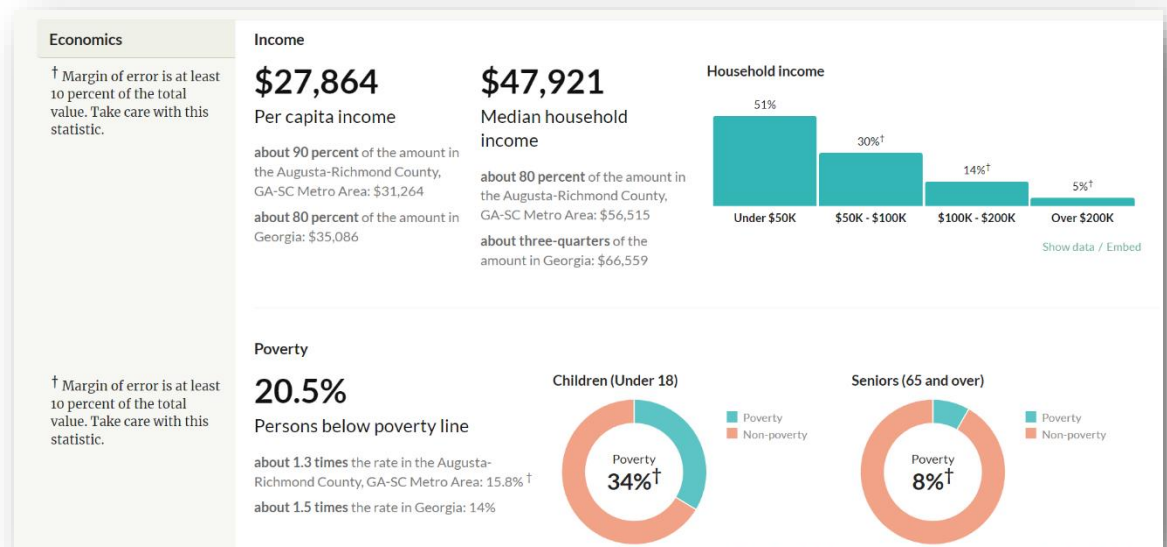
³ U.S. Census Bureau (2021). American Community Survey 1-year estimates. Retrieved from Census Reporter Profile page for Augusta-Richmond County consolidated government (balance), GA <https://censusreporter.org/profiles/14000US13245001200-census-tract-12-richmond-ga/> and U.S. Census Bureau (2021). American Community Survey 5-year estimates. Retrieved from Census Reporter Profile page for Augusta-Richmond County consolidated government (balance), GA <http://censusreporter.org/profiles/16000US1304204-augusta-richmond-county-consolidated-government-balance-ga/>



The graphics below are for Augusta-Richmond County Consolidated Government. Of the 200,000+ people in August-Richmond County, more than 11% are veterans. This is 10 percent more than in the Metropolitan Area and more than one and a half time the percent for the State of Georgia.⁴ Poverty and low income status affects the entire city, not just the census tract. This indicates that services and facilities for low income and homeless Veterans may serve the entire city.



AUGUSTA-RICHMOND COUNTY IS HOME TO PROPORTIONATELY MORE VETERANS THAN THE REST OF THE STATE.

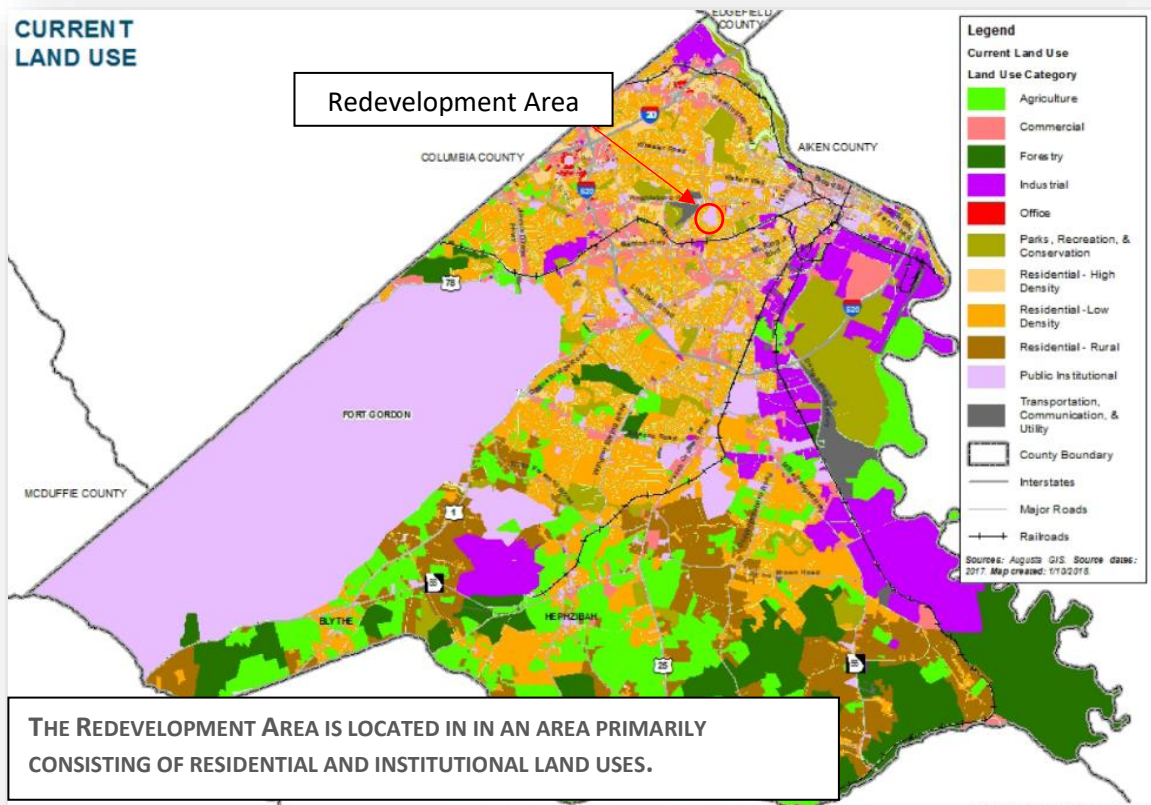


AUGUSTA-RICHMOND COUNTY HAS A HIGHER POVERTY RATE AND LOWER INCOME THAN THE METRO AREA AND REST OF THE STATE

⁴ U.S. Census Bureau (2021). American Community Survey 1-year estimates. Retrieved from Census Reporter Profile page for Augusta-Richmond County consolidated government (balance), GA <http://censusreporter.org/profiles/16000US1304204-augusta-richmond-county-consolidated-government-balance-ga/>

Land Use

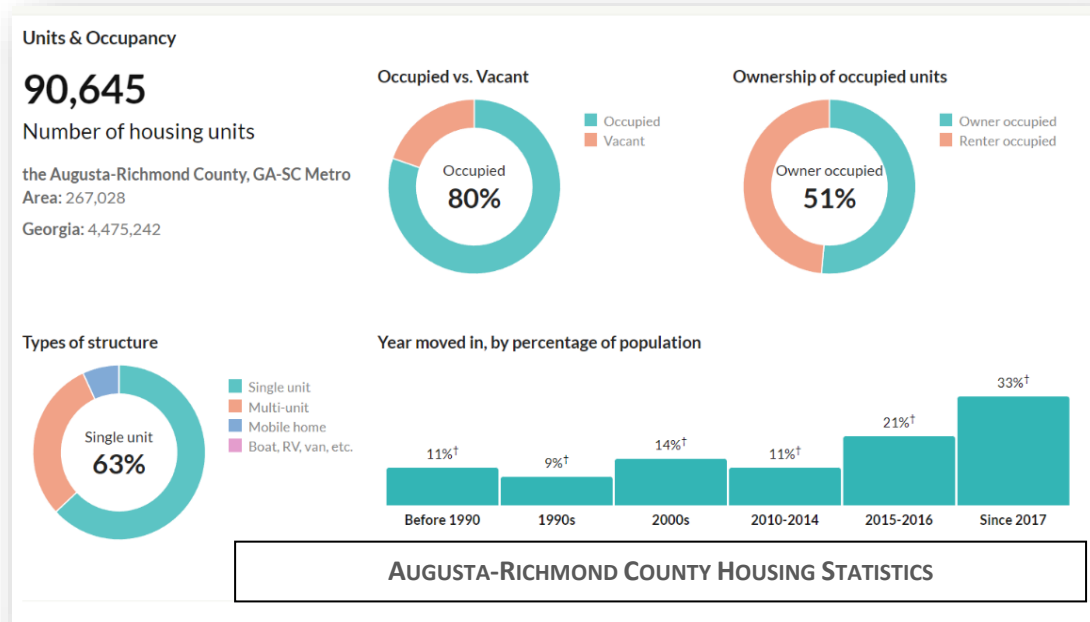
The land use near the Redevelopment Area is primarily public institutional surrounded by residential low density. The Study Area lies within the Old Augusta Character Area⁵ in the Highland Park neighborhood. The area consists predominantly of single- family detached units on lots of similar size, residential uses separated from other uses, a varied street pattern with curvilinear patterns predominating, few, if any, sidewalks, off-street parking with driveways and commercial uses at the edge of the neighborhood.



⁵ Envision Augusta Comprehensive Plan (2018)

Housing

While housing is generally less expensive than in the metropolitan area and the rest of the state, homelessness is still a big problem in Augusta.



† Margin of error is at least 10 percent of the total value. Take care with this statistic.

Value

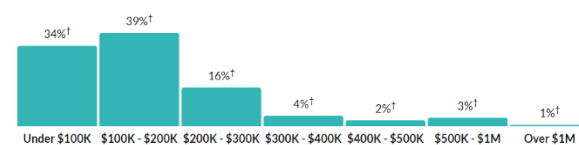
\$131,900

Median value of owner-occupied housing units

about three-quarters of the amount in the Augusta-Richmond County, GA-SC Metro Area: \$182,000

about half the amount in Georgia: \$249,700

Value of owner-occupied housing units



HOUSING VALUE IN AUGUSTA-RICHMOND COUNTY IS LOWER THAN THE METRO AREA AND REST OF THE STATE.

Homelessness in Augusta

In 2022, The Augusta-Richmond County Homeless Task Force Strategic Plan was developed. The plan indicates that homelessness is an increasing problem in Augusta. The Homeless Task Force Strategic Plan lays out several objectives to address the housing and homelessness crisis in Augusta. The Augusta Veterans Redevelopment Plan addresses several of the objectives, including:

- Develop continuum of housing options to meet immediate and long-term needs, reducing unsheltered homelessness and decreasing duration of homelessness by increasing quantity and quality of all related housing types.

- Collaborate with Housing, Health, Employment/Labor and Service Agencies to effectively coordinate housing opportunities and holistic wrap-around services.

Homeless Veterans

The Annual Homeless Assessment Report provided to Congress each year states that there are almost 37,000 homeless Veterans across the country. There is also a large number of disabled, senior and low income Veterans who are poorly housed or grossly rent-burdened.

Target Population

The Augusta Veterans Redevelopment Plan focuses efforts to serve homeless and disabled Veterans and their families. Targeted Veterans in the Redevelopment Area are homeless and disabled Veterans who receive at or below 60% of Area Median Income. Permanent supportive housing is a proven method to reduce the number of homeless Veterans. The overarching goal of the plan is to increase the supply of permanent-supportive housing serving homeless Veterans, Veterans who are at risk of homelessness, and their families who may be located within Augusta, Georgia, or are receiving services from the Charlie Norwood VAMC or surrounding network VA medical center facilities.

Infrastructure and Community Facilities

The study area is located in the northern area of the Highland Park neighborhood of Augusta, Georgia. Highland Park is a historic residential neighborhood in Augusta, Georgia, known for its tree-lined streets, charming homes, and proximity to local amenities like Augusta University and the Augusta Canal. The study area is on the southern border of the Summerville neighborhood. Summerville is an affluent residential area that is known for its historic homes, tree-lined streets, and beautiful parks. The Uptown campus of the Charlie Norwood VA Hospital is located on Wrightsboro Road, which is a major thoroughfare that runs through Summerville and connects it to other parts of Augusta. Landmarks and institutions located near the study area include Augusta University, Paine College, the Augusta National Golf Club, and the Augusta Canal National Heritage Area.

Employment Resources

There are many businesses that provide services and job opportunities near the study area. These include national chains such as Subway, Dunkin Donuts, McDonald's, Hilton, Marriott, and Holiday Inn, as well as local options such as the Partridge Inn, Nacho Mama's, and The Hive. There are also several coffee shops and cafes in the area, including Buona Caffè Artisan Roasted Coffee, New Moon Cafe, and Inner Bean Cafe. The Augusta Mall, which is a large indoor shopping center featuring a variety of stores, as well as the Augusta Exchange, which is an outdoor shopping center with a mix of national chains and local businesses are also nearby.

Parks and Recreation

Healthy, accessible, and attractive parks and open spaces are essential for vibrant communities. There are several parks and recreational areas located near the study area. The largest include Pendleton King Park, which features walking trails, a rose garden, and a dog park, as well as the Augusta Canal National Heritage Area, which offers hiking, biking, and kayaking opportunities. Lake Olmstead Park is also nearby. It has several community gathering places, including the Julian Smith Barbecue Pit which served as the location for the public workshop for this plan. Several smaller parks are close by as well, including Wood Park and Minnick Park. These offer amenities such as playgrounds, recreational facilities, and picnic areas.



Medical Services

The Uptown campus of the Charlie Norwood VA Medical Center is part of the Redevelopment area of this plan. It offers a range of medical services to eligible veterans, including primary care, mental health care, specialty care, emergency care, rehabilitation services, surgery, and pharmacy services.

- **Primary Care:** The Uptown campus offers primary care services, including routine check-ups, preventive care, and treatment for chronic conditions.
- **Mental Health Care:** Mental health services, including counseling, therapy, and medication management, are available at the Uptown campus for veterans struggling with mental health issues.
- **Specialty Care:** The Uptown campus provides specialty care services, including cardiology, oncology, orthopedics, neurology, and women's health.
- **Emergency Care:** The Uptown campus offers emergency medical services to eligible veterans 24 hours a day, seven days a week.
- **Rehabilitation Services:** Rehabilitation services, including physical therapy, occupational therapy, and speech therapy, are available at the Uptown campus for veterans recovering from injuries or illnesses.
- **Surgery:** The Uptown campus has an on-site surgical center, which offers a range of surgical procedures, including general surgery, urology, and ophthalmology.
- **Pharmacy:** A pharmacy is located on-site at the Uptown campus, providing prescription medication services to eligible veterans.



THE UPTOWN CAMPUS OF THE CHARLIE NORWOOD VA
OFFERS A VARIETY OF SERVICES TO VETERANS.

In addition to the medical services offered at the Charlie Norwood VA Hospital, there are several medical services located near the study area, including the Augusta University Medical Center and the Doctors Hospital of Augusta.

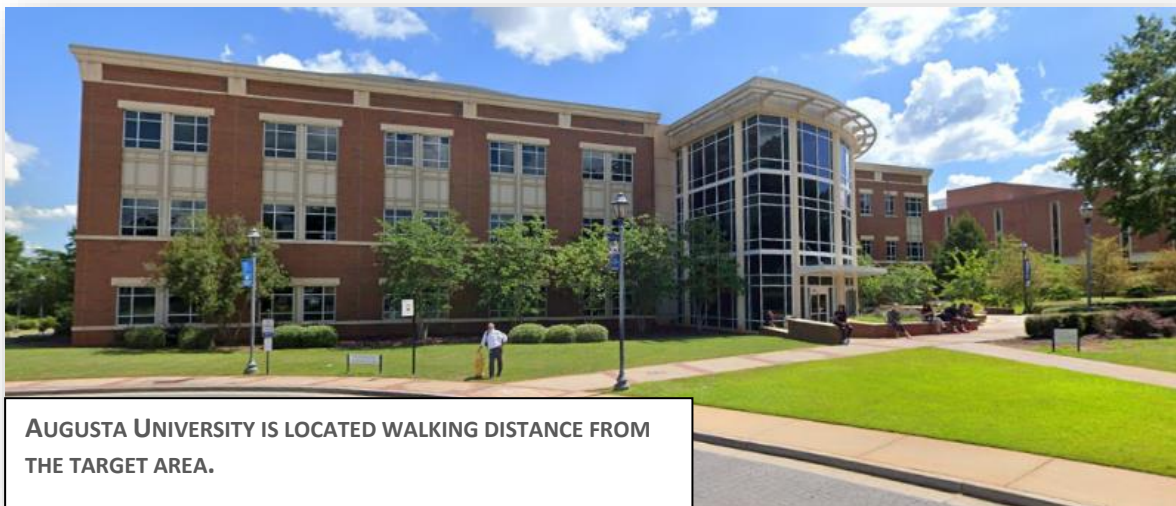
Educational facilities

Many educational opportunities are located very close to the study area.

Augusta University: Augusta University is a public research university located less than 3 miles from the study area. It is the state of Georgia's designated center of health sciences excellence and a comprehensive research university with 9,500 students. Augusta University offers a range of undergraduate and graduate programs, including programs in health sciences, business, education, and the arts.

Paine College: Paine College is a private, historically black college located less than 2 miles from the study area. Paine College offers undergraduate programs in a variety of fields, including biology, business, education, and humanities.

Georgia Military College: Georgia Military College is a public, two-year college located less than 5 miles from the study area. Georgia Military College offers associate degree programs in criminal justice, education, business, and others.



AUGUSTA UNIVERSITY IS LOCATED WALKING DISTANCE FROM THE TARGET AREA.

Augusta Technical College: Augusta Technical College is a public, two-year college located less than 7 miles from the Target Area. Augusta Technical College offers certificate and degree programs in a variety of fields, including health sciences, business, and engineering technology.

East Georgia State College: This college has the lowest tuition cost in the University System of Georgia and offers Associate, online bachelors, and pathways to a 4-year degree. Programs include Business Administration, Criminal Justice, Elementary Education, Financial Technology, Liberal Arts, Natural Sciences, and Social Sciences.

Public safety and Emergency Management

There are many public safety and emergency management facilities located near the Target Area, including law enforcement agencies, fire departments, and emergency medical services providers.



Augusta Police Department: The Augusta Police Department is located less than a mile from the study area. The department provides law enforcement services to the city of Augusta and has a number of specialized units, including a SWAT team and a bomb squad.

Richmond County Sheriff's Office: The Richmond County Sheriff's Office is located less than 2 miles from the study area. The office provides law enforcement services to Richmond County and has several specialized units, including a K-9 unit and a SWAT team.

Augusta Fire Department: The Augusta Fire Department is located about 2 miles away from the study area. The department provides fire protection and emergency medical services to the city of Augusta and has several fire stations located throughout the area. Less than a mile away, Station 8 is the closest to the study area.

Augusta Emergency Management Agency: The Augusta Emergency Management Agency is located less than 2 miles from the Uptown campus. The agency is responsible for coordinating emergency response and recovery efforts in Augusta and has plans in place for a variety of potential emergencies, including severe weather and hazardous materials incidents.

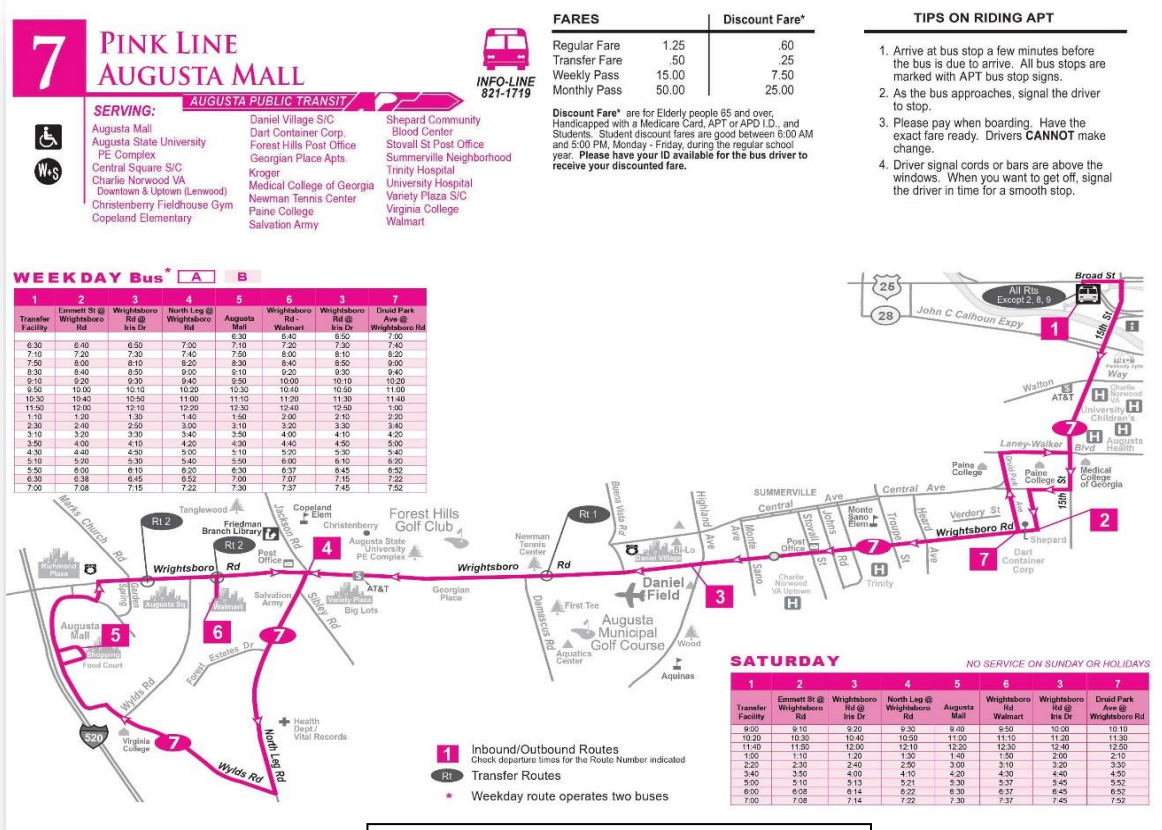
Augusta Veterans Community Redevelopment Plan

University Hospital: University Hospital is located less than 2 miles from the Uptown campus. The hospital is a Level I trauma center and provides emergency medical services to the Augusta area.

Transportation facilities

The Target Area is easily accessible by several modes of transportation. It is located near the intersection of Wrightsboro Road and Freedom Way, which is easily accessible from several major highways, including I-20 and I-520. The Augusta Public Transit system, "Augusta Transit," operates several bus routes that serve the area. Augusta also has several bike lanes and sidewalks that make it easy to get around on foot or by bicycle.

Bus stop number 1343 on Route 7, the Pink Line serves the redevelopment area. It runs along Wrightsboro Road and provides direct access to Augusta Utilities, Augusta Mall, Augusta Square Shopping Center, Walmart, Paine College, Augusta University, the Downtown Campus of the VA Hospital, and the transfer facility providing access to all of Augusta's transit stops.



AUGUSTA PUBLIC TRANSIT'S PINK LINE IS ADJACENT TO THE TARGET AREA.



**STOP 1343 ON THE PINK LINE
PROVIDE EASY ACCESS TO
AMENITIES THROUGHOUT THE CITY.**

Cultural facilities

There are many cultural facilities located near the study area, including museums, theaters, and music venues.

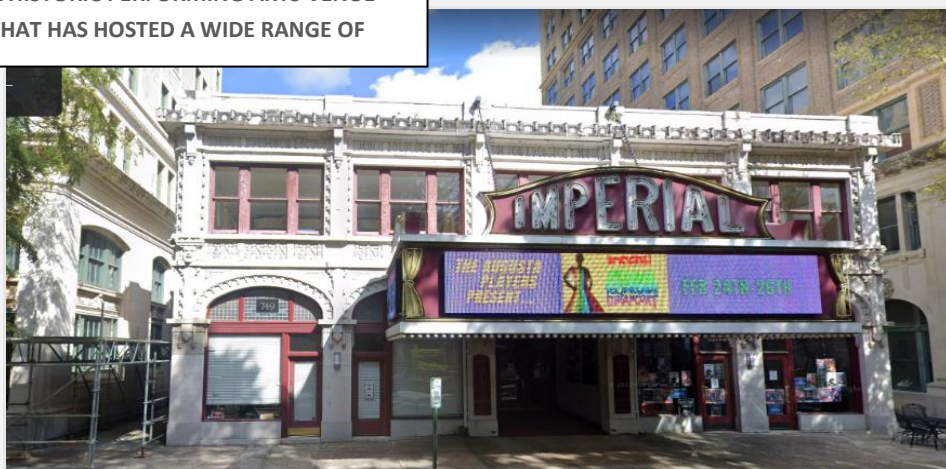
Museums: The Augusta Museum of History and the Morris Museum of Art are about 2 miles from the study area. The museum showcases the history of Augusta and the surrounding area, with exhibits on topics ranging from golf to the Civil War.

Imperial Theatre: The Imperial Theatre is about 2 miles from the study area. The historic theater hosts a variety of live performances, including plays, concerts, and comedy shows.

Augusta Symphony: The Augusta Symphony is located less than 2 miles from the study area. The symphony performs a variety of classical and contemporary music and hosts several concerts throughout the year.

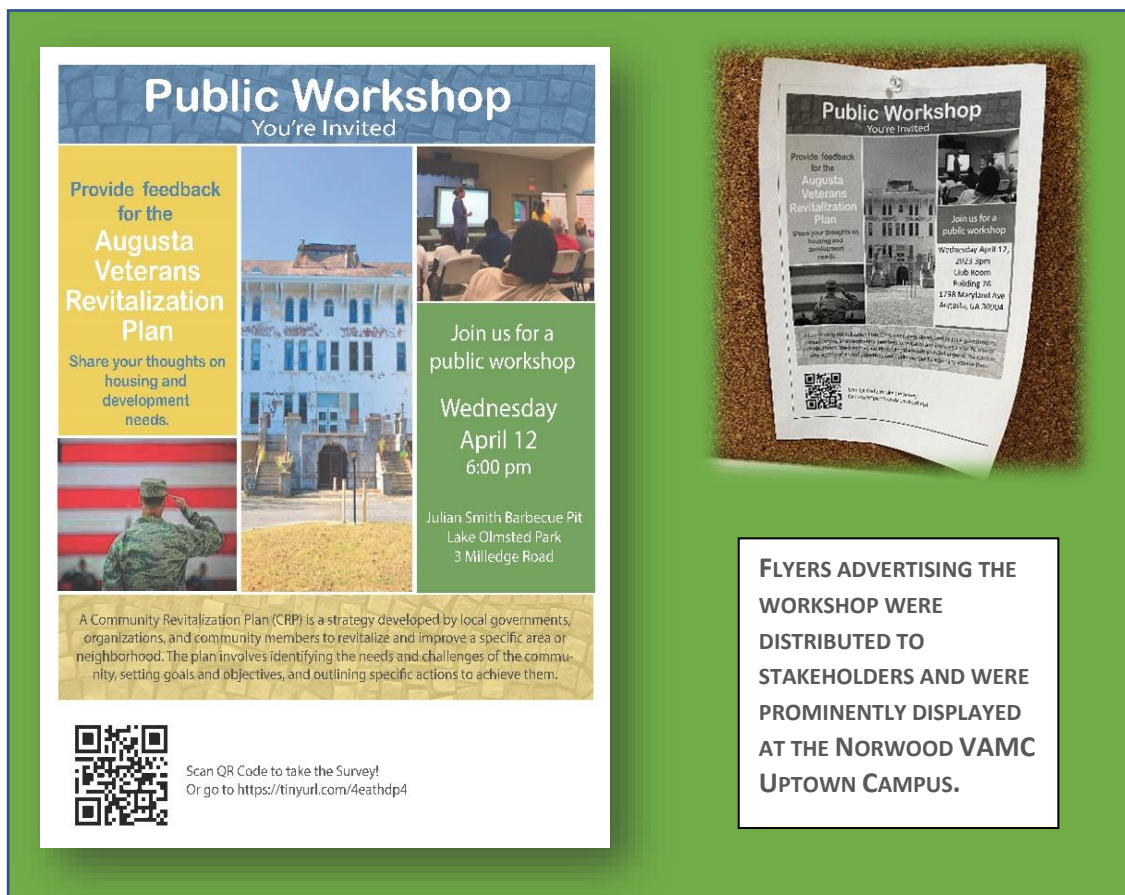
Culture and the Arts: The Sacred Heart Cultural Center and Augusta Arts Council are located less than 3 miles from the study area. The center is housed in a historic church building and hosts a variety of cultural events, including concerts, art exhibits, and theater performances.

**THE IMPERIAL THEATRE IN AUGUSTA IS
A HISTORIC PERFORMING ARTS VENUE
THAT HAS HOSTED A WIDE RANGE OF**



Public Engagement

Public input was important to developing this plan. Two public workshops were held on April 12, 2023. The first was held at Freedom's Path on the Charlie Norwood VAMC Uptown Campus. This workshop was targeted toward Veterans who currently reside in Freedom's Path, care providers, non-profits, and other stakeholders. The second workshop was at the Julian Smith Barbecue Pit at Lake Olmstead Park. This evening public workshop was well attended by Charlie Norwood VA Administration and focused on the needs of low income Veterans and how partnerships between the VA and other stakeholders can better serve their needs. Additionally, a QR code to an online survey was linked off of a widely distributed flyer to solicit additional feedback.



Public Workshop #1

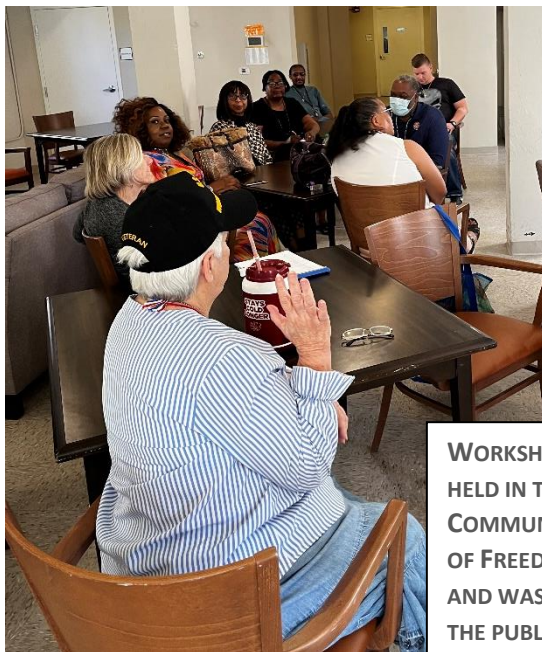
The afternoon workshop on April 12 was attended by Veterans who reside in Freedom's Path Apartments, service providers, representatives from local non-profits and the VA, as well as other Veterans. The following information was garnered from this meeting with community stakeholders.

What is currently working well at Freedom's Path?

- Can walk to the appointments at the uptown campus of the VA
- Shuttle to the downtown campus of the VA Cameras are 80% effective for security, but there are issues with a few blind spots that need to be resolved.
- Facility is clean and maintained well.
- Residents enjoy the small outdoor gazebo
- Management posts important information directly on residents doors

Are there issues or disadvantages of living here?

- Lack of transportation to get to stores for groceries and other supplies. There is a covered bus stop on the VA side of the road at the front of the property.
- 100% disabled (service connected) veterans are not able to qualify for the housing due to their income level exceeding the threshold.
- Many programs and activities that existed before COVID have not returned, the residents really want to have a variety of activities and opportunities to socialize.
- The laundry machines are limited and not commercial grade.
- The barber shop at the VA closed and has not reopened.



WORKSHOP #1 WAS HELD IN THE COMMUNITY ROOM OF FREEDOM'S PATH AND WAS OPEN TO THE PUBLIC.

April 12, 2023 Freedom's Path 3pm		
Name	Affiliation	email (optional)
TYRONE	Res d	
JOE	Res d	
DANIEL	Res d	
LEWIS	Res d	
Vstroke	"	
Lewis	Resident	
DUBUES	Res d	
PICARELL LARRY	RESIDENT	
GANT	RESIDENT	
James DePietro	Resident	
Christine Jones	C Annie's Legacy	
Gale LeVan Bell	SSVF (OSRA-ED)	
Orville Sullivan	SSVF (OSRA-ED)	
JOLIE ALEXANDER	SSVF (Goodwill)	
Ricky Sawyer	Dept of VA	nick
MARY KUSCH	mg/	
ALICE BROWN	Just In	

- Everyone wants fresh air. The windows are painted/screwed shut and they would love to be able to open them.
- The ventilation in the building is inadequate. Everyone knows when someone is cooking, and unpleasant smells spread across units quickly.
- The upper cabinets in units can be opened by someone in a wheelchair, but they can't actually store things or use the cabinets in any meaningful way.
- Security can be an issue, sometimes "working ladies" "peddlers of illicit substances" and general strangers off the street have been issues in some buildings.
- Feelings of isolation are an issue; the residents want more things to do and reasons to leave their rooms and be more active.
- The existing workout equipment needs to be supplemented with low impact machines and easy to use strength building machines.
- Communication channels are still predominantly word of mouth and a stronger or more formal means of communication with residents would be appreciated.
- There are currently no vending machines and residents would be very supportive of having some installed.
- The smoke detectors are highly sensitive and very small things like heating a skillet can set them off.

What additional services and facilities would help residents?

- Access to fresh produce
- Purchase a shuttle bus that has pre-scheduled days for necessary destinations. People would sign up ahead of time for the days/destinations they needed.
 - The Augusta Women's Club offered to help fundraise for the bus.
 - Ensure that the shuttle has a wheelchair ramp/lift.
- On-site social events and activities
- Pre-Covid opportunities like bingo, access to VA Hospital library/computer lab, barber, etc.
- Create a policy or program for "gap housing" that meets the needs of those who make too much to qualify, but also not enough to afford more traditional housing.
- Laundry facilities need commercial grade, larger washer/dryers
- Fresh air and ventilation - windows in the building don't open
- Shuttle bus to and from shopping, services, and activities
- Create nice outdoor spaces to gather and have fun – pavilions, grills, outdoor games, fenced dog park, etc.
- Better security
- Better system of communication
- Maintenance of gym equipment and more low impact equipment
- Vending machines
- Better kitchen vents

What opportunities are available to address additional wants and needs?

- Resident liaison from each building to aid in communications with property manager.
- Interfaith Community organization can help provide religious services
- Augusta Womans Club can help with gardening
- Explore partnerships with local businesses and non-profits to add more services and bring quality of life improvements.
- There is still need for affordable housing for Veterans.

Workshop #2

The evening workshop was well attended by Charlie Norwood VAMC leadership. Results of the previous meeting were shared with the attendees of the evening session. The representative of the developer was present to assist with addressing comments from the previous session and answering questions.

**Spaces for activities and gatherings:**

The building for Freedom's Path III has pre-existing spaces that are large and do not lend themselves to conversion to apartment type units. These spaces can be utilized for the desired community building and activity space.

Barriers to housing for 100% disabled veterans

The proposed model for resident makeup for the next Freedom's Path development is 25% of units that will follow the housing first model, 30% unrestricted which will allow veterans making above the income threshold to qualify, and the remainder would follow the low-income housing guidelines. The entire development would be reserved for Veterans.

April 12, 2023 Freedom's Path Gpm

Name	Affiliation	email (optional)
Robert Jackson	VAAHCS	
Kerobla Byrd	VAAHCS	
Brian Rothwell	UVAHCS	
Robert Rouse	VAAHCS	
S. GINSBURG	VAAHCS	
Richy Gaudier	VAAHCS	
Jon Bosil	VAAHCS	
Victoria Wilson	VAAHCS	

**BRAINSTORMING
SOLUTIONS TO
ISSUES IDENTIFIED
IN THE FIRST
WORKSHOP WAS
THE HIGHLIGHT OF
WORKSHOP #2.**

Aging and Disabled Veteran Population

The median age of veterans that occupy other similar units is 62 and many have significant health issues. The developer plans to exceed the required minimum number of accessible units. Also, modular units than can more easily accommodate the needs of individuals are planned to be incorporated into the building. There will also be features for people with vision and hearing impairments and emergency pull cords.

Security

The developer has traditionally used a security camera company based out of Marietta, Georgia for the camera systems. He would like to engage with a company from Augusta if they can meet his standards:

- Review plans with management, camera contractor, and public safety representatives to ensure optimum camera placement.
- Provide a simple method of remote access using a smart phone.

Solutions at other properties/best practice recommendations

- The Dublin development has golf carts for residents to get to the VA hospital from the housing unit.
- A VA based shuttle service to local stores and services is available based out of a partnership with UBER that uses a voucher system. Each resident gets one voucher (per week or month?)
- A dedicated outdoor smoking area keeps residents from smoking inside their units.
- The developer plans to pursue an alcohol waiver that allows residents to consume alcohol in their unit, but not in any common or public spaces. ONLY in their unit.
- No public intoxication is allowed. The property manager will evict based on a strikes system, three strikes and a resident will be out. Residents tend to be self-police on these matters.

Online Survey

The online survey was taken by a small sample Veterans and their family members. Responses mirrored the input provided in workshop #1. Most were satisfied with their current housing and utilize services provided by the VA. Responses can be summarized by one respondent's answer

*“ All Veterans deserve decent housing.”
-survey respondent*

to an open ended question about suggestions for improvement. They said, “transportation, game night, workout class, opportunity to worship” were important. Additionally, one respondent cited the need for better accommodations for women and children.

Summary of Public Engagement

Many of the services that were available to Veterans were discontinued due to the Covid pandemic. Resuming these activities is a high priority for current residents and administrators at the VA hospital. The VA would like to provide services in any new residential buildings to serve residents and to work with the developer and other partners.

Goals and Objectives

There are two sets of goals and objectives in this plan. The first are city-wide and neighborhood focused. The second are goals that specifically target the needs of Veterans. Each set of goals is summarized below.

Neighborhood Goals and Objections

The Redevelopment Area is in an “Old Augusta Neighborhood” according to the Envision Augusta Comprehensive Plan. The vision for the Old Augusta Neighborhoods, as described in the Envision Augusta Comprehensive Plan, focus on the continued redevelopment in some neighborhoods and maintaining the stability in other neighborhoods. The vision for redevelopment includes the removal of deteriorated and dilapidated structures, the construction and/or rehabilitation of single-family housing, new commercial establishments and offices, more shopping and entertainment facilities, more community facilities and services, more job opportunities and improvements in the appearance of the neighborhoods. Physical redevelopment should be done in a manner consistent with existing development patterns and the historic character and architecture of these neighborhoods. Residential land uses should continue to predominate in these neighborhoods as redevelopment progresses. Any public actions will be designed to reinforce stability in the more stable areas of the Old Augusta neighborhoods.

Recommended Development Patterns in the Old Augusta Character Area

- Maintain low-density single-family residential development in areas where it is already the predominant land use. Protect from encroachment by conflicting land uses.
- Infill residential development at densities compatible with the surrounding area. Site design reflects traditional neighborhood patterns and existing architectural styles.
- Redevelopment projects (housing and economic development) in neighborhoods targeted for such activities.
- Additional commercial and retail development in underserved neighborhoods.
- Neighborhood activity centers that provide a focal point for community services and a location for appropriately-scaled retail establishments.
- Expanded regional activity center encompassing the medical complex and Paine College. More direct connections between the activity center and downtown.
- Expanded academic facilities at Augusta State University campus on Wrightsboro Road

- Attractive gateways supplemented by a coordinated wayfinding signage

In addition to the vision and recommended development patterns, the Envision Augusta Comprehensive Plan lists Heritage Preservation and Housing Opportunities as key objectives.

Economic Development Goals

Economic development goals for the City of Augusta are detailed in the City's 2020-2024 Consolidated Plan and the Envision Augusta Comprehensive Plan (2018). Implementation strategies for selected goals provide additional detail regarding specific actions for achieving the goals with a specific focus on increasing opportunities for Veterans.

Plan	Economic Development Goals
City of Augusta Consolidated Plan (2020-2024)	<ul style="list-style-type: none"> • Encourage citizen participation in the planning, implementation, and evaluation of the community development program. • Increase the number of jobs and amount of private capital invested in the city, particularly in the Central Business District and neighborhood commercial areas. • Support public facilities and services that contribute to Redevelopment and provide public facility improvements that support physical development and Redevelopment. • Promote the preservation and restoration of historically significant structures and landmarks in the city.
Envision Augusta Comprehensive Plan (2018)	<ul style="list-style-type: none"> • Encourage higher density, mixed-use developments along vacant commercial corridors/nodes in/and around South Augusta neighborhoods • Encourage better land use practices for brown field/vacant land redevelopment • Initiate development policies that promote a variety of transportation options • Encourage a county-wide network of alternative transportation strategies; implement complete streets • Better integrate future development with existing and proposed parks and trail system • Refocus efforts on overall maintenance and upkeep of public right-of-ways and spaces • Better consider the "Garden City" and its realization by utilizing the implementation tools recommended in past plans

Housing Goals

Housing goals for the City of Augusta are detailed in the City's Consolidated Plan and the Envision Augusta Comprehensive Plan (2018). The August Consolidated Plan states that Augusta is particularly challenged to address populations / households of extremely low- to low-income families, with focused efforts for homeless veterans.

Plan	Housing Goal
City of Augusta Consolidated Plan (2020-2024)	<ul style="list-style-type: none"> • Support public facilities and services that contribute to Redevelopment and provide public facility improvements that support physical development and Redevelopment • Promote the preservation and restoration of historically significant structures and landmarks in the city • Support the development of multi-family housing with low income housing tax credits that improve the quality of aging urban communities • Support owner occupied repair/rehab through loans to person earning less than 80 percent HAMFI • Provide tenant based rental assistance to persons and fund supportive services to persons living with HIV/AIDS • Assist in the creation and preservation of affordable housing for lower income and special needs households, including Veterans • Support activities to end homelessness • Support activities that assist with basic needs, eliminate blight, and/or strengthen neighborhoods
Envision Augusta Comprehensive Plan (2018)	<ul style="list-style-type: none"> • Encourage higher density, mixed-use developments along vacant commercial corridors/nodes in/and around South Augusta neighborhoods • Make existing housing stock more marketable, especially in higher density Neighborhoods • Encourage better land use practices for brown field/vacant land redevelopment • Better consider the “Garden City” and its realization by utilizing the implementation tools recommended in past plans

Implementation Plan

There is considerable overlap in citywide and neighborhood goals and goals that target Veterans. This section combines the goals from other planning efforts with the previous analysis and community input to develop goals specific to this Augusta Veterans Redevelopment Plan. The plan’s implementation section further details strategies, timelines, and responsible parties and partners for the goals identified in this section.

- Encourage better land use practices for brown field/vacant land redevelopment
- Encourage mobility and transportation options for persons within the Redevelopment Area.
- Promote the preservation and restoration of historically significant structures and landmarks in the city.
- Support the development of new high-quality affordable housing for both rental and homeownership.

- Assist in the creation and preservation of affordable housing for lower income and special needs households, including Veterans
- Develop continuum of housing options to meet immediate and long-term needs, reducing unsheltered homelessness and decreasing duration of homelessness by increasing quantity and quality of all related housing types.
- Collaborate with Housing, Health, Employment/Labor and Service Agencies to effectively coordinate housing opportunities and holistic wrap-around services.

Implementation Plan

Key actions for implementation of these goals are detailed in the implementation section below. Each goal contains a list of recommended activities and timeframes, and responsible parties and partners.

Goal	Recommended Activities and Timeframes	Responsible Parties and Partners
<ul style="list-style-type: none"> • Encourage better land use practices for brown field/vacant land redevelopment 	<ul style="list-style-type: none"> • Implement plan for redevelopment of former Regency Mall site, this strategy from the Envision Augusta Comp Plan (2023 timeframe) • Revitalize unused properties on the Charlie Norwood Uptown Campus.(2023-2024 timeframe) 	<ul style="list-style-type: none"> • City of Augusta • Non-profit • Private Developers
<ul style="list-style-type: none"> • Encourage mobility and transportation options for persons within the Redevelopment Area. 	<ul style="list-style-type: none"> • Improve Wrightboro road in the study area to rehabilitate pavement, drainage, lighting, and sidewalks.(2024-2026) 	<ul style="list-style-type: none"> • City of Augusta
<ul style="list-style-type: none"> • Promote the preservation and restoration of historically significant structures and landmarks in the city. (from Consolidated Plan) 	<ul style="list-style-type: none"> • Revitalize and restore unused Lenwood Hospital buildings on the Charlie Norwood Uptown Campus. (2023-2024 timeframe) 	<ul style="list-style-type: none"> • City of Augusta • Non-profit • Private Developers
<ul style="list-style-type: none"> • Support the development of new high-quality affordable housing for both rental and homeownership. • Assist in the creation and preservation of affordable housing for lower income and special needs households, including Veterans • Support activities to end homelessness 	<ul style="list-style-type: none"> • Partner with nonprofit affordable housing developers to understand needs and provide funding and incentives to develop housing with a focus on infill development and rehabilitation of vacant, obsolete, or abandoned properties. (ongoing timeframe) • Work with developers to support utilization of available incentives, such as Low Income Housing Tax Credits and the Georgia State Income Tax Credit Program for Rehabilitation of Historic Properties, to support the development of new affordable housing for both rental and homeownership. (ongoing timeframe) • Support and coordinate with the State of Georgia Department of Community Affairs to utilize State 	<ul style="list-style-type: none"> • City of Augusta • Nonprofit organizations • Affordable housing developers • Neighborhood organizations and residents

Goal	Recommended Activities and Timeframes	Responsible Parties and Partners
	and Federal Low-Income Housing Tax Credits to ensure access to subsidized rental housing for homeless and disabled Veterans. (ongoing timeframe)	
<ul style="list-style-type: none"> Collaborate with Housing, Health, Employment/Labor and Service Agencies to effectively coordinate housing opportunities and holistic wrap-around services. 	<ul style="list-style-type: none"> Work with the Charlie Norwood Veterans Affairs Medical Center and the Community to address the pressing need to increase the supply of affordable rental housing for homeless and disabled Veterans. (2023-2024) 	<ul style="list-style-type: none"> City of Augusta Nonprofit organizations Affordable housing developers VAMC

Proposed Target Area Project

The Augusta Veterans Redevelopment Plan Target Area Project is located on Freedom Way on the campus of the Uptown Campus of the Charlie Norwood VA Medical Center. This project will restore the original historic character of two historic VA structures buildings 19 and 20, converting 79,000 square foot space into 76 units of new affordable Veterans housing. Originally constructed by the Sisters of St. Joseph as a Catholic boarding school, the Lenwood Hospital is a 1914 historic building with three connected wings, referred to as Buildings 18, 19, and 20. The buildings were leased to the Public Health Service (PHS) in 1920, to be upfitted into a hospital to serve servicemen with nervous and psychiatric disorders. The PHS, later the Veterans Administration, chose the building as it would be easily converted for their needs and included 20 acres of land they could expand on.

Lenwood Hospital is one of only a few surviving examples of early VA hospitals. It falls under First-Generation Veterans Hospitals (1866-1930) and is one of few examples of existing buildings being upfitted for this use. The building was partly chosen for its easy conversion to a hospital as well as the 20 acres of land that was leased with it. Theories around medical care, especially for those with mental traumas from war, were rapidly changing around this time. Open air and a tranquil setting were becoming important aspects of Veterans' care. Lenwood Hospital was also updated with the newest medical treatment rooms. As medical treatments changed, and the Norwood VA Medical Center expanded, the Lenwood Hospital building underwent different renovation campaigns to meet current needs and provide the best care.

The VA continued to expand the Norwood VA Medical Center until 1981, when the campus had 55 buildings. An extensive survey was done in 1981 of all the existing buildings on the site. It was determined that most were too damaged to repair, as the cost outweighed the benefit. Medical treatments and VA hospitals had also changed how they operated, and fewer employees were housed on the campus, and open land was not as much of a priority. A large new facility was built, and the existing buildings were either torn down, repurposed if the cost was not too great,

or left empty. The Lenwood Hospital sat empty until 2008, when Building 18 was rehabilitated for Veterans housing which was a part of Freedom's Path Augusta I and II.

Conclusion

The needs assessment and planning process for the Augusta Veterans Redevelopment Plan demonstrated a variety of assets, needs, and opportunities for Veterans and others in the Target Area. The goals and implementation strategies included in this plan provide a strategic approach to addressing community needs by building upon existing community assets through key opportunities. Targeting of City and other resources to the Augusta Veterans Redevelopment Plan Target Area will address the pressing need to increase the supply of affordable rental housing for homeless and disabled Veterans and provide for improved quality of life for Veterans and other residents in the redevelopment area.



Commission Meeting

May 16, 2023

HCD_ Laney Walker/Bethlehem New Construction of One (1) Single Family Home approval request

Department: HCD

Presenter: Hawthorne Welcher, Jr. and/or HCD Staff

Caption: Motion to **approve** Housing and Community Development Department's (HCD's) request to provide Laney Walker/Bethlehem Revitalization Funding to contract with Antioch Ministries, LLC to develop (new construction) one (1) single family unit, identified as 1242 Holley Street, within Laney Walker/Bethlehem. **(Approved by Administrative Services Committee May 9, 2023)**

Background: In 2008, the Augusta Commission passed legislation supporting community development in Laney Walker/Bethlehem. Since that time, the Augusta Housing & Community Development Department has developed a master plan and development guidelines for the area, set up financial incentive programs for developers and home buyers, selected a team of development partners to focus on catalytic change, and created a marketing strategy to promote the overall effort.

This project involves the new construction of one (1) single family home identified as 1242 Holley Street, within Laney Walker/Bethlehem.

<u>Address</u>	<u>Budget</u>	<u>Project Type</u>
1242 Holley Street Augusta, GA 30901	\$188,899.00	New Construction (Labor/ Materials)

Note: At closing, 100% of HCD's commitment to be returned to HCD.

Analysis: The approval of the contract will allow for development activities on these sites to begin.

Financial Impact: HCD utilizes Laney Walker/Bethlehem Revitalization funding.
Contract Amount 1242 Holley Street - \$188,899.00

Alternatives:	Deny HCD's request
Recommendation:	Motion to approve Housing and Community Development Department's (HCD's) request to provide Laney Walker/Bethlehem Revitalization Funding to contract with Antioch Ministries, LLC to develop (new construction) one (1) single family unit, identified as 1242 Holley Street, within Laney Walker/Bethlehem.
Funds are available in the following accounts:	Funding: Laney Walker/Bethlehem Revitalization funding GL Code: 298-07-7343-5413150
<u>REVIEWED AND APPROVED BY:</u>	Procurement Finance Law Administrator Clerk of Commission

CONTRACT**between****AUGUSTA, GEORGIA****And****ANTIOCH MINISTRIES INC., (AMI)**

in the amount of

\$188,899.00 USD**One Hundred Eighty-Eight Thousand Eight Hundred Ninety-Nine Dollars and 00/100**for Fiscal Year **2022**

Providing funding for

LANEY WALKER/BETHLEHEM REVITALIZATION PROJECT**1242 Holley Street**

THIS AGREEMENT (“Contract”), is made and entered into as of the ____ day of _____ 2023 (“the effective date”) by and between Augusta, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as “Augusta”), acting through the Housing and Community Development Department (hereinafter referred to as “HCD”) - with principal offices at 510 Fenwick Street, Augusta, Georgia 30901, as party of the first part, and (**ANTIOCH MINISTRIES INC.) AMI**, a developer, organized pursuant to the Laws of the State of Georgia, hereinafter called "AMI, as party in the second part.

WITNESSETH

WHEREAS, Augusta is qualified by the U. S. Department of Housing and Urban Development (hereinafter called HUD) as a Participating Jurisdiction, and has received Laney Walker/Bethlehem Bond Financing for the purpose of providing and retaining affordable and market rate housing for eligible families; and

WHEREAS, AMI a procured developer and contractor with HCD wishes to increase homeownership opportunities and preserve and increase the supply of affordable/market rate housing for eligible families; and

WHEREAS, Augusta wishes to enter into a contractual Agreement with AMI for the administration of eligible affordable and market rate housing development activities utilizing Laney Walker Bond Financing; and

WHEREAS, this activity has been determined to be an eligible activity in accordance with 24 CFR 92.504(c)(13) and will meet one or more of the national objectives and criteria outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development regulations; and

WHEREAS, AMI has been selected and approved through a solicitation process for development partners to assist in the redevelopment of Laney Walker and Bethlehem communities; and

WHEREAS, AMI has agreed to provide services funded through this contract free from political activities, religious influences or requirements; and

WHEREAS, AMI has requested, and Augusta has approved a total of **\$188,899.00** in funding to perform eligible activities as described in Article I; below:

NOW, THEREFORE, the parties of this Agreement for the consideration set forth below, do here and now agree to the following terms and conditions:

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

Project Description: AMI agrees to utilize approved Laney Walker/Bethlehem Bond financing funds to support project related costs associated with the Laney Walker/Bethlehem Redevelopment Project. AMI agrees to match Laney Walker/Bethlehem Bond funds 50% of total construction cost in the form of reimbursement. Under this Agreement:

- ✚ AMI, will perform as co-developer with a procured developer J. Lovett Homes with Laney Walker/Bethlehem.
- ✚ AMI, will perform new construction for one (1) single family detached home identified as property number **1242 Holley Street**.
- ✚ AMI, will perform all required construction management and project oversight, in accordance with all laws, ordinances, and regulations of Augusta.
- ✚ AMI, will perform all functions required to ensure delivery of a final product meeting all requirements as set forth by said Agreement to include:
 - Materials list to include brand name and/or model number of materials as specified or agreed to adjustments to specifications including but not limited to: appliances, windows, HVAC, fixtures, and First Quality lumber. AMI is to provide a finish schedule with the specifications, brands, and model numbers for all interior finishes 90 days from completion for agreement by HCD. Actual material invoices may be requested to verify charges.

B. Use of Funds: Laney Walker/Bethlehem Bond funds shall be used by AMI for the purposes and objectives as stated in Article I, Scope of Services, of this Agreement. The use of funding for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this Agreement based on **total material and labor cost of \$188,899.00**.

1. Profit

An amount not to exceed percent (50%) of the construction cost as outlined and approved in Article I. Scope of Services, Section B. Use of Funds and on the Work Write-Up, shall be paid to AMI for costs identified as necessary operating time and expenses in addition to the profit accrued in the development of one single family detached home identified as **1242 Holley Street**. The design and specifications of the property shall be approved by HCD prior to construction (see Appendix). HCD will have the latitude to pay O&P directly to the procured developer/contractor on a pay for performance basis or upon the sale of the single family detached home identified as **1242 Holley Street**.

2. Developer's Fee

N/A

3. Developer's Fee Disbursements

Developer's Fee shall be dispensed when construction is 100% completed and certificate of occupancy is received. Co-Developer's Fee is dispensed upon sale of the home and should not exceed sixteen percent (16%).

C. Program Location and Specific Goals to be Achieved

AMI shall conduct project development activities and related services in its project area Laney Walker/Bethlehem that incorporates the following boundaries: Fifteenth Street, R.A. Dent, Wrightsboro Road, Twiggs Street, MLK Boulevard and Walton Way.

D. Project Eligibility Determination

It has been determined that the use of Laney Walker/Bethlehem Bond Financing funds by AMI will be in compliance with legislation supporting community development in Laney Walker/Bethlehem as authorized under the Urban Redevelopment Authority which acts in behalf of the Augusta Commission to provide oversight of the operation of the Laney Walker/Bethlehem Redevelopment Project. Notwithstanding any other provisions of this contract, AMI shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract.

ARTICLE II. BUDGET AND METHOD OF PAYMENT

AMI will carry out and oversee the implementation of the project as set forth in this Agreement and agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, AMI may engage the services of outside professional services consultants and contractors to help carry out the program and projects.

A. Augusta shall designate and make funds available in the following manner:

1. Augusta agrees to pay AMI a maximum of **\$188,899.00** under this Agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to AMI's compliance with all terms and conditions of this Agreement and the procedures for documenting expenses and activities as set forth in said Agreement.
2. The method of payment for construction costs, including only materials and labor as outlined and approved on the Work Write-Up, not to exceed the aforementioned contracted amount of **\$188,899.00** and shall be on a pay for performance basis provided AMI and HCD determine the progress is satisfactory. AMI shall utilize the AIA Form provided by HCD (see Appendix). For invoicing, AMI will include documentation showing proof of completion of work in accordance with the amount requested, inspected, and accepted by HCD, lien waivers for vendors and sub-contractors, as specified in the Work Write-Up found in Exhibit B & E.

3. When nearing 50%, the co-developer, AMI, should be prepared to pay their 50%: **\$94,449.50** as agreed to HCD for material and labor only.
4. HCD will monitor the progress of the project and AMI, performance on a weekly basis with regards to the production of housing units and the overall effectiveness of project.
5. Upon the completion of this Agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter. AMI and HCD shall share in the cost and proceeds of developing the residence at **1242 Holley Street** as follows:
6. Funds may not be transferred from line item to line item in the project budget without the prior written approval of Augusta Housing and Community Development.
7. This Agreement is based upon the availability of funding under the Laney Walker/Bethlehem Revitalization Project. Should funds no longer be available, it is agreed to by both parties that this contract shall terminate and any AMI deemed satisfactorily progress made within the contracted construction only amount not to exceed fifty percent (50%) shall be paid to AMI
8. HCD will retain ten percent (10%) of an amount within the one hundred percent (100%) of construction costs, including only materials and labor as outlined and approved on the Work Write-Up, after the Certificate of Occupancy has been issued until AMI and HCD determine that all HCD punch-list items have been satisfied.

B. Project Financing

The Augusta Housing and Community Development will provide an amount not to exceed the actual construction costs including only materials and labor as outlined and approved on the Work Write-Up to be expended by AMI for construction costs related to the development of one single family detached home identified as **1242 Holley Street**.

Additionally, HCD will provide 100% of all change orders (where applicable) as approved by HCD and AMI in writing.

All funding is being provided as payment for services rendered as per this Agreement.

C. Timetable for Completion of Project Activities

AMI, shall be permitted to commence with the expenditure of Laney Walker Bethlehem Bond Financing funds as outlined in said Agreement upon procurement of a construction contractor in accordance with its policies and procedures; and approval of a detailed outline of project expenditures anticipated for the completion of the development within 120 days of said home identified as **1242 Holley Street**.

Liquidated Damages

AMI agrees to pay as liquidated damages to HCD the sum of two hundred dollars (\$200.00) for each consecutive calendar day after the expiration of the Contract Time of Completion Time, except for authorized extensions of time by Augusta. This section is independent of any section within this Agreement concerning the default of AMI. The parties agree that these provisions for

liquidated damages are not intended to operate as penalties for breach of Contract.

The liquidated damages set forth above are not intended to compensate Augusta for any damages other than inconvenience and loss of use or delay in services. The existence or recovery of such liquidated damages shall not preclude Augusta from recovering other damages in addition to the payments made hereunder which Augusta can document as being attributable to the documented failure of AMI. In addition to other costs that may be recouped, Augusta may include costs of personnel and assets used to coordinate, inspect, and re-inspect items within this Agreement as well as attorney fees if applicable.

Specified excuses

AMI is not responsible for delay in performance caused by hurricanes, tornados, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.

Temporary Suspension or Delay of Performance of Contract

To the extent that it does not alter the scope of this Agreement, Augusta may unilaterally order a temporary stopping of the work or delaying of the work to be performed by AMI under this Agreement.

D. Project Budget: Limitations

All costs associated with construction, O&P, construction management, and real estate expenses have been outlined in said Agreement as percentage-based costs related to the development of one single family detached home identified as **1242 Holley Street** as part of the Laney Walker/Bethlehem Revitalization Project. HCD will have the latitude to pay such costs directly to the procured construction contractor. AMI shall be paid a total consideration of no more than **\$188,899.00** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of HCD. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta unless otherwise agreed to by Augusta and AMI

Augusta shall adhere to the budget as outlined in the Work Write-Up (Exhibit B) in the performance of this contract.

ARTICLE III. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this Agreement is executed by Augusta and AMI (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article II.C, or in accordance with ARTICLE X: Suspension and Termination.

ARTICLE IV. DOCUMENTATION AND PAYMENT

- A. This is a pay-for-performance contract and in no event shall HCD provide advance funding to AMI or any subcontractor hereunder.
- B. AMI shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- C. Subject to AMI's compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- D. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 "Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" as well as the procurement policy of Augusta.
- E. Requests by AMI for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than thirty (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes Updated Exhibit A- schedule (Gantt Chart), Updated Exhibit B- Work Write-Up, and AIA Form.
- F. AMI shall maintain an adequate financial system and internal fiscal controls.
- G. Unexpended Funds: Unexpended funds shall be retained by Augusta upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by AMI.
- H. The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.
- I. Upon the sale of the detached single-family home at **1242 Holley Street**, HCD is to provide AMI with any outstanding payments on approved invoices and related costs received within ten (10) business days.

ARTICLE V. ADMINISTRATIVE REQUIREMENTS

Conflict of Interest

AMI agrees to comply with the conflict of interest provisions contained in 24 CFR 85.36, 570.611, OMB Circular A-110 and OMB Circular A-102 as appropriate.

This conflict of interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of AMI. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Agreement. AMI in the persons of Directors, Officers,

Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict of Interest Affidavit. (Affidavit form attached as part in parcel to this Agreement).

Augusta may, from time to time, request changes to the scope of this Agreement and obligations to be performed hereunder by AMI. In such instances, AMI shall consult with HCD/Augusta on any changes that will result in substantive changes to this Agreement. All such changes shall be made via written amendments to this Agreement and shall be approved by the governing bodies of both Augusta and AMI.

Statutes, regulations, guidelines, and forms referenced throughout this Agreement are listed in Appendix A and are attached and included as part in parcel to this Agreement.

ARTICLE VI. OTHER REQUIREMENTS

- A. AMI agrees that it will conduct and administer activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act" and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in AMI publications and/or advertisements. (24 CFR 570.601).
- B. AMI agrees that the ownership in the housing assisted units must meet the definition of "homeownership" in §92.2.
- C. AMI agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act.
- D. No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 570.603)
- E. AMI agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR Part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is in compliance with the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by HCD pursuant to (24 CFR 570.604).
- F. Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), AMI agrees that funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.
- G. AMI agrees to take all reasonable steps to minimize displacement of persons as a result of assisted activities. Any such activities will be conducted in accordance with the Uniform

Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 570.606).

- H. AMI agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin. AMI will in all solicitations or advertisements for employees placed state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.
- I. AMI will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. AMI will take appropriate action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, national origin, or familial status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. AMI agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause.

- J. In accordance with Section 570.608 of the CDBG Regulations, AMI agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.
- K. AMI agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended, or ineligible contractor has been approved and reinstated by HCD.
- L. In accordance with 24 CFR part 24, subpart F, AMI agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.
- M. Any publicity generated by AMI for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of HCD in making the project possible. The words "Augusta, Georgia Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.
- N. AMI shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. AMI agrees to obtain all necessary permits for intended improvements or activities.
- O. AMI shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.
- P. AMI agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by HCD, setting forth the provisions of this nondiscrimination clause. Except as prohibited by law or the March 14, 2007, Court Order in the case Thompson Wrecking, Inc. v. Augusta, Georgia, Civil Action No. 1:07-CV-019 (S.D. GA 2007). **ANY LANGUAGE THAT VIOLATES THIS COURT ORDER IS VOIDABLE BY THE AUGUSTA GOVERNMENT.** AMI agrees to comply with any federally mandated requirements as to minority and women owned business enterprises.
- Q. All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor in connection with the

physical performance of services pursuant to its contract with Augusta, Georgia, the contractor will secure from such subcontractors each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A §13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to HCD at the time the subcontractors are retained to perform such physical services.

- R. AMI agrees that low and moderate income persons reside within Augusta-Richmond County and that contract for work in connection with the project be awarded to eligible businesses which are located in or owned in substantial part by persons residing in Richmond County. (24 CFR 570.697) **Utilization of contractors and/or subcontractors outside of the Augusta, Georgia- Richmond County area is not desirable.**
- S. AMI agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR Part 8 shall include sleeping accommodations.
- T. AMI will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. AMI will not discriminate against any person applying for shelter on the basis of religion. AMI will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.
- U. Indirect costs will only be paid if AMI has indirect cost allocation plan approved by the Augusta Housing and Community Development prior to the execution of this Contract.
- V. HCD shall not approve any travel or travel related expenses to AMI with funds provided under this.

W. Construction Requirements

In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All housing assisted under this Agreement is "new construction" by definition and therefore must meet the local building codes for new housing in Augusta, Georgia, as applicable.

AMI is required by state and local laws, to dispose of all site debris, trash, and rubble from the project be transported to and disposed of at the Augusta, Georgia Solid Waste Landfill in accordance with local and state regulations. The contractor shall provide evidence of proper disposal of, the name and location of the disposal facility, date of disposal and all related fee. Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of AMI or any subcontractor of AMI or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta Housing & Community Development Department.

ARTICLE VII. SUSPENSION AND TERMINATION

- A. In the event AMI materially fails to comply with any terms of this Agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE II.C, Augusta, Georgia may withhold cash payments until AMI cures any breach of the Agreement. If AMI fails to cure the breach, Augusta may suspend or terminate the current award of funds. AMI will not be eligible to receive any other funding.
- B. Damages sustained as a result of any breach of this Agreement. In addition, to any other remedies it may have at law or equity, HCD may withhold any payments to AMI for the purposes of offsetting the exact amount of damages once determined.
- C. In the best interest of the project and to better serve the people in the target areas and fulfill the purposes of the Laney Walker/ Bethlehem Revitalization project, either party may terminate this Agreement upon giving thirty (30) day notice in writing of its intent to terminate, stating its reasons for doing so. In the event Augusta terminates this Agreement, Augusta shall pay AMI for documented committed eligible costs incurred prior to the date of notice of termination.
- D. Notwithstanding any termination or suspension of this Agreement, AMI shall not be relieved of any duties or obligations imposed on it under this Agreement with respect to HCD funds previously disbursed or income derived therefrom.
- E. To the extent that it does not alter the scope of this Agreement, Augusta, GA may unilaterally order a temporary stopping of the work or delaying of the work to be performed by AMI under this contract.

ARTICLE VIII. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice.

Augusta will receive all notices at the address indicated below:

Office of the Administrator
ATTN: Takiyah Douse, Interim City Administrator
Municipal Building
535 Telfair Street, Suite 910
Augusta, Georgia 30901

With copies to:
Augusta Housing and Community Development Department
ATTN: Hawthorne Welcher, Jr., Director
510 Fenwick Street
Augusta, Georgia 30901

AMI will receive all notices at the address indicated below:

AMI Development Corporation
 ATTN: Scylance Scott
 1378 Laney Walker Blvd #100
 Augusta, GA 30901

With copies to:
 J. Lovett Homes
 3062 Damascus Road-Suite G
 Augusta, GA 30909

ARTICLE IX. INDEMNIFICATION

AMI will at all times hereafter indemnify and hold harmless Augusta, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Agreement. By execution of this Agreement, AMI specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

Should it become necessary to determine the meaning or otherwise interpret any work, phrase or provision of this Agreement, or should the terms of this Agreement in any way be the subject of litigation in any court of laws or equity. It is agreed that the laws of the State of Georgia shall exclusively control the same.

The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors and assigns, all jointly and severally under the terms of this Agreement.

ARTICLE X. PRIOR AND FUTURE AGREEMENTS

This Document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. HCD is not obligated to provide funding of any kind to AMI beyond the term of this Agreement.

AMI warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by AMI for the purpose of securing business and that AMI has not received any non-Augusta fee related to this Agreement without the prior written consent of HCD. For breach or violation of this warranty, HCD shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement prices of consideration the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XI. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Agreement shall forthwith be amended to make such insertion.

ARTICLE XII. DISCLAIMER

Any and all language in this Agreement pertaining to HUD regulations and/or the utilizations of HOME funding is deemed voidable when utilizing Laney Walker Bond funds in its entirety. However, if there are any federal funds utilized by this project, including Homebuyer Subsidy funds, this Agreement will be enforceable in its entirety.

ARTICLE XIII. COUNTERPARTS

This Agreement is executed in two (2) counterparts— each of which shall be deemed an original and together shall constitute one and the same Agreement with one counterpart being delivered to each party hereto.

ARTICLE XIV. INSURANCE

The DEVELOPER/CONTRACTOR shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

- A. Workmen's Compensation Insurance – in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.
- C. Property Damage Insurance – in an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.
- D. Valuable Papers Insurance – in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.
- E. Professional Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above:

Approved as to Form by (please initial here):
Augusta, GA Law Department

Date: _____

By: _____
Mayor Garnett L. Johnson, as its Mayor

Date: _____

By: _____
Takiyah Douse, as its Interim Administrator

Date: _____

By: _____
Hawthorne Welcher, Jr., as its Director

Date: _____

Affix Seal Here:

By: _____
Lena Bonner, as its Clerk of Commission

ATTEST:AMI

ATTEST:

By: _____
Owner

Owner

Date: _____

By: _____
Owner

Date: _____

APPENDIX 1
Architectural Plans/Designs

DRAFT

APPENDIX 2
American Institute of Architects (AIA) Form - Sample

DRAFT

APPENDIX 3
Statutes: (Available on Request)

OMB Circular A-110 - Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A- 122 - Cost Principles for Non-Profit Organizations

OMB Circular A-133 - Audits of Institutions of Higher Education & other Non-Profit Institutions

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

24 CFR 35 – HUD Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally-Owned Residential Property being sold, Final Rule

Augusta, Georgia- Richmond County Procurement Policy

Conflict of Interest Affidavit

APPENDIX 4
CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:
 - A. All work shall be in compliance with the International Building Code current edition of National Electric Code, International Plumbing and Mechanical Code, and ADA 2010 Guidelines.
 - B. Georgia Energy Code International Energy Conservation Code (IECC-2015).
 - C. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
 - D. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).
 - E. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972).
 - F. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors or HCD's agent will review these items for compliance with new construction and/or rehabilitation standards and materials use.
3. Rehabilitation Standards. All rehabilitation work will comply with the "Uniform Physical Condition Standards for HUD Housing." Workmanship and material standards will comply with the Antioch Ministries, Inc. -Richmond County Housing & Community Development Department Contractors Manual and Performance Standards. A copy of this manual is provided to every contractor when included on the HCD Approved Contractors List. A copy is enclosed for inclusion.
4. Inspections. All projects will be inspected and approved by an HCD Construction and Rehabilitation Inspector or HCD's agent prior to release of the funds for that project.

APPENDIX 5
CONTRACTOR ACKNOWLEDGEMENT

J. Lovett Homes acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioner and approval of the Mayor. Under Georgia law, J. Lovett Homes is deemed to possess knowledge concerning HCD ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to HCD under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that J. Lovett Homes may be precluded from recovering payment for such unauthorized goods or services. Accordingly, J. Lovett Homes agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if J. Lovett Homes provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by J. Lovett Homes. J. Lovett Homes assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia (Laney Walker/Bethlehem Revitalization Project), and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized including, without limitation, all remedies at law or equity. This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

Name
J. Lovett Homes,
Owner

EXHIBIT A
PROJECT SCHEDULE OF COMPLETION

J. Lovett Homes MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT A- WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS AGREEMENT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT HCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT. A SAMPLE SCHEDULE IS PROVIDED.

EXHIBIT B
WORK WRITE-UP

DRAFT

EXHIBIT C
PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. HCD must review and approve all new construction work, project specifications and total development cost for each residential development project before work is commenced and before funds can be released for payment reimbursement. Construction payments will be released to AMI in accordance with the attached drawdown schedule and budget.
2. HCD will provide the lot on which all new construction efforts will be performed under this Agreement and in connection with the project.
3. With HCD approval, AMI may use funds under this Agreement for the following purposes:
 - a. To support development costs as outlined in Item 6 below.
4. Completion delays, remedies, and penalties.
 - a. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may:
 - i. Terminate the contractor in accordance with the “Provisions for Augusta Housing and Community Development Department (HCD)” clause of this contract.
 - ii. Assess liquidated damages of Two Hundred Dollars (\$200) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.
 - b. The contractor shall not be charged with liquidated damages for any delays in the completion of the work due:
 - i. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other National, State, or City/County emergency.
 - ii. To any acts of the Owner that hinder the progress of the work;
 - iii. To cause not reasonable foreseeable by the parties in this contract at the time the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; acts of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; and weather or unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and
 - iv. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies HCD and AMI in writing of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole, in the form of an amendment to this contract.

5. New Construction Costs and Requirements

- a. J. Lovett Homes will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications, and the project budget.
- b. J. Lovett Homes must make sure contractors obtain and post all permits on job site.
- c. J. Lovett Homes must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
- d. HCD or its agent may continually inspect each house for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the house is not being built or rehabilitated in accordance with plans and specifications, or if the project is not on schedule.

6. Permanent Financing and Sales Prices

- a. The sales price of each home sold in accordance with this Agreement must be based on a formal appraisal. Unless otherwise agreed to by HCD, the sales price of each house shall not exceed the appraised value of the house.
- b. The purchasers of houses constructed must meet the Augusta, GA requirements.
- c. Buyers will be required to borrow no less than 80% of the sale prices of the house from a private lending institution unless otherwise agreed to by HCD.



PARAGON
HOME DESIGNS

809-A OAKHURST DR.
EVANS, G.A. 30809
OFFICE: 706-364-8554
FAX: 706-955-7945

Revision Table	
Date	Description

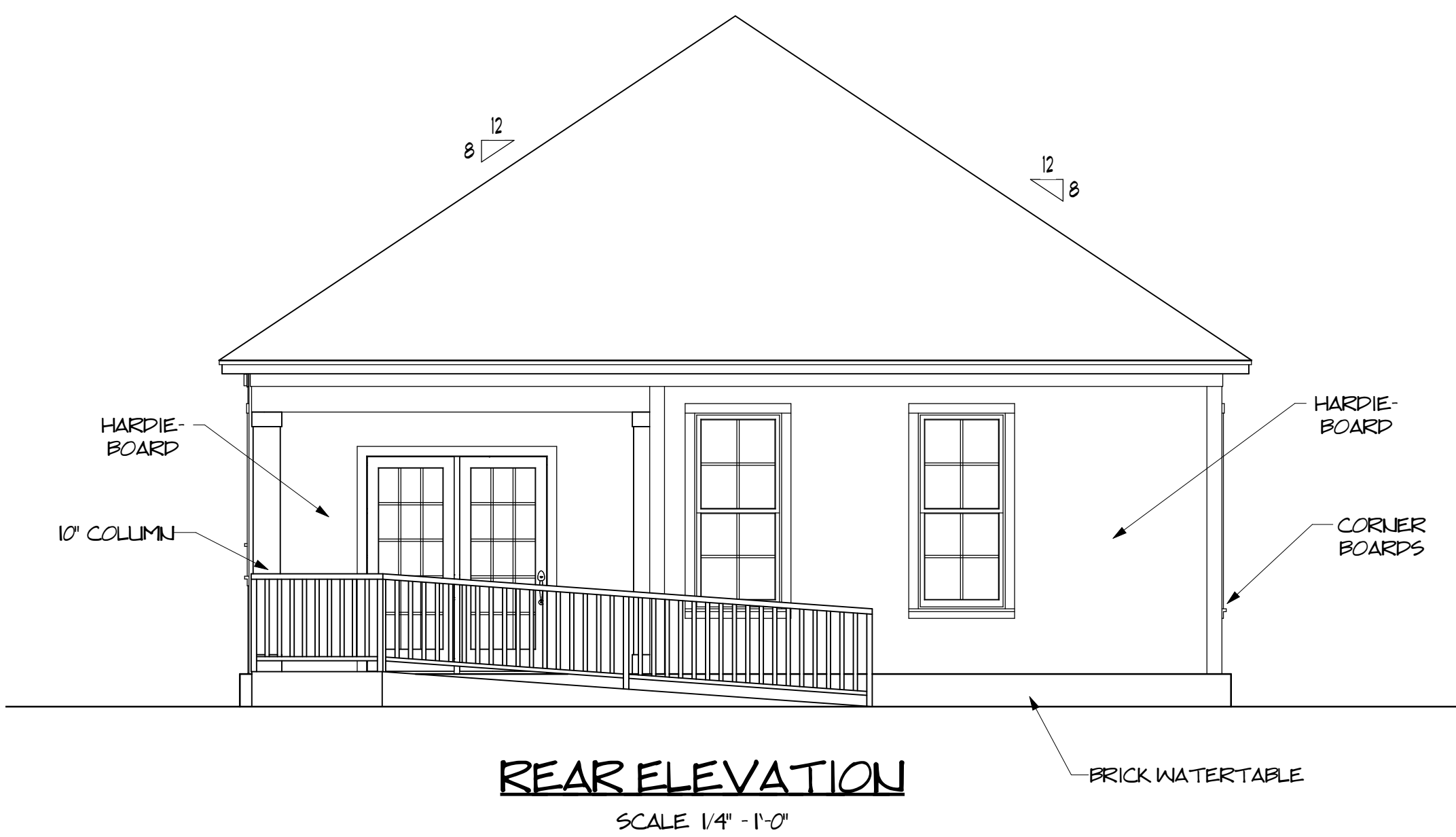
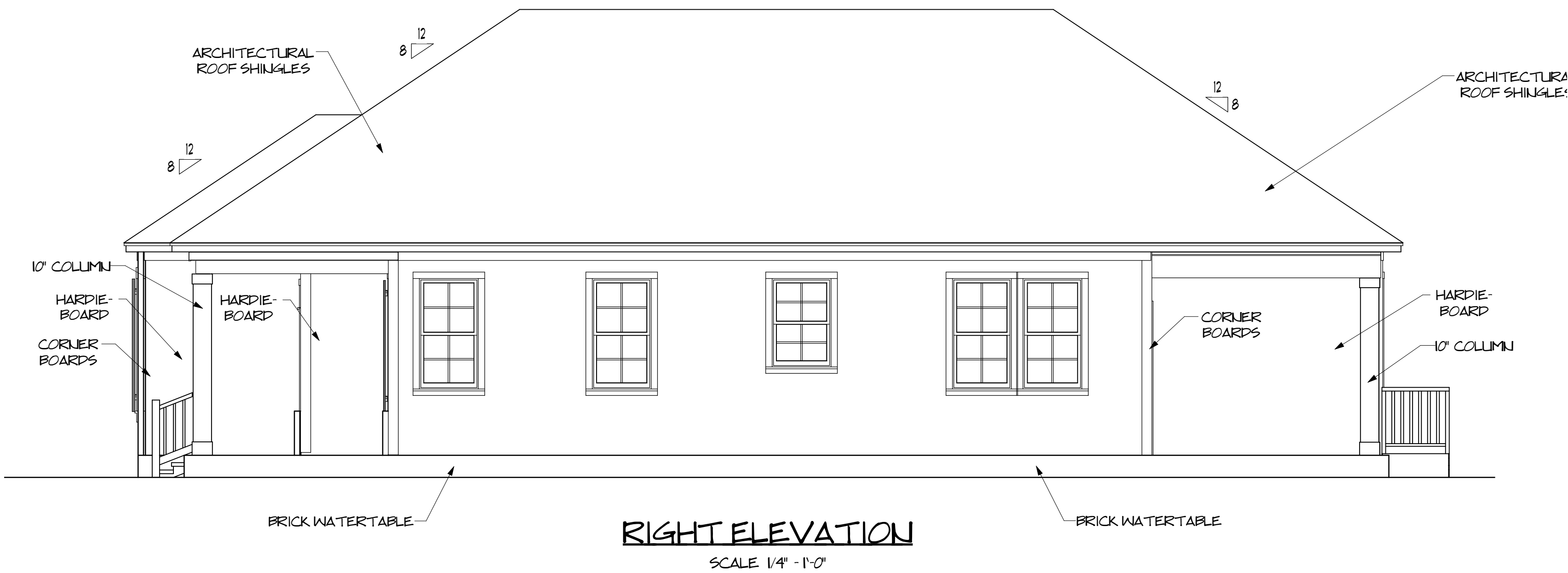
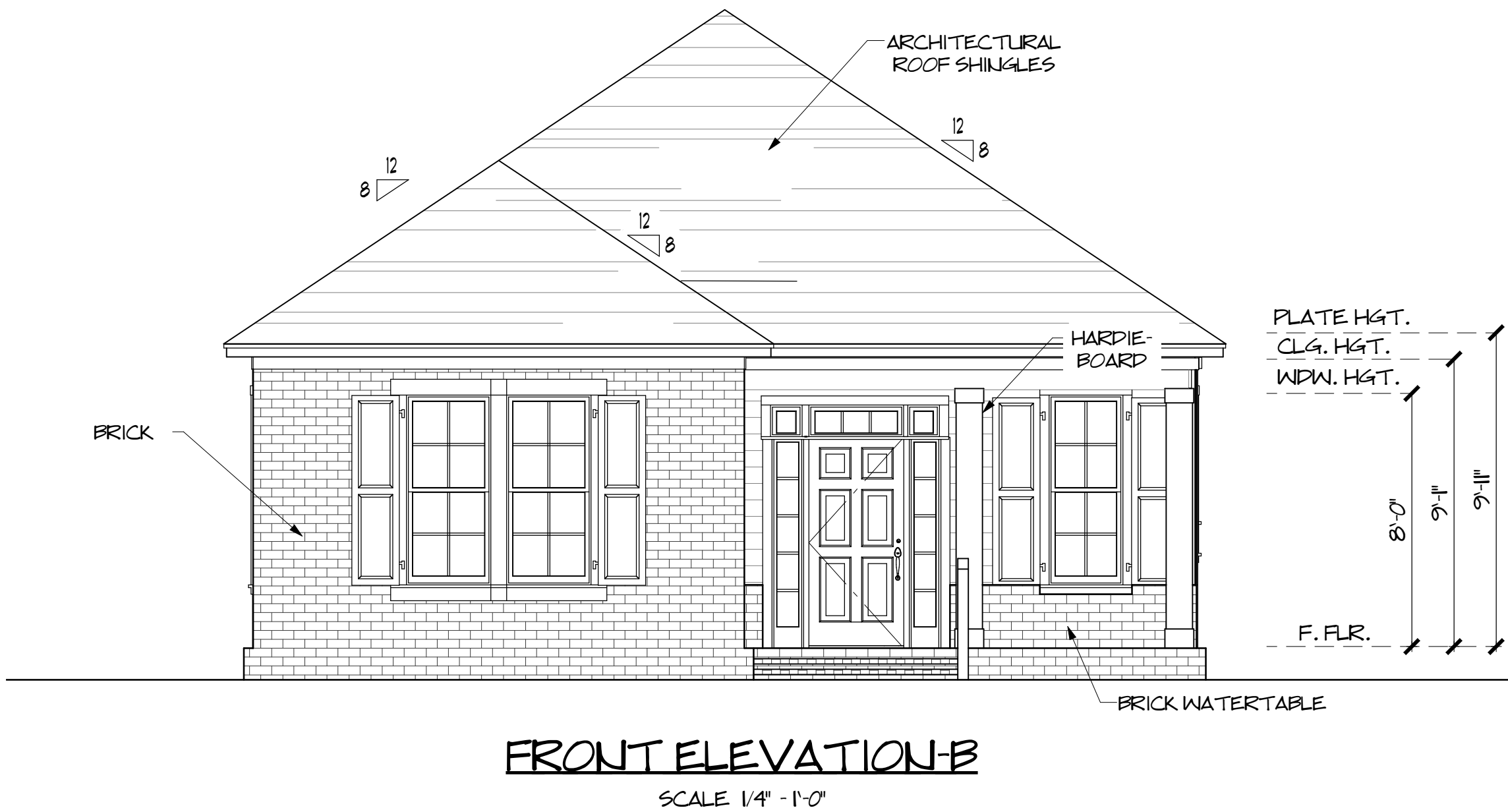
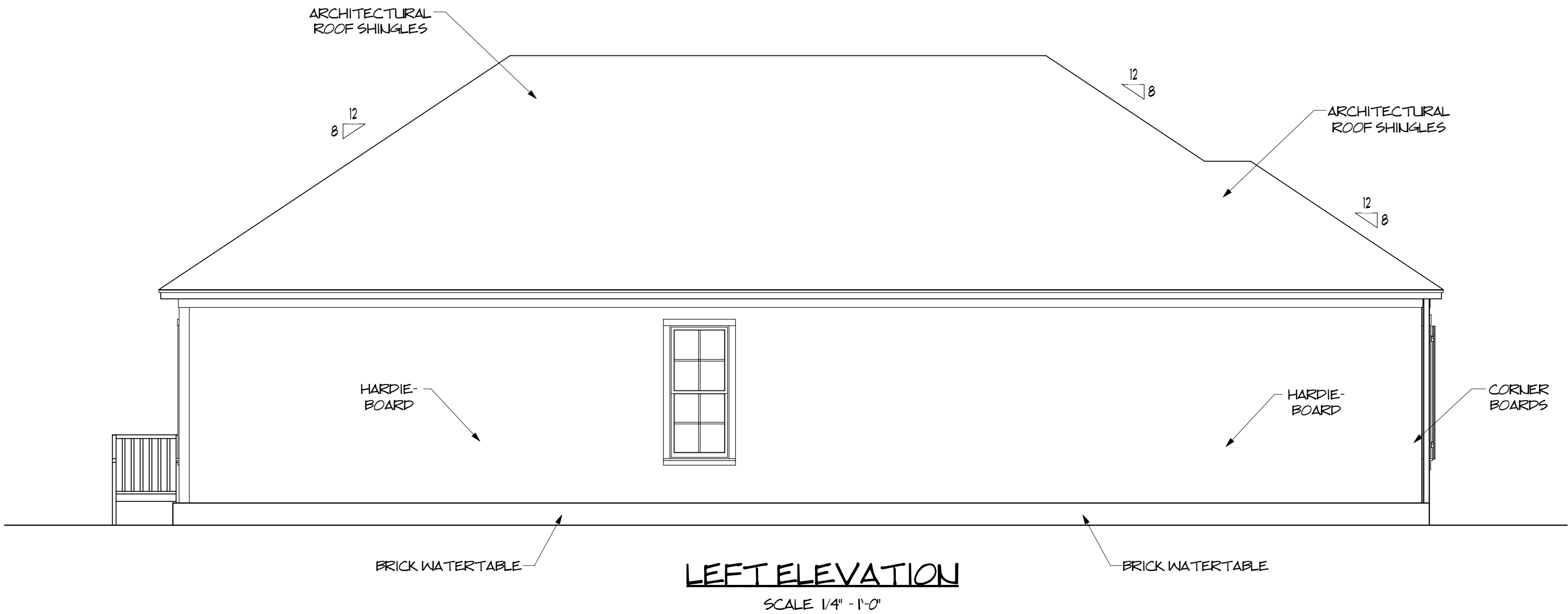
TWELVE TWENTY
NINE PLAN
PROJECT DESCRIPTION:

DISCLAIMER NOTES:
TO the best of my knowledge these plans are drawn to comply with owner's and/ or builder's specifications and any changes made after prints are made and/ or approved will be done at the owner's and/or builder's expense and responsibility. The contractor shall verify enclosed drawing for builder and/or owner's standards. PARAGON HOME DESIGNS LLC. is not liable for design discrepancies once construction has begun. While every effort has been made in the preparation of this plan to avoid any oversights, the maker can not guarantee against human error. The contractor of the job must check all dimensions and other details prior to construction and be solely responsible thereafter.

A-1

SHEET # 1 OF 4

SCALE: AS NOTED
DATE PRINTED: 2/14/2020



VENTILATION NOTES:

ALL COMBUSTION APPLIANCES WILL BE VENTED DIRECTLY TO THE EXTERIOR. FURNACE FIREBOX AND TANKLESS WATER HEATER SHALL HAVE OUTSIDE COMBUSTION AIR SUPPLY PURSUANT TO I.R.C. 2015 AND LOCAL CODES.

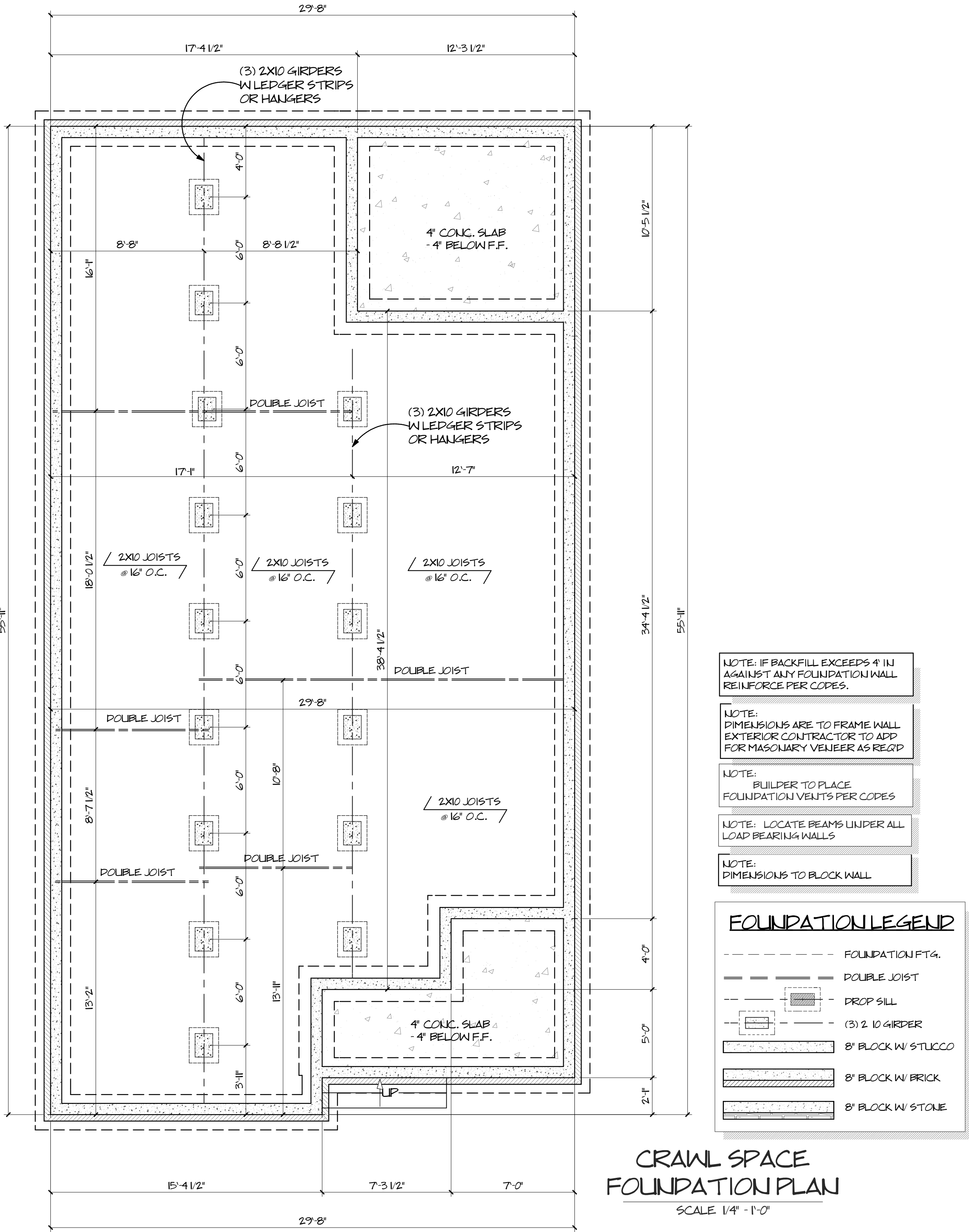
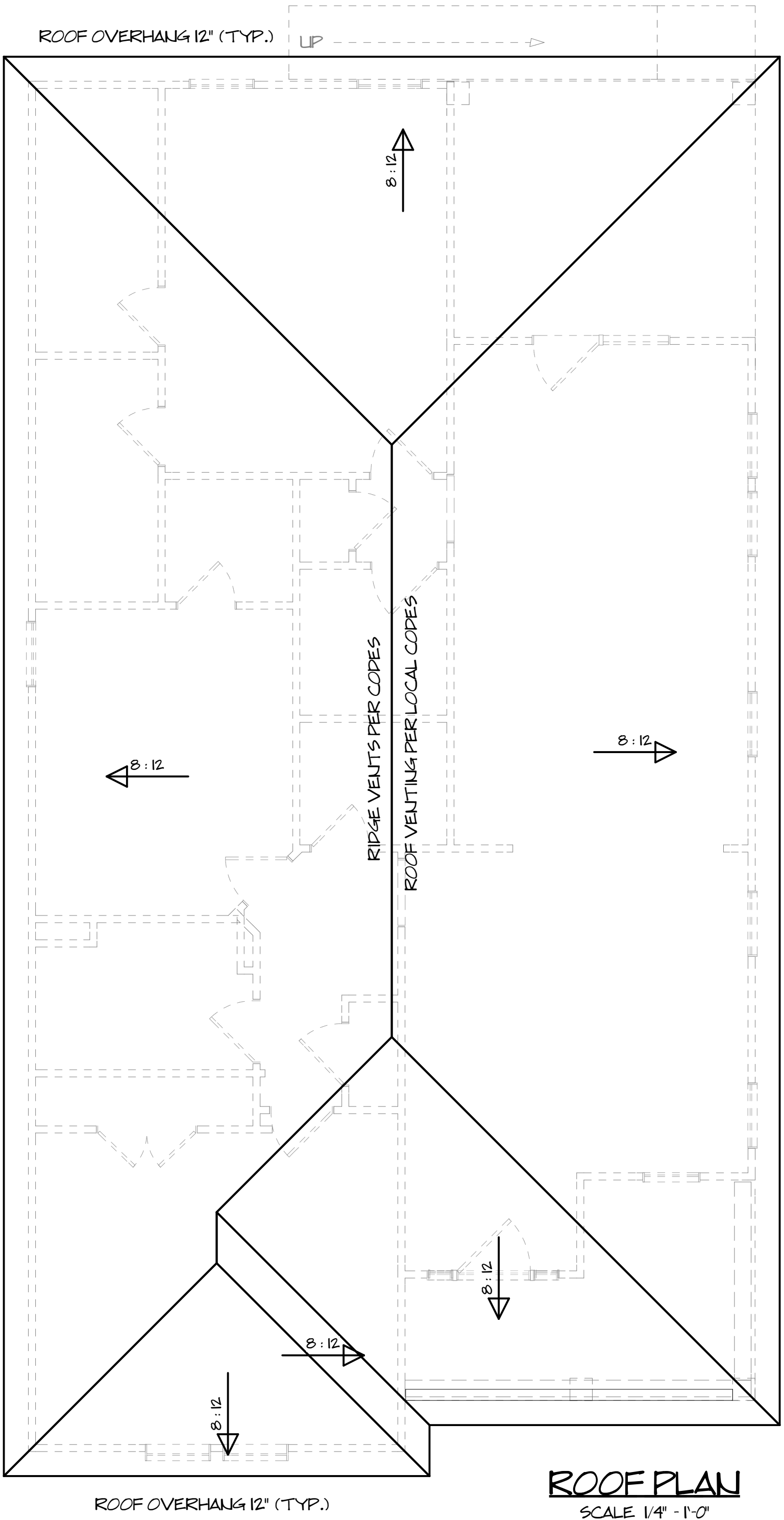
ATTIC SHALL HAVE VENTILATION EQUAL TO 1 SQ. FOOT PER 150 SQ. FEET OF ATTIC SPACE. VENTILATION SHALL BE PROTECTED FROM SNOW AND RAIN AND SHALL BE COVERED WITH GALVANIZED WIRE SCREEN. OPENINGS SHALL BE LOCATED TO PROVIDE CROSS VENTILATION.

EXHAUST ALL VENTS AND FANS DIRECTLY TO OUTSIDE VIA METAL DUCTS. PROVIDE 90 CFM (MIN) FANS TO PROVIDE 5 AIR CHANGES PER HOUR IN BATHS CONTAINING TUB AND / OR SHOWER.

FOUNDATION CRAWL SPACES SHALL HAVE VENTILATION EQUAL TO ONE SQ. FOOT PER 150 SQ. FEET OF FLOOR SPACE. VENTS SHALL BE COVERED WITH GALVANIZED WIRE SCREEN. VENTS SHALL BE LOCATED TO PROVIDE CROSS VENTILATION.

R905.2.2 SLOPE. ASPHALT SHINGLES SHALL BE USED ONLY ON ROOF SLOPES OF TWO UNITS VERTICAL IN 12 UNITS HORIZONTAL (2:12) OR GREATER. FOR ROOF SLOPES FROM TWO UNITS VERTICAL IN 12 UNITS HORIZONTAL (2:12) UP TO FOUR UNITS VERTICAL IN 12 UNITS HORIZONTAL (4:12), DOUBLE UNDERLAYMENT APPLICATION IS REQUIRED IN ACCORDANCE WITH SECTION R905.11.

R806.1 VENTILATION REQUIRED. ENCLOSED ATTICS AND ENCLOSED RAFTER SPACES FORMED WHERE CEILINGS ARE APPLIED DIRECTLY TO THE UNDERSIDE OF ROOF RAFTERS SHALL HAVE CROSS VENTILATION FOR EACH SEPARATE SPACE BY VENTILATING OPENINGS PROTECTED AGAINST THE ENTRANCE OF RAIN OR SNOW. VENTILATION OPENINGS SHALL HAVE A LEAST DIMENSION OF 1/16 INCH (1.6 MM) MINIMUM AND 1/4 INCH (6.4 MM) MAXIMUM. VENTILATION OPENINGS HAVING A LEAST DIMENSION LARGER THAN 1/4 INCH (6.4 MM) SHALL BE PROVIDED WITH CORROSION-RESISTANT WIRE CLOTH SCREENING, HARDWARE CLOTH OR SIMILAR MATERIAL WITH OPENINGS HAVING A LEAST DIMENSION OF 1/16 INCH (1.6 MM) MINIMUM AND 1/4 INCH (6.4 MM) MAXIMUM. OPENINGS IN ROOF FRAMING MEMBERS SHALL CONFORM TO THE REQUIREMENTS OF SECTION R802.7. REQUIRED VENTILATION OPENINGS SHALL OPEN DIRECTLY TO THE OUTSIDE AIR.



Item 19.

PARAGON
HOME DESIGNS

809-A OAKHURST DR.
EVANS, G.A. 30809
OFFICE: 706-364-8554
FAX: 706-955-7945

Revision Table	
Date	Description

TWELVE TWENTY
NINE PLAN

PROJECT DESCRIPTION:

DISCLAIMER NOTES:
TO the best of my knowledge these plans are drawn to comply with owner's and/ or builder's specifications and any changes made after prints are made and/ or approved will be done at the owner's and/or builder's expense and responsibility. The contractor shall verify enclosed drawing for builder and/or owner's standards. PARAGON HOME DESIGNS LLC. is not liable for design discrepancies once construction has begun. While every effort has been made in the preparation of this plan to avoid any oversights, the maker can not guarantee against human error. The contractor of the job must check all dimensions and other details prior to construction and be solely responsible thereafter.

A-2

SHEET # 2 OF 4

SCALE: AS NOTED
DATE PRINTED: 2/14/2020

353

www.paragonhomedesigns.com



PARAGON
HOME DESIGNS

809-A OAKHURST DR.
EVANS, G.A. 30809
OFFICE: 706-364-8554
FAX: 706-955-7945

Revision Table	
Date	Description

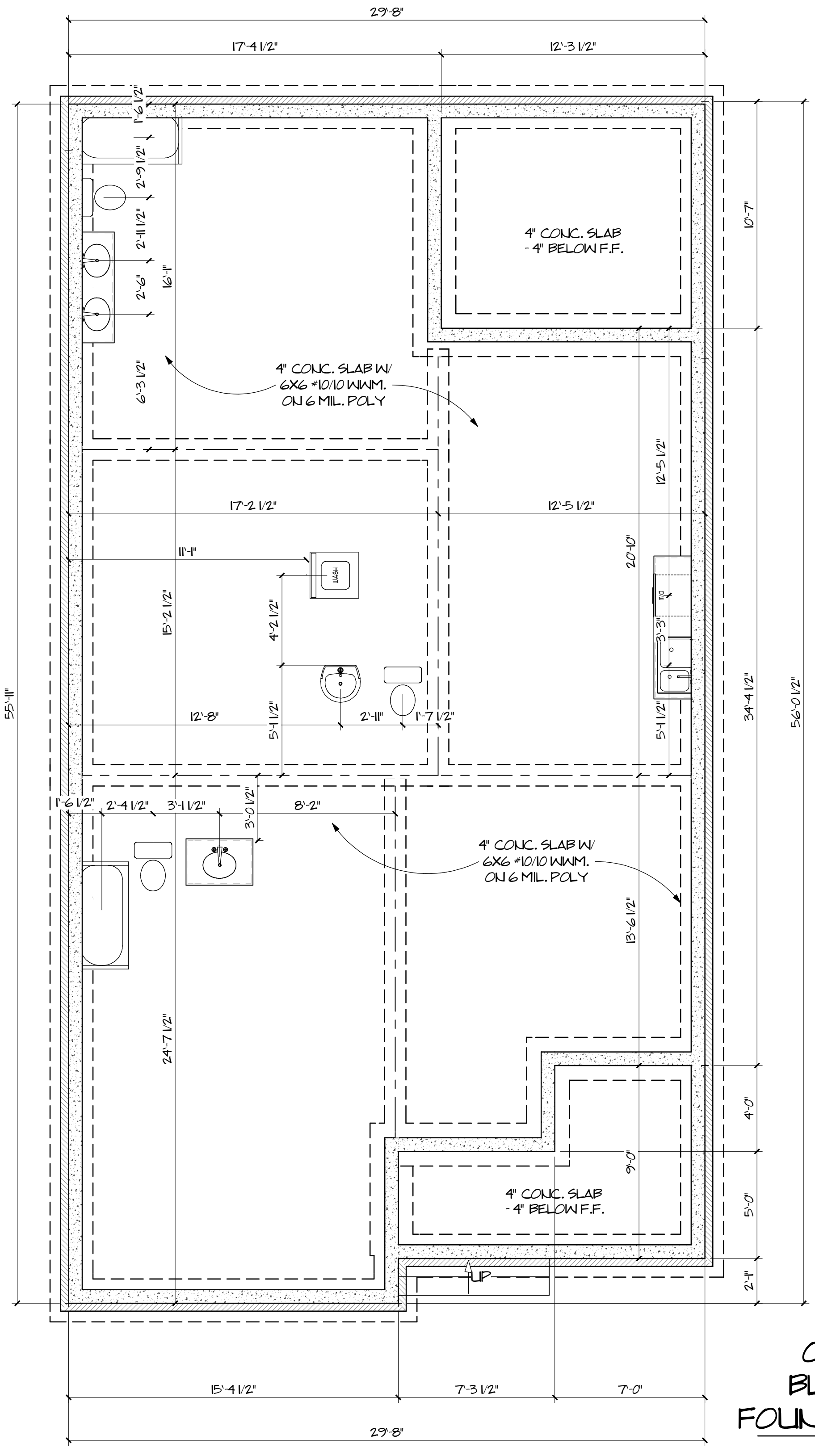
TWELVE TWENTY
NINE PLAN
PROJECT DESCRIPTION:

DISCLAIMER NOTES:
TO the best of my knowledge these plans are drawn to comply with owner's and/ or builder's specifications and any changes made after prints are made and/ or approved will be done at the owner's and/or builder's expense and responsibility. The contractor shall verify enclosed drawing for builder and/or owner's standards. PARAGON HOME DESIGNS LLC. is not liable for design discrepancies once construction has begun. While every effort has been made in the preparation of this plan to avoid any oversights, the maker can not guarantee against human error. The contractor of the job must check all dimensions and other details prior to construction and be solely responsible thereafter.

A-3

SHEET # 3 OF 4

SCALE: AS NOTED
DATE PRINTED: 2/14/2020



NOTE: ROUGH PLUMBING LOCATIONS SHOWN FOR REFERENCE ONLY

NOTE: DIMENSIONS TO BLOCK WALL

NOTE: LOCATE GRADE BEAMS UNDER ALL LOAD BEARING WALLS

NOTE: IF BACKFILL EXCEEDS 4' IN AGAINST ANY FOUNDATION WALL REINFORCE PER CODES.

NOTE: DIMENSIONS ARE TO FRAME WALL EXTERIOR CONTRACTOR TO ADD FOR MASONARY VENEER AS REQ'D

ELECTRICAL DATA & AUDIO NOTES:

HOME OWNER SHALL DO A WALK-THRU WITH RELEVANT INSTALLERS TO VERIFY THE EXACT LOCATION FOR OUTLETS, LIGHTS, SWITCHES, CABLE, DATA, PHONE, AUDIO, ETC. ELECTRICAL PLANS SHOWN ARE FOR COPE MINIMUM REFERENCE.

ELECTRICAL NOTES:

1. ELECTRICAL RECEPTACLES IN BATHROOMS, KITCHENS AND GARAGES SHALL BE G.F.I. OR G.F.I.C. PER NATIONAL ELECTRICAL CODE REQUIREMENTS.
2. PROVIDE ONE SMOKE DETECTOR IN EACH ROOM AND ONE IN EACH CORRIDOR ACCESSING BEDROOMS. CONNECT SMOKE DETECTORS TO HOUSE POWER AND INTER-CONNECT SMOKE DETECTORS SO THAT, WHEN ANY ONE IS TRIPPED, THEY ALL WILL SOUND. PROVIDE BATTERY BACKUP FOR ALL UNITS.
3. CIRCUITS SHALL BE VERIFIED WITH HOME OWNER PRIOR TO WIRE INSTALLATION.
4. FINAL SWITCHES FOR TIMERS AND DIMMERS SHALL BE VERIFIED WITH HOME OWNER.
5. FIXTURES TO BE SELECTED BY HOME OWNER.

(AUDIO NOTES ONLY IF APPLICABLE)

AUDIO:

1. LOCATE SPEAKERS AND AUDIO CONTROLS AS INDICATED IN THE PLAN. RUN CIRCUIT OF SPEAKER WIRING TO AUDIO HOME PANEL SPECIFIED BY FLOOR.
2. AUDIO SPEAKERS TO BE APPROVED BY HOME OWNER.
3. LOCATE JACKS AS INDICATED IN THE PLAN. INSTALL DATA / CABLE PANEL SIMILAR TO "ON Q". SYSTEM TO BE APPROVED BY HOME OWNER.

(DATA / CABLE NOTES ONLY IF APPLICABLE)

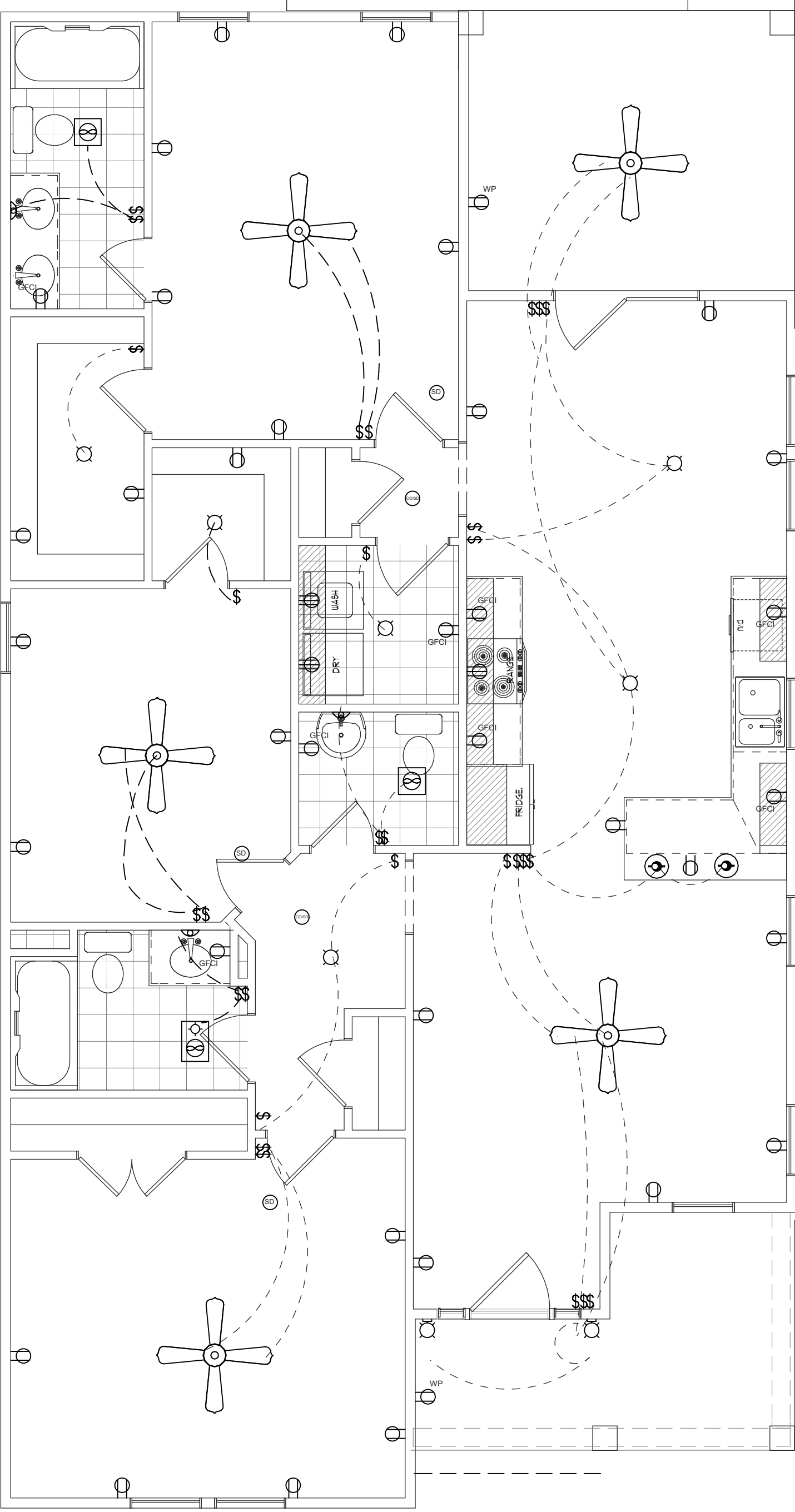
DATA / CABLE:

LOCATE SECURITY PANELS AS INDICATED IN THE PLAN. SYSTEM TO BE APPROVED BY HOME OWNER.

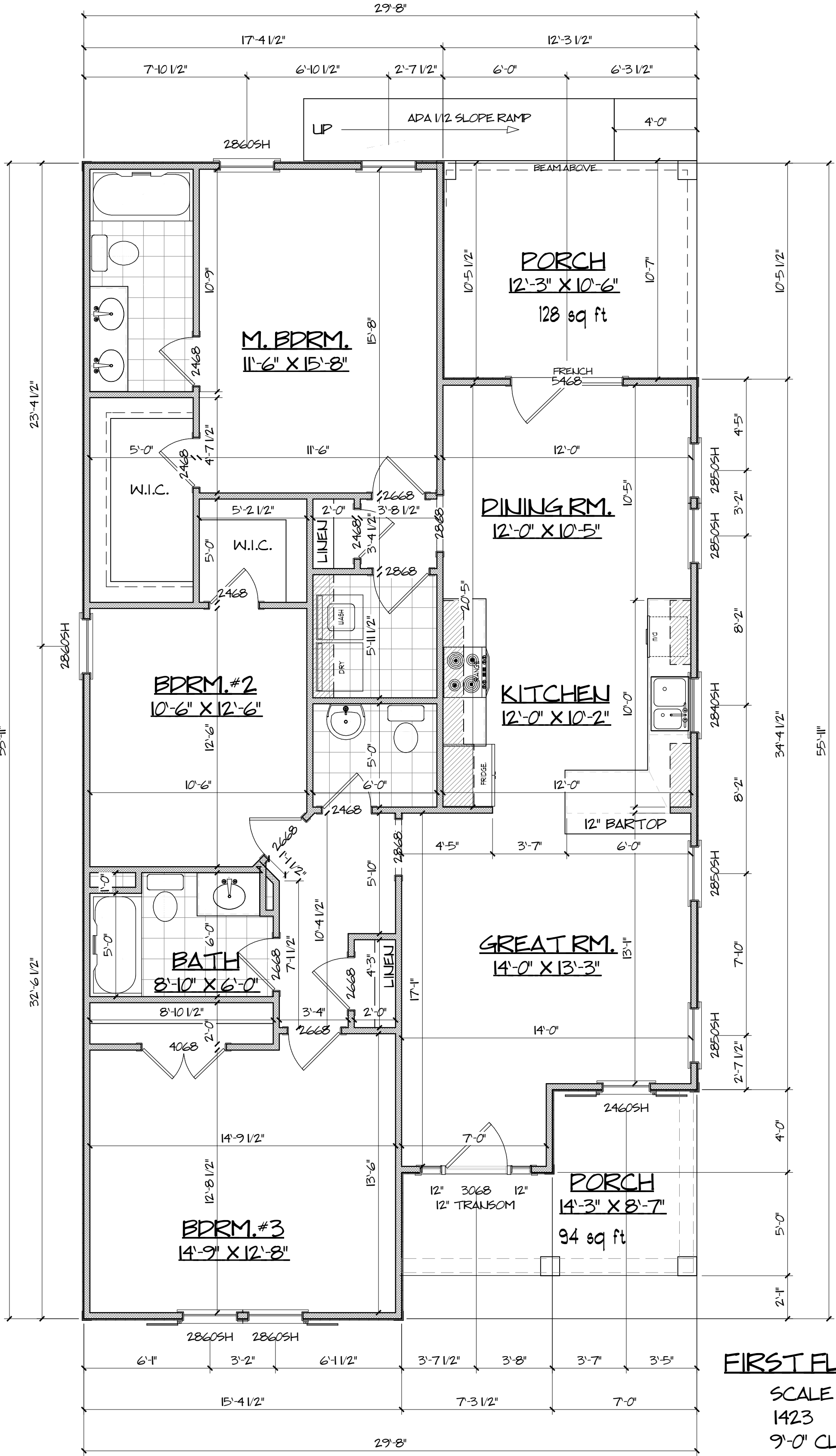
R303.7 INTERIOR STAIRWAY ILLUMINATION.

INTERIOR STAIRWAYS SHALL BE PROVIDED WITH AN ARTIFICIAL LIGHT SOURCE TO ILLUMINATE THE LANDINGS AND TREADS. THE LIGHT SOURCE SHALL BE CAPABLE OF ILLUMINATING TREADS AND LANDINGS TO LEVELS OF NOT LESS THAN 1 FOOT-CANDLE (11 LUX) AS MEASURED AT THE CENTER OF TREADS AND LANDINGS. THERE SHALL BE A WALL SWITCH AT EACH FLOOR LEVEL TO CONTROL THE LIGHT SOURCE WHERE THE STAIRWAY HAS SIX OR MORE RISERS.

ELECTRICAL - DATA - AUDIO LEGEND	
SYMBOL	DESCRIPTION
	Ceiling Fan
	Ventilation Fans: Ceiling Mounted, Wall Mounted
	Ceiling Mounted Light Fixtures: Surface, Recessed, Mini Can, Fan Can
	Wall Mounted Light Fixtures: Flush Mounted, Wall Sconce
	Hanging Lights: Chandelier Light Fixture, Pendant
	Fluorescent Light Fixture
	240V Receptacle
	110V Receptacles: Duplex, Weather Proof, GFCI
	Switches: Pole, Weather Proof
	Garage Door Opener
	Wall Jacks: CAT5, TV/Cable, Telephone Jack
	Smoke Detectors, Carbon Monoxide
	Electrical Breaker Panel



ELECTRICAL PLAN
SCALE 1/4" = 1'-0"



FIRST FLOORPLAN

SCALE 1/4" = 1'-0"
1423 SQFT
9'-0" CLG. HGT.

DISCLAIMER NOTES:

TO the best of my knowledge these plans are drawn to comply with owner's and/ or builder's specifications and any changes made on them after prints are made will be done at the owner's and / or builder's expense and responsibility. The contractor shall verify all dimensions and enclosed drawing. RAY GOOD CUSTOM HOME DESIGNS INC. is not liable for errors once construction has begun. While every effort has been made in the preparation of this plan to avoid mistakes, the maker can not guarantee against human error. The contractor of the job must check all dimensions and other details prior to construction and be solely responsible thereafter.

NOTE: THE BUILDER / CONTRACTOR SHALL BE RESPONSIBLE FOR ALL STRUCTURAL DESIGNS. (SIZING OF BEAMS, JOISTS, RAFTERS, BRACING, FOUNDATION, CONC. SLABS, ETC..)

THE BUILDER / CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING OR EXCEEDING THE LATEST EDITION OF THE I.R.C. (INTERNATIONAL RESIDENTIAL CODE) AND THAT OF ALL LOCAL AUTHORITIES HAVING JURISDICTION.

NOTE: ALL WINDOWS AT 8'-0" UNLESS NOTED OTHERWISE.

NOTE: DIMENSIONS ARE TO FRAME WALL EXTERIOR CONTRACTOR TO ADD FOR MASOARY VENEER AS REQD

NOTE: BUILDER TO VERIFY ALL WINDOW SIZES FOR INGRESS / EGRESS REQUIREMENTS

NOTE: ALL DIMENSIONS TO STUPL WALL

NOTE: IF PORCHES ARE MORE THAN 30' TO GRADE CONTRACTOR TO ADD RAILING AS REQD BY CODES.

NOTE: TEMPERED WINDOWS IF WITHIN 24" OF ARCH OF DOOR

NOTE: CONTRACTOR TO VERIFY LOCAL CODES BEFORE START OF CONSTRUCTION.

ESTIMATED SQUARE FOOTAGE	
FIRST FLOOR HTD.	1423 SQFT.
TOTAL HTD.	1423 SQFT.
FRONT STOOP	94 SQFT.
BACK PORCH	128 SQFT.
TOTAL	1645 SQFT.

Item 19.

PARAGON
HOME DESIGNS

809-A OAKHURST DR.
EVANS, G.A. 30809
OFFICE: 706-364-8554
FAX: 706-955-7945

Revision Table

Date	Description

TWELVE TWENTY
NINE PLAN
PROJECT DESCRIPTION:

DISCLAIMER NOTES:
TO the best of my knowledge these plans are drawn to comply with owner's and/ or builder's specifications and any changes made after prints are made and/ or approved will be done at the owner's and/or builder's expense and responsibility. The contractor shall verify enclosed drawing for builder and/or owner's standards. PARAGON HOME DESIGNS LLC. is not liable for design discrepancies once construction has begun. While every effort has been made in the preparation of this plan to avoid any oversights, the maker can not guarantee against human error. The contractor of the job must check all dimensions and other details prior to construction and be solely responsible thereafter.

A-4

SHEET # 4 OF 4

SCALE: AS NOTED
DATE PRINTED: 2/14/2020

355

www.paragonhomedesigns.com

HCD**510 FENWICK S****(706) 821-1797b- Fax (706) 821-1784 www.augustaga.gov****FENCE AND SIGN****\$ -****TOTAL WRITE-UP (INC****TOTAL WRITE-UP INCLUDING FENCE ,SIGN AND CONTINGENCY****GENERAL INFORMATION: UNIT = SF.(SQUARE FEET), SQ (SQUARE), LF (LINEAR**

COLUMN Enter Materials	A	COLUMN N B UNIT	COLUMN C Quantity	COLUMN D MATERIAL COST PER UNIT	COLUMN E TOTAL MATERIAL
Homeowners Name		Antioch Ministries, Inc.			
Homeowners Address		1242 Holley Street			
City, State, Zip		Augusta, Georgia 30901			
Phone					
FOUNDATION / MASONRY		House Heated Sq. Ft.			1,423
Description of Material	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	
EXCAVATE FTG PERIMETER 172'x 1'-8" X10"	LF	220	\$ -	\$ -	
CONCRETE FTG 172' X 1'-8"10" THK	CY	14	\$ 156.00	\$ 1,600.00	
6 MIL POLY 20X 100	ROLL	2	\$ 100.00	\$ 200.00	
HOUSE/GARAGE FILL AND TAMP	LOADS	10	\$ 250.00	\$ 2,500.00	
CONCRETE PADS FOR STEPS	CY	2	\$ 156.00	\$ 312.00	
CONCRETE DRIVEWAY AND SIDEWALK	CY	15	\$ 156.00	\$ 2,340.00	
REINFORCEMENT #4 BAR HORIZONTAL	LF	1	\$ 850.00	\$ 850.00	
REINFORCEMENT #4 BAR VERTICAL	LF	0	\$ -	\$ -	
ANCHOR BOLTS	EA	100	\$ 1.50	\$ 150.00	
BUILD BLOCK WALL 8X8X16	EA	600	\$ 2.00	\$ 1,200.00	
8"CMU HEADER BLOCKS	EA	165	\$ 2.25	\$ 371.25	
MORTAR MIX	BAGS	35	\$ 11.00	\$ 385.00	
MORTAR SAND	LOADS	1	\$ 400.00	\$ 400.00	
STUCCO & MORTAR	EA	1200	\$ 0.70	\$ 860.00	
STUCCO	EA	500	\$ 0.35	\$ 175.00	
HOUSE SLAB	CY	0	\$ 156.00	\$ -	
PORCH SLAB	CY	6	\$ 156.00	\$ 936.00	
BRICK STEPS AS PER PLAN	STEP	10	\$ 50.00	\$ 500.00	

WATER/SEWERAGE TAP/ LIFT STATION	LS	1	\$ -	\$ -
UTILITIES FEES ELECTRICAL	LS	1	\$ 300.00	\$ 300.00
UTILITIES FEES WATER	LS	1	\$ 300.00	\$ 300.00
BLUEPRINTS	LOT	0	\$ -	\$ -
BUILDERS RISK	LOT	1	\$ 500.00	\$ 500.00
LAYOUT AND BATTER BOARD	LS	1	\$ 400.00	\$ 400.00
EROSION & SEDIMENT CONTROL	LF	250	\$ -	\$ -
TERMITE TREATMENT	LOT	1	\$ -	\$ -
PORT-O-LET	LOT	4	\$ 90.00	\$ 360.00
Total				\$ 14,639.25

Description of work to be completed: work completed as per plans

EXTERIOR				
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL
COMPOSITE RAILING WITH PICKETS	LF	0	\$ -	\$ -
COMPOSITE STAIR SECTION 6'	EA		\$ -	\$ -
COLUMNS	EA	4	\$ 2.50	\$ 10.00
GUTTERS & DOWNSPOUTS	LF	0	\$ -	\$ -
LANDSCAPING	EA	1	\$ -	\$ -
GRADING / SITE PREPARATION	EA	0		\$ -
WOODEN PRIVACY FENCE	LS	0	\$ -	\$ -
Total				\$ 10.00

Description of work to be completed:

SIDING AND PORCH				
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL
HARDY BOARD 5-1/4" LAP SIDING 12' 150	SF	25	\$ 250.00	\$ 6,250.00
SHAKE SIDING	SF		\$ -	\$ -
FIBER CEMENT SOFFIT AND FASCIA	LF		\$ -	\$ -
FASCIA 5/4X4 X 10'	LF	1	\$ -	\$ -
VENT CONTINUOUS 2" X 8'	EA		\$ -	\$ -
4X8 BEADED HARDIE PANEL	SF		\$ -	\$ -
HARDIE BOARD NON-VENTED 16" SOFFIT	SF		\$ -	\$ -
HANDICAP RAMP	SF	1	\$ -	
Total				\$ 6,250.00

Description of work to be completed:

ROOFING				
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL
30 YEAR ARCHITECTURAL SHINGLES	SQ	25	\$ 120.00	\$ 3,000.00
30LB FELT	SQ	0	\$ -	\$ -
PROVIDE RIDGE VENTS	EA		\$ -	\$ -

Continuous roof ridge vent with louvered side openings. Includes cutting of sheathing at roof and installation of shi

Total				\$ 3,000.00
FRAMING & FINISH CARPENTRY				
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL
FRAME HOUSE AS PER PLANS	SF	1645	\$ 11.00	\$ 18,095.00
WINDOWS / BLINDS	EA	12	\$ 75.00	\$ 900.00
WINDOW VINYL DH SDL	EA	1	\$ 3,500.00	\$ 3,500.00
WINDOW VINYL DH GBC	EA		\$ -	\$ -
TRIM HOUSE AS PER PLANS	EA	1645	\$ 2.00	\$ 3,290.00
LOCKSET PACKAGE	EA	1	\$ 600.00	\$ 600.00
DOOR STOPS	EA		\$ -	\$ -
EXTERIOR DOORS	EA	2	\$ 250.00	\$ 500.00
INTERIOR DOORS	EA	0	\$ -	\$ -
GARAGE DOOR W/ OPENER	EA		\$ -	\$ -
ATTIC STAIRWAY 10' ENG SAVER	EA	1	\$ 250.00	\$ 250.00
MAIL BOX	EA	1	\$ 75.00	\$ 75.00
HOUSE NUMBERS	EA	1	\$ 20.00	\$ 20.00
CLOSET 12' SHELVES W/ RODS AND PANTRY/LINEN	LF	1	\$ 1,000.00	\$ 1,000.00
Total				\$ 28,230.00
FLOORS CARPET /TILE				
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL
FLOORING CARPET	SY	75	\$ 20.00	\$ 1,500.00
LAMINATED WOOD	EA	635	\$ 3.50	\$ 2,222.50
CERAMIC TILE (BATH & KITCHEN)	SF		\$ -	\$ -
CERAMIC TILE WALLS (AROUND MASTER TUB)	SF	261	\$ 6.00	\$ 1,566.00
VINYL	SF		\$ -	\$ -
1/4 ROUND	LF		\$ -	\$ -
Total				\$ 5,288.50
Description of work to be completed:				
DRYWALL/ PLASTER				
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL
1/2 IN DRYWALL 1467	SF	120	\$ 25.00	\$ 3,000.00
TEXTURE CEILING	SF		\$ -	\$ -
1/2 IN GREEN BOARD DRYWALL	SF		\$ -	\$ -
Total				\$ 3,000.00
PLUMBING				
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL
PLUMBING PACKAGE	SF	1	\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -

			\$ -	\$ -
Total				\$ -
Includes all fittings, connections to fixtures, hangers, and removal of existing water lines.				
Electrical				
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL
ELECTRICAL PACKAGE	SF	1645	\$ -	\$ -
ALARM SYSTEM	EA	1	\$ -	\$ -
LIGHT FIXTURES ALLOWANCE	LS	1	\$ 2,500.00	\$ 2,500.00
Total				\$ 2,500.00
HEATING & AIR				
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL
HEATING & AIR 14 SEER	TON	2.5	\$ -	\$ -
DUCTS / VENTS PER CODE	SF	1	\$ -	\$ 107.94
AC CAGES	EA	1	\$ -	\$ -
Total				\$ 107.94
CABINETS & APPLIANCES				
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL
BASE CABINETS & WALL CABINETS	LF	1	\$ -	\$ -
COUNTER TOPS	LF		\$ -	\$ -
APPLIANCE PACKAGE	EA	1	\$ 3,200.00	\$ 3,200.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total				\$ 3,200.00
PAINTING EXTERIOR/ INTERIOR				
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL
PAINT 2 COATS SMOOTH CEILING	SF	1423	\$ -	\$ -
PAINT 2 COATS WALL PAINTING	SF		\$ -	\$ -
PAINT EXTERIOR HARDIE PLANK SIDING	SF	1645	\$ -	\$ -
PAINT HARDIE TRIM	LF		\$ -	\$ -
PAINT HARDIE SOFFIT	LF		\$ -	\$ -
Total				\$ -
BATHROOM ACCESSORIES				
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL
BATHROOM ACCESSORIES	EA	1	\$ 800.00	\$ 800.00
	EA		\$ -	\$ -
	EA		\$ -	\$ -

	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Total				\$ 800.00
INSULATION				
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL
R30 INSULATION ATTIC	SF	1	\$ -	\$ -
RIGID BOARD FOR AIR SEAL	SF		\$ -	\$ -
R13 INSULATION WALL	SF		\$ -	\$ -
Total				\$ -
DEMOLITION & CLEAN -UP				
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL
CLEAN HOUSE	EA	1645	\$ -	\$ -
BLOWER DOOR TESTING	EA	1	\$ -	\$ -
DUMPSTER	EA	2	\$ -	\$ -
Total				\$ -
RECAP OF SECTIONS				
Description				TOTAL MATERIAL
FOUNDATION / MASONRY				\$ 14,639.25
EXTERIOR				\$ 10.00
SIDING				\$ 6,250.00
ROOFING				\$ 3,000.00
FRAMING & FINISH CARPENTRY				\$ 28,230.00
FLOORS CARPET /TILE				\$ 5,288.50
DRYWALL/ PLASTER				\$ 3,000.00
PLUMBING				\$ -
ELECTRICAL				\$ 2,500.00
HEATING & AIR				\$ 107.94
CABINETS & APPLIANCES				\$ 3,200.00
PAINTING EXTERIOR/ INTERIOR				\$ -
BATHROOM ACCESSORIES				\$ 800.00
INSULATION				\$ -
DEMOLITION & CLEAN -UP				\$ -
TOTALS				\$ 67,025.69

Cost per sf heated
Cost per sf heated plus garage

\$131.79
\$114.01

PERMITS
2-10 WARRANT
TOTAL WRITING

Total				

CONTRACTOR J Lovett Homes

ACCEPTED: _____ **TITLE** _____

PREPARED BY: J lovett

Contractor Work Write-up

ST GA

Hawthorne Welcher-Director

CLUDING CONTINGENCY) **\$ 188,899.00**

\$ 188,899.00

FEET) , EA (EACH) , LS (LUMP SUM), YD(YARD)

COLUMN F LABOR COST PER UNIT	COLUMN G TOTAL LABOR	COLUMN H TOTAL COST MAT & LABOR	COLUMN I PROFIT & OVER HEAD	TOTAL COST PER SECTION
	Contractor:	J Lovett Homes & Construction LLC		
	Profit & Overhead Percentage:		16%	
Total House Sq. Ft.		1,645		
LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
\$ 6.00	\$ 1,320.00	\$ 1,320.00	\$ 211.20	\$ 1,531.20
\$ -	\$ -	\$ 1,600.00	\$ 256.00	\$ 1,856.00
\$ -	\$ -	\$ 200.00	\$ 32.00	\$ 232.00
\$ 150.00	\$ 1,500.00	\$ 4,000.00	\$ 640.00	\$ 4,640.00
\$ 75.00	\$ 150.00	\$ 462.00	\$ 73.92	\$ 535.92
\$ 75.00	\$ 1,125.00	\$ 3,465.00	\$ 554.40	\$ 4,019.40
\$ -	\$ 50.00	\$ 900.00	\$ 144.00	\$ 1,044.00
\$ -	\$ -	\$ -	\$ -	\$ -
\$ 4.00	\$ 400.00	\$ 550.00	\$ 88.00	\$ 638.00
\$ 2.50	\$ 1,500.00	\$ 2,700.00	\$ 432.00	\$ 3,132.00
\$ 2.00	\$ 330.00	\$ 701.25	\$ 112.20	\$ 813.45
\$ -	\$ -	\$ 385.00	\$ 61.60	\$ 446.60
\$ -	\$ -	\$ 400.00	\$ 64.00	\$ 464.00
\$ 0.55	\$ 660.00	\$ 1,520.00	\$ 243.20	\$ 1,763.20
\$ 0.55	\$ 275.00	\$ 450.00	\$ 72.00	\$ 522.00
\$ -	\$ -	\$ -	\$ -	\$ -
\$ 50.00	\$ 300.00	\$ 1,236.00	\$ 197.76	\$ 1,433.76
\$ 50.00	\$ 500.00	\$ 1,000.00	\$ 160.00	\$ 1,160.00

\$ -	\$ 1,174.00	\$ 1,174.00	\$ 187.84	\$ 1,361.84
\$ -	\$ -	\$ 300.00	\$ 48.00	\$ 348.00
\$ -	\$ -	\$ 300.00	\$ 48.00	\$ 348.00
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ 500.00	\$ 80.00	\$ 580.00
\$ -	\$ -	\$ 400.00	\$ 64.00	\$ 464.00
\$ 5.00	\$ 1,250.00	\$ 1,250.00	\$ 200.00	\$ 1,450.00
\$ 650.00	\$ 650.00	\$ 650.00	\$ 104.00	\$ 754.00
\$ -	\$ -	\$ 360.00	\$ 57.60	\$ 417.60
	\$ 11,184.00	\$ 25,823.25	\$ 4,131.72	\$ 29,954.97

LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ 100.00	\$ 400.00	\$ 410.00	\$ 65.60	\$ 475.60
\$ -	\$ -	\$ -	\$ -	\$ -
\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 672.00	\$ 4,872.00
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 4,600.00	\$ 4,610.00	\$ 737.60	\$ 5,347.60

LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
\$ 150.00	\$ 3,750.00	\$ 10,000.00	\$ 1,600.00	\$ 11,600.00
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 480.00	\$ 3,480.00
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ 4,000.00		\$ 4,000.00	\$ 640.00	\$ 4,640.00
	\$ 10,750.00	\$ 17,000.00	\$ 2,720.00	\$ 19,720.00

LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
\$ 60.00	\$ 1,500.00	\$ 4,500.00	\$ 720.00	\$ 5,220.00
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -

ngle ridge cap.

	\$ 1,500.00	\$ 4,500.00	\$ 720.00	\$ 5,220.00
LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
\$ 4.50	\$ 7,402.50	\$ 25,497.50	\$ 4,079.60	\$ 29,577.10
\$ -	\$ -	\$ 900.00	\$ 144.00	\$ 1,044.00
\$ -	\$ -	\$ 3,500.00	\$ 560.00	\$ 4,060.00
\$ -	\$ -	\$ -	\$ -	\$ -
\$ 1.50	\$ 2,467.50	\$ 5,757.50	\$ 921.20	\$ 6,678.70
\$ -	\$ -	\$ 600.00	\$ 96.00	\$ 696.00
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ 500.00	\$ 80.00	\$ 580.00
\$ 1.50	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ 250.00	\$ 40.00	\$ 290.00
\$ -	\$ -	\$ 75.00	\$ 12.00	\$ 87.00
\$ -	\$ -	\$ 20.00	\$ 3.20	\$ 23.20
\$ -	\$ -	\$ 1,000.00	\$ 160.00	\$ 1,160.00
	\$ 9,870.00	\$ 38,100.00	\$ 6,096.00	\$ 44,196.00

LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
\$ 4.00	\$ 300.00	\$ 1,800.00	\$ 288.00	\$ 2,088.00
\$ 3.50	\$ 2,222.50	\$ 4,445.00	\$ 711.20	\$ 5,156.20
\$ -	\$ -	\$ -	\$ -	\$ -
\$ 3.50	\$ 913.50	\$ 2,479.50	\$ 396.72	\$ 2,876.22
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 3,436.00	\$ 8,724.50	\$ 1,395.92	\$ 10,120.42

LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
\$ 30.00	\$ 3,600.00	\$ 6,600.00	\$ 1,056.00	\$ 7,656.00
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 3,600.00	\$ 6,600.00	\$ 1,056.00	\$ 7,656.00
LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 1,600.00	\$ 11,600.00
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -

\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 10,000.00	\$ 10,000.00	\$ 1,600.00	\$ 11,600.00
LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
\$ 4.75	\$ 7,813.75	\$ 7,813.75	\$ 1,250.20	\$ 9,063.95
\$ 650.00	\$ 650.00	\$ 650.00	\$ 104.00	\$ 754.00
\$ -	\$ -	\$ 2,500.00	\$ 400.00	\$ 2,900.00
	\$ 8,463.75	\$ 10,963.75	\$ 1,754.20	\$ 12,717.95
LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
\$ 3,750.00	\$ 9,375.00	\$ 9,375.00	\$ 1,500.00	\$ 10,875.00
\$ -	\$ -	\$ 107.94	\$ 17.27	\$ 125.21
\$ 450.00	\$ 450.00	\$ 450.00	\$ 72.00	\$ 522.00
	\$ 9,825.00	\$ 9,932.94	\$ 1,589.27	\$ 11,522.21
LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 1,440.00	\$ 10,440.00
\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ 3,200.00	\$ 512.00	\$ 3,712.00
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 9,000.00	\$ 12,200.00	\$ 1,952.00	\$ 14,152.00
LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
\$ 2.75	\$ 3,913.25	\$ 3,913.25	\$ 626.12	\$ 4,539.37
\$ -	\$ -	\$ -	\$ -	\$ -
\$ 1.75	\$ 2,878.75	\$ 2,878.75	\$ 460.60	\$ 3,339.35
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 6,792.00	\$ 6,792.00	\$ 1,086.72	\$ 7,878.72
LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
\$ 200.00	\$ 200.00	\$ 1,000.00	\$ 160.00	\$ 1,160.00
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -

\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 200.00	\$ 1,000.00	\$ 160.00	\$ 1,160.00
LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 560.00	\$ 4,060.00
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 3,500.00	\$ 3,500.00	\$ 560.00	\$ 4,060.00
LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
\$ 0.35	\$ 575.75	\$ 575.75	\$ 92.12	\$ 667.87
\$ 450.00	\$ 450.00	\$ 450.00	\$ 72.00	\$ 522.00
\$ 450.00	\$ 900.00	\$ 900.00	\$ 144.00	\$ 1,044.00
	\$ 1,925.75	\$ 1,925.75	\$ 308.12	\$ 2,233.87
SUM TOTAL WRITE-UP				\$ 187,539.74
	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
	\$ 11,184.00	\$ 25,823.25	\$ 4,131.72	\$ 29,954.97
	\$ 4,600.00	\$ 4,610.00	\$ 737.60	\$ 5,347.60
	\$ 10,750.00	\$ 17,000.00	\$ 2,720.00	\$ 19,720.00
	\$ 1,500.00	\$ 4,500.00	\$ 720.00	\$ 5,220.00
	\$ 9,870.00	\$ 38,100.00	\$ 6,096.00	\$ 44,196.00
	\$ 3,436.00	\$ 8,724.50	\$ 1,395.92	\$ 10,120.42
	\$ 3,600.00	\$ 6,600.00	\$ 1,056.00	\$ 7,656.00
	\$ 10,000.00	\$ 10,000.00	\$ 1,600.00	\$ 11,600.00
	\$ 8,463.75	\$ 10,963.75	\$ 1,754.20	\$ 12,717.95
	\$ 9,825.00	\$ 9,932.94	\$ 1,589.27	\$ 11,522.21
	\$ 9,000.00	\$ 12,200.00	\$ 1,952.00	\$ 14,152.00
	\$ 6,792.00	\$ 6,792.00	\$ 1,086.72	\$ 7,878.72
	\$ 200.00	\$ 1,000.00	\$ 160.00	\$ 1,160.00
	\$ 3,500.00	\$ 3,500.00	\$ 560.00	\$ 4,060.00
	\$ 1,925.75	\$ 1,925.75	\$ 308.12	\$ 2,233.87
	\$ 94,646.50	\$ 161,672.19	\$ 25,867.55	\$ 187,539.74

				\$ -
				\$ 729.26
ITY				\$ 630.00
E-UP				\$ 188,899.00
	\$ -	\$ -	\$ -	\$ -
DATE HIRED _____ BY _____				
DATE _____				
REVISED 3/24/2023				



Hawthorne E. Welcher, Jr.
Director

Shauntia Lewis
Deputy Director

TO: Garnett L. Johnson, Mayor

THRU: Wayne Brown, General Counsel

FROM: Hawthorne Welcher, Jr, Director, HCD

CC: Takiyah Douse, Interim Administrator

DATE: May 1, 2023

SUBJECT: Contract for Signatures, AMI (Antioch Ministries Inc)

BACKGROUND

In 2008, the Augusta Commission passed legislation supporting community development in Laney Walker/Bethlehem. Since that time, the Augusta Housing and Community Development Department has developed a master plan and development guidelines for the area, set up financial incentive programs for developers and home buyers, selected a team of development partners to focus on catalytic change, and created a marketing strategy to promote the overall effort.

Enclosed are three (3) contracts for signature between Augusta, Georgia's Housing and Community Development Department (HCD) and AMI

FACTS

This agreement involves new construction for one (1) single-family housing unit within the Laney Walker/Bethlehem area identified as 1242 Holley Street

AUTHORIZATION

1. HCD requests the review, approval, and signature of the enclosed contracts from the Augusta, Georgia Law Department.
2. HCD requests the contracts reviewed, approved, and signed by the Augusta, Georgia Law Department office be forwarded to the Interim City of Augusta Administrator and Mayor for execution.

Enclosures: 1. Commission Approval: 2022 HCD Contract Process
2. Commission Legal Approval: December 6, 2022

cc: Wayne Brown, General Counsel



Commission Meeting

May 16, 2023

HCD_ Watson Pointe: Affordable Mixed Used Rental Housing Project Approval Request

Department: HCD

Presenter: Hawthorne Welcher, Jr. and/or HCD Staff

Caption: Motion to **approve** HCD's request to loan HOME Funds, in the amount of \$520k, for construction of Watson Pointe partnership with Woda Cooper Development and Parallel Housing, Inc. for the sole purpose of a GA Department of Community Affairs (DCAs) Low Income Housing Tax Credit Project only. **(Approved by Administrative Services Committee May 9, 2023)**

Background: **Project Overview Information**

- This development would be a mixed used (housing + commercial) affordable apartment development.
- This development would not be a public housing project.
- This development's total development costs (TDC) is \$16.0M.
- HCDs potential commitment (contingent upon DCA application approval) would be a loan of **\$520,000 (HOME Funds) @ 1% AFR, 20 years (w/ 30-year amort.).**
- HCDs commitment would be 3% of Total Development Costs
- If tax credits are awarded, construction would start approximately Quarter1 2024 with an Quarter2 2025 Placed in Service Date.
- HOME funds would not be needed until 2024 and spread out evenly over 2024 and 2025 respectively.
- HOME funds would be used for all construction hard costs related to the 52-unit development.

- Property Location:(tax map/parcel #'s: 036-3-003-00-0; 036-2-041-00-0, 1. acres).

Project Specific Information

- Woda Cooper Development, Inc. and Parallel Housing Inc. are proposing to develop 1427 & 1437 Broad St. with 52 units for Elderly (62+) (general occupancy) in Augusta, Richmond County, Georgia.
- The development is being named Watson Pointe. Watson Pointe is ideal for this senior development as it is close to proximity to downtown and within a quarter of a mile of a bus stop that services 4 bus routes. That stop is located on the corner of Broad St and Fourteenth St. Watson Pointe will provide 63 off-street parking spaces in total (1.2 parking spaces per unit). Also, the site is a 3-minute, 0.7 mile drive to and from the Piedmont Augusta Hospital.
- Woda Cooper Development, Inc., a top ranked national affordable housing developer from Columbus, Ohio, with its development office for the Southeast in Savannah, Georgia and Parallel Housing Inc., a non-profit sustainable affordable housing developer from Athens, Georgia, have successfully partnered together in several developments in Georgia.
- Watson Pointe will be a new construction 4-story building with an elevator. The unit split will be 34 one-bedroom units, and 18 two-bedroom units; with a total of 52 units, with 16 units having rental assistance vouchers provided by the Augusta Housing Authority. 16 units will be reserved for the residents earning up to 30% of the Area Median Income (AMI), 12 units for residents earning up to 60% AMI, and 24 units up to 80% AMI.
- The development will have 2,862 square feet of commercial space that will be divided into 3 units. \
- The commercial space will be located at the corner of Broad St and St. Sebastian Way.
- Watson Pointe will have a covered picnic area with grills, a community room, art & crafts center, and an equipped computer room.
- The residential units will offer quality amenities such as high efficiency HVAC, range, refrigerator, dishwasher, microwave oven, washer/dryer hookups, LVT flooring, window blinds, and ceiling fans.
- The site location is perfect for such development and the recent market study disclosed a strong demand for affordable housing in Augusta. The development is within the boundaries of the Downtown Redevelopment Plan and within a QC

- The Watson Pointe Site has a full range of amenities nearby, along the vibrant Broad Street corridor. Close to Augusta's historical downtown, including restaurants, churches, medical facilities, and other retail stores all within a mile from this location.
- The development team is experienced in building sustainable developments and all their developments in Georgia have obtained LEED for Homes Gold or Platinum certifications. This development will comply with the LEED for Homes program.
- The property would have recorded covenants restricting the use of this property for affordable housing (LIHTC development) for 30 years.

Developer Information

Woda Cooper Companies, Inc.:

- Formed in 1990
- Privately owned by Jeff Woda and David Cooper
- Headquarters: Columbus, Ohio. Regional office in Savannah Office (Denis Blackburne, Senior VP)
- Develop multifamily housing in 15 states
- Developed 350+ properties
- Focus on affordable/workforce housing
- Industry leader, consistently among top 15 developers nationally, currently ranked 10th
- Manage over 13,500 units
- Long-term owners (only ever sold one property)

Parallel Housing, Inc.

- Non-profit 501 (c) 3 organization based out of Athens, Georgia
- 19 years' experience in the Georgia affordable housing market
 - Gregg Bayard, Executive Director
- Mission is to provide energy efficient, sustainable affordable housing to communities in need
- First LEED Certified affordable housing development in the southeast (Sustainable Fellwood in Savannah)
- Also partnered with Woda Cooper in developments in Kentucky, and currently working on possibilities in South Carolina and Iowa

Year Credits Awarded by DCA	Development Name	Location	Construction Type	Tenant Base	Number of Units
2016	Adair Court	Atlanta	New Constr.	Senior	91
2015	Mallalieu Pointe	East Point	New Constr.	Multifamily	67
2014	Silver Lakes	Madison	New Constr.	Senior	44
2003	Stanton Oaks	Atlanta	Rehab	Multifamily	43
2010	Harmony Greene	Pooler	New Constr.	Multifamily	50
2003	Montgomery Landing	Savannah	New Constr.	Multifamily	110
2007	Sustainable Fellwood I	Savannah	New Constr.	Multifamily	140
2009	Sustainable Fellwood III	Savannah	New Constr.	Senior	100
2009	Sustainable Fellwood II	Savannah	New Constr.	Multifamily	110

Item 20.

**Together Woda Cooper and Parallel Housing have developed the following properties in Georgia
2 other properties are currently under construction: Canaan Crossing in Madison (60 townhome units) and Stanton Park in Atlanta (56 Multifamily units)**

Analysis:

Motion to approve HCD's request to develop Senior affordable housing units and commercial space (for small business access) on Broad Street, located at 1427 & 1437 Broad Street.

**Financial
Impact:**

HCD is committed to providing The Watson Pointe development loan funding amount of Five Hundred Twenty Thousand and 00/100 Dollars (\$520,000.00) via our HOME Investment Partnerships Program (50% in 2024 & 50% in 2025). Additionally, please be advised that, 100% of this funding is being committed to Watson Pointe, as a loan for 20 years at one percent (1%) interest per annum (loan will be amortized over the 30 years) and will take second position to bank debt. This commitment is contingent upon DCA's application approval.

Alternatives: Deny HCDs Approval Request

Recommendation:

Motion to approve HCDs request to loan HOME Funds, in the amount of \$520k, for construction of Watson Pointe in partnership with Woda Cooper Development, Inc. and Parallel Housing, Inc. for the sole purpose of a GA Department of Community Affairs (DCAs) Low Income Housing Tax Credit Project only.

**Funds are
available in
the following
accounts:**

Home Project Funds:
GL Code: 221073212-5225110

REVIEWED Procurement

AND Finance

APPROVED Law

BY: Administrator

Clerk of Commission













Commission Meeting

May 16, 2023

HCD Augusta, Georgia's Public Facility Grant Award with Living in Purpose Approval Request

Department:	HCD
Presenter:	Hawthorne E. Welcher, Jr., Director and/or Staff
Caption:	Motion to approve Augusta, Georgia's Public Facility Grant Award with Living in Purpose for \$100,000 utilizing Community Development Block Grant funds in support of facility upgrades at the Purpose Center. (Approved by Administrative Services Committee May 9, 2023)
Background:	<p>With the Commission's Approval of the FY2021 HUD Annual Action Plan for Augusta, Georgia at the April 11, 2023 Administrative Services Committee meeting and April 18, 2023 Full Commission Meeting, HCD has since moved to solicit applications for this funding opportunity from public service agencies in Augusta.</p> <p>With approval of the award to Living in Purpose, HCD staff can then move forward in partnership to begin program implementation and solicitation of services to improve the service delivery model provided by Living in Purpose in the community.</p>
Analysis:	This CDBG Public Facility award will allow for partnership between Augusta, Georgia and Living in Purpose to provide high-quality skill building and enrichment opportunities for youth, specifically in the 15 th Street corridor neighborhood near Josey High School where the facility is located.
Financial Impact:	The CDBG Public Facility Project represented in this item as partnership between Augusta, Georgia and the GABCC utilizes \$100,000 in funding made available in Augusta's FY2021 HUD CDBG budget.

Alternatives:

Do not approve Augusta, Georgia's Public Facility Grant Award with Living in Purpose for \$100,000 utilizing Community Development Block Grant funds in support of facility upgrades at the Purpose Center.

Recommendation:

Approve Augusta, Georgia's Public Facility Grant Award with Living in Purpose for \$100,000 utilizing Community Development Block Grant funds in support of facility upgrades at the Purpose Center.

Funds are available in the following accounts:

HUD / Community Development Block Grant
GL/JL Codes: 221073211/5211119 – OTHER OFFICIAL/ADMIN

REVIEWED AND APPROVED BY:

Procurement
Finance
Law
Administrator
Clerk of Commission

**AGREEMENT BETWEEN AUGUSTA, GEORGIA
AND
Living In Purpose**

2023 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

This Agreement is made and entered into this 1 day of January 2023, by and between Augusta, Georgia, by and through the Augusta, Georgia Commission, as the Implementer of the Community Development Block Grant Program (hereinafter referred to as "Grantee"), and Living In Purpose, (hereinafter referred to as the "Sub recipient".

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Sub recipient to assist the Grantee in utilization of such funds;

WHEREAS, Living In Purpose acknowledges and agrees to comply with all relevant Federal and applicable Local guidelines related to the administration of this Agreement;

NOW, THEREFORE, it is agreed between the parties hereto as follows:

ARTICLE I. DEFINITIONS AND IDENTIFICATIONS

Unless otherwise specified, the following terms used herein shall be defined as listed below in this Article I.

Act

Means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.).

Annual Plan

The one-year portion of a Participating Jurisdiction's Consolidated Plan (see definition of "Consolidated Plan"). It includes the PJ's annual application for HOME funds, HOPWA and ESG

Business Concern

Means businesses that can provide evidence that they meet one of the following:

- a) 51 percent or more owned by Section 3 residents; or
- b) At least 30 percent of its full-time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents.
- c) Provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two paragraphs.

Consolidated Plan

A document written by a State or local government describing the housing needs of the low- and moderate-income residents, outlining strategies to meet the needs and listing all resources available to

implement the strategies. This document is required to receive HUD Community Planning and Development funds.

Community Development Block Grant (CDBG) Program or Program

The term “Community Development Block Grant (CDBG) Program”, or “Program” shall mean that program administered by the Augusta, Georgia Housing and Community Development Department funded by a Community Development Block Grant. Such grant shall be that which has been applied for by Augusta, Georgia, and awarded by the U.S. Department of Housing and Urban Development (HUD) as authorized pursuant to Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

C.F.R.

HUD's section of the Code of Federal Regulations (CFR) is Title 24 and is often referenced as 24 CFR. Chapter IX of 24 CFR, entitled Office of Assistant Secretary for Public and Indian Housing, Department of Housing and Urban Development, applies to programs administered by the Office of Public and Indian Housing.

Covered Person

For purposes of 24 CFR 5, subpart I, and parts 966 and 982, means a tenant, any member of the tenant's household, a guest or another person under the tenant's control.

Department

The term “Department” shall mean the Augusta, Georgia Housing and Community Development Department.

Grant

A federal grant is an award of financial assistance from a federal agency to a recipient to carry out a public purpose of support or stimulation authorized by a law of the United States. Federal grants are not federal assistance or loans to individuals.

Grantee

The term “Grantee” shall mean Augusta, Georgia. Augusta, Georgia is a consolidated form of government, a political subdivision of the State of Georgia. Augusta, Georgia may be referenced as “Augusta”.

Household

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

HUD

The term “HUD” shall mean the U. S. Department of Housing and Urban Development.

Low- and Moderate-Income Household

The term “Low- and Moderate-Income Household” shall mean a household having a total income equal to or less than the Section 8 low income limit established by HUD **Low and Moderate Income Person**

The term “Low- and Moderate-Income Person” shall mean a member of a family having a total income equal to or less than the U.S. Department of Housing and Urban Development (HUD) established Section 8 low income limit. This limit has been set as 80% of Area Median Income. Individuals not related by birth or by marriage will be considered as one-person families for this purpose.

Participating Jurisdiction

The term given to any State or local government that HUD has designated to administer a CDBG Program. HUD designation as a PJ occurs if a State or local government meets the funding thresholds, notifies HUD that it intends to participate in the program, and obtains approval by HUD of a Consolidated Plan.

Personal Property

Property of any kind except real property. It may be tangible, having physical existence, or intangible, having no physical existence, such as copyrights, patents, or securities.

Project

The term “Project” shall mean the objective established for the expenditure of CDBG funds as set forth in Article III hereto entitled “Scope of Services and Timetable.”

Small Business

Means a business that meets the criteria set forth in Section 3 (a) of the Small Business Act, as amended (15 U.S. C. 632), and “Minority and Women’s Business Enterprise” shall mean a business at least fifty-one percent (51%) percent owned and controlled by minority group members or women. For the purposes of this definition section, the following terms shall be defined as follows: “minority group members” shall mean are African Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Sub recipient may rely on written representations by businesses regarding their status as Minority and Women Business Enterprises.

Sub recipient

A public agency or nonprofit organization selected by a participating jurisdiction to administer all or a portion of the participating jurisdiction’s CDBG Program. A public agency or nonprofit organization that receives CDBG funds solely as a developer or owner of housing is not a Sub recipient.

U.S.C.

United States Code, "the codification by subject matter of the general and permanent laws of the United States,"

ARTICLE II: PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as conditions precedent for the undertakings and commitments included within the following

provisions. These statements, representations, and explanations may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- A. Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the "Act") consolidated several existing programs for Community Development into a single program of Community Development Block Grants (hereinafter "CDBG") for the purpose of allowing local discretion in the determination of needs and prioritization of community development. The Mayor, Augusta, Georgia Commission and the citizens of Augusta, Georgia through citizen participation workshops have determined the needs and prioritization of community development in Augusta, Georgia.
- B. Pursuant to HUD regulations, 24 CFR 570.200 (a), certain projects were included in Augusta's CDBG submission to HUD, referred to as the Annual Plan. Augusta determined that each of the individual projects included in the Annual Plan address one or more of the following three national objectives:
 - 1. Activities benefiting low and moderate income persons;
 - 2. Activities which aid in the prevention or elimination of slum and/or blight;
 - 3. Activities designed to meet community development needs having a particular urgency.

Augusta has determined that the Project is a CDBG eligible activity because it addresses one or more of these objectives.

- C. Under the rules and regulations of HUD, Augusta is administrator for the Program. Augusta is mandated to comply with various statutes, rules and regulations of the United States, pertaining to the allocation and expenditure of funds, as well as the protection of the interest of certain classes of individuals residing in Augusta.
- D. The Grantee is desirous of disbursing the funds to the Sub recipient for use in the Project. Further, as a condition precedent to the release of CDBG funds to the Sub recipient, the Grantee, as Administrator for the Program must obtain the assurance from the Sub recipient of full compliance with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or Augusta relating to the Project and the Program.

ARTICLE III: PROJECT

The Grantee agrees to reimburse the Sub recipient in an amount not to exceed **One Hundred Thousand Dollars (\$100,000.00)** (hereinafter the "Grant") to implement the following project(s):

Facility Upgrades and Renovation of Living In Purpose's Purpose Center

Sub recipients will provide Renovations of Living In Purpose. Said project is more fully set forth in Exhibit "A" attached hereto and made a part hereof.

ARTICLE IV: NOTICES

Sub recipient and the Grantee agree that all notices required by this Agreement shall be in writing and delivered through one of the following: U.S. Mail (postage prepaid), commercial courier, personal

delivery, facsimile, or other electronic means. Any notice delivered as aforesaid shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee:	Augusta, Georgia Attention: Garnett Johnson, Mayor 535 Telfair Street, 9 th Floor Augusta, Georgia 30901
With copy to:	Housing and Community Development Department Attention: Hawthorne E. Welcher, Jr., Director 510 Fenwick Street Augusta, Georgia 30901
If to Sub recipient:	Yannik Mckie 5001 Gateway Blvd Grovetown, Ga 30813 (404) 374-6999 yannikmckie@gmail.com

ARTICLE V: GENERAL CONDITIONS

A. General Compliance

The Sub recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the U. S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)] including subpart K of these regulations, except that (1) the Sub recipient does not assume the Grantee's environmental responsibilities and (2) the Sub recipient does not assume the Grantee's responsibility for initiating the review process. The Sub recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Sub recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub recipient shall at all times remain an "Independent Contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation; FICA; Retirement; Life and/or Medical insurance; and Workers' Compensation Insurance, because the Sub recipient is an Independent Contractor.

C. Hold Harmless

The Sub recipient shall hold harmless, defend and indemnify the Grantee, and its employees and agents from any and all liabilities, demands, damages, losses, claims, actions, suits, charges, judgments and expenses, including attorney's fees, that arise out of the Subrecipient's performance or nonperformance of the services or subject matter as required in this Agreement.

D. Workers' Compensation

The Sub recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement, if applicable.

E. Insurance and Bonding

The Sub recipient shall carry sufficient insurance coverage to protect Contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash reimbursements/advances from the Grantee.

The Sub recipient shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify the Grantee against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the Sub recipient in performance of the work during the term of this Agreement.

The Sub recipient shall provide, always that this agreement is in effect, Worker's Compensation Insurance in accordance with the laws of the State of Georgia.

The Sub recipient shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

- A. Workmen's Compensation Insurance – in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance
- C. Property Damage Insurance
- D. Valuable Papers Insurance – in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.
- E. Professional Liability Insurance –

Grantee will be named as an additional insured with respect to Sub recipient's liabilities hereunder in insurance coverages identified in items (b) and (c).

The policies shall be written by a responsible company(s), to be approved by the Grantee, and shall be non-cancellable except on thirty-(30) days' written notice to the Grantee. Such policies shall name the Grantee as co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

F. Grantee's Recognition

The Sub recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement, and shall:

- a. Acknowledgement of Augusta as grantee
- b. To label all assets purchased with by as Augusta property, and
- c. Insertion of HUD logo on all publications relating to program funded with CDBG funds.

G. Amendments

1. The Grantee or Sub recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement; are executed in writing, signed by a duly authorized representative of each organization; and approved by the Grantee's governing body. Such amendments shall not cancel or invalidate this Agreement, nor relieve or release the Grantee or Sub recipient from its obligations under this Agreement.
2. Further it is understood that the Grantee is responsible to HUD for the administration of funds, Grantee may consider and act upon reprogramming recommendations as proposed by its Sub recipient. In the event that the Grantee approves any modification, amendment, or alteration to the funding allocation, the Sub recipient shall be notified pursuant to Article V and such notification shall constitute an official amendment to this Agreement.
3. The Sub recipient shall submit to the Grantee within thirty (30) days of the completion of each Project a complete financial accounting of all its project activities.
4. The Department's Director shall be authorized to approve line-item changes to the Sub recipient's budget provided that such changes do not increase in the grant amount set forth in the Project's overall Budget.
5. The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons, as it deems necessary. If such amendments result in a change (i) in the funding, (ii) the scope of services, or (iii) schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Grantee and Sub recipient.

The Sub recipient shall be allowed only one amendment to this Agreement. No amendment will be granted to extend the agreement beyond the established end date of the grant period.

H. Suspension or Termination

1. In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Sub recipient materially fails to comply with any terms of this Agreement, including, but not limited to the following:
 - a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
 - b) Failure, for any reason, of the Sub recipient to fulfill in a timely and proper manner its obligations under this Agreement;
 - c) Ineffective or improper use of funds provided under this Agreement; or
 - d) Submission by the Sub recipient to the Grantee reports of materially incorrect or incomplete.
 - e) In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Sub recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

I. Liquidated Damages

For Public Facilities Projects only, the SUB RECIPIENT agrees to pay as liquidated damages to the Grantee the sum of **\$100.00** for each consecutive calendar day after expiration of the Contract Time of Completion Time, except for authorized extensions of time by the Grantee. This Section is independent of the above section dealing with Suspension and Termination. The parties agree that these provisions for liquidated damages are not intended to operate as penalties for breach of Contract.

The liquidated damages set forth above are not intended to compensate the Grantee for any damages other than inconvenience and loss of use or delay in services. The existence or recovery of such liquidated damages shall not preclude the Grantee from recovering other damages in addition to the payments made hereunder which the Grantee can document as being attributable to the documented SUB RECIPIENT failures. In addition to other costs that may be recouped, the Grantee may include costs of personnel and assets used to coordinate, inspect, and re-inspect items within this Contract as well as attorney fees if applicable.

ARTICLE VI: ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub recipient agrees to comply with 24 CFR 84.21-28; Sub recipient shall (i) adhere to the accounting principles and procedures required therein, (ii) utilize adequate internal controls, and (iii) maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

- a) Sub recipient gives the Grantee, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.
- b) Sub recipient agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflect all expenditures of Grant funds provided by the Grantee under this Agreement
- c) All Grant funds disbursed through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub recipient shall comply with any conditions and timetables set forth in this Agreement. In the event (i) the Sub recipient does not comply with the conditions and/or timetables; (ii) the Sub recipient ceases to exist; or (iii) Sub recipient ceases to provide the services for which the Grant was made, the Sub recipient shall be in default. If the Sub recipient is deemed to be in default, the Sub recipient will not be authorized to carry out another CDBG eligible project. In the event of default, the Grantee may exercise any rights or remedies provided in this Agreement.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, which are pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

- e) Records documenting compliance with the Fair Housing and Equal Opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR 570.502 and 24 CFR 84.21-28; and other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Sub recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the submission date of the Grantee's annual performance and evaluation report to HUD, in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, in instances where involving any type of litigation, claims, audits, negotiations or other actions that involve any of the records cited, which have started before the expiration of the seven-year period, shall be retained until the completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

3. Client Data

The Sub recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee's monitors or their designees for review upon request.

4. Disclosure

The Sub recipient understands that client information collected under this Agreement is private and confidential. The use or disclosure of such information, when not directly connected with the administration of the Grantee's or Sub recipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such persons receiving service. In the case of information about a minor, a responsible parent/legal guardian must provide written consent.

5. Close-outs

The Sub recipient's obligation to the Grantee shall continue until all closeout requirements are completed. Activities during the closeout period shall include but are not limited to: making final payments and disposing of program assets. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub recipient has control over CDBG funds, including program income.

Any Grant funds remaining at the end of the Agreement period shall be returned to the Grantee, and the Grantee may in its discretion reprogram the funds to another CDBG eligible project.

6. Audits and Inspections

All Sub recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully explained and corrected by the Sub recipient within 30 days after receipt by the Sub recipient. Failure of the Sub recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Sub recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Sub recipient audits and OMB Circular A-133, if applicable. If Sub recipient does not expend \$500,000 in Federal funds within the fiscal year, then a financial statement audit shall be submitted to Grantee.

C. Reporting and Payment Procedures

1. Program Income

The Sub recipient shall provide “monthly” reports on all program income [as defined at 24 CFR 570.500 (a)] generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Sub recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub recipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U. S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

Program income anticipated to be generated from the use of CDBG funds for this project is approximately Zero Dollars (\$0).

2. Indirect Costs

If indirect costs are charged, the Sub recipient will develop an Indirect Cost Allocation Plan for determining the Sub recipient’s appropriate share of administrative costs. Sub recipient shall submit such plan to the Grantee for approval, by using a form to be specified by the Grantee.

3. Invoicing and Payment Procedures

a) In order to obtain reimbursement from the Grantee in connection with the Project, Sub recipient shall provide the following information:

- (1) Sub recipient shall submit Monthly Progress Reports for the Project by using the form attached hereto as Exhibit “E”, detailing accomplishments for the report period and the number of participants, which will be listed separately according

to race, sex and female head of household. Additionally, for each Program participant, the Sub recipient shall complete a Participant Income Eligibility Form by using the form attached hereto as Exhibit "D" which shall be submitted with Sub recipient's Monthly Progress Report. The Monthly Progress Report and Participant Income Eligibility Form must be included with all requests for payment until all funds have been expended. In the event that all funds are expended prior to the expiration of the agreement period, reports must continue to be submitted throughout the twelve-month period of the grant cycle.

- (2) The Sub recipient shall submit time sheets as backup documentation for salary reimbursement. In addition, the Sub recipient shall submit mileage, if applicable.
- (3) Request for reimbursements by Sub recipient shall have the following attached: invoices, cancelled checks, receipts or other documentation evidencing funds expended by Sub recipient.
- (4) The Grantee agrees to reimburse costs allowable under Federal, State and Local laws and guidelines.
- b) Upon receiving the invoices, reports and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State and Local laws and regulations.
- c) The Department shall authorize the Grantee's Financial Officer to reimburse the Sub recipient for all costs it determines are eligible for reimbursement, pursuant to the audit. Payments will be made on a monthly basis with a 30-day turnaround period by Grantee. Requests for payments must be received by Grantee not later than the 15th day of each calendar month for work performed during the preceding calendar month. The Sub recipient shall not claim reimbursement from the Grantee for portions of its obligations which have been paid by another source of revenue.
- d) The Grantee will pay the Sub recipient funds available under this Agreement based upon information submitted by the Sub recipient, which is consistent with any approved budget and the Grantee policy concerning payments. The Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Sub recipient.

4. Progress Reports

The Sub recipient shall submit Monthly Progress Reports to the Grantee by using the form attached (Exhibit E) as required by the Grantee. Progress reports shall be submitted by the 15th day of the month following prior quarter activities.

5. Annual Reports

The Sub recipient shall submit an Annual Performance Report to the Grantee by using the form (Exhibit F), content as required by the Grantee. The Annual Performance

Report shall be submitted to Grantee by January 15 of the year following the grant period.

D. Procurement

1. Compliance

The Sub recipient shall comply with current Grantee's policy concerning the purchase of equipment. Sub recipient shall maintain inventory records of all non-expendable personal property, as defined by such policy that may be procured with funds provided herein. Personal property means property of any kind except Real Property. All program assets (unexpended program income and/or property) shall revert to the Grantee upon termination of this Agreement.

- a) All procurement transactions, regardless of dollar amount, whether negotiated or advertised, shall be conducted in a manner consistent with the Cost Principles for Non-Profit Organizations, OMB Circular A-110 "Procurement Standards", which provides maximum open free competition.
- b) Sub recipient shall make positive efforts to utilize small business and minority owned business sources, as well as women-owned businesses, for supplies and services, as required by Federal guidelines.

Augusta enforces DBE requirements and/or DBE goals set by Federal and/or State Agencies in accordance with State and Federal laws. The U.S. District Court for the Southern District of Georgia has entered an Order enjoining the Race-Based portion of Augusta, Georgia's DBE Program. (A copy of this Order may be obtained at: <http://www.augustaga.gov/index.aspx?NID=1448>). Thus, Augusta, Georgia does not have or operate a Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE) or Women owned Business Enterprise (WBE) program for projects (or portions of projects) having Augusta, Georgia as the source of funding.

2. OMB Standards

- 3. Unless specified otherwise within this agreement, the Sub recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.Travel

The Sub recipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub recipient shall transfer to the Grantee any CDBG funds on hand, and any accounts receivable attributable to the use of the funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Sub recipient's control which was acquired or improved, in whole or in part, with the funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement, or such longer period of time as the Grantee deems appropriate.
3. If the Sub recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period, the Sub recipient shall pay the Grantee an amount equal to the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. Such payment shall constitute program income to the Grantee. The Sub recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period or such longer period of time as the Grantee deems appropriate.
4. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub recipient for activities under this Agreement shall be:
 - a) Transferred to the Grantee for the CDBG program, or
 - b) Retained after compensating the Grantee for an amount equal to the current fair market of the equipment.

ARTICLE VII: RELOCATION REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Sub recipient agrees to comply with each of the following (i) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606 (b); (ii) the requirements of 24 CFR 570.606 (c) governing the Residential Anti-Displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (iii) the requirements in 24 CFR 570.606 (d) governing optional relocation policies. (The Grantee shall have the authority to preempt the optional policies.) The Sub recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606 (b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub recipient also agrees to

comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

ARTICLE VIII: PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

- a) The Sub recipient agrees to comply with the following: Title VI of the Civil Rights Act of 1964 as amended; Title VII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; and Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107, and 12086.
- b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub recipient agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap, or sex. Further, the Sub recipient understands and agrees that it will immediately take any measures necessary to effectuate this policy. For the benefit of interested parties, all subcontractors will be notified of the policy provisions. Notice of the policy will be placed in plain sight at the Project location.

2. Nondiscrimination

The Sub recipient agrees to comply with the Non-discrimination in Employment and Contracting Opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable Non-discrimination provisions in Section 109 of the Housing and Community Development Act also apply.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), 24 CFR 570.601 and 24 CFR 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement, the Sub recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, which prohibits discrimination as herein defined, in the sale, lease, rental, use, or occupancy of such land, or in any improvements erected or to be erected thereon. Such covenant shall provide that the Grantee and the United States are beneficiaries of such covenant and are entitled to enforce such. The Sub recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures, as are necessary to enforce such covenant, and agree it will not so discriminate.

4. Section 504

The Sub recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally Assisted Program. The Grantee shall provide the Sub recipient with all applicable guidelines necessary for compliance with said section throughout the term of this Agreement.

B. U.S. President Executive Order 11246

1. Approved Plan

The Sub recipient agrees that pursuant to the Grantee's specification, it shall be committed to carry out the principles provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide program guidelines to the Sub recipient to assist in the formulation of such program, and the Sub recipient shall submit a plan for approval prior to the award of funds.

2. Women-and Minority-Owned Businesses (W/MBE) (24 CFR 570.610 & Part 84 applies)

In accordance with 24 C.F.R. 570.610 and Part 84, the Sub recipient will use its best efforts to afford Small Businesses, Minority Business Enterprises and Women's Business Enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "Small Business" shall mean a business that meets the criteria set forth in section 3 (a) of the Small Business Act, as amended (15 U.S. C. 632), and "Minority and Women's Business Enterprise" shall mean a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For purposes of this section, the following terms shall be defined as follows: "minority group members" shall mean African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Sub recipient may rely on written representations by businesses regarding their status as Minority and Women business Enterprises, in lieu of an independent investigation.

Disclaimer: Augusta enforces DBE requirements and/or DBE goals set by Federal and/or State Agencies in accordance with State and Federal laws. The U.S. District Court for the Southern District of Georgia has entered an Order enjoining the Race-Based portion of Augusta, Georgia's DBE Program. (A copy of this Order may be obtained at: <http://www.augustaga.gov/index.aspx?NID=1448>). Thus, Augusta, Georgia does not have or operate a Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE) or Women owned Business Enterprise (WBE) program for projects (or portions of projects) having Augusta, Georgia as the source of funding.

3. Access to Records

The Sub recipient shall furnish and cause each of its own subcontractors to furnish all information and reports required hereunder. Sub recipient will permit access to its books, records, and accounts to the Grantee, HUD and its agent, or other authorized Federal officials, for purposes of investigation to determine and ensure compliance with the rules, regulations, and provisions stated herein.

4. Notifications

The Sub recipient will provide a notice to each Labor Union or representative of workers with which it has a collective bargaining agreement, other agreement, and/or understanding, which advises the Labor Union or worker's representative of the Sub recipient's commitments contained herein and requiring the posting of copies of the notice in conspicuous places available to employees and applicants for employment. Such notice shall be provided by the Agency Contracting Officer.

5. Equal Employment Opportunity (EEO) Statement

The Sub recipient shall state that it is an Equal Opportunity employer in all solicitations or advertisements for employees posted and/or advertised by or on behalf of the Sub recipient.

6. Subcontract Provisions

The Sub recipient shall include, specifically or by reference, the provisions of the Civil Rights Act, Paragraphs VIII. A and B, in every contract or purchase order making such provisions binding upon each of its own subcontractors and/or if its other type of subcontractor.

C. Employment Restrictions

1. Prohibited Activity

The Sub recipient is prohibited from using funds provided herein or personnel employed in the administration of the Program for any of the following activities: political, inherently religious, lobbying, political patronage and/or nepotism.

2. Labor Standards

The Sub recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the following: Davis-Bacon Act, as amended; the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*); and all other applicable Federal State and Local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Further, the Sub recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 8864 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Sub recipient shall maintain documentation that demonstrates compliance with the Hour and Wage requirements of said part. Such documentation shall be made available to the Grantee, upon request, for review.

The Sub recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all Contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part, with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts. Further, said contractors shall comply with applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7, governing the payment of wages and ratio of apprentices and trainees to journey workers, provided that, if wage rates higher than those required

under the regulations are imposed by State or Local law, nothing hereunder is intended to relieve the Sub recipient of its obligation, if any, to require payment of the higher wage. The Sub recipient shall cause or require to be inserted provisions meeting the requirements of this paragraph in all such contracts subject to such regulations.

3. “Section 3” Clause

a) Compliance

Compliance with each of the following shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, Sub recipient and any of the Sub recipient’s subcontractors and: the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement. Failure to fulfill these requirements shall subject the Grantee, the Sub recipient and any of the Sub recipient’s subcontractors and, their successors and assigns, to sanctions specified by the agreement through which Federal assistance is provided. The Sub recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Sub recipient further agrees to comply with the “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement.

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low and very low income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the metropolitan area in which the project is located.”

The Sub recipient further agrees to ensure that opportunities for training and employment arising in connection with a Housing Rehabilitation (including reduction and abatement of lead-based paint hazards), Housing Construction, or other Public Construction Project are given to low and very low income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs. Sub recipient further agrees, where feasible to award contracts for work undertaken in connection with a Housing Rehabilitation (including reduction and abatement of lead-based paint hazards), Housing Construction, or other Public Construction Project to business concerns that provide economic opportunities for low and very low income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to business concerns that provide economic opportunities to low and very low income residents within the service area or the neighborhood in which the project is located and to low and very low income participants in other HUD programs.

The Sub recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b) Notifications

The Sub recipient agrees to send a Notice to each labor organization or representative of workers with which it has a collective bargaining agreement, other agreement and/or understanding, if any, advising said labor organization or worker's representative of its commitments under this Section 3 clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c) Subcontracts

The Sub recipient will include this Section 3 clause in every subcontract and will take appropriate action in accordance with the subcontract, upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub recipient will not enter into any subcontract with any entity that it has notice or knowledge that the subcontractor (the latter) has been found to be in violation of regulations under 24 CFR Part 135, nor will not let any subcontract, unless and until, the entity has first provided a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Sub recipient shall not assign or transfer any interest in this Agreement, without prior written consent of the Grantee there to provided. However, claims for money due or to become due to the Sub recipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontract

a) Approvals

The Sub recipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the prior written consent of the Grantee.

b) Monitoring

The Sub recipient shall monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c) Content

The Sub recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d) Selection Process

The Sub recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee, along with documentation concerning the selection process.

E. Hatch Act

The Sub recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

F. Conflict of Interest

The Sub recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include, but are not limited to, the following:

1. The Sub recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of Agreements supported by Federal funds.
2. No employee, officer or agent of the Sub recipient shall participate in the selection, award, or administration of an Agreement supported by Federal funds if an actual or apparent conflict of interest would be involved.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities; who are in a position to participate in a decision-making process; or who are in a position to gain inside information with regard to such activities, may obtain a financial interest in any Agreement. Nor shall any such person have a financial interest in any contract, subcontract or agreement with respect to the CDBG-assisted activity. Further such persons shall not have a financial interest in any contracts, subcontracts, or agreement with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Sub recipient, or any designated public agency.

G. Lobbying

The Sub recipient hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence any of the following persons: (i) an officer or employee of any agency, (ii) a Member of Congress, (iii) an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any of the following: (a) Federal contract, (b) the making of any Federal grant, (c) the making of any Federal loan, the entering into of any cooperative agreement, and (d) the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for the purpose of influencing or attempting to influence any of the following persons: (i) an officer or employee of any agency, (ii) a Member of Congress, (iii) an officer or (iv) employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, there shall be completed and submitted a Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. There shall be language of paragraph (4) of this certification included in the award documents for all sub awards at all tiers (including each of the following: subcontracts, sub grants and Agreements under grants, loans and cooperative agreements), and that all Sub recipients shall certify and disclose accordingly.
4. Lobbying Certification

This certification is a material representation of fact, upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

H. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

I. Religious Activities

The Sub recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200 (j), to include, but not limited to, worship, religious instruction, or proselytization.

ARTICLE IX: ENVIRONMENTAL CONDITIONS

A. Air and Water

The Sub recipient agrees to comply with the following requirements, insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq.*;
- Federal Water Pollution Act, as amended, 33 U.S.C., 1251 *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Sub recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance, under the National Flood Insurance Program, is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Sub recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall list the hazards of lead-based paint and explain the following: (1) symptoms, (2) treatment and (3) precautions that should be taken when dealing with lead-based paint poisoning and (4) the advisability and availability of blood lead level screening for children under the age seven (7). The notice should also state that if lead-based paint is found on the property, that abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, the following may be conducted: paint testing, risk assessment, treatment and/or abatement.

D. Historic Preservation

The Sub recipient agrees to comply with the Historic Preservation requirements as set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years (50) old or older, or that are included on a Federal, state or local historic property list.

ARTICLE X: SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless remain in full force and effect.

ARTICLE XI: SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included only for convenience and shall not limit or otherwise effect the terms of this Agreement.

ARTICLE XII: WAIVER

The Grantee's failure to upon a breach by the Sub recipient does not waive the Grantee's right to act upon any subsequent or similar breach of this Agreement by Sub recipient. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision as provided for in this Agreement.

ARTICLE XIII: GOVERNING LAW AND VENUE

The law of the State of Georgia shall govern this Agreement between Grantee and Sub recipient with regard to its interpretation and performance, and any other claims related to this agreement, which are not specifically governed by Federal Law.

All claims, disputes and other matters in question between Grantee and Sub recipient arising out of or relating to this Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia, if not specifically governed by Federal Law. The Sub recipient, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

ARTICLE XIV: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Grantee and the Sub recipient for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub recipient with respect to this Agreement.

ARTICLE XV: SUB RECIPIENT ACKNOWLEDGEMENT

"Subrecipient acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Subrecipient is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Subrecipient's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Sub recipient may be precluded from recovering payment for such unauthorized goods or services."

Accordingly, Sub recipient agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Sub recipient provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Sub recipient. Sub recipient assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

ARTICLE XVI: E-VERIFY

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services

[SIGNATURES ON THE FOLLOWING PAGE]

ARTICLE XVII: COUNTERPARTS

This Agreement is executed in two (2) counterparts – each of which shall be deemed an original and together shall constitute one and the same Agreement with one counterpart being delivered to each party hereto.

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

ATTEST: **AUGUSTA, GEORGIA**
(Grantee)

By: _____
Garnett L. Johnson
As its Mayor

Date: _____

By: _____
Takiyah Douse
As Interim Administrator

Date: _____

By: _____
Hawthorne E. Welcher, Jr., Director
Housing & Community Development Department

Date: _____

By: _____
Augusta, GA Law Department
General Counsel

Date: _____

Lena J. Bonner
Clerk of Commission

ATTEST: Living In Purpose
Sub recipient

By: _____
Yannik Mckie, Founder

Date: _____

EXHIBIT "A"
SCOPE OF SERVICES AND TIMETABLE

The Sub recipient will be responsible for administering Living In Purpose in a manner satisfactorily to the Grantee, according to and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

J. SCOPE OF SERVICES

A. Activities

The Living in Purpose Afterschool Program, Men in Training Mentor Program, Hooping with Purpose Basketball Program, Dream Center Music Program, Gardening Black Farm Street Program, Pod Casting for Purpose Program and Entrepreneurship Legacy Program.

Program Delivery

Sub recipient will provide a public facility for low income and homeless individuals. This project will take place at 1650 Olive Rd Augusta, Ga 30904. Monday – Friday 0900 – 1830. Additional activities and hours as needed which also is to include weekends.

General Administration

The Board of Directors manages the Sub recipient; The Chief Executive Officer manages the agency, finance, and programs; Volunteers support the agency and clients.

B. National Objectives

The Sub recipient certifies that the activity/activities carried out under this Agreement will meet the National Objective to benefit low and moderate income persons

LOW MOD LIMITED CLIENTELE

Sub recipient will meet the requirements provided for in the regulations by requiring information on family size and income. This information will be used to ensure that clients are low to moderate income.

C. LEVELS OF ACCOMPLISHMENT – Goals and Performance Measures

The Sub recipient agrees to provide the following levels of program services:

PROPOSED PERFORMANCE GOAL	PROPOSED PERFORMANCE MEASURE
Media Room Remodeling	Serve more youth overall, measure with monthly meeting, attendance records, increase participation
Upgrade Kitchen	Begin the cooking of the culinary program, partner with other nonprofits & their programs, increase of how many youth fed, measured by monthly meeting, attendance, scorecards
Upgrade Signage	This will help increase the participation by at least 20% of youth and make a impact of the afterschool as it will be visual to everyone eye.

D. Staffing

CEO – Chief Executive Officer – Oversees the staffing, activities, programs and funding that is provided.

COO – Chief Operating Officer – Makes sure the operations of the building & programs are operating as designed and planned.

ADMINISTRATOR – Maintain the required documents from grants, staffing, program participants, requirements for the building and more.

VOLUNTEERS – Provide time and talents weekly need =ed for the programs to run with the proper ration to youth served in the programs.

PURPOSE COACHES – Volunteers that give their time to teach and or instruct in their area of expertise for the various programs.

MENTORS – Guide & participant with the development of moral, values, integrity, respect, & responsibility of Young kings

E. Performance Monitoring

The Sub recipient agrees that the Department may carry out periodic monitoring activities, as determined necessary by the Department. At a minimum, monitoring shall occur annually, but it may occur more frequently if the Department deems it necessary. The Department will provide the Sub recipient advance written notice prior to any monitoring activities. Such monitoring shall consist of (i) evaluating the Sub recipient's compliance with the terms and conditions of this Agreement, and (ii) comparing the Sub recipient's projected Project schedule, budget, and output with its actual performance. Upon request, the Sub recipient shall furnish the Department, the Grantee, or its designee copies of such records and information, as the Department or the Grantee deems necessary. In addition, the Sub recipient shall submit monthly progress reports, as required by this Agreement, and shall prepare other such reports as may be required by the Department, the Grantee, and/or HUD.

The Grantee will monitor the performance of the Sub recipient in accordance with the goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If, Sub recipient does not take corrective

action to address such substandard performance within a reasonable period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Sub recipient shall start on the latest signature date on this agreement and end December 31, 2023. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub recipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Line Item	Amount
Kitchen, Hood & Panel & install, walls, fire suppression system, plumbing for kitchen	\$33,000
Boiler System / Heating & Air	\$12,000
Plumbing through Building / Floor Replacement / Roof	\$55,000
TOTAL	\$100,000

Any amendments to the budget must be in writing and approved, in writing, by the Grantee's Director of the Augusta Housing and Community Development Department.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed One Hundred Thousand Dollars (**\$100,000.00**). Draw downs for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein, and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III, and in accordance with performance.

Payments may be contingent upon certification of the Sub recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

Sub recipient is also responsible for submitting to the Grantee each of the following: (i) monthly progress reports, (ii) time sheets (if applicable), (iii) mileage (if applicable), (iv) invoices and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained up to five (5) years after the Agreement expires.

EXHIBIT "B"
PROGRAM REQUIREMENTS

Sub recipient shall operate this project funded through the Augusta Georgia's Community Development Block Grant Program according to the following guidelines:

1. At a minimum, Accounting and related records of Sub recipient shall be comprised of the following:
 - a. Voucher System - All supporting documentation, including, but not limited to, purchase order, invoices, receiving reports, and requisitions.
 - b. Books of Original Entry - Cash receipts, disbursements journal, and general ledger.
 - c. Chart of Accounts - Listing of accounts must be maintained in an accounting system.
 - d. Personnel Records - Separate personnel files shall be maintained for each project employee. At a minimum, the file shall contain the following: (i) a resume of the employee, (ii) a description of duties assigned, (iii) a record of the date employed, (iv) rate of pay at the time of employment, (v) subsequent pay adjustments, and (vi) documentation supporting leave taken by the employee.
 - e. Attendance Record - Attendance records shall be maintained for all personnel paid with CDBG funds. This shall apply to part-time and full-time personnel. In addition to accounting for daily attendance, the type of leave taken (i.e. annual, sick, or other), shall be disclosed and documented. Daily attendance records must support budgetary changes for payroll purposes.
 - f. Payroll Records - Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose the following information for each employee: (i) name, (ii) job title, (iii) social security number, (iv) date hired, (v) rate of pay, and (vi) all required deductions for tax purposes. Timely quarterly payment of taxes, which are withheld from employees for the Federal Government, and required matching costs, shall be documented in payroll records. In addition, all charges for payroll purposes shall be made and documented in accordance with the budget submitted to the Grantee.
 - g. Checking Accounts - Monthly bank reconciliation shall be conducted by Sub recipient. All checks, including voided checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, cancelled checks, and deposit slips must be readily available for audit purposes.
 - h. Petty Cash - Sub recipient is encouraged to use an imprest or cash advance system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG funds are used as petty cash.
 - i. Purchasing Practices - HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent.

Therefore, Sub recipient is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub recipient use a formal pre-numbered purchase order system where possible and applicable.

- j. Inventories - Sub recipient is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.
 - k. Property Records - Sub recipient is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of property held at the end of the fiscal year.
- 2. All project accounting records and supporting documents shall be maintained for a period of at least five (5) years after termination of the Grantee's award. The records shall be made available to the Grantee, HUD and/or any of their authorized representatives.
 - 3. Sub recipient should maintain records in an orderly manner, with systematic identification for different federal time periods. Records must be protected from fire or other perils. If records are stored in a location other than the project site, they shall be readily accessible to the Grantee's staff, HUD officials, and others who may be authorized to examine such records.

EXHIBIT "C"
REPORT SCHEDULE

REPORT	DUE DATE	PERIOD COVERED
Monthly Progress Report	15 th day of each month (Jan. – Dec.)	For Prior Months' Activities
Annual Performance Report	January 15 after year of grant period	Grant Period (Jan 1 – Dec 31)
Audit or Financial Statement	30 days after receipt of Audit Report	Sub recipient's audit period

ATTACHMENTS:

Regulations, Circulars & Local Procurement Policy

1. Community Development Block Grant Entitlement Program 24 CFR 570
2. OMB Circular A-122
"Cost Principles for Non-Profit Organizations"
3. OMB Circular A-110 (Part 84) – Uniform Administrative Requirements
"Grants and Agreements with Institutions of Higher Education, Hospitals, & Other Non-Profit Organizations"
4. OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-Profit Institutions"
5. The Augusta, Georgia Procurement Code is available on the Augusta, Georgia website, www.augustaga.gov. All Sub recipients shall be responsible for reviewing and/or obtaining a copy of such Code. Sub recipients should contact the Augusta, Georgia Housing and Community Development Department with any questions and/or concerns regarding the Procurement Code.
6. Executive Orders

Forms

1. Reimbursement Request, Checklist & Itemization
2. Participant Income Eligibility "Exhibit D"
3. Monthly Progress Report "Exhibit E"
4. Annual Performance Report "Exhibit F"
5. Income Eligibility Calculation Worksheet
6. FY 2013 Income Limits
7. Time Sheet (Use if applicable)
8. Bid Tabulation (Use if applicable)
9. Quote Tabulation (Use if applicable)
10. Travel Log (Use if applicable)
11. Inventory Form (Use if applicable)



Commission Meeting

May 16, 2023

On-Call Professional Services for Engineering and Field Design, small to Medium
Scale Maintenance Task Design, Regulatory Periodic Inspection Compliance and
Structural Inspection & Investigations

RFP 19-241

File Reference: 23-014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik
Caption:	Motion to approve continued funding of the current “On-Call Professional Services for Engineering and Field Design, small to Medium Scale Maintenance Task Design, Regulatory Periodic Inspection Compliance and Structural Inspection & Investigations” Services (CEI Services) Contract in the amount of \$250,000 as requested by Engineering. RFP 19-241 (Approved by Engineering Services Committee May 9, 2023)
Background:	AED has several infrastructure improvements projects in design and under construction. This trend will continue for the next several years. The majority of the projects are local funded (SPLOST) and regional funded (TIA). There are a few federal funded projects too. In addition, AED is responsible for operation and maintenance of storm conveyance system, flood control structures (such as dam and levee) and bridges, Traffic operation, and roadway lighting operation and maintenance. The Augusta Engineering Department (AED) supplements small to medium and specialized projects design efforts by on-call professional services from Engineering Professional firms under on-call CEI services contract. The assistance of outside professional engineering services is temporary and helps ensure a quality finish product in a timely manner.
Analysis:	On November 2019, The Augusta Commission approved On-Call contract to ZEL Engineers, Infrastructure Management Systems, Moreland Altobelli, Hussey Gay Bell and Cranston Engineering being the selected firms. Additional funds allocation to this contract is needed to maintain required level of design services for Infrastructure small to medium projects design and specialty professional services.
Financial Impact:	Funds are available in the amount of \$250,000 Augusta Engineering TIA Project Management fund.

Alternatives:	1. Do not approve contract award and find alternative way for providing needed Professional Engineering Services for small to medium projects design and specialty professional services.
Recommendation:	Approve continued funding of the current “On-Call Professional Services for Engineering and Field Design, small to Medium Scale Maintenance Task Design, Regulatory Periodic Inspection Compliance and Structural Inspection & Investigations” Services (CEI Services) Contract in the amount of \$250,000 as requested by AED.
Funds are available in the following accounts:	(\$250,000) 371-041114-52.12115 - AED TIA Project Management Funds
<u>REVIEWED AND APPROVED BY:</u>	HM/SR



RFP Opening - RFP Item #19-241
**On Call Professional Services for Engineering and Field Design,
 Small to Medium Scale Maintenance Task Design, Regulatory Periodic
 Inspection Compliance and Structural Inspections & Investigations
 for Augusta, GA - Engineering Department**
RFP Date: Friday, June 21, 2019 @ 11:00 a.m.

Total Number Specifications Mailed Out: 9
 Total Number Specifications Download (Demandstar): 5
 Total Electronic Notifications (Demandstar): 83
 Georgia Procurement Registry: 608
 Mandatory Pre-Proposal Conference Attendees: 14
 Total packages submitted: 5
 Total Noncompliant: 0

VENDORS	Attachment "B"	E-Verify #	SAVE Form	Original	7 Copies	Fee Proposal
ZEL Engineers 435 Telfair St Augusta, GA 30901	Yes	257101	Yes	Yes	Yes	Yes
Infrastructure Management Systems 1557 Broad St Augusta, GA 30904	Yes	1266225	Yes	Yes	Yes	Yes
Moreland Altobelli 2450 Commerce Ave, Suite 100 Duluth, GA 30096	Yes	53328	Yes	Yes	Yes	Yes
Hussey Gay Bell 2160 Satellite Blvd., Suite 250 Duluth, GA 30097	Yes	398475	Yes	Yes	Yes	Yes
Cranston Engineering 452 Ellis St Augusta, GA 30901	Yes	64684	Yes	Yes	Yes	Yes



Commission Meeting

May 16, 2023

Utilities Purchase of Itron Endpoints and Data Configuration

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	Motion to approve Augusta Utilities Purchase of Itron Cellular Endpoints and Data Configuration for AMI Testing. (Approved by Engineering Services Committee May 9, 2023)
Background:	Itron is AUD's current provider of approximately 55,000 first and second generation electronic radio read endpoints that allows AUD to remotely read a large portion of our existing meter population. AUD plans to use ARPA funds and other funding sources to start converting all our meters to AMI (Advanced Metering Infrastructure) which will eventually enable all of our meters to be read by a system of remote meter data retrieval that will no longer require staff to physically drive to the site of the meter to access the reading data. This can be achieved by transmitting data through cellular signals, or by installing a system of fixed data collectors throughout our area located on existing structures.
Analysis:	Augusta Utilities is in the process of considering various options and types of equipment to enable us to meet our goal of beginning the process of AMI. Our current remote read vendor, Itron, has a solution that uses cellular technology, so no added infrastructure is required, only the devices themselves, the data collection software, the vendor's IT related services and cellular service charges. In order to effectively test this technology, we have purchased 100 of these units, but need an additional 400 of these units to have a large enough sample size to monitor their performance for approximately the next six months and make an informed decision. If we decide <u>not</u> to implement this system, these units can still be toggled into traditional drive-by mode and the software being installed is just an upgrade of our meter reading software to the required version but will also provide us with the best software option available as we continue to read the current Itron technology over the next several years while we transition to whichever technology and vendor we ultimately decide is best. Itron is the only vendor who can supply us these particular devices as they are brand new and are not available through any distributors. We are specifically wanting to test their product since we already will have their software in place, and Itron is going to be the lowest price AMI option due to the existing relationship and

existing infrastructure and special discounts being offered. This is a very affordable way to test and evaluate this technology with very little sunk costs should we decide not to proceed with this technology throughout our system.

Financial Impact: The total cost to purchase 400 units, mounting kits, cellular subscription fees and professional services to properly set up the software and data collection protocols is \$80,196.

Alternatives: None

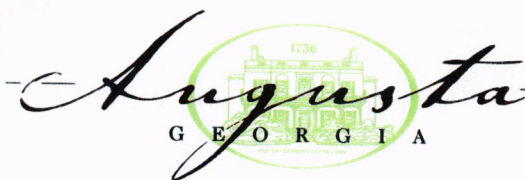
Recommendation: Approve Augusta purchase of Itron Cellular Endpoints for AMI testing

Funds are available in 506043210/5315111 \$39,188.00

the following accounts: 506043110/5212999 \$36,448.00

506043210/5213110 \$4,560.00

REVIEWED AND
APPROVED BY: N/A



UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

TO: Geri Sams
Director, Procurement Department

THRU: Wes Byne, P.E. *Sub*
Director, Utilities Department

FROM: Steve Little, Asst Dir – Fin & Admin, Utilities

CC:

DATE: April 17, 2023

SUBJECT: JUSTIFICATION FOR SOLE SOURCE

Augusta Utilities is in the process of considering various options and types of equipment to enable us to meet our goal of beginning the process of moving all of our meters to AMI (Advanced Metering Infrastructure) which will eventually enable all of our meters to be read by a system of remote meter data retrieval that will no longer require staff to physically drive to the site of the meter to access the reading data. This can be achieved by transmitting data through cellular signals, or by installing a system of fixed data collectors throughout our area located on existing structures.

Our current remote read vendor, Itron, has a solution that uses cellular technology, so no added infrastructure is required, only the devices themselves, the data collection software, the vendor's IT related services plus cellular service charges. In order to effectively test this technology, we have purchased 100 of these units, but need an additional 400 of these units to have a large enough sample size to monitor their performance for approximately the next six months and make an informed decision. If we decide not to implement this system, these units can still be used in the traditional mode and the software is just an upgrade of our meter reading software to the required version and will provide us with the best software option available as we continue to read the current Itron technology as well over the next several years while we transition to whichever technology and vendor we ultimately decide is best.

Itron is the only vendor who can supply us these particular devices as they are brand new and are not available through any distributors. We are specifically wanting to test their product since we already will have their software in place, and Itron is going to be the lowest price AMI option due to the existing relationship and existing infrastructure and special discounts being offered.



Electric / Gas / Water
Information collection, analysis and application

2111 N. Molter Rd.

Liberty Lake, WA 99019

fax: 866-787-6910

www.itron.com

Pricing Summary for

City of Augusta, Georgia

BMR# 26559-23 Ver1 Mar

March 30, 2023

Item	Category	Description	Qty	Unit Price	Extended Price	Notes
Water Modules						
1	ECW-1700-001	500W Cellular Water Pit Module	400	\$94.50	\$37,800.00	
2	CFG-1601-001	500W Through Lid Mount Kit	400	\$3.47	\$1,388.00	
3	CFG-0151-010	Standard 5' Cable with In-Line Connector with .167" Diameter Cable	TBD	\$8.00	TBD	
Water Modules Total					\$39,188.00	
Professional Services						
4	Services	Itron Professional Services - Fixed Fee - Cellular Phase 0			\$36,448.00	
Professional Services Total					\$36,448.00	
Cloud Services						
5	3000-00776	Incremental Endpoints: AMI Essentials Water NAM - Managed Service Subscription - Year 1	400	12	\$0.9500	\$4,560.00
Cloud Services Total					\$4,560.00	
Grand Total					\$80,196.00	

Notes and Assumptions

- Full warranty is consistent with the warranty terms in the Agreement for the first 10 years from date of shipment.
For warranty claims in years 11 through 15, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 50 percent of its then-current list price for the replacement product.
For warranty claims in years 16 through 20, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 25 percent of its then-current list price for the replacement product.
- Warranties on the applicable Water Modules shall be void if Water Module is used in connection with a third-party reading system that has not been approved by Itron in writing.
- Equipment Prices. Itron Equipment prices are fixed for one year from the agreement execution date.
- Price Adjustment - Third Party Equipment. Itron reserves the right to pass-through any cost increase associated with Third Party Equipment.
- Professional Services:
Itron Professional Services are based on a two month project duration upon commencement of project kick-off. All work will be performed remotely.
Travel and Expenses - if required, estimated travel and expenses will be billed back to the Utility at actual and will include a 15% administrative expense to all travel costs.
Temetra remote professional services to include: project kickoff meeting, assistance with user system, configuration, integration testing, validation of read formatting, and any additional codes required to perform meter reading operations. Training services to include user setup, app installation, route and meter data import, route scheduling, synchronization, and reports and exports. Monday through Friday, 8am to 5pm standard business hours.
Customer/Distributor will provide Temetra: One CSV file with routes and meter data and one CSV provisioning file for Endpoints in a standard Temetra format.
Temetra export will be provided in CSV or MVRS.
Any file format customizations are subject to additional fees via Itron Change Order process.
Not in Scope: Field work including site/network/coverage surveys, coverage optimization, installations, lid replacements.
- Itron Professional Services:
Itron professional services assume a 6 month project duration. See Statement of Work for complete Details.
Pricing assumes commencement/completion in 2023. Should project extend into 2024, pricing is subject to inflation price increase.
Itron Professional Services will be provided at a fixed fee. Statement of Work will determine agreed upon milestone payments.
Pricing assumes all work will be performed remotely. Should travel be required/requested, travel and expenses and will be billed back to the Utility at actual and will include a 15% administrative expense to all travel costs.
- Recurring Services - Renewal Prices. Annual Recurring Services Prices are fixed for 3 years from the Agreement Effective Date. Thereafter Itron reserves the right to annually increase the then-current prices for Itron Recurring Services up to a percentage equal to the greater of (a) 3 percent (3%), and (b) the increase in the Index over the prior twelve (12) month period. "Index" means the PPI Commodity data for Final demands goods, seasonally adjusted (WPSFD41), as published by the US Department of Labor. The Index is accessible at www.bls.gov/data/.
- After each project, Itron will assess the partner's performance to ensure that they are ready to progress to the next service level through Itron Partner certification program, e.g., graduate from level 1 to Level 2/3/4 by completing the score card. Once they are certified to advance to the next level, Itron will either provide them a credit or requote based on the level in which they are ready to executing the next project.
- The monthly endpoint subscription fee quoted above starts at the end of the month in which the endpoint is activated or six (6) months from date of shipment (the "Activation" or "Activated"), whichever is earlier.
- For purposes of this quote, the AMI ESSENTIALS WATER NAM-MANAGED SERVICE SUBSCRIPTION price is based on the quoted number of endpoints being Activated and remaining in service for the full Term of agreement. Any modifications to the number of Activated end points and/or the Term of the agreement will result in a change in price until full deployment is reached.
- Pricing Summary assumes 5-year commitment.
- Pricing is based on existing agreements or Itron's standard terms and conditions.
- Freight, taxes, duties, and tariffs are not included. Prices are in US dollars. Quote is valid for 60 days.



Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT)

Vendor: ltron E-Verify Number: 633584

Commodity: 500w Cellular Endpoints & IT Service

Estimated annual expenditure for the above commodity or service: \$ \$80,196

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

- _____ 1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
- _____ 2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
- _____ 3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
- X _____ 4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
- _____ 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
- _____ 6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Name: Steve Little Department: Utilities Date: 4/17/23

Department Head Signature: [Signature] Date: 17 Apr 23

Approval Authority: [Signature] Date: 4/24/2023

Administrator Approval: (required – not required) _____ Date: _____

COMMENTS: Requires Commission Approval



Commission Meeting

May 16, 2023

Engineering Services for Utilities Department's Fort Gordon NPW Irrigation Water Storage Tank

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	Motion to approve proposal from Goodwyn, Mills and Cawood, Inc. (GMC) to provide engineering services for Utilities Department's Fort Gordon NPW Irrigation Water Storage Tank project. (Approved by Engineering Services Committee May 9, 2023).
Background:	<p>Augusta Utilities Department (AUD) is the contracted water, sanitary sewer, and irrigation utility provider for Fort Gordon.</p> <p>AUD evaluated the condition of the existing NPW Irrigation Water Storage Tank built in 1941, and determined it needs to be replaced. GMC has experience with AUD's NPW Irrigation system on Fort Gordon, and AUD requested their proposal to provide design and construction services for the tank replacement, and demolition of the existing tank. Their scope of services are detailed in the proposal.</p> <p>The cost for GMC to provide engineering services will be recovered within AUD's project budget paid by Fort Gordon.</p>
Analysis:	Based upon their qualifications as preapproved consultants under RFQ #18-132 Engineering Consultant Services for Utilities, the Utilities Department recommends contracting with Goodwyn, Mills and Cawood, Inc. to perform engineering services for the Fort Gordon NPW Irrigation Water Storage Tank project. Utilities Department requests approval in the amount of \$358,000.00 to fund the proposed services.
Financial Impact:	The cost is \$358,000.00.
Alternatives:	No alternatives are recommended.
Recommendation:	Recommend approval for Utilities Department to contract with Goodwyn, Mills and Cawood, Inc. for the proposed services in the amount of \$358,000.00.
Funds are available in the following accounts:	507043410-5212115 / 88880270-5212115
<u>REVIEWED AND APPROVED BY:</u>	N/A



April 14, 2023

Goodwyn Mills Cawood

801 Broad Street
Suite 900
Augusta, GA 30901

T (706) 303-3272
F (770) 955-1064

www.gmcnetwork.com

Mr. Steve Behrend, PE
Augusta Utilities Department
Building 205 Dorsey Drive
Fort Gordon, GA 30905
VIA: Email

**Re: Ft. Gordon Elevated Storage Tank
Proposal/Letter Agreement to Provide Design, Bidding, and Construction
Phase Services**

Dear Mr. Behrend,

Goodwyn, Mills and Cawood (GMC) proposes to provide engineering services for the Augusta Utilities Department (AUD) for the demolition of one existing (1) 500,000 gallon elevated storage tank and construction of one (1) 250,000-350,000 gallon elevated storage tank (EST) and moving of associated components and water line from an existing tank to a location adjacent to the new tank.

Design will be accomplished in five phases – Detailed Design, Permitting, Bidding, Construction, and Project Closeout. Final Design Documents will be concluded with a complete bid ready set of 22-inch by 34-inch construction drawings and project specifications.

SCOPE OF WORK

Task 1 – Detailed Design Phase

The Consultant shall:

1. Conduct a kickoff meeting to define and clarify AUD's requirements for the Project, and discuss schedule, milestones, available data, and additional information needed to execute the project.
2. Review any previous studies or designs performed on the project.
3. Advise AUD of any need to provide additional data or services outside the Consultant's scope.
4. Make up to two visits to the project site with AUD during the design phase to review project design or unique constraints or conditions.
5. Coordinate Design Survey
 - a. Locate all underground and aboveground utilities within the area to be surveyed.
 - b. Provide topographic survey of the site work and pipeline route as necessary to meet the necessary design and permitting requirements as described herein.
 - c. Survey for pipelines shall consist of one side of road right-of-way or a 25-foot corridor, at minimum, for pipelines.
 - d. Locate all drainage and sanitary sewer information (ditch bottoms, storm drain top elevations, culvert dimensions, invert elevations, sizes, and connections).
 - e. Set construction benchmarks for listing on plans (Northing, Easting, Elevation, Description).
 - f. Complete boundary and topo survey of EST site.
6. Complete Geotechnical Investigation

- a. Provide locations and data needed for any geotechnical investigations necessary for the project.
 - b. Conduct a subsurface field investigation and provide a geotechnical report to include recommendations on:
 - i. Foundations
 - ii. Presence/absence/depth of rock
 - iii. Suitability of onsite material for structural fill
 - c. It is estimated that three (3) soil borings, each a minimum of fifty (50) feet (Or refusal) in depth will be drilled, collected, and analyzed at the proposed EST site.
7. Perform Lead Sampling
 - a. Collect samples from each side of the slab and two intervals out from the slab
 - b. Collection of up to 12 soil samples
 - c. Report of findings
8. Quality Assurance / Quality Control
 - a. Conduct internal constructability reviews at the designated completion milestones. Review of the design shall include:
 - i. Specified manufacturers or major equipment items
 - ii. Design calculations
 - iii. Construction cost estimate
 - iv. I/O Listing and functional control descriptions
 - v. Construction phasing
 - vi. Interdisciplinary review to ensure coordination and completeness
 - vii. Technical specifications and consistency with front end documents.
 - b. Reviews shall be performed by staff not involved with the design on a daily basis.
9. Construction Cost Estimates
 - a. Construction cost estimates shall include a contingency consistent with the level of detail and stage of the design.
10. Bid Documents
 - a. Complete all design and prepare bid documents indicating the scope, extent, and character of the Work to be performed and furnished by the Contractor.
11. Deliverables
 - a. All deliverables shall be submitted via email or ftp site in PDF format.
 - b. Drawings and specifications shall be full-size and four (4) hard copies provided.
 - c. Preliminary Design Report as required by GAEPD.

Task 2 – Permitting Phase

The Consultant shall:

1. Obtain necessary information, and prepare the applicable drawings and applications for GAEPD and/or the Local Issuing Authority (LIA) to review and provide signature, for the necessary permits.
2. Revising the drawings and specifications as necessary in response to directives from permitting agencies.
3. AUD will pay for all permit fees.



Task 3 – Bidding Phase

- The project is anticipated to be bid as one (1) contract

The Consultant shall:

1. Attend pre-bid meeting and site visit.
2. Provide response to Contractors for any technical questions received and prepare addenda as required.
3. The bidding period is anticipated to be 30 days.
4. Attend bid opening.
5. Evaluate the qualifications submitted by Bidders, call references as necessary, prepare a bid tabulation, and provide a Recommendation of Award to AUD.

Task 4 – Construction Phase

GMC will provide the following services during the construction phase:

1. Contract Documents – Provide up to eight (8) complete sets of conformed documents (bid documents and addenda). Four (4) sets shall be full size and four (4) sets shall be half size.
2. Preconstruction Conference – Conduct preconstruction conference to address key contract elements, schedule, progress payments, change orders, record drawings, shop drawing submittals, permitting and other coordination issues.
3. Project Administration and Correspondence – Respond to Request for Information (RFI's), change order proposals, and other routine project correspondence.
4. Shop Drawing Review – Review shop drawings and material submittals for conformance to the requirements of the Contract Documents.
5. Construction Meetings – Attend construction meetings as required.
6. Construction Admin – Periodic construction observation will be conducted to observe the progress of the Work. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's Work, but rather are to allow the Consultant, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in general conformance with the Contract Documents. Twenty (20) site visits are estimated.
7. Prepare and manage a punchlist of items for the Contractor to address, assist in resolving punchlist items with the Contractor, and perform follow-up inspections to verify the satisfactory resolution of all punchlist items.
8. Review Contractor Application For Payment –
 - a. Review applications for payment to confirm quantities and accuracy.
 - b. Review Pay Applications against work in place and make a recommendation to the City concerning payment.
9. Project Closeout and Record Drawing Preparation – Prepare closeout paperwork and As-Built Drawings.



Task 5 – Project Closeout

The consultant shall:

1. Prepare Notice of Termination forms for all applicable permits.
2. Receive, review, and transmit to AUD maintenance and operating manuals, schedules, guarantees, bonds, certificates, or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples, and other data approved as described above.

Additional Services:

1. Subsurface Utility Engineering
 - a. Compile available utility mapping. Locate underground utilities ahead of survey and mark with appropriate colored paint.
 - b. SUE will be conducted at utility crossings that could impact the pipe horizontal and vertical alignment. Locations and use will be confirmed by AUD prior to initiating.
 - c. Allowance for SUE will be used on an as needed basis. Any unused allowance will revert back to AUD.
2. Elevated Storage Tank special coating inspections
 - a. Inspection of the interior and exterior coating
 - b. Allowance for inspection of the interior and exterior coating inspection will be used on an as needed basis. Any unused allowance will revert back to AUD.

Assumptions:

The following items and services are not included as part of this Scope of Services but can be included as an additional service if requested:

1. Full-Time Resident Construction Inspection
2. Environmental assessments of any kind (Phase 1, Phase 2, jurisdictional delineations, etc.), or any exhibits permitting, calculations, etc. for the purposes of wetland impacts/permitting
3. Major revisions to the design plans after approval of the preliminary plans and proceeding into detailed design
4. Special inspections
5. Permit fees
6. Issuing bid documents, and maintaining plan holders lists.
7. Any other service not explicitly identified herein shall be provided by others or as an additional service.

SCHEDULE

GMC is available to begin work immediately upon receipt of the Notice to Proceed and will complete Preliminary Engineering Report, Environmental Report and Topo Survey within three (3) months from receiving notice to proceed from AUD. Design Documents will be completed within two (2) months following the PER review and receipt of AUD comments on the Preliminary Design. Environmental Permitting, should it be needed, is not included within this schedule.



PROJECT FEES

The following summary provides a fee breakdown for each phase. Reimbursable expenses have been included in the total amount. Invoicing for the project will be submitted to AUD on a monthly basis as the work progresses. Extra Services, if ordered by AUD will be billed on a time and material (T&M) basis in accordance with GMC's current Standard Rate and Fee Schedule in effect at the time of the services. The 2023 Standard Rate and Fee Schedule is included for your reference.

The project fees are broken into lump sum fees and allowances as follows:

Lump Sum Fees

Task 1	Detailed Design		\$154,000
	Survey	\$ 6,000	
	Geotechnical	\$ 28,000	
	Preliminary Engineering Report	\$ 42,000	
	Preliminary Design	\$ 30,000	
	Final Design	\$ 48,000	
Task 2	Permitting Phase		\$18,000
Task 3	Bidding Phase		\$10,000
Task 4	Construction Phase		\$72,000
Task 5	Project Closeout		\$14,000

Total Lump Sum Fees **\$268,000**

Additional Services Allowances

Subsurface Utility Engineering	\$20,000
Elevated Storage Tank Coating Inspection	\$70,000

Total Allowance Fees **\$90,000**

Fee Total **\$358,000**

Should this approach meet with your approval, we look forward to entering into a Contract with Augusta Utilities Department.

Sincerely,

GOODWYN, MILLS & CAWOOD, INC.

Marie Corbin, P.E.
Senior Project Manager

Encl 2023 Standard Rate and Fee Schedule



2023
Standard Rate and Fee Schedule

Standard Hourly Rates

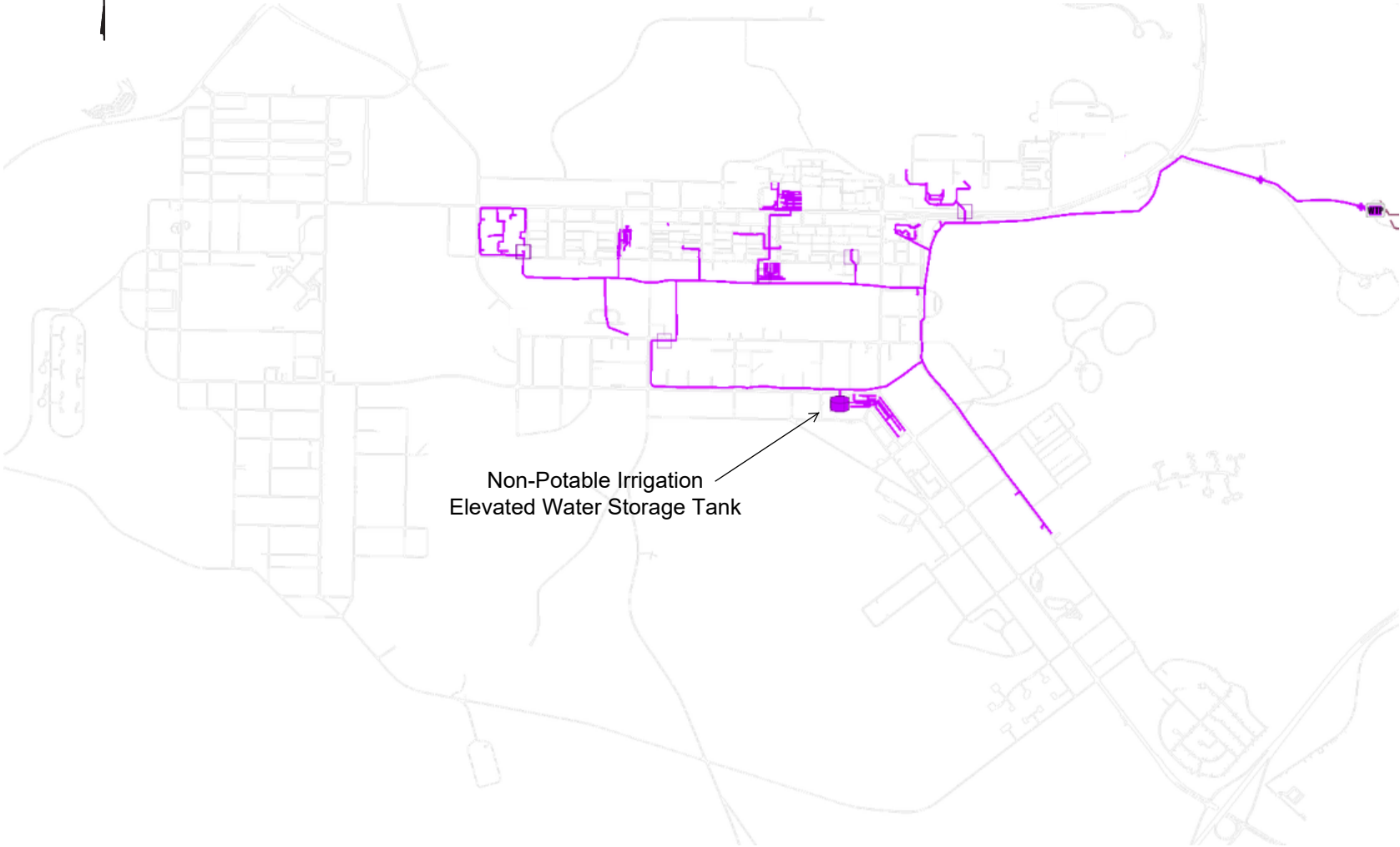
Executive Vice President	\$ 300.00
Senior Vice President	\$ 250.00
Vice President	\$ 225.00
Senior Professional (Architect, Engineer Regional Technical Leader, Interior Design, Scientist, Project Manager)	\$ 250.00
Professional III (Architect, Engineer Design Manager, Interior Design, Scientist, Project Manager)	\$ 225.00
Professional II (Architect, Engineer State Technical Leader, Interior Design, Scientist, Project Manager)	\$ 200.00
Professional I (Architect, Engineer Design Coordinator, Interior Design, Scientist, Project Manager)	\$ 185.00
Senior Professional Staff (Architect, Project Engineer, Interior Design, Scientist, Assistant Project Manager)	\$ 160.00
Professional Staff III (Architect, Engineer Project Professional, Interior Design, Scientist)	\$ 135.00
Professional Staff II (Architect, Engineer Staff Professional, Interior Design, Scientist)	\$ 120.00
Professional Staff I (Architect, Interior Design, Scientist)	\$ 100.00
Senior Technical (Technical Spec., Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 160.00
Technical III (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 140.00
Technical II (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 115.00
Technical I (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 95.00
Intern/Co-op II (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 90.00
Intern/Co-op I (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 70.00
Executive Administrative Assistant	\$ 115.00
Administrative Assistant II	\$ 95.00
Administrative Assistant I	\$ 75.00
Surveying:	
Professional Land Surveyor	\$ 180.00
Survey Crew (four-man survey crew)	\$ 310.00
Survey Crew (three-man survey crew)	\$ 250.00
Survey Crew (two-man survey crew)	\$ 185.00
Field Tech III	\$ 105.00
Field Tech II	\$ 80.00
Field Tech I	\$ 65.00

Reimbursable Expenses

Travel Expenses	
Vehicle Transport	\$0.655 per mile
Travel/ Meals/ Lodging	Cost
Other Out-of-Pocket Expenses	Cost plus twenty percent
Sub-Consultant/ Sub-Contractors	Cost plus twenty percent
Sub-Consultant/Sub-Contractors reimbursable expenses	Cost plus twenty percent
Printing & Shipping	
Out of house reprographic services	Cost
In-House B&W reprographic services (small format)	\$0.10/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House Color reprographic services (small format)	\$0.10/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House B&W reprographic services (large format)	\$0.15/ sf
In-House Color reprographic services (large format)	\$0.20/ sf
GPS equipment	\$250.00 per day



Fort Gordon Non-Potable Irrigation System





**RFQ #18-132 Engineering Consultant Services
for the Augusta, GA – Utilities Department
RFQ Due: Wednesday, February 28, 2018 @ 11:00 a.m.**

Total Number Specifications Mailed Out: 77
Total Number Specifications Download (Demandstar): 13
Total Electronic Notifications (Demandstar): 335
Total Number Specifications Mailed to Local Vendors: 19
Pre Bid Conference: 29
Total packages submitted: 24
Total Noncompliant: 1

VENDORS	Attachment "B"	E-Verify	SAVE Form	Addendums 1-2	Original	7 Copies
787 Engineering 1450 Greene Street, Suite 80 Augusta, GA 30901	Yes	1270805	Yes	Yes	Yes	Yes
Pond & Company 621 NW Frontage Road, Suite 320 Augusta, GA 30907	Yes	175046	Yes	Yes	Yes	Yes
Jacob Engineering 10 10th Street NW, Suite 1400 Atlanta, GA 30309	Yes	11557	Yes	Yes	Yes	Yes
Goodwyn Mills Cawood 6120 Powers Ferry Rd., NW, Ste 350 Atlanta, GA 30339	Yes	425070	Yes	Yes	Yes	Yes
Hazen and Sawyer 4011 Westcase Blvd Raleigh, NC 27607	Yes	70249	Yes	Yes	Yes	Yes
Woolpert 11301 Carmel Commons Blvd Charlotte, NC 28226	Yes	11815	Yes	Yes	Yes	Yes
AECOM 101 Research Dr Columbia, SC 29203	Yes	411650	Yes	Yes	Yes	Yes
Black & Veatch 11000 Regency Parkway, Suite 410 Cary, NC 27518	Yes	11557	Yes	Yes	Yes	Yes
W & A Engineering 2470 Daniells Bridge Rd., Suite 161 Athens, GA 30606	Yes	228645	Yes	Yes	Yes	Yes
A&S Engineering P.O. Box 243 Evans, GA 30809	Yes	340435	Yes	Yes	Yes	Yes
EMC Engineering Services 10 Chatham Center South Suite 100 Savannah, GA 31405	Yes	324745	Yes	Yes	Yes	Yes
Hussey Gay Bell 329 Commercial Drive Savannah, GA 31406	Yes	398475	Yes	Yes	Yes	Yes
WR Toole Engineers 1005 Broad St., Suite 200 Augusta, GA 30901	Yes	62985	Yes	Yes	Yes	Yes
Constantine Engineering 1988 Lewis Turner Blvd Fort Walton Beach, FL 32547	Yes	104087	Yes	Yes	Yes	Yes
WK Dickson 1450 Greene St., Suite 225 Augusta, GA 30901	Yes	110665	Yes	Yes	Yes	Yes



**RFQ #18-132 Engineering Consultant Services
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VENDORS	Attachment "B"	E-Verify	SAVE Form	Addendums 1-2	Original	7 Copies
Southern Land Surveyors 4571-A Cox Rd Evans, GA 30809	Yes	No / Non-Compliant	Yes	Yes	Yes	Yes
CDM Smith 1715 North West Shore Blvd. Suite 8 Tampa, FL 33607	Yes	32909	Yes	Yes	Yes	Yes
Moreland Altobelli Associates 2450 Commerce Ave Duluth, GA 30096	Yes	53328	Yes	Yes	Yes	Yes
McKim & Creed 9960 W Sam Houston Pkwy S Houston, TX 77099	Yes	68813	Yes	Yes	Yes	Yes
Infrastructure Systems Mgt 1557 Broad St Augusta, GA 30901	Yes	1266225	Yes	Yes	Yes	Yes
JLA 1296 Broad St Augusta, GA 30901	Yes	226309	Yes	Yes	Yes	Yes
Cranston Engineering 452 Ellis St Augusta, GA 30901	Yes	64684	Yes	Yes	Yes	Yes
Zel Engineering 435 TelFair St Augusta, GA 30901	Yes	257101	Yes	Yes	Yes	Yes

Office of the Administrator

G E O R G I A

Janice Allen Jackson, Administrator

Suite 910 - Municipal Building
535 Telfair Street - AUGUSTA, GA 30901
(706) 821-2400 - FAX (706) 821-2819

June 19, 2018

Mr. Tom Wiedmeier
Utilities Director
452 Walker Street
Augusta, GA 30901

Dear Tom:

The Augusta, Georgia Commission, at their regular meeting held on Tuesday, June 19, 2018 took action on the following items.

30. RFQ #18-132 Selection of Engineering Firms for the Engineering Consultants Roster. (Approved by Engineering Services Committee June 12, 2018)
31. Approved to approve bid award of RFP #18-300 for the Design and Concept for the Whitewater/Savannah River to McLaughlin Whitewater Design Group. (Approved by Engineering Services Committee June 12, 2018)
40. Deferred to the next Committee Meeting the motion to discuss stormwater fee. (Requested by Commissioner Marion Williams)

If you have any questions, please contact me.

Yours truly,


Janice Allen Jackson
Administrator

06-19-18: #30, #31, #40

cc: Ms. Donna Williams
Ms. Geri Sams

RFQ 18-132 Engineering Consultant Services Rosters

Category 1 – Water Distribution System and Wastewater Collection System Analysis and Design, including Pumping Stations:

A & S Engineering, LLC
Constantine Engineering, Inc.
Cranston Engineering Group, P.C.
Goodwyn, Mills and Cawood, Inc.
Infrastructure Systems Management, LLC
Johnson, Laschober & Associates, P.C.
W.K. Dickson & Company, Inc.
W.R. Toole Engineers, Inc.
Zimmerman, Evans & Leopold, Inc.

Category 2 – Water Treatment Plants:

Goodwyn, Mills and Cawood, Inc.
Hazen and Sawyer
Jacobs Engineering Group, Inc.

Category 3 – Wastewater Treatment Plants:

Constantine Engineering, Inc.
Goodwyn, Mills and Cawood, Inc.
Hussey, Gay, Bell & DeYoung, Inc.
Jacobs Engineering Group, Inc.

Category 4 – Wastewater Collection System Modeling:

CDM Smith, Inc.
Constantine Engineering, Inc.
Jacobs Engineering Group, Inc.

Category 5 – Wastewater Collection System Flow Monitoring:

McKim & Creed, Inc.
W.K. Dickson & Company, Inc.
Woolpert, Inc.

Category 6 – Surveying:

Cranston Engineering Group, P.C.
Moreland Altobelli Associates, LLC
Woolpert, Inc.
W.R. Toole Engineers, Inc.



Commission Meeting

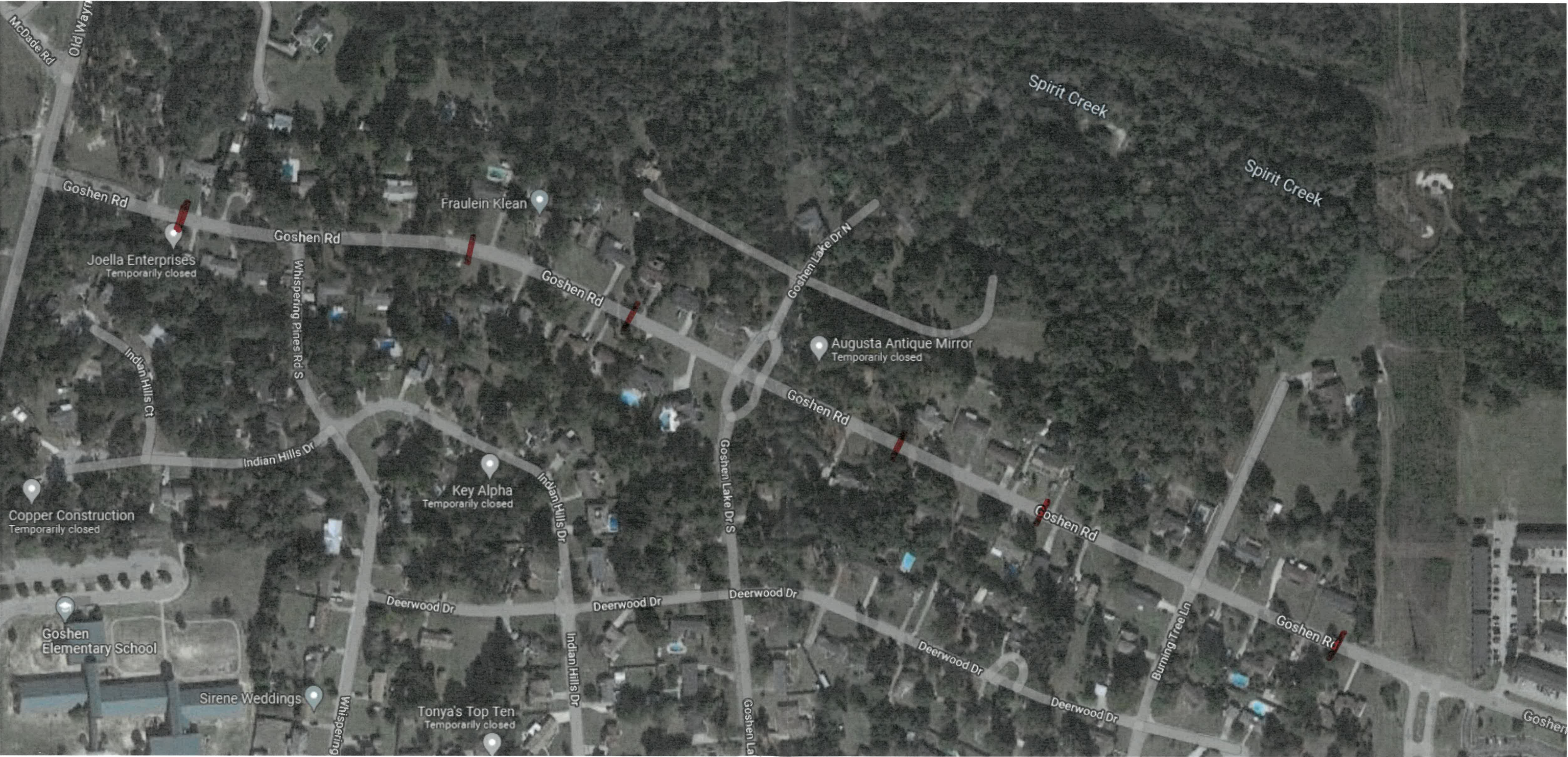
May 16, 2023

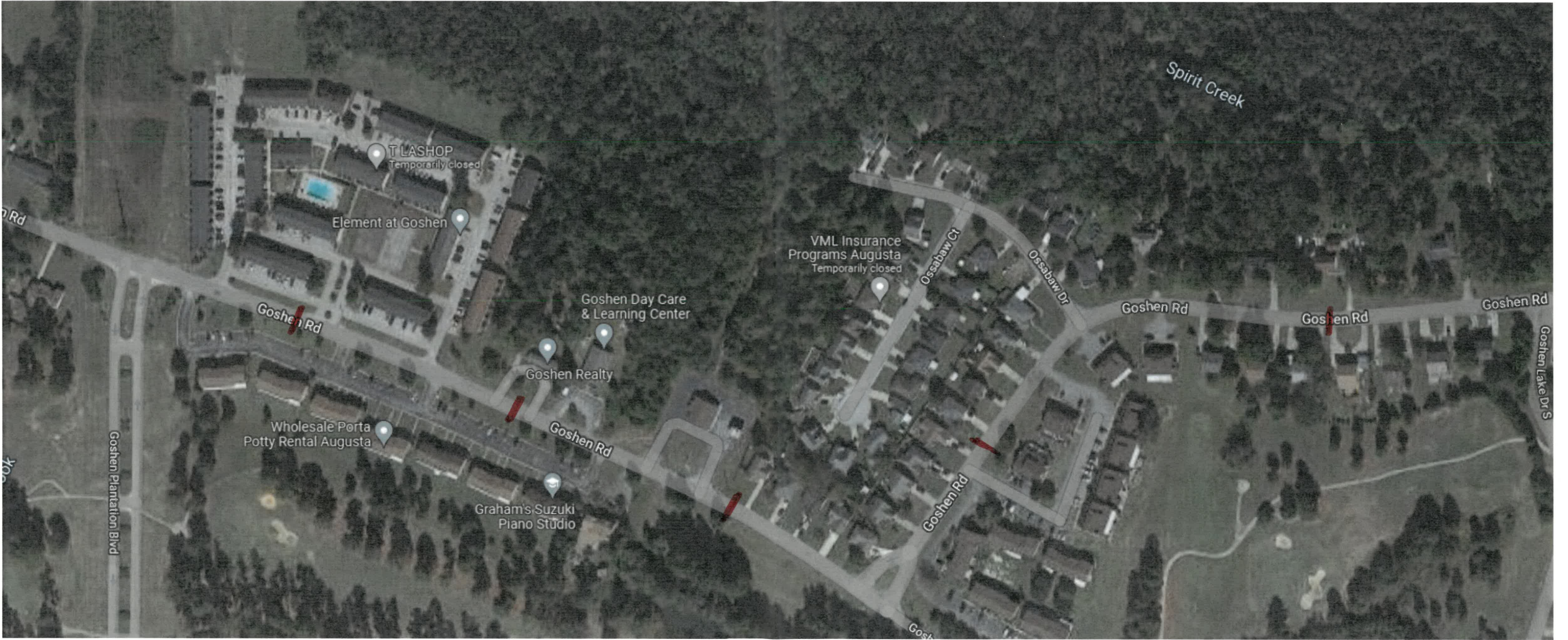
Speed Hump Request for Goshen Road

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik
Caption:	Motion to approve the installation of eleven (11) speed humps along Goshen Road between Old Waynesboro Road and Goshen Lake Drive South per adopted Augusta speed hump policy. Approve construction funds in the amount of \$50,000. Requested by Augusta Engineering & Environmental Services Department. (Approved by Engineering Services Committee May 9, 2023)
Background:	The residents of this area requested to go through the speed hump process. The speed survey showed that the majority of the vehicles traveling along this street section were going 10 mph over the posted speed limit. Approximately 51% of the property owners adjacent to Goshen Road signed the required petition. AE&ESD will install up to 11 speed humps per Augusta policy.
Analysis:	Based on current cost of materials and labor, the price to install one standard speed hump is approximately \$4,000. Per the adopted policy, eleven (11) speed humps will be installed to calm traffic and reduce overall vehicle speeds.
Financial Impact:	Adequate funds are available, and expenditures of this amount will leave enough funding for other traffic calming projects throughout the remainder of this fiscal year.
Alternatives:	Do not approve installation of speed humps along Goshen Road.
Recommendation:	Approve the installation of eleven (11) speed humps along Goshen Road between Old Waynesboro Road and Goshen Lake Drive South at a cost of approximately \$50,000.

**Funds are available in (\$50,000) 101041710-5319160 Traffic Operations General Fund
the following accounts:**

REVIEWED AND JU/HM/SR
APPROVED BY:





ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph D, Director
John Ussery, PE, Assistant Director of Traffic

PETITION REQUESTING THE INSTALLATION OF SPEED HUMPS

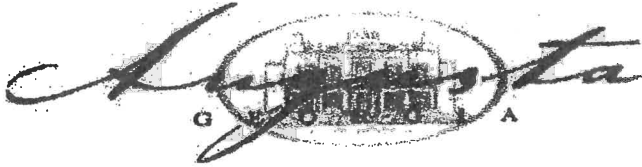
We the undersigned residents of _____ Street _____ from _____

_____ to _____ do hereby
Street Street

request Augusta, GA to install speed humps along our street. We understand that if in the future we desire to remove the speed humps, the humps will only be considered for removal after receipt of a petition of 90% or more of the property owners within the special assessment district asking for the removal. (Augusta, GA may remove any or all of the humps at any time for safety reasons).

	<u>Name</u>	<u>Address</u>	<u>Phone Number</u>
Neighborhood Representative:			

<u>Name</u>	<u>Address</u>	<u>Date</u>	<u>Daytime Phone#</u>
DocuSigned by: <u>Matt Ritten</u> A59C1B44E2F24C7	1568 Goshen Rd. 30901	2/23/2023	706-267-0107



ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph D, Director
John Ussery, PE, Assistant Director of Traffic

PETITION REQUESTING THE INSTALLATION OF SPEED HUMPS

We the undersigned residents of _____ from
Street

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Neighborhood _____
Representative: _____
Name Address Phone Number

Name	Address	Date	Daytime Phone#
Ahmad Ebrahimi	4377 Deerwood Lane #B, Elmore, GA	9/20/2022	706-231-5521
Joyce Weigle	1678 G1 Goshen Rd.	9/20/2022	706-733-1374
Joyce Weigle	1598 B Goshen Rd.	9/20/2022	
Joyce Weigle	490 Meadowmade Ln. Lawrenceville, GA		706-524-1177
	1596 A Goshen Rd.		
	1596 C Goshen Rd.		
	1594 C Goshen Rd.		
	1598 B Goshen Rd.		
	1665 Goshen Rd.		



ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph D, Director
John Ussery, PE, Assistant Director of Traffic

PETITION REQUESTING THE INSTALLATION OF SPEED HUMPS

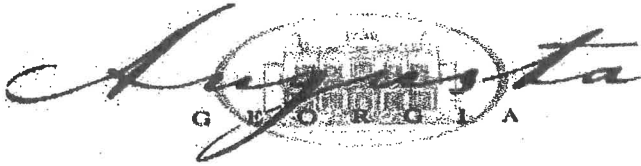
We the undersigned residents of Goshea Rd from
Street

Goshen Rd to _____ do hereby
Street Street

request Augusta, GA to install speed humps along our street. We understand that if in the future we desire to remove the speed humps, the humps will only be considered for removal after receipt of a petition of 90% or more of the property owners within the special assessment district asking for the removal. (Augusta, GA may remove any or all of the humps at any time for safety reasons).

<u>Name</u>	<u>Address</u>	<u>Phone Number</u>
Neighborhood Representative: _____		

<u>Name</u>	<u>Address</u>	<u>Date</u>	<u>Daytime Phone#</u>
Julie Felton	1676 D-1 Goshea Rd		706-833-9843
Julie Felton	1666 G-3 Goshea Rd		706-833-9843



ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph D, Director
John Ussery, PE, Assistant Director of Traffic

PETITION REQUESTING THE INSTALLATION OF SPEED HUMPS

We the undersigned residents of Goshen Rd from
Street
Goshen Rd to do hereby
Street

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<u>Name</u>	<u>Address</u>	<u>Phone Number</u>
Neighborhood Representative: _____		

<u>Name</u>	<u>Address</u>	<u>Date</u>	<u>Daytime Phone#</u>
Jacob Stank	— 1541 Goshen Rd	2/22/2023	762-215-4808
_____	_____	_____	_____
_____	_____	_____	_____

Sara Rheame	— 1572 Goshen Rd	2/22/2023	706-564-5918
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph D, Director
John Ussery, PE, Assistant Director of Traffic

PETITION REQUESTING THE INSTALLATION OF SPEED HUMPS

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Street

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Street Street

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Neighborhood
Representative: _____

<u>Name</u>	<u>Address</u>	<u>Phone Number</u>
-------------	----------------	---------------------

<u>Name</u>	<u>Address</u>	<u>Date</u>	<u>Daytime Phone#</u>
Bryan Sanders	1747 Goshen RD	7-21-22	706-871-2892
Christopher Coley	1746 Goshen Rd	7-21-22	706-267-7272
JAMES GILLMAN	1744 GOSHEN RD	7-21-22	706-526-1361
Raymond Robertson	1738 Goshen Rd.	7-21-22	912-507-8620
Tiffany Cox	1726 Goshen Rd	7-21-22	336-791-3943
JOHN HOWELL	1721 GOSHEN RD	7-2-22	706-885-4219
KARL Keene	1729 Goshen Rd	7-21-22	706-793-6508
Christine Conley	1731 Goshen Rd.	7-21-22	706-836-6052
Amy Herndon	1733 goshen rd	7/21/22	706-726-9404



ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph D, Director
John Ussery, PE, Assistant Director of Traffic

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	<u>Name</u>	<u>Address</u>	<u>Phone Number</u>
Neighborhood Representative:	Trista Mallis	1667 Goshen Rd	706-830-2338

<u>Name</u>	<u>Address</u>	<u>Date</u>	<u>Daytime Phone#</u>
Richard Thompson	1509 Goshen Rd	7-25-22	706-799-3508
TAMMY DOLLAHAN	1517 Goshen Rd	7-25-22	706-834-2697
Daniel Owens	1562 " "	7-25-22	706-860-8002
" "	1564 " "		SAME
[Signature]	1566 Goshen Rd	7-25-22	706-798-6757
Ashly Byrne	1556 Goshen Rd	7/29/22	706-993-0262
[Signature]	1529 Goshen Rd	8/01/22	706-373-0106



ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph D, Director
John Ussery, PE, Assistant Director of Traffic

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Neighborhood Representative:	Name	Address	Phone Number
	Trisha Mallis	1667 Goshen Road	706-830-2338
	<i>[Signature]</i>	1745 Goshen Rd	706-288-7872
	James M. Thomas	1722 Goshen Rd.	706 832-6582
	David Z. Brant	4006 Birningtree Ln.	706-373-0052
	Julia Whitaker for David L'Heureux	1529 Goshen Rd	706-294-5029
	Patricia Mallis	1667 Goshen Rd	706-830-2338
	Julie Glinzman	1741 Goshen Rd	706-631-947
	BFA LLC	P.O. Box 6795 Aug.	1528-13 1590 B 1592 A + B
	W.E. West Jr.	706-830-2271	81-22



ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph D, Director
John Ussery, PE, Assistant Director of Traffic

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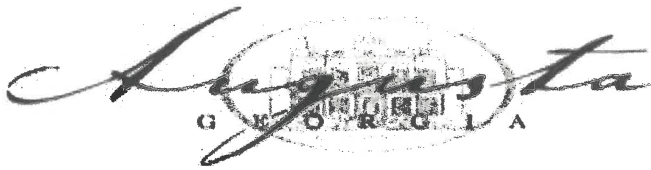
	<u>Name</u>	<u>Address</u>	<u>Phone Number</u>
Neighborhood			
Representative:	_____		

<u>Name</u>	<u>Address</u>	<u>Date</u>	<u>Daytime Phone#</u>
Erie Delt	1705 Goshen Rd 30906	7-19-22	706-814-1477
Barney Ross Bell	1703 Goshen Rd	7-19-22	706-798-7295
Mike Anderson	1724 Goshen Rd	8/4/22	706-830-6842
Russell Henderson	1707 Goshen Rd	8-9-22	706-281-9561
Jamie P. Dye	1711 Goshen Rd	8-9-22	706-793-1935
Pandora Reed	1716 Goshen Rd	8-9-22	706-798-4670
Austin Bostick	1717 Goshen Rd	8-9-22	912-237-3209
Ignat La Favor	1714 Goshen Rd	8-9-22	(706) 772-7333
Parsons Mathew	1712 Goshen Rd	08/09/22	(706) 294-6401

Augusta Engineering Department
452 Walker Street, Suite 110
Augusta, GA 30901
Office: (706) 796-5040, Fax: (706) 796-5045

The undersigned owners of real property hereby request the Commission to approve the installation of street lighting on the street adjacent to their property. A majority of the affected property owners must sign to move to the next step in the process.

[illegible]



ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph D, Director
John Ussery, PE, Assistant Director of Traffic

PETITION REQUESTING THE INSTALLATION OF SPEED HUMPS

We the undersigned residents of _____ from
_____ Street

_____ to _____ do hereby
_____ Street _____ Street

request Augusta, GA to install speed humps along our street. We understand that if in the future we desire to remove the speed humps, the humps will only be considered for removal after receipt of a petition of 90% or more of the property owners within the special assessment district asking for the removal. (Augusta, GA may remove any or all of the humps at any time for safety reasons).

Neighborhood	<u>Name</u>	<u>Address</u>	<u>Phone Number</u>
Representative:			

<u>Name</u>	<u>Address</u>	<u>Date</u>	<u>Daytime Phone#</u>
Ahmad Ebrahimi	4377 Deerwood Lane #B, Elmore, GA	9/28/2022	706-231-5529

			
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Joyce Weigle	1678 E1 Goshen Rd.	9/28/22	706-733-1374
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Joyce Weigle		9/28/2022	
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Joyce Weigle	490 Meadowmeade Ln. Lawrenceville, GA		706-524-1171
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	1596 A Goshen Rd.		
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	1596 C Goshen Rd.		
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	1594 C Goshen Rd.		
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	1598 B Goshen Rd.		
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	1665 Goshen Rd.		
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ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph D, Director
John Ussery, PE, Assistant Director of Traffic

PETITION REQUESTING THE INSTALLATION OF SPEED HUMPS

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Street

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Street Street

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	<u>Name</u>	<u>Address</u>	<u>Phone Number</u>
Neighborhood Representative:	_____		

<u>Name</u>	<u>Address</u>	<u>Date</u>	<u>Daytime Phone#</u>
Brenda Swain	1664 B Goshen Rd	9/28/22	256 493-4580
In Kim	1651 Goshen Rd		706-306-1995
	1663 ⁺ Goshen Rd		
Kathy West	1678 C3 Goshen Rd		706-513-8199



SPEED HUMP PETITION FORM

Augusta Engineering Department
452 Walker Street, Suite 110
Augusta, GA 30901
Office: (706) 796-5040, Fax: (706) 796-5045

AUGUSTA, GEORGIA TO THE COMMISSION

The undersigned owners of real property hereby request the Commission to approve the installation of street lighting on the street adjacent to their property. A majority of the affected property owners must sign to move to the next step in the process.

Please print legibly

Printed Name	Address of Property	Date	Signature
Raymond L Robertson	1438 Goshen	8/14/22	Raymond L Robertson



SPEED HUMP PETITION FORM

Augusta Engineering Department
452 Walker Street, Suite 110
Augusta, GA 30901
Office: (706) 796-5040, Fax: (706) 796-5045

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Please print legibly

Printed Name	Address of Property	Date	Signature
Brenda Blitchington	1521 Gashe Rd	8-24-22	Brenda S. Blitchington



SPEED HUMP PETITION FORM

Augusta Engineering Department
452 Walker Street, Suite 110
Augusta, GA 30901
Office: (706) 796-5040, Fax: (706) 796-5045

AUGUSTA, GEORGIA TO THE COMMISSION

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Please print legibly

Printed Name	Address of Property	Date	Signature
Sandra Barton	1580 A Goshen Rd	8/18/22	<i>Sandra Barton</i>



SPEED HUMP PETITION FORM

Augusta Engineering Department
452 Walker Street, Suite 110
Augusta, GA 30901
Office: (706) 796-5040, Fax: (706) 796-5045

AUGUSTA, GEORGIA TO THE COMMISSION

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Please print legibly

Printed Name	Address of Property	Date	Signature
CAROLYN ROGERS	1584-B GOSFLEN	8/11/22	Carolyn Rogers



SPEED HUMP PETITION FORM

Augusta Engineering Department
452 Walker Street, Suite 110
Augusta, GA 30901
Office: (706) 796-5040, Fax: (706) 796-5045

AUGUSTA, GEORGIA TO THE COMMISSION

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Please print legibly

Printed Name	Address of Property	Date	Signature
Rachel Sun	1590 Goshen Rd. Apt B	8/17/22	Rachel Sun

Augusta Engineering Department
452 Walker Street, Suite 110
Augusta, GA 30901
Office: (706) 796-5040, Fax: (706) 796-5045

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[illegible]



SPEED HUMP PETITION FORM

Augusta Engineering Department
452 Walker Street, Suite 110
Augusta, GA 30901
Office: (706) 796-5040, Fax: (706) 796-5045

**AUGUSTA, GEORGIA
TO THE COMMISSION**

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Please print legibly

[illegible]

Augusta Engineering Department
452 Walker Street, Suite 110
Augusta, GA 30901
Office: (706) 796-5040, Fax: (706) 796-5045

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[illegible]

Augusta Engineering Department
452 Walker Street, Suite 110
Augusta, GA 30901
Office: (706) 796-5040, Fax: (706) 796-5045

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Please print legibly

[illegible]



SPEED HUMP PETITION FORM

Augusta Engineering Department
452 Walker Street, Suite 110
Augusta, GA 30901
Office: (706) 796-5040, Fax: (706) 796-5045

AUGUSTA, GEORGIA TO THE COMMISSION

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Please print legibly

Printed Name	Address of Property	Date	Signature
MAGDALENE YEACUMIDIS	1709 GOSHEN Road	09/13/2022	<i>Magdalene Yeacumidis</i>



SPEED HUMP PETITION FORM

Augusta Engineering Department
452 Walker Street, Suite 110
Augusta, GA 30901
Office: (706) 796-5040, Fax: (706) 796-5045

AUGUSTA, GEORGIA TO THE COMMISSION

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Please print legibly

Printed Name	Address of Property	Date	Signature
JANICE DYE	1711 Goshen Rd	8-24-22	JANICE DYE



SPEED HUMP PETITION FORM

Augusta Engineering Department
452 Walker Street, Suite 110
Augusta, GA 30901
Office: (706) 796-5040, Fax: (706) 796-5045

AUGUSTA, GEORGIA TO THE COMMISSION

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Please print legibly

Printed Name	Address of Property	Date	Signature
Charley Ann Stewart	1719 Goshen Rd.	8/14/2022	<i>Charley Ann Stewart</i>

Augusta Engineering Department
452 Walker Street, Suite 110
Augusta, GA 30901
Office: (706) 796-5040, Fax: (706) 796-5045

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[illegible]

Augusta Engineering Department
452 Walker Street, Suite 110
Augusta, GA 30901
Office: (706) 796-5040, Fax: (706) 796-5045

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[illegible]



SPEED HUMP PETITION FORM

Augusta Engineering Department
452 Walker Street, Suite 110
Augusta, GA 30901
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Please print legibly

Printed Name	Address of Property	Date	Signature
JULIE GAINSMAN	174-1 Goswen Road	8/26/22	Julie Gainsman

Augusta Engineering Department
452 Walker Street, Suite 110
Augusta, GA 30901
Office: (706) 796-5040, Fax: (706) 796-5045

The undersigned owners of real property hereby request the Commission to approve the installation of ~~street lighting~~ on the street adjacent to their property. A majority of the affected property owners must sign to move to the next step in the process.

[illegible]



SPEED HUMP PETITION FORM

Augusta Engineering Department
452 Walker Street, Suite 110
Augusta, GA 30901
Office: (706) 796-5040, Fax: (706) 796-5045

AUGUSTA, GEORGIA TO THE COMMISSION

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Please print legibly

Printed Name	Address of Property	Date	Signature
David G Byrd	4006 Burning Tree Lane	8-18-22	David G Byrd

Augusta Engineering Department
452 Walker Street, Suite 110
Augusta, GA 30901
Office: (706) 796-5040, Fax: (706) 796-5045

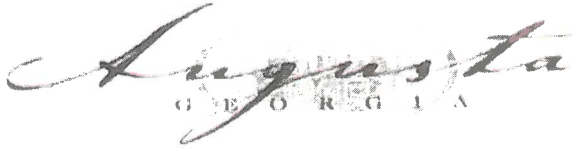
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[illegible]

Augusta Engineering Department
452 Walker Street, Suite 110
Augusta, GA 30901
Office: (706) 796-5040, Fax: (706) 796-5045

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[illegible]



ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph D, Director
John Ussery, PE, Assistant Director of Traffic

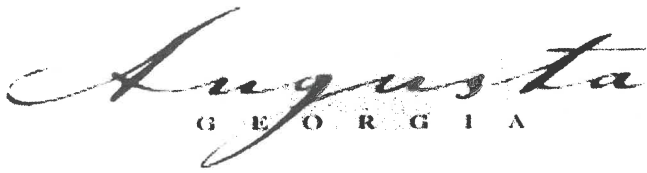
PETITION REQUESTING THE INSTALLATION OF SPEED HUMPS

We the undersigned residents of Goshen Rd from
Street
Goshen Rd to _____ do hereby
Street

request Augusta, GA to install speed humps along our street. We understand that if in the future we desire to remove the speed humps, the humps will only be considered for removal after receipt of a petition of 90% or more of the property owners within the special assessment district asking for the removal. (Augusta, GA may remove any or all of the humps at any time for safety reasons).

	<u>Name</u>	<u>Address</u>	<u>Phone Number</u>
Neighborhood Representative:	_____		

<u>Name</u>	<u>Address</u>	<u>Date</u>	<u>Daytime Phone#</u>
Coby Moore	1735 Goshen Rd	Nov 3	706 871 6541
Margaret Harris	1727 Goshen Rd	Nov 3	706 951-3693
Edwina Abernethy	1728 Goshen Rd	Nov 3	786-355 1241



ENGINEERING DEPARTMENT

Item 25.

Hameed Malik, PE, Ph D, Director
John Ussery, PE, Assistant Director of Traffic

PETITION REQUESTING THE INSTALLATION OF SPEED HUMPS

We the undersigned residents of _____ from
_____ Street

_____ to _____ do hereby
_____ Street _____ Street

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Neighborhood Representative:	<u>Name</u>	<u>Address</u>	<u>Phone Number</u>
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<u>Name</u>	<u>Address</u>	<u>Date</u>	<u>Daytime Phone#</u>
-------------	----------------	-------------	---------------------------

Pat Meritt	1699 Gashen Rd	10-28-22	803-728-5521
Sinde Raban	1702 Gashen Rd	10-31-22	706-798-4366
Bill + Judy Ward	1695 Gashen Rd	11-3-22	706-830-6501



ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph D, Director
John Ussery, PE, Assistant Director of Traffic

PETITION REQUESTING THE INSTALLATION OF SPEED HUMPS

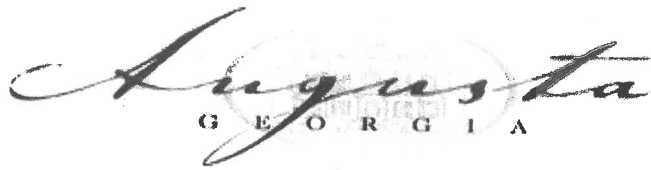
We the undersigned residents of BI 1672 Goshen Rd from
Street

_____ to _____ do hereby
Street Street

request Augusta, GA to install speed humps along our street. We understand that if in the future we desire to remove the speed humps, the humps will only be considered for removal after receipt of a petition of 90% or more of the property owners within the special assessment district asking for the removal. (Augusta, GA may remove any or all of the humps at any time for safety reasons).

	<u>Name</u>	<u>Address</u>	<u>Phone Number</u>
Neighborhood Representative:	_____		

<u>Name</u>	<u>Address</u>	<u>Date</u>	<u>Daytime Phone#</u>
<u>Math A. Oller</u>	<u>BI 1672 Goshen Rd.</u>	<u>9/29/2022</u>	<u>706-836 0702</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph D, Director
John Ussery, PE, Assistant Director of Traffic

PETITION REQUESTING THE INSTALLATION OF SPEED HUMPS

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Street Street

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Neighborhood Name Address Phone
Representative: Number

<u>Name</u>	<u>Address</u>	<u>Date</u>	<u>Daytime</u> <u>Phone#</u>
Brenda Swain	1664 B Goshen Rd	9/28/22	256 493-4580
In Kim	1651 Goshen Rd		706-306-1995
	1663 + Goshen Rd		

Hameed Malik, PE, Ph D, Director
John Ussery, PE, Assistant Director of Traffic

We the undersigned residents of _____ from
Street

_____ to _____ do hereby
Street Street

Neighborhood Name Address Phone Number
Representative: _____

Representative:			Daytime
Name	Address	Date	Phone#
		134	

<u>Name</u>	<u>Address</u>	<u>Date</u>	<u>Daytime Phone#</u>
James Atkins	1672 Goshen Rd	10-10-22	706-832-3862

Hameed Malik, PE, Ph D, Director
John Ussery, PE, Assistant Director of Traffic

We the undersigned residents of

Goshen Landsdowne Villas Phase I

_____ to _____ do hereby

	<u>Name</u>	<u>Address</u>	<u>Phone Number</u>
Neighborhood Representative:			

<u>Name</u>	<u>Address</u>	<u>Date</u>	<u>Daytime Phone#</u>
Lolita Stinson	1594 Goshen Rd Apt A	10.2.22	(706) 7555308
Faye Taylor	1594 Goshen Rd Apt D	10.3.22	(706) 7921516
—	1598C Goshen Rd	Empty	For Sale



ENGINEERING DEPARTMENT

Item 25.

Hameed Malik, PE, Ph D, Director
John Ussery, PE, Assistant Director of Traffic

PETITION REQUESTING THE INSTALLATION OF SPEED HUMPS

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Street

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Street Street

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<u>Name</u>	<u>Address</u>	<u>Phone Number</u>
Neighborhood Representative:		

<u>Name</u>	<u>Address</u>	<u>Date</u>	<u>Daytime Phone#</u>
CRYSTAL FERNANDEZ	1557 GOSHEN RD	1600722	506-8280 (626)
Monica Franklin	1650 Goshen Rd		
Garry Yeager	1647 Goshen Rd		
Harold R. H. Ford	1649 Goshen Rd		706 825 2317
Sabrina Gayles	1654 Goshen Rd		725 210 5930
Ashanti Cooper for Sherront Cooper	1030 Goshen Rd		

Hameed Malik, PE, Ph D, Director
John Ussery, PE, Assistant Director of Traffic

PETITION REQUESTING THE INSTALLATION OF SPEED HUMPS

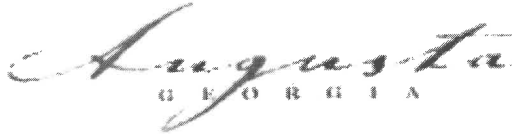
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	<u>Name</u>	<u>Address</u>	<u>Phone Number</u>
Neighborhood Representative:			

<u>Name</u>	<u>Address</u>	<u>Date</u>	<u>Daytime Phone#</u>
Mrs. Tammy Baker Tammy M. Baker	1570 Goshen Rd. Augusta, GA	17 Oct. 2022	# 706 305-8015



ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph D, Director
John Ussery, PE, Assistant Director of Traffic

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Street Street
do hereby

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Neighborhood Representative:	Name	Address	Phone Number
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Name	Address	Date	Daytime Phone#
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Betty J. Lewis	1578A Goshen Rd Augusta, GA	10/28/2022	334-494-5977
Home Address	2825 Jessie O. Lewis Dr		
	Bopkoff FC 32425		
Betty J. Lewis			



Commission Meeting

May 16, 2023

Acquisition of right of way to Richmond County, Georgia from BC Management Development, LLC
(1923 Barton Chapel Road)

Department:	ENGINEERING SERVICES
Presenter:	LAW DEPT.
Caption:	Motion to authorize condemnation to acquire title of a portion of property for right of way (Parcel 068-0-003-00-0). (Approved by Engineering Services Committee May 9, 2023)
Background:	The City has been unable to reach an agreement with the property owner and therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 7,370 square feet of right of way. The appraised value is \$9,213.00.
Analysis:	Condemnation is necessary in order to acquire the required property.
Financial Impact:	The necessary costs will be covered under the project budget
Alternatives:	Deny condemnation
Recommendation:	Approve condemnation
Funds are available in the following accounts:	G/L: 340-041110-52.12120 J/L: TP1807001- 52.12120
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

May 16, 2023

Acquisition of right-of-way and temporary easement to Richmond County, Georgia from JWK Jr. Holdings, LLC – 2444 Lumpkin Road

Department:	Engineering
Presenter:	Wayne Brown, General Counsel
Caption:	Motion to authorize condemnation to acquire title of a portion of property for right-of-way (Parcel 097-3-262-00-0) 2444 Lumpkin Road. (Approved by Engineering Services Committee May 9, 2023)
Background:	The City has been unable to reach an agreement with the property owner and therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 434.73 square feet of right-of-way and 833.69 square feet of temporary easement. The appraised value is \$800.00.
Analysis:	Condemnation is necessary in order to acquire the required property.
Financial Impact:	The necessary costs will be covered under the project budget.
Alternatives:	Deny condemnation.
Recommendation:	Approve condemnation.
Funds are available in the following accounts:	G/L 235-041110-54.11120 J/L T20049310-54.11120
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

May 16, 2023

Acquisition of right-of-way and temporary easement and driveway easement to
Richmond County, Georgia from Amy D. Keller-2442 Lumpkin Road

Department:	Engineering
Presenter:	Wayne Brown, General Counsel
Caption:	Motion to authorize condemnation to acquire title of a portion of property for right-of-way (Parcel 097-3-263-00-0) 2442 Lumpkin Road
Background:	The City has been unable to reach an agreement with the property owner and therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 276.88 square feet of right-of-way, 401.04 square feet of temporary easement, and 450.01 square feet of driveway easement. The appraised value is \$1,000.00.
Analysis:	Condemnation is necessary in order to acquire the required property.
Financial Impact:	The necessary costs will be covered under the project budget.
Alternatives:	Deny condemnation.
Recommendation:	Approve condemnation.
Funds are available in the following accounts:	G/L 235-041110-54.11120 J/L T20049310-54.11120
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

May 16, 2023

Acquisition of right-of-way and temporary easement to Richmond County, Georgia from JWK Jr. Holdings, LLC – 2448 Lumpkin Road

Department:	Engineering
Presenter:	Wayne Brown, General Counsel
Caption:	Motion to authorize condemnation to acquire title of a portion of property for right of way (Parcel 097-3-254-00-0) 2448 Lumpkin Road. (Approved by Engineering Services Committee May 9, 2023)
Background:	The City has been unable to reach an agreement with the property owner and therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 955.86 square feet of right of way. The appraised value is \$1,700.00.
Analysis:	Condemnation is necessary in order to acquire the required property.
Financial Impact:	The necessary costs will be covered under the project budget.
Alternatives:	Deny condemnation.
Recommendation:	Approve condemnation.
Funds are available in the following accounts:	G/L 235-041110-54.11120 J/L T20049310-54.11120
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

May 16, 2023

AEDA IGA Rail Spur Termination

Department:	Administrator's Office
Presenter:	Cal Wray
Caption:	Motion to approve a resolution authorizing the termination of an Intergovernmental Agreement between Augusta Economic Development Authority and Augusta-Richmond County, as well as consenting and agreeing to AEDA submitting an application for funding under TIA Band I, not to exceed \$13 million, directly to DOT and entering into an Intergovernmental Agreement (IGA) agreement directly between AEDA and DOT. (Approved by Engineering Services Committee May 9, 2023)
Background:	<p>On October 24, 2022, the Commission adopted an "Agreement for Design, Construction and Financing of Rail Spur" and Application (the "Application") by Augusta, Georgia ("Augusta") to the Georgia Department of Transportation ("DOT") referred to in the Agreement. The Agreement has been executed and is an intergovernmental contract between Augusta and the Development Authority of Augusta, Georgia ("AEDA") for the use of funding under the Georgia Transportation Investment Act of 2010, O.C.G.A. § 48-8-240, et seq., as amended for a project consisting of the construction of a 1.3-mile rail spur connecting the Augusta Corporate Park to the Norfolk Southern rail line. The Agreement contemplated that the Application would be prepared by AEDA for execution by Augusta, and would be Augusta's application to DOT for the funding. Since then, Augusta's Engineering Department (AED) has recommended that, instead, AEDA submit the Application directly to DOT and that the resulting contract be between AEDA and DOT.</p> <p>The Mayor, Clerk of Commission, Finance Director, General Counsel, and all other proper officers and agents of Augusta, Georgia are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents requested by AEDA as may be necessary to carry out and comply with the provisions and intent of this resolution.</p>
Analysis:	AED and AEDA request that the Agreement be terminated and that Augusta consent and agree to AEDA moving forward with design, construction, and financing of the project, including, without limitation, submitting an application for funding under TIA Band I not to exceed \$13 million directly to DOT and entering into an Intergovernmental Agreement directly between AEDA and DOT.

Financial Impact:	TIA Band I not to exceed \$13 million.
Alternatives:	Do not approve a resolution authorizing the termination of an Intergovernmental Agreement between Augusta Economic Development Authority and Augusta-Richmond County, as well as consenting and agreeing to AEDA submitting an application for funding under TIA Band I not to exceed \$13 million directly to DOT and entering into an Intergovernmental Agreement (IGA) agreement directly between AEDA and DOT.
Recommendation:	Approve a resolution authorizing the termination of an Intergovernmental Agreement between Augusta Economic Development Authority and Augusta-Richmond County, as well as consenting and agreeing to AEDA submitting an application for funding under TIA Band I, not to exceed \$13 million, directly to DOT and entering into an Intergovernmental Agreement (IGA) agreement directly between AEDA and DOT.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

May 16, 2023

Acquisition of right-of-way and temporary easement to Richmond County, Georgia from Jefferson Warlick Keller, Jr., Trustee of the Revocable Trust Under Agreement with Jefferson Warlick Keller, Jr. dated October 6, 2020 – 2440 Lumpkin Road

Department:	Engineering
Presenter:	Wayne Brown, General Counsel
Caption:	Motion to authorize condemnation to acquire title of a portion of property for right of way (Parcel 097-3-264-00-0) 2440 Lumpkin Road. (Approved by Engineering Services Committee May 9, 2023)
Background:	The City has been unable to reach an agreement with the property owner and therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 86.25 square feet of right-of-way. The appraised value is \$100.00.
Analysis:	Condemnation is necessary in order to acquire the required property.
Financial Impact:	The necessary costs will be covered under the project budget.
Alternatives:	Deny condemnation.
Recommendation:	Approve condemnation.
Funds are available in the following accounts:	G/L 235-041110-54.11120 J/L T20049310-54.11120
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

May 16, 2023

Rev. Melvin Ivey

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve exempting the fee for Solid Waste Collection Fee property at 1953 Ellis Street. (Approved by Finance Committee May 9, 2023)
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

AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month – 2:00 p.m.

Committee meetings: Second and last Tuesdays of each month – 1:00 p.m.

Commission/Committee: (Please check one and insert meeting date)

<p>_____ Commission</p> <p>_____ Public Safety Committee</p> <p>_____ Public Services Committee</p> <p>_____ Administrative Services Committee</p> <p>_____ Engineering Services Committee</p> <p><u> X </u> Finance Committee</p>	<p>Date of Meeting _____</p> <p>Date of Meeting _____</p> <p>Date of Meeting _____</p> <p>Date of Meeting _____</p> <p>Date of Meeting _____</p> <p>Date of Meeting <u>April 11, 2023</u> <u>May 9, 2023</u></p>
--	--

Contact Information for Individual/Presenter Making the Request:

Name: Rev. Melvin Ivey

Address: 1948 Ellis St., Augusta Ga 30904

Telephone Number: 706-495-8876

Fax Number: _____

E-Mail Address: ivey55@comcast.net

Caption/Topic of Discussion to be placed on the Agenda:

Taxes for property at 1953 Ellis St. (solid waste
collection) fee:

Please send this request form to the following address:

Ms. Lena J. Bonner
Clerk of Commission
Suite 220 Municipal Building
535 Telfair Street
Augusta, GA 30901

Telephone Number: 706-821-1820
Fax Number: 706-821-1838
E-Mail Address: nmorawski@augustaga.gov

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 9:00 a.m. on the Thursday preceding the Commission and Committee meetings of the following week. A five-minute time limit will be allowed for presentations.

022022563056110000012339500000012339503



Commission Meeting

May 16, 2023

Georgia Soul Organization

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve allowing the Administrator to bring back recommendations for funding sources for the request made by Ms. Ernesia Wright of the Georgia Soul Organization in the amount of \$250,000. (Approved by Finance Committee May 9, 2023)
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

AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month – 2:00 p.m.

Committee meetings: Second and last Tuesdays of each month – 1:00 p.m.

Commission/Committee: (Please check one and insert meeting date)

<input type="checkbox"/> Commission	Date of Meeting _____
<input type="checkbox"/> Public Safety Committee	Date of Meeting _____
<input type="checkbox"/> Public Services Committee	Date of Meeting _____
<input type="checkbox"/> Administrative Services Committee	Date of Meeting _____
<input type="checkbox"/> Engineering Services Committee	Date of Meeting _____
<input checked="" type="checkbox"/> Finance Committee	Date of Meeting <u>5/9/2023</u>

Contact Information for Individual/Presenter Making the Request:

Name: Ernesia Wright
 Address: 3643 Walton Way Ext Suite 7B
 Telephone Number: (706) 910-2148
 Fax Number: _____
 E-Mail Address: nesia.wright@georgiasoulbasketball.com

Caption/Topic of Discussion to be placed on the Agenda:

The Georgia Soul Organization would like to discuss partnership opportunities and financial support options from the City of Augusta

Please send this request form to the following address:

Ms. Lena J. Bonner
Clerk of Commission
Suite 220 Municipal Building
535 Telfair Street
Augusta, GA 30901

Telephone Number: 706-821-1820
Fax Number: 706-821-1838
E-Mail Address: nmorawski@augustaga.gov

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 9:00 a.m. on the Thursday preceding the Commission and Committee meetings of the following week. A five-minute time limit will be allowed for presentations.

Nancy Morawski

From: Ernesia Wright <nesia.wright@georgiasoulbasketball.com>
Sent: Thursday, May 4, 2023 8:05 AM
To: Nancy Morawski
Subject: [EXTERNAL] Georgia Soul Agenda Item Submission
Attachments: Ga Soul Agenda Meeting.pdf

Good morning,

Please see the attached submission for to add the Georgia Soul to the May 9th commission meeting. Thank you!

[**NOTICE:** This message originated outside of the City of Augusta's mail system -- **DO NOT CLICK** on links, open **attachments** or respond to **requests for information** unless you are sure the content is safe.]



Commission Meeting

May 16, 2023

Payments from the Augusta Library

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the development of a plan regarding the reduction of the deficit of \$1.3 million dollars of the Augusta Library with the division of this amount in half with \$650,000 each to the Library and Augusta and a further division into two cash payments on the Library side of \$325,000 each with one received by Augusta in FY2023 and one in FY 2024. On Augusta's side the \$650,000 will be divided in half with \$325,000 added as an increased funding level to the Library's FY2024 budget and the second payment of \$325,000 will be added as an increased funding level to the Library's FY2025 budget with the total plan to be subject to a review by the Law Department. (Approved by Finance Committee May 9, 2023)
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

May 16, 2023

SPLOST 8 Bond Project Listing

Department:	Administrator's Office								
Presenter:	Takiyah A. Douse, Interim Administrator								
Caption:	Motion to approve recommended SPLOST 8 projects to receive bond funding. (Approved by Finance Committee May 16, 2023)								
Background:	The SPLOST 8 referendum approved in March 2021 authorized the issuance of up to \$30 million in bond financing. In order to be considered, a project should be "shovel ready" or within 6 months of that condition, having renderings, design plans, location, etc.								
Analysis:	<p>After reviewing the approved SPLOST 8 project list, the following projects are being recommended to be funded by bond proceeds:</p> <table> <tr> <td>RCCI Facility</td><td>\$ 11 million</td></tr> <tr> <td>Dyess Park</td><td>\$ 6 million</td></tr> <tr> <td>Fleming Park</td><td>\$ 5 million</td></tr> <tr> <td>Newman Tennis Center</td><td>\$ 4 million</td></tr> </table> <p>Total to be bonded \$ 26 million</p> <p>The bonds are currently scheduled to be sold on June 6, 2023. On that day the commission will be presented with the terms (lowest bidder and interest rate) of the bond sale and will be requested to approve the sale. As part of the process to sell bonds, prior to the sale, a Preliminary Official Statement (POS) will be issued that will include the amount of bonds to be sold and the projects which will be funded.</p>	RCCI Facility	\$ 11 million	Dyess Park	\$ 6 million	Fleming Park	\$ 5 million	Newman Tennis Center	\$ 4 million
RCCI Facility	\$ 11 million								
Dyess Park	\$ 6 million								
Fleming Park	\$ 5 million								
Newman Tennis Center	\$ 4 million								
Financial Impact:	N/A								
Alternatives:	Approve alternate SPLOST 8 projects to receive bond funding.								
Recommendation:	Approve recommended SPLOST 8 projects to receive bond funding.								
Funds are available in the following accounts:	N/A								
<u>REVIEWED AND APPROVED BY:</u>	N/A								



Commission Meeting

May 16, 2023

John F. Ryan

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve a request from Mr. John F. Ryan regarding the adoption of the National Fire Protection Association's NFPA 3000 as the standard guideline for active shooter or hostile event situations in the City of Augusta. (Approved by Public Safety Committee May 9, 2023)
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

AGENDA ITEM REQUEST FORM

Item 36.

Commission meetings: First and third Tuesdays of each month – 2:00 p.m. Committee meetings: Second and last Tuesdays of each month – 1:00 p.m.

Commission/Committee: (Please check one and insert meeting date)

COMMITTEE NAME	DATE of MEETING
<input type="checkbox"/> Commission	
X Public Safety Committee	May 9, 2023 1PM
<input type="checkbox"/> Public Services Committee	
<input type="checkbox"/> Administrative Services Committee	
<input type="checkbox"/> Engineering Services Committee	
<input type="checkbox"/> Finance Committee	

Contact Information for Individual/Presenter Making the Request:

Name: John F. Ryan

Address: 2500 Walton Way

Telephone Number: 706-495-6958

Fax Number: N/A

E-Mail Address: johryan@augusta.edu

AGENDA ITEM REQUEST FORM

Caption/Topic of Discussion to be placed on the agenda:

#strongaugusta - Active Shooter/Hostile Events Response (ASHER) Program:

A community-based approach to preparedness, mitigation, response, and recovery from an ASHER incident, including public and private partnerships, emergency management, the medical community, emergency responders, and the public.

The Commission shall be requested to consider the adoption of the National Fire Protection Association's NFPA 3000 as the standard guideline for active shooter or hostile event situations in the City of Augusta.

Thank you for your time and consideration.

Please send this request form to the following address:

Ms. Lena J. Bonner Telephone Number: 706-821-1820 Clerk of Commission Fax Number: 706-821-1838 Suite 220 Municipal Building E-Mail Address: nmorawski@augustaga.gov 535 Telfair Street Augusta, GA 30901 Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 9:00 a.m. on the Thursday preceding the Commission and Committee meetings of the following week. A five-minute time limit will be allowed for presentations.



Commission Meeting

May 16, 2023

Replacement of equipment

Department:	Information Technology
Presenter:	Glenn Hall, Client Support Manager
Caption:	Motion to approve the replacement of obsolete computer equipment (laptops, computers, servers, printers, scanners, switches, routers, VOIP phones, virtual environment, backup solutions, analog gateways, other telecommunication devices, security appliances, uninterrupted power supplies, radios, and MDTs) as well as the purchase of any related required computer software upgrades, cloud storage, and server resources. (Approved by Public Safety Committee May 9, 2023)
Background:	<p>In an effort to provide the employees of Augusta Richmond County with current technology and to stay in line with the Information Technology Strategic Plan, the Information Technology Department (IT) schedules the replacement of end-of-life equipment that, due to age and capability, is not compatible with current standards and is unable to support current software requirements. Information Technology developed an IT Technology Replacement plan that replaces obsolete computer equipment every 5 to 8 years (the normal life expectancy for the equipment). The replacement of computer and communication equipment will consist of any devices that are not capable of meeting current software or business needs, along with the necessary software and virtual resources to support the equipment. Information Technology is also continuing with the standardization of current operating systems and Microsoft Office products throughout the organization. Therefore, required software and hardware upgrades may need to be purchased for computers and servers that are not scheduled to be replaced. Regardless of funding source, all technology equipment removed from production will be disposed of in accordance with the technology disposal policy previously approved by the Commission. Inoperable equipment will be taken to the electronic recycling drop point at the Augusta Richmond County Landfill. Qualified equipment that meets determined specifications will either be sold in the Employee Lottery or redistributed to appropriate locations for use in Community Outreach Programs (i.e. Recreation Department Community Centers). All other functional equipment will be taken to the Fleet Department for sale at auction. All data will be erased from any devices using a DOD-certified method.</p>

Analysis:	Currently, there are approximately 2000+ desktop computers, 500+ laptops and tablets, 400+ MDTs, and 1500+ radios deployed by the city. The life expectancy of a computer is 5-6 years. In some cases, these computers, servers, printers, laptops, radios, and MDTs are incapable of operating the software required by the current business environment. In addition, critical infrastructure components in the Information Technology Data Center are approaching end-of-life and are also scheduled for replacement. All items will be purchased according to current Procurement requirements, typically through discounted Statewide contracts (managed by Georgia Department of Administrative Services).
Financial Impact:	The approximate estimated total cost for items scheduled to be replaced, upgraded, or purchased in 2023 is \$655,000. Funds for these replacements are included in the 2023 Information Technology Operating and Capital Budgets as well as the MDT Replacements project in SPLOST 8.
Alternatives:	Leave existing devices and equipment in place. However, this will increase the cost of replacements in future budgets and will affect other technology-related implementations, projects, and normal business processes. Supporting and maintaining this out-of-date equipment could result in unpredictable outcomes, reduced efficiency for certain departments, and an increased risk of failure.
Recommendation:	Approve the replacement of obsolete computer equipment (laptops, computers, servers, printers, scanners, switches, routers, VOIP phones, virtual environment, backup solutions, analog gateways, other telecommunication devices, security appliances, uninterrupted power supplies, radios, and MDTs) as well as the purchase of any related required computer software upgrades, cloud storage, and server resources.
Funds are available in the following accounts:	272015410-5316220 (Desktops); 272015410-5316230 (Laptops); 272015410-5316260 (Printers); 272015410-5424210 (Servers); 272015410-5424910 (Other Computer Systems); 272015410- 5316250 (Peripherals); 272015410-5424220 (Software); 272015410-5316120 (Telephones); 272015410-5316280 (Telephone Equipment); 272015410-5421110 (Machinery); 101015410-5311915 (Operating- Maintenance, Small Equipment); 330012110-5316230 (Laptops); 330012110-5316240 (Software)
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

May 16, 2023

CACJ Grant

Department:	N/A
Presenter:	N/A
Caption:	Motion to accept sub-grant funds for original approved Grant. CACJ Grant was approved for FY23 and sub-grant award funds for \$15,492 were approved. (Approved by Public Safety Committee May 9, 2023)
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



Meeting Name

Meeting Date: May 9, 2023

Item Name

Department:	Richmond County State Court/Accountability Court
Presenter:	Crystal Page
Caption:	Motion to accept subgrant funds for original approved Grant
Background:	CACJ Grant was approved for FY23 and subgrant award funds for \$15,492 were approved.
Analysis:	None
Financial Impact:	None
Alternatives:	None
Recommendation:	Approved
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL
EMERGENCY SUBGRANT AWARD ACCOUNTABILITY COURT GRANT

SUBGRANTEE: Richmond County BOC SUPPLEMENTAL STATE FUNDS: \$15,492

IMPLEMENTING AGENCY: Richmond Augusta County DUI Court

PROJECT NAME: ACCOUNTABILITY COURT


SUBGRANT NUMBER: A23-8-018

GRANT PERIOD: 04/01/23-6/30/23

This award is made under the Accountability Courts State of Georgia Grant program. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council.

This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by April 1, 2023.

AGENCY APPROVAL



Jay Neal, Director
Criminal Justice Coordinating Council

Date Executed: 04/01/23

SUBGRANTEE APPROVAL



Signature of Authorized Official

Garnett L. Johnson
Mayor, Augusta-Richmond County
Typed Name & Title of Authorized Official

58-2204274-004
Employer Tax Identification Number (EIN)



Commission Meeting

May 16, 2023

Requesting approval for permit for automated license plate readers

Department:	Richmond County Sheriff's Office
Presenter:	N/A
Caption:	Motion to approve the application and permit for Automated License Plate Reader. (Approved by Public Safety Committee May 9, 2023)
Background:	The Richmond County Sheriff's Office received commission approval on November 1, 2022 for Flock Camera Security which is a license plate reader security system. A purchase order has been issued and preliminary steps are underway for installation. At this time, the Sheriff's Office is requesting the Commission's approval of the DOT required permit for the Automated License Plate Reader. Georgia Department of Transportation requires the Mayor's signature for this document.
Analysis:	N/A
Financial Impact:	None
Alternatives:	N/A
Recommendation:	Approve the application/permit and request signature from Mayor Garnett Johnson
Funds are available in the following accounts:	Not required for this action. No Financial Impact
<u>REVIEWED AND APPROVED BY:</u>	N/A

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
ATLANTA, GEORGIA**



(FOR DOT USE ONLY)

District No. 2 - Tennille
 Non-Limited _____
 State Highway No. Various
 Milepost No. Various
 County Richmond
 Permit No. ALPR - 245-000001-2

APPLICATION AND PERMIT FOR AUTOMATED LICENSE PLATE READER (ALPR)

**TO: GEORGIA DEPARTMENT OF TRANSPORTATION
ONE GEORGIA CENTER, 600 WEST PEACHTREE STREET, NW, ATLANTA, GEORGIA 30308**

Application is hereby made by Richmond County Sheriff's Office 706-821-1000
 Name of Applicant (Area Code) Phone
400 Walton Way Augusta, GA 30901
 Post Office Address City and State Zip Code

for permission to accomplish work on the Right-of-Way of STATE HIGHWAY NO. Various Location (See Attached Exhibit for Details)

U.S. See Attachment within the City Limits of N/A and in Richmond County,
 in accordance with the ATTACHED PLANS and subject to the Rules and Regulations for Driveway and Encroachment Control on file
 in the General Office of the Georgia Department of Transportation, and made a part hereof by reference thereto, and any SPECIAL
 REQUIREMENTS set forth herein. The description of the proposed work is to:

The proposed work site is located on the property on the See Attachment side of the highway beginning See Attachment Feet,
See Attachment of the center line, of See Attachment and Fronting See Attachment
N.S.E.W N.S.E.W Nearest Street or Road Total Frontage Used

Feet further See Attachment along said Highway; and at mile post Various Location (See Attached Exhibit "A" for Details)
N.S.E.W

Permit requested this See Attachment day of See Attachment, 20 See Attachment.
Latitude Longitude
 Permit requested this 17th day of April, 20 23.
 By [Signature] Signature
Richard Roundtree
 Print Name
 Title Sheriff
 Governing Agency or Official for Applicant

****Note: Permit Holder and/or local government are/is responsible for the operation and maintenance of the Automated License Plate Reader. ****

FORM TO BE COMPLETED BELOW THIS LINE BY GEORGIA DEPARTMENT OF TRANSPORTATION

SPECIAL REQUIREMENTS: (by GDOT only)

PERMIT GRANTED to perform the above-described work in accordance with REQUIREMENTS of the Georgia Department
 of Transportation; this _____ day of _____, 20 _____.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

By _____

Corbett S. Reynolds
 District Engineer

*This permit is to be strictly construed and no work other than that
 specifically described above is hereby authorized. The work authorized
 herein must begin within three months from the date of approval and must
 become completed on a schedule satisfactory to the department and not to
 exceed twelve months from the date the permit is approved.*

The attached documents require Mayor Garnett Johnsons signature.

2

DISTRICT NUMBER

<u>Augusta-Richmond County</u>	<u>Various</u>	<u>Richmond</u>	<u>Various</u>	<u>ALPR- 245-000001-2</u>
NAME OF APPLICANT	SR NUMBER	COUNTY	MILE POST	PERMIT NUMBER

To the extent provided by law, the undersigned agrees to indemnify and hold harmless the Georgia Department of Transportation, the State of Georgia, its agencies and instrumentalities, and all of their respective officers, members, employees and directors (collectively referred to as the "DOT") from and against any and all claims, demands, liabilities, losses, cost or expensed, including attorney's fees, and from the payment of any sum or sums of money to any persons whomsoever (including third persons or subcontractors, employees or agents of the undersigned or of DOT), for any loss due to personal injury, bodily injury, death, or property damage arising out of, attributable to, or resulting from this permit or in any way attributable to the activities authorized by this permit; or due to any violation of this permit by the permit holder, or due to the application or violation of any pertinent Federal, State, or local law, rule or regulation in connection with this permit or authorized by this permit. If and to the extent such damage or loss covered by this indemnification is paid by any State self-insured funds (the "Funds") established and maintained by the State of Georgia Department of Administrative Services Risk Management Division (DOAS), the undersigned agrees to reimburse the Funds for such monies paid out by the Funds. The undersigned acknowledges the permits can be granted in situations where limited sight distance exists, and that the DOT makes no warranty, express or implied, concerning sight distance or other engineering considerations involved in granting this permit. The undersigned further acknowledges that the DOT has relied upon the representations made by the undersigned in applying for this permit, including the undersigned's representations that all conditions of the permit shall be met and that the undersigned shall meet all DOT specifications, as well as all relevant Federal, State and local laws, rules or regulation in the activities authorized by this permit. This indemnification shall apply where the DOT may be partially responsible for the situation giving rise to the claim.

SIGNATURE OF APPLICANT

DATE

Rev: January 2022

RIGHT OF WAY MAINTENANCE AGREEMENT (LOCAL GOVERNMENT ONLY)

By and Between

THE

GEORGIA DEPARTMENT OF TRANSPORTATION

AND

RICHMOND COUNTY

**PROJECT ID # N/A PERMIT ID # ALPR 245-000001-2 STATE ROUTE: Various
MP Various to MP Various**

THIS AGREEMENT made and entered into this 17th day of April, 2022 ("Effective Date") by and between the **DEPARTMENT** of Transportation, an agency of the State of Georgia, hereinafter referred to as "**DEPARTMENT**", and **RICHMOND COUNTY** hereinafter referred to as "**LOCAL GOVERNMENT**".

WHEREAS, the **DEPARTMENT** desires to enter into a partnership to perform certain services relating to maintenance within **DEPARTMENT'S** right of way, hereinafter called the "**PROJECT**", and

WHEREAS, the **PROJECT** is associated with a permit approved and issued by the **DEPARTMENT**, permit identification number (PERMIT ID #) ALPR 245-000001-2, which is referenced above and in **Exhibit A, MAINTENANCE AGREEMENT (MA) WORK PLAN**, and is hereby incorporated into this Agreement as if fully restated herein; and

WHEREAS, the **LOCAL GOVERNMENT** has represented to the **DEPARTMENT** that it shall bear all costs and liability associated with the **PROJECT**; and

WHEREAS, the **LOCAL GOVERNMENT** has represented to the **DEPARTMENT** that it is qualified and experienced to provide such services and the **DEPARTMENT** has relied upon such representation.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants as herein contained, it is agreed by and between the parties hereto that:

ARTICLE I

SCOPE OF PROJECT

The **DEPARTMENT** authorizes the **LOCAL GOVERNMENT** to perform or cause to be performed, the **PROJECT** consisting of certain services related to maintaining an identified section(s) of the **DEPARTMENT'S** rights of way. This Agreement does not provide the **APPLICANT**, by implication or otherwise, any right, title or interest in or to the **DEPARTMENT'S** right-of-way in general nor to the **PROJECT** area specifically, except the right to conduct the **PROJECT** work set forth in the **MAINTENANCE AGREEMENT (MA) WORK PLAN** (Exhibit A) in accordance with the terms and conditions of this Agreement.

The maintenance duties and responsibilities of the **LOCAL GOVERNMENT** are defined set forth in Exhibit A, **MA WORK PLAN**, which is attached hereto and incorporated by reference as if fully set out herein. The **DEPARTMENT** grants to the **LOCAL GOVERNMENT** the right to maintain that specific section(s) of **DEPARTMENT** right-of-way located in **RICHMOND** County, as more particularly described in Exhibit A.

The **LOCAL GOVERNMENT** shall abide by the Federal Manual of Uniform Traffic Control Devices (MUTCD) standards, current edition, for temporary traffic control and the standards for all **PROJECT** activities. Equipment or materials utilized for the **PROJECT** must be moved on or across a traveled right of way in a manner as not to unduly interfere with traffic.

Should the **LOCAL GOVERNMENT** desire that these maintenance services be performed by a third party, the **LOCAL GOVERNMENT** and the third party shall enter into an agreement, whereby the **LOCAL GOVERNMENT** shall assume all responsibility for repayment to the third party for those services rendered as set forth in Exhibit A. The Agreement between the **LOCAL GOVERNMENT** and any third parties to this Agreement, shall meet all operational and administrative requirements, including the provisions of liability insurance, as set forth by the **DEPARTMENT**. All liability associated with the **PROJECT** shall be borne by the **LOCAL GOVERNMENT** and any third parties, as set forth in Article VIII, herein.

In the event the **LOCAL GOVERNMENT** desires to perform any major maintenance activities, including significant landscaping, installation or significant repair of fencing/site

furnishings/murals/signs/walls/lighting, or any other activities that may interfere with traffic or pedestrian flow within the right of way **PROJECT** limits, the **LOCAL GOVERNMENT** understands and agrees that it shall apply for and obtain a permit in accordance with the current edition of the **DEPARTMENT's** Driveway & Encroachment Control Manual prior to performance, and execute a separate agreement with the **DEPARTMENT** associated specifically with such permit.

ARTICLE II

EXECUTION OF AGREEMENT AND AUTHORIZATION TIME OF PERFORMANCE

The **LOCAL GOVERNMENT** shall begin work on the **PROJECT** under this Agreement immediately after receiving a signed and executed copy of the Agreement, unless noted otherwise in Exhibit A.

The duration of this Agreement shall be for fifty years from the date above first written unless terminated sooner by the **DEPARTMENT** or **LOCAL GOVERNMENT**, subject to the requisite triennial renewal of the Automated License Plate Reader (ALPR) permit, PERMIT ID **ALPR 245-000001-2**, pursuant to the rules set forth in the **DEPARTMENT's** *Regulations for Driveway & Encroachment Manual*. In the event the ALPR permit is not renewed, this Agreement shall immediately terminate (see **ARTICLE IX – TERMINATION OF CONTRACT**).

ARTICLE III

SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the services under this Agreement, any party materially alters the scope, character or complexity of the services from those required under the Agreement, a Supplemental Agreement shall be executed between the parties. It is understood, however, that **LOCAL GOVERNMENT** shall not engage in any activities or conduct any work which would be considered to be outside the **PROJECT** scope of the permission granted to **LOCAL GOVERNMENT** by the **DEPARTMENT**. Minor changes in the work which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the work may be made by written notification of such change by any party with written approval by the other parties.

ARTICLE IV

ASSIGNMENT

It is understood by the **LOCAL GOVERNMENT** that the work is considered personal and, except as provided for in Article I, **LOCAL GOVERNMENT** agrees not to assign, sublet or transfer any or all of their interest in this Agreement without prior written approval of the **DEPARTMENT**.

ARTICLE V CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in **RICHMOND** County, Georgia, without reference to its choice of law doctrine, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia. Any litigation arising out of this Agreement shall be commenced within the State of Georgia. The foregoing provisions shall not be construed as waiving any immunity to suit or liability, including without limitation, sovereign immunity which may be available to the Department.

ARTICLE VI INSURANCE

It is understood that the **LOCAL GOVERNMENT** (indicate by checking which is applicable):

☒ is self-insured and all claims against **APPLICANT** will be handled through **Augusta Richmond County**

OR

☐ shall, prior to beginning work, obtain and furnish to the **DEPARTMENT** certificates and the endorsement page for the **MINIMUM INSURANCE AMOUNTS** indicated below.

Prior to beginning work, the **LOCAL GOVERNMENT** shall, where applicable, cause its contractors and subcontractors to obtain the following minimum amounts of insurance coverage:

MINIMUM INSURANCE AMOUNTS

(a) **Workmen's Compensation** Insurance in accordance with the laws of the State of Georgia.

(b) Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence.

(c) Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. The **DEPARTMENT** shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.

The **LOCAL GOVERNMENT** shall furnish upon request to the **DEPARTMENT**, certificates of insurance evidencing such coverage. These certificates shall also provide that the insurance will not be modified or canceled without a 30-day prior written notice to the **DEPARTMENT**. Failure by the **LOCAL GOVERNMENT** to procure and maintain the insurance as set forth above shall be considered a default and cause for termination of this Agreement and, if applicable, forfeiture of the Performance and Payment Bonds. The **LOCAL GOVERNMENT** shall, at least fifteen (15) days prior to the expiration date or dates of expiring policies, deposit certified copies of renewal, or new policies, or other acceptable evidence of insurance with the **DEPARTMENT**.

ARTICLE VII COMPENSATION

It is agreed that the **LOCAL GOVERNMENT** shall conduct all work at no cost to the **DEPARTMENT**, and without compensation from the **DEPARTMENT**. It is further agreed that any and all issues relating to compensation and payment shall be resolved by and between the **LOCAL GOVERNMENT** and any successors, subcontractors, or assigns thereto.

The **DEPARTMENT** and the **LOCAL GOVERNMENT** further agree that, should the **DEPARTMENT** be required to conduct any inspections and/or supervision of the **PROJECT** beyond that which would normally occur in the ordinary course of the **DEPARTMENT'S** maintenance activities, the **LOCAL GOVERNMENT** shall reimburse the **DEPARTMENT** for such inspection and supervision. The rate of reimbursement for the **DEPARTMENT'S** inspection and supervision shall in no case exceed a rate determined to be reasonable by the parties.

Should the **LOCAL GOVERNMENT** and the **DEPARTMENT** desire to change this agreement at a later date to provide for compensation to **LOCAL GOVERNMENT**, or any successors or assigns thereto, such change shall only be permitted by a supplemental agreement as set forth in

Article III herein. Any supplemental agreements involving compensation shall be subject to the **DEPARTMENT** review and approval.

ARTICLE VIII
RESPONSIBILITY FOR CLAIMS AND LIABILITY
LOCAL GOVERNMENT NOT AGENT OF DEPARTMENT

To the extent allowed by law, the **LOCAL GOVERNMENT** and all successors and assigns thereto, shall save harmless the **DEPARTMENT**, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the performance of **PROJECT** work under this Agreement, or due to any breach of this Agreement by the **LOCAL GOVERNMENT**, except to the extent of harm caused by the **DEPARTMENT** or its agents. These indemnities shall not be limited by reason of the listing of any insurance coverage.

The **LOCAL GOVERNMENT** further agrees that it shall be fully responsible for injury or damage to landscaping, landscape related items, and any other non-standard and decorative elements previously installed by or for the **LOCAL GOVERNMENT** within the right of way, and for any damage to the **DEPARTMENT'S** signs, structures, or roadway fixtures, if the **LOCAL GOVERNMENT** caused the damage.

It is further understood and agreed that the **LOCAL GOVERNMENT**, or any successor or assigns thereto, in the conduct of any work involved in the **PROJECT**, shall not be considered the agent of the **DEPARTMENT** or of the State of Georgia.

ARTICLE IX
TERMINATION OF CONTRACT

The **DEPARTMENT** may terminate this Agreement for just cause or convenience at any time by giving the **LOCAL GOVERNMENT** at least thirty (30) days written notice of such termination, unless there is imminent or serious danger to the public health, safety, or welfare or to property, or the ALPR permit associated with this Agreement (PERMIT ID ALPR 245-000001-2 is not renewed, in which case termination shall be immediate. Upon receipt of such notice of termination, the **LOCAL GOVERNMENT** shall discontinue and cause all **PROJECT** work under this Agreement to terminate upon the date specified in the said notice. In the event of such termination, the

DEPARTMENT shall be paid for any amounts as may be due it as specified in Article VII up to and including the specified date of termination.

The **LOCAL GOVERNMENT** shall have the right to terminate this Agreement at any time by giving the **DEPARTMENT** at least thirty (30) days advance written notice, provided that the **DEPARTMENT** is reimbursed in full for all services rendered pursuant to Article VII. Termination initiated by the **LOCAL GOVERNMENT** shall be contingent upon the following, if applicable:

- A. The **LOCAL GOVERNMENT**, at the discretion of the **DEPARTMENT**, removing the planted landscaping, landscape related items, and any other non-standard and decorative elements that were installed by or for the **LOCAL GOVERNMENT** at no cost to the **DEPARTMENT**.
- B. The **LOCAL GOVERNMENT** restoring the removed landscape areas to their original condition or a condition that meets federal standards and is acceptable to the **DEPARTMENT**.
- C. The **LOCAL GOVERNMENT** restoring the removed non-standard and decorative elements with standard **DEPARTMENT** elements that meet federal and state requirements.
- D. The **LOCAL GOVERNMENT** reimbursing the **DEPARTMENT** in full any state and/or federal funds used to purchase and install the landscaping, landscape related items, and other non-standard and decorative elements that are no longer to be maintained by the **LOCAL GOVERNMENT**.

The **DEPARTMENT** and the **LOCAL GOVERNMENT** agree that should the **LOCAL GOVERNMENT** fail to perform the maintenance activities as set forth in Exhibit A, the **DEPARTMENT** may require the **LOCAL GOVERNMENT** to remove, restore, and reimburse according to items "A", "B", "C", and "D" above, as applicable, and then terminate the Agreement.

ARTICLE X

COMPLIANCE WITH APPLICABLE LAW

The undersigned certify that:

- A. This Agreement is subject to applicable state and federal laws, standards, and rules and regulations.
- B. The provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.
- C. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full.

ARTICLE XI
MISCELLANEOUS

A. **NON-WAIVER.** No failure of either party to exercise any right or power given to such party under this Agreement, or to insist upon strict compliance by the other party with the provisions of this Agreement, and no custom or practice of either party at variance with the terms and conditions of this Agreement, will constitute a waiver of either party's right to demand exact and strict compliance by the other party with the terms and conditions of this Agreement.

B. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.

C. **SOVEREIGN IMMUNITY.** Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.

D. **CONTINUITY.** Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the parties and the successors and assigns of the Parties.

E. **WHEREAS CLAUSE AND EXHIBITS.** The Whereas Clauses and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.

F. **SEVERABILITY.** If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

G. **CAPTIONS.** The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

H. **INTERPRETATION.** Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

I. **ENTIRE AGREEMENT.** This Agreement supersedes all prior negotiations, discussion, statements and agreements between the parties and constitutes the full, complete and entire agreement between the parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both parties and incorporated in and by reference made a part hereof.

THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES ON THE FOLLOWING PAGE.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their hand and affixed their seals the day and year above first written.

GEORGIA DEPARTMENT OF TRANSPORTATION

Commissioner or designee

ATTEST:

Treasurer

LOCAL GOVERNMENT:

Print Name: Garnett Johnson

Title: Mayor, Augusta-Richmond County

Sworn to before me this

_____ day of _____, 20_____.

NOTARY PUBLIC

My commission expires _____.

EXHIBIT A

MAINTENANCE WORK PLAN

Camera adjustments, solar panel cleaning, solar panel replacements, and camera replacements may be performed as needed at each location (listed below). Maintenance, if required, is to be done to Flock Safety specification by a Flock Safety Technician.

Flock Safety Contact: Keith Kenner, keith.kenner@flocksafety.com, 404-798-2998

No.	State Route	Mile Marker	Pole E or N	Coordinates		Location Description
1	4	25.5	N	N33.48058	W81.97479	13th St @ South Carolina State Line SB
2	4	25.5	N	N33.48085	W81.97437	13th St @ South Carolina State Line NB
3	121	1.00	N	N33.24785	W82.04607	Peach Orchard Rd @ Collins Rd NB
4	232	0.50	N	N33.50014	W82.08673	Bobby Jones Expressway @ Scott Nixon Memorial Dr. EB
5	232	0.50	N	N33.50078	W82.08748	Bobby Jones Expressway @ Old Trail Rd Countyline WB
6	4	16.50	N	N33.41167	W82.08850	Deans Bridge Rd @ Inwood Dr. SB
7	4	0.50	N	N33.27955	W82.29549	Deans Bridge Rd @ Jefferson County Line NB
8	4	20.50	N	N33.43877	W82.02488	Deans Bridge Rd @ Gordon Hwy SB
9	4	20.50	N	N33.44001	W82.02237	Deans Bridge Rd @ Gordon Hwy NB
10	4	18.50	N	N33.42459	W82.05601	Deans Bridge Rd @ Bobby Jones Expy NB
11	4	11.75	N	N33.36589	W82.14122	Deans Bridge Rd. @ Birdwell Rd. SB
12	28	11.25	N	N33.52026	W82.06267	Furys Ferry Rd @ Columbia County Line EB
13	10	0.00	N	N33.40774	W82.22100	Gordon Hwy @ Columbia County Line EB
14	10	0.00	N	N33.40833	W82.21981	Gordon Hwy @ Columbia County Line WB
15	10	18.00	N	N33.47290	W81.95663	Gordon Hwy @ South Carolina Border EB
16	10	18.00	N	N33.47392	W81.95635	Gordon Hwy @ South Carolina Border WB

No.	State Route	Mile Marker	Pole E or N	Coordinates		Location Description
17	10	8.75	N	N33.44690	W82.08743	Gordon Hwy @ Barton Chapel Rd EB
18	10	13.00	N	N33.43948	W82.02414	Gordon Hwy @ Deans Bridge Rd WB
19	10	13.00	N	N33.43902	W82.02247	Gordon Hwy @ Deans Bridge Rd EB
20	10	10.75	N	N33.45268	W82.05239	Gordon Hwy @ Sibley Rd WB
21	10	6.00	N	N33.44075	W82.13169	Gordon Hwy @ Craig Sims Pkwy EB
22	10	15.50	N	N33.44206	W81.98232	Gordon Hwy @ Molly Pond WB
23	10	15.50	N	N33.44280	W81.98007	Gordon Hwy @ Molly Pond EB
24	10	10.75	N	N33.45236	W82.05235	Gordon Hwy @ Sibley Rd EB
25	383	2.50	N	N33.47078	W82.12739	Jimmie Dyess Pkwy @ Countyline SB
26	28	4.75	N	N33.47632	W81.97506	John C Calhoun Exp @ 12 th St WB
27	28	7.00	N	N33.48786	W82.00878	John C Calhoun Exp @ Milledge Rd EB
28	56	12.50	N	N33.39959	W82.00585	Mike Padgett Hwy @ I 520 SB
29	56	12.50	N	N33.40350	W82.00579	Mike Padgett Hwy @ I 520 NB
30	121	14.50	N	N33.43029	W82.01530	Peach Orchard Rd @ Bungalow Rd SB
31	121	14.50	N	N33.43050	W82.01486	Peach Orchard Rd @ Bungalow NB Rd
32	121	9.50	N	N33.36469	W82.03841	Peach Orchard Rd @ Jessie Wy NB
33	121	9.50	N	N33.36460	W82.03879	Peach Orchard Rd @ Jessie Wy SB
34	104	0.50	N	N33.48234	W81.98197	Riverwatch Parkway @ 15 th St WB
35	104	4.75	N	N33.52145	W82.02672	Riverwatch Parkway @ Cabela Dr. EB
36	104	7.00	N	N33.51719	W82.06858	Riverwatch Pkwy @ Columbia County Line EB
37	104	4.75	N	N33.52156	W82.02895	Riverwatch Pkwy @ I 20 E Off Ramp WB

No.	State Route	Mile Marker	Pole E or N	Coordinates		Location Description
38	28	0.50	N	N33.44218	W81.91922	Sand Bar Ferry Rd @ Alberclauss Dr NB
39	28	2.75	N	N33.46627	W81.94545	Sand Bar Ferry Rd @ Broad St EB
40	4	23.00	N	N33.46088	W81.99619	15th St @ Government St. NB
41	28	9.00	N	N33.51018	W82.02856	Washington Rd @ Alexander Dr WB
42	104CO	N/A	N	N33.51574	W82.06916	Washington Rd @ Pleasant Home Rd EB



Office of the Administrator

**Takiyah A. Douse
Interim Administrator**

November 1, 2022

**Mr. Richard Roundtree, Sheriff
Law Enforcement Center
400 Walton Way
Augusta, GA 30901**

Dear Sheriff Roundtree:

At their meeting held on Tuesday, November 1, 2022, the Augusta, Georgia Commission, acted on the following item:

Addendum 2. Approved the use of \$300,000 from ARP balance for flock security camera enhancements.

If you have any questions, please contact me.

In Service,

A handwritten signature in blue ink, appearing to read "T. Douse".

**Takiyah A. Douse
Interim Administrator**

TAD/nd



Commission Meeting

May 16, 2023

Notice of Additional 2023 ARPA Grant Funds Award

Department:	Superior Court #4301
Presenter:	Nolan Martin
Caption:	Motion to amend previous grant award from \$2,000,000 to \$2,500,000 for purpose of upgrading Audio-Visual Modernization of selected courtrooms in the Ruffin Judicial Center. (Approved by Public Safety Committee May 9, 2023)
Background:	On December 6, 2022, the Augusta Judicial Circuit was awarded and accepted a \$2,000,000 ARPA grant from the State of Georgia through the Judicial Council for the purpose of addressing the judicial caseload backlog. The Augusta Judicial Circuit has since been awarded an additional \$500,000 for upgrading of Audio-Visual Modernization within selected courtrooms in the Ruffin Judicial Center.
Analysis:	These additional APRP grant funds will be used to upgrade Audio-Visual Equipment within selected courtrooms in the Ruffin Judicial Center. Two quotes were received. BISDIGITAL was selected because of prior successful installation and they also provided the lowest most responsive quote. Judicial Council of Georgia has reviewed the quote and has approved the quote as compliant with the grant application.
Financial Impact:	Grant is 100% reimbursable.
Alternatives:	None
Recommendation:	Approve and accept the \$2,500,000 ARPA grant from the State Judicial Council.
Funds are available in the following accounts:	All eligible expenses will be reimbursed under Org. key 220-02-2652
<u>REVIEWED AND APPROVED BY:</u>	N/A



Office of the Administrator

**Takiyah A. Douse
Interim Administrator**

December 6, 2022

**The Honorable Judge Daniel J. Craig, Chief Judge
Superior Court
735 James Brown Blvd.
Augusta, GA 30901**

Dear Judge Craig:

At the regular meeting held Tuesday, December 6, 2022, the Augusta, Georgia Commission took action on the following:

28. Approved and accept \$2,000,000 ARPA award to address the Augusta Judicial Circuit caseload.

If you have any questions, please contact me.

In service,

A handwritten signature in cursive script, appearing to read "T. Douse".

**Takiyah A. Douse
Interim Administrator**

TAD/nd



Judicial Council of Georgia

Administrative Office of the Courts

Chief Justice Michael P. Boggs
Chair

Cynthia H. Clanton
Director

Memorandum

TO: Darron J. Enns, Assistant General Counsel
Judicial Council of Georgia/Administrative Office of the Courts

FROM: Ben Luke, Chief Technology Officer
Judicial Council of Georgia/Administrative Office of the Courts

RE: Compliance review of CY 2023 ARPA grant application submitted by the Augusta Judicial Circuit-Memo #1 (Audio-Visual Equipment Modernization)

DATE: April 27, 2023

Please find below the results of a compliance review analyzing whether the audio-visual equipment modernization expenditures requested in the application submitted by the Augusta Judicial Circuit dated April 12, 2023, are compliant with Sections (a) (1) and (d) of the ARPA Audio-Visual Equipment Modernization Policy. The results of the review are as follows:

(E) (7) Audio-Visual Equipment Modernization

Eligible Equipment and Services

- ☒ All audio-visual equipment and services requested are listed in Section (a) (1) of the ARPA Audio-Visual Equipment Modernization Policy.
- ☐ All audio-visual equipment and services requested are listed in Section (a) (1) of the ARPA Audio-Visual Equipment Modernization Policy, except for the following:

(If applicable, list noncompliant items requested with quantity, price, and installation location.)

Market Prices for Comparable Goods and Services

- ☒ All audio-visual equipment and services requested reflect market prices for comparable goods and services for the proposed installation location, as required in Section (d) of the ARPA Audio-Visual Equipment Modernization Policy.
- ☐ All audio-visual equipment and services requested reflect market prices for comparable goods and services for the proposed installation location, as required in Section (d) of the ARPA Audio-Visual Equipment Modernization Policy, except for the following:

(If applicable, list noncompliant items requested with quantity, price, and installation location.)

COMPLIANCE REVIEW SUMMARY

Status: No compliance issues.

Recommendation to Committee: If all other requirements are met, approve equipment and services requested under application section (E) (7) as submitted on the date specified above.

Please contact me at ben.luke@georgiacourts.gov if you have any questions or concerns regarding the results of the review summarized above.

Final Approved v.12.1
Revised: 1/3/2023

County	Location of Courtroom	Classes of Court That Use Courtroom	Amount Requested
Richmond	2A – Courthouse	Superior Court	\$49,575.00
Richmond	2B – Courthouse	Superior Court	\$44,150.00
Richmond	2E - Courthouse	Superior Court	\$ 94,500.00
Richmond	2F - Courthouse	Superior Court	\$ 89,500.00
Richmond	3E - Courthouse	State or Superior	\$ 91,500.00
Richmond	3H - Courthouse	State or Superior	\$86,000.00
Burke	Courtroom1- Courthouse	Superior	\$29,500.00
Burke	Courtroom4- Courthouse	Superior	\$29,500.00

Note: Add additional rows to the table above if requesting funds for more than three courtrooms.

(F) SUPPORTING DOCUMENTATION AND BUDGET FORM

The following supporting documentation is attached to this application (check all that apply):

- ☒ A completed ARPA Budget Form in an Excel spreadsheet file format (required).
- ☒ Correspondence to and from county governments requesting ARPA funds (required).
- ☒ All documents required under section (b) (2)-(4) of the Audio-Visual Equipment Modernization Policy (if requesting funds under section (E) (7) of this application).
- ☒ Any other documentation needed to support this application (if applicable).

(G) CERTIFICATION

☒ By checking this box, I, the undersigned, certify that (1) the information in this application is true and correct to the best of my knowledge; and (2) the proposed activities are eligible expenditures under the federal American Rescue Plan Act of 2021 and 31 CFR Part 35 ("Final Rule"). I understand that the use of ARPA grant funds is subject to certain reporting requirements, audits, and recoupment if put toward impermissible uses. 31 CFR § 35.10.

AUGUSTA-RICHMOND COURTOOM UPGRADES TIMELINE

Tentative dates only

Order rec'd at BIS	May 12, 2023
Order is processed by BIS	May 19, 2023
Confirmation	
Delivery site info	
Scope of Work signature	
Product availability check	
Scheduling assigns resources	
Equipment shipped to client site	July 17, 2023
Technical staff inventory on-site	July 24, 2023
1 st Courtroom installation	July 31-Aug 4, 2023
2 nd Courtroom installation	Aug 7-Aug 11, 2023
3 rd Courtroom installation	Aug 14-Aug 18, 2023
4 th Courtroom installation	Aug 21-Aug 25, 2023
5 th Courtroom installation	Aug 28-Sept 1, 2023

All Estimates dependent on courtroom availability.



1350 NE 56th Street, Suite 300
Ft. Lauderdale, FL 33334



Sales: (800) 834-7674
Support: (800) 715-1234



Email: info@bisdigital.com
Web: www.bisdigital.com

Courtroom 2A



Proposal Information

Title of Proposal:

Augusta-Richmond County Superior Court Hearing Room A

Proposal Total:

\$49,575.00

BIS Digital Proposal Reference ID:

P-2300165

Intended Recipient Name (Attention To):

Mr. Nolan Martin

Drop-off Location (Building Name):

Augusta-Richmond County Courthouse

Delivery Address:

735 James Brown Blvd
Augusta, Georgia, 30901

Submitting Organization Information

Name:

Business Information Systems, Inc. DBA: BIS Digital

Address:

1350 NE 56th Street, Suite 300
Fort Lauderdale, FL 33334

Phone:

(800) 834-7674
(954) 493-7377

Email:

sales@bisdigital.com

Account Manager Phone:

(800) 834-7674 x. 4518

Website:

www.bisdigital.com

Fax:

(877) 858-5611

Account Manager:

Dan Meyer

Date:

April 4, 2023

A handwritten signature in cursive script that reads 'Dan Meyer'.

Installation (I) - BIS-3000271

Augusta-Richmond County Superior Court

Dan Meyer
dan.meyer@bisdigital.com

Hearing Room A Option: A

Will this Scope of Work apply to multiple rooms?

Yes – This system is for one room that will be duplicated across one or more similar rooms.

Description / Notes:

BIS to install new DSP and Amp for hearing room. Small audio control box to be installed at judge's bench to control volume.

DSP will be shared between hearing room a and b, also c and d.

BIS to reuse existing four (4) microphones in hearing room.

BIS to install two (2) ceiling speakers in the hearing room.

BIS to install one (1) document camera on client provided stand in front of the court reporters station. One (1) HDMI cable will be available for the attorney tables to share, if needed.

BIS to install two (2) PTZ cameras in the room for Zoom/WebEx/Teams meeting video.

BIS to install Cynap Core Pro for wireless presentation and Zoom/WebEx/Teams meetings.

BIS to install one (1) touch screen at judge's bench and one (1) 75" monitor on the side wall to view evidence.

BIS to install DCR 4ch recording software on client provided PC.

BIS to install XLR wall plate for court reporter to connect to for recording backup on their own equipment.

Additional Rooms:

Hearing Room B

Hearing Room B

Hearing Room C

Hearing Room D



Bill of Materials

Account Name:

Augusta-Richmond County Superior Court (GA)

Quote Name:

1 - MAR 2023 - Q-8023023 - Hearing Room A Option: A - Courthouse - Augusta-Richmond County Superior Court

Quote Number:

Q-8023023

Quote Amount:

\$49,575.00

Date:

4/4/23

Quote Expiration Date:

10/3/23

Account Rep:

Dan Meyer

Account Rep Email:

dan.meyer@bisdigital.com

Account Rep Phone:

(800) 834-7674 x4518

Item	Product Code	Qty	Unit Price	Total Price
Professional Digital PA Mixer DANTE Capable w/8ch USB out	BIS-MX-DAN-USB8	1.00	\$4,730.00	\$4,730.00
Power Amplifier 2ch. 350W 8ohms / 800W 70v Series 4	BIS-AMP-2C800-70v-S4	1.00	\$1,500.00	\$1,500.00
Dual Male XLR Input / Female XLR Output Wall Plate Kit Dante (Black)	BIS-EXTRN-AXI-22-AT-D-IO-B	1.00	\$1,080.00	\$1,080.00
8" Drop Tile Ceiling Speakers - White	BIS-SP-DTC	2.00	\$115.00	\$230.00
Surface Mount Control (For Professional Digital PA Mixer Only)	BIS-MX-SM1	1.00	\$750.00	\$750.00
HD IP PTZ Camera Fixed Dome	BIS-IP-HD-PTZ-FD	2.00	\$1,495.00	\$2,990.00
IP DVR Core License (Series 2)	BIS-IP-DVR-CS2	2.00	\$150.00	\$300.00
IP Video Decoder w/Multiview	BIS-VC-IP-VDMV	1.00	\$750.00	\$750.00
Digital Document Camera (Gen.6)	BIS-DDC-GEN6	1.00	\$4,600.00	\$4,600.00
Annotation Presentation System w/Wireless Link (Core Pro Series 2)	BIS-CYNAP-CORE-PRO	1.00	\$4,350.00	\$4,350.00
4K/60 HDMI Distribution Amplifier 1x2	BIS-EXTRN-DA2-HD-4K	1.00	\$850.00	\$850.00
4K/60 HDMI DTP Transmitter (230ft)	BIS-EXTRN-DTP-HDMI-4K-230-TX	1.00	\$650.00	\$650.00
4K/60 HDMI DTP Receiver (230ft)	BIS-EXTRN-DTP-HDMI-4K-230-RX	1.00	\$650.00	\$650.00
Fold Flat LED Touch Screen 22" (Series 4)	BIS-FD-LEDTS-22-S4	1.00	\$580.00	\$580.00
75" Commercial Display 4K	BIS-D-4K-75	1.00	\$3,750.00	\$3,750.00
40"-90" Commercial Grade Full Motion Wall Mount 150lbs Max	BIS-CGD-WMT-FM-40-90	1.00	\$799.00	\$799.00
DCR 4ch Digital A/V Recording Software (incl. 12 month SAS)	DCR-4S	1.00	\$3,057.00	\$3,057.00



Item	Product Code	Qty	Unit Price	Total Price
DANTE Virtual Sound Card (up to 64ch)	BIS-DANTE-V64	1.00	\$149.00	\$149.00
USB Gigabit NIC (10/100/1000)	BIS-NIC-GB	1.00	\$45.00	\$45.00
CAT6 Cable Shielded Black 500'	BIS-W-CAT6-SHB-500	1.00	\$750.00	\$750.00
DANTE USB I/O Adapter (2ch)	BIS-USB-DANTE-2CHIO	1.00	\$250.00	\$250.00
Speaker Wire 16AWG (Plenum) - 500ft Roll	BIS-W-SPKR-16AWG-500ft	1.00	\$215.00	\$215.00
Rack Enclosure (4U)	BIS-R-4U	1.00	\$300.00	\$300.00
HDMI Cable Series 2 (3ft.)	BIS-HDMI-3FT-S2	1.00	\$17.00	\$17.00
Power Distribution System (Series 2)	BIS-PWR-DIST-S2	1.00	\$450.00	\$450.00
HDMI Cable Series 2 (15ft.)	BIS-HDMI-15FT-S2	1.00	\$33.00	\$33.00
USB 2.0 Cable A to B Series 2 (15 ft.)	BIS-CBL-USB2-AB15-S2	1.00	\$18.00	\$18.00
1U Rack Shelf (Series 2)	BIS-RSLF-1S2	1.00	\$110.00	\$110.00
19" Rack Shelf for BIS-CYNAP	BIS-CYNAP-RS	1.00	\$330.00	\$330.00
Installation Supplies	BIS-INST-SUP	1.00	\$425.54	\$425.54
Shipping/Handling	S/H	1.00	\$2,154.39	\$2,154.39
On-site Setup, Installation and Training	SIT	1.00	\$11,880.00	\$11,880.00
Annual ON-SITE SUPPORT (Includes Hardware Replacement) - Contract to be Issued Upon Installation	NMNT-DCR	1.00	\$4,550.40	\$4,550.40
% DISCOUNT	PCT-DISCOUNT			(\$3,718.33)

Subtotal: \$53,293.33
Discounts: - \$3,718.33
Total (Before Tax): \$49,575.00



Terms and Conditions

Effective Period	This quote is valid through October 3, 2023
Tax Status	Sales tax will be added to an invoice unless a Tax-Exempt Form is on file with the BIS Digital corporate office.
Payment Terms	<p>Deposit: All orders above \$5,000 require a 50% deposit. Once the deposit for an order is received by BIS Digital, installation scheduling and shipment of goods will occur.</p> <p>Balance: For installations, the remaining balance is to be paid on the completion of the installation. For orders, the remaining balance is to be paid on the delivery of goods at the customer site.</p>
Cancellation	<p>In the event a customer cancels or postpones an order after a deposit has been received, BIS Digital reserves the right to invoice for hardware, software, shipping costs, and any other materials procured for the order.</p> <p>Restocking Fee: A 20% restocking fee will be charged for all cancelled orders.</p>
Limited Warranty	New software supplied by BIS Digital are covered for 90 days from the date of installation. New hardware supplied by BIS Digital are covered for 90 days from the date of delivery. Manufacturer Warranties do not cover On-Site Technical Support, Shipping costs, or Software upgrades.
Software Assurance	Annual Software Assurance entitles users to software upgrades at a fixed fee assessed at time of purchase.
Substitutions	Unforeseen supply chain disruptions or component shortages may impact availability of goods. As a result, some items may require substitution and may be subject to price and/or delivery time variances. In these instances, BIS Digital will consult with the customer about options and alternatives.

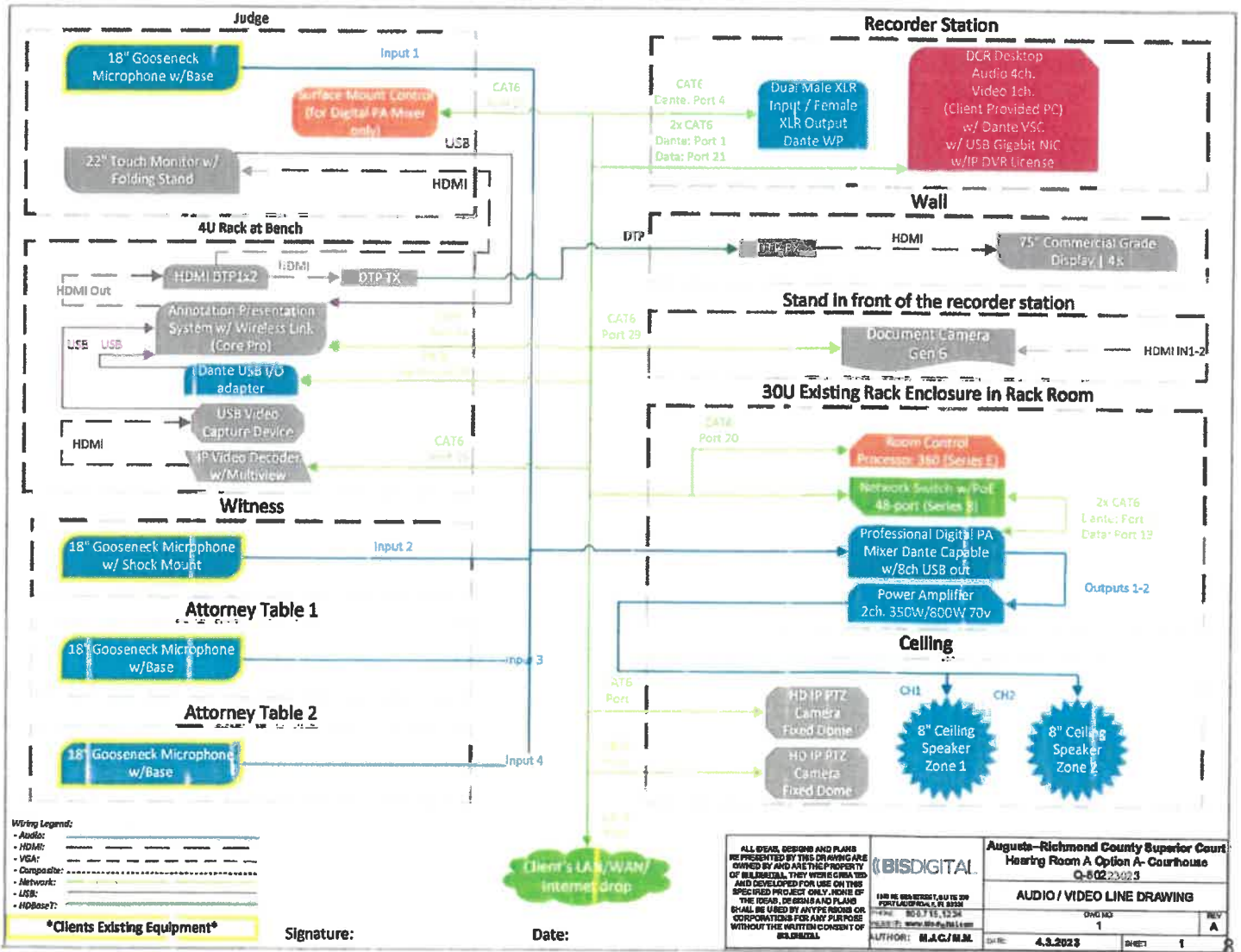
**Accepted By****Full Name (Print):****Title:****Signature:****Date:****PLEASE NOTE:**

By signing above and or providing a purchase order number below, your organization is agreeing to the above price, terms, and conditions, and is authorizing BIS Digital, Inc. to order, install, and bill for the equipment listed herein.

Accounts Payable Information**Full Name (Print):****Phone Number:****Email Address:****Fax Number:****Purchase Order Required for Processing?:****Purchase Order Number:**

YES

NO





Key System Technology

Digital Court Recorder (DCR)

DCR is a multi-channel audio and video recording platform specifically designed to address the limitations of most recording systems. It allows for up to 32 separate audio channels and up to 8 separate video channels to be recorded and stored in a single file. DCR can be used with a PC or portable system, or remotely capture audio and video from a centralized or non-centralized system without traditional digital USB mixers. It can also be accessed through a standard internet browser or network connection.

The recording can be saved to two locations simultaneously such as a hard drive, network drive, CD, DVD, or other PC-compatible storage media and locations on separate or shared networks. In addition, DCR offers file attachments, sealing of the recording, remote monitoring, and optional features such as remote control operation, case management integration, post-recording management, and virtual conferencing. The solution is compatible with most traditional laptops and tower PCs that run Windows 7 or higher.

In addition to its core recording capabilities, the DCR platform includes several other prominent features. Codec independence allows users to choose the size of the recording file and easily adopt new audio recording codec technology. The platform's equipment agnosticism allows it to capture sound systems, in-person participants, telephone participants, video, and VTC participants simultaneously. Confidence monitoring allows users to see level meters and listen to the audio recording as it is being written to the PC's hard drive, ensuring the best possible quality. Users can also embed notes directly into the audio/video files for easy management and faster retrieval, most notably through the use of bookmarks, DCR's most comprehensive feature.

Bookmarks allow operators to enter notes while a recording is in progress. Each bookmark includes a time stamp and links directly to the audio/video segment. The platform also provides automatic notes indicating the start, pause, and stop of the file and includes information on the time, speaker, and metadata. Users can utilize bookmarks to enter unique identification data relevant to their needs including but not limited to personal information (such as a name or title), officer's badge number, agenda topic, recording ID, etc. They can also attach any digital file type to the aforementioned examples or upload it as a standalone bookmark. Predefined Bookmarks allow for prefilled data to be entered during a recording (such as docket information from an agency's case management system). Whereas Text Substitution allows users to create shortcuts for commonly used words or phrases. In any case, bookmarks can be edited during or after recording.

Integrated into a system, DCR can be set to create a new audio file in specific instances, such as when a hearing starts or a light switch is turned on automatically naming the file based on requirements. Similarly, it can be set to close a file when a hearing ends or a light switch is turned off. If the recording is interrupted, the operator can easily and quickly resume the session. Files can be also started, paused, stopped, and resumed without creating a new file if needed.

DCR Player

DCR handles retrieval, playback, and exporting with DCR Player, which was designed with transcription in mind and is feature-rich to make the process as efficient as possible. DCR Player is 508 compliant and has been certified for use with Magic Screen Magnifier, JAWS Speech Software, and Dragon Software. It is currently supported on Windows, Android, iOS, and Mac OS devices and is also compatible with any USB foot pedal.

DCR Player allows operators to locate recordings by searching for identification data or by searching for any word or phrase in the bookmarks. Users can play, pause, stop, fast forward, rewind, and jump to specific points in the DCR file and navigate through the recording using bookmarks, jump-to-time, or a progressive slider bar.

The player includes a visual indication of the current point in the audio file, the total runtime of the entire file, and the file name. It allows users to listen and control the audio of each participant separately from the others. Or combine any number of channels and use built-in noise-filtering to eliminate ambient background noise during playback. It can even filter out ultra-low frequencies below 125 Hz to reduce noise from microphone bumps. The player also has auto gain control to maintain a constant audio level during playback, treble and base audio level controls, and variable pitch control to speed up or slow down playback without changing the pitch.

As for exporting, DCR Player allows users to export any part of a file to a WMA, WMV, WAV, MP3, MP4, AVI, PDF, or DCR file with any combination of channels, video, and bookmarks (as long as the format supports it). Music

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formats break down bookmarks into song tracks and allow users to listen to recordings from CDs, DVDs, USB storage devices, and hard drives. When creating MP4s, DCR Player will also create a separate meta-data file. This includes an HTML file that can be viewed in a browser and allows for playback of the video, audio, and use of bookmarks.

Digital Signal Processor

Digital Signal Processors (DSPs) are specialized computers that are used to process and manipulate signals in real time. This is achieved through algorithms that can analyze and manipulate audio in a variety of ways. For example, a DSP might be used to adjust the volume of an audio signal, remove background noise, or cancel out echoes. They are an essential component of many BIS Digital provided audio systems and are used in a wide range of applications including but not limited to courtrooms, council chambers, police stations, and conference rooms.

BIS Digital provides DSPs that offer advanced processing capabilities and a range of connectivity options, particularly where clear, intelligible audio is critical. Specifically, most of our DSPs will handle up to 64 channels of audio and support a range of audio signal types, including analog, digital, and networked audio, such as voice over internal protocols (VOIP) or Dante.

In a typical courtroom environment, we'll use a DSP to amplify the voice of a witness or to reduce background noise so that the testimony can be heard clearly by all parties. In some cases, a white noise sidebar preset may be configured. Or audio may need to be sent from one room to an overflow area. As to the specific functionality for this project, BIS Digital will prioritize the documented requests outlined in the scope of work but will adjust on site, as needed, based on the installation environment and client needs. This allows us to ensure that the final product meets your expectations and functions effectively within any known or unknown constraints.

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A document camera, also known as a visual presenter or visualizer, is a device that is used to display physical documents, objects, or other materials on a screen or monitor for the purpose of sharing them with an audience. BIS Digital typically supplies document cameras that consist of an articulating stand or arm with a camera mounted on top, which is positioned above the document or object that is being displayed. The camera captures an image of the document or object and displays it on client-specified screens in real time, allowing people to see the details of the material being presented.



Installation Overview

BIS Digital is committed to delivering high-quality AV systems that meet the needs of our clients; our installation process is an integral part of this commitment. The following section is a general overview of the steps we take to ensure a seamless experience. Note: The final schedule is determined with the client after a proposal is accepted and a purchase order is received.

Our installation process begins with careful planning and design to ensure that the AV system meets the needs of the end users and is properly integrated into the space. This includes conducting site surveys to assess the physical space and infrastructure, as well as working with clients to understand their specific needs and requirements. In circumstances where we are not able to conduct a technical walkthrough pre-quotation or believe the project would benefit from an additional review, we will coordinate a site survey at the client's earliest convenience. This allows us to properly assess the physical space and infrastructure, and solidify whether any site preparations need to be made in advance, such as providing lockable storage or installing power outlets as needed to support the AV system. Product orders will commence immediately following this final site review meeting and can take 2-3 weeks, depending on manufacturing and shipping times.

Once the site is prepared, BIS Digital will connect and configure all hardware and software components of the AV system. All work will be performed by BIS Digital Technicians only, with no subcontractors. This may include installing and configuring audio processors, amplifiers, and control systems, as well as integrating the AV system with other building systems as applicable. Installation times can range from two days to two weeks per room depending upon the complexity of the system and environment. Custom programming and support will be provided by BIS Digital programmers, who will be available throughout the installation period and for routine performance upgrades and maintenance through remote service. BIS Digital follows all local building codes and regulations when performing work and ensures that all components are installed safely and securely.

After all elements are installed and tested, our technicians will provide user training to ensure that all end users are comfortable operating the AV system. The scope of training will vary depending on the complexity of the project and the number of users who need to be trained. This may include hands-on training sessions, demonstrations, and the creation of user manuals or other documentation as needed. Ongoing training can also be provided through an on-site service or remote service agreement if desired. Our goal is to ensure that all end users have the knowledge and skills they need to effectively use and maintain the AV system.



Support and Service Overview

At BIS Digital, we are committed to meeting our customers' service and support requirements and honoring all product warranties. We also offer comprehensive maintenance programs that include on-site and remote support, service, and training in addition to warranty fulfillment. Complete details are available upon request.

We have a 24/7 toll-free service hotline staffed by experienced technical service representatives, as well as options for placing service calls directly on our website or by phone. In most cases, we can resolve issues over the phone or in a video conference, but there may be times when an on-site visit is necessary. We use hosted customer relationship management (CRM) software to track the performance of our supported systems and our customers' services. Our technicians receive service calls through our internal service coordinator, and the cost of service coverage depends on the customer's service agreement. When a service call is completed, an automated email is sent to the customer with the results.

To ensure that we're responding quickly and efficiently to our customer requests and service issues, we've also implemented a Service Level Management Escalation Policy that outlines how we handle different levels of severity and how we communicate with our customers. Sometimes, we may need to escalate issues for technical or managerial reasons. Technical escalations involve bringing in additional expertise to resolve technical problems as quickly as possible, while managerial escalations involve higher levels of decision-making authority to address procedural or behavioral obstacles that may be holding up the resolution of a situation.

To optimize these systems, we ask every customer to contact the Technical Support Center first:

(800) 715-1234
Support@BISDigital.com

In the event a BIS Digital technical support representative does not respond in a prompt manner (within 8 business hours), customers can escalate their service issue to the contacts below.

Account Manager – Dan Meyer
(800) 834-7674 x. 4518

Technical Services Manager – Gary Jones
(800) 834-7674 x. 4513

President – Steve Coldren
(800) 834-7674 x. 4504

Courtroom 2B



Proposal Information

Title of Proposal:

Augusta-Richmond County Superior Court Hearing Room B

Proposal Total:

\$44,150.00

BIS Digital Proposal Reference ID:

P-2300166

Intended Recipient Name (Attention To):

Mr. Nolan Martin

Drop-off Location (Building Name):

Augusta-Richmond County Courthouse

Delivery Address:

735 James Brown Blvd
Augusta, Georgia, 30901

Submitting Organization Information

Name:

Business Information Systems, Inc. DBA: BIS Digital

Address:

1350 NE 56th Street, Suite 300
Fort Lauderdale, FL 33334

Phone:

(800) 834-7674
(954) 493-7377

Email:

sales@bisdigital.com

Account Manager Phone:

(800) 834-7674 x. 4518

Website:

www.bisdigital.com

Fax:

(877) 858-5611

Account Manager:

Dan Meyer

Date:

April 4, 2023

A handwritten signature in cursive script that reads 'Dan Meyer'.

Installation (I) - BIS-3000271

Augusta-Richmond County Superior Court

Dan Meyer
dan.meyer@bisdigital.com

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Hearing Room A Option: A

Will this Scope of Work apply to multiple rooms?

Yes -- This system is for one room that will be duplicated across one or more similar rooms.

Description / Notes:

BIS to install new DSP and Amp for hearing room. Small audio control box to be installed at judge's bench to control volume.
DSP will be shared between hearing room a and b, also c and d.
BIS to reuse existing four (4) microphones in hearing room.
BIS to install two (2) ceiling speakers in the hearing room.
BIS to install one (1) document camera on client provided stand in front of the court reporters station. One (1) HDMI cable will be available for the attorney tables to share, if needed.
BIS to install two (2) PTZ cameras in the room for Zoom/WebEx/Teams meeting video.
BIS to install Cynap Core Pro for wireless presentation and Zoom/WebEx/Teams meetings.
BIS to install one (1) touch screen at judge's bench and one (1) 75" monitor on the side wall to view evidence.
BIS to install DCR 4ch recording software on client provided PC.
BIS to install XLR wall plate for court reporter to connect to for recording backup on their own equipment.

Additional Rooms:

Hearing Room B

Hearing Room B

Hearing Room C

Hearing Room D



Bill of Materials

Account Name:

Augusta-Richmond County Superior Court (GA)

Quote Name:

I - MAR 2023 - Q-8023023 - Hearing Room B Option: A - Courthouse - Augusta-Richmond County Superior Court

Quote Number:

Q-8023053

Quote Amount:

\$44,150.00

Date:

4/4/23

Quote Expiration Date:

10/4/23

Account Rep:

Dan Meyer

Account Rep Email:

dan.meyer@bisdigital.com

Account Rep Phone:

(800) 834-7674 x4518

Item	Product Code	Qty	Unit Price	Total Price
Power Amplifier 2ch. 350W 8ohms / 800W 70v Series 4	BIS-AMP-2C800-70v-S4	1.00	\$1,500.00	\$1,500.00
Dual Male XLR Input / Female XLR Output Wall Plate Kit Dante (Black)	BIS-EXTRN-AXI-22-AT-D-IO-B	1.00	\$1,080.00	\$1,080.00
8" Drop Tile Ceiling Speakers - White	BIS-SP-DTC	2.00	\$115.00	\$230.00
Surface Mount Control (For Professional Digital PA Mixer Only)	BIS-MX-SM1	1.00	\$750.00	\$750.00
HD IP PTZ Camera Fixed Dome	BIS-IP-HD-PTZ-FD	2.00	\$1,495.00	\$2,990.00
IP DVR Core License (Series 2)	BIS-IP-DVR-CS2	2.00	\$150.00	\$300.00
IP Video Decoder w/Multiview	BIS-VC-IP-VDMV	1.00	\$750.00	\$750.00
Digital Document Camera (Gen.6)	BIS-DDC-GEN6	1.00	\$4,600.00	\$4,600.00
Annotation Presentation System w/Wireless Link (Core Pro Series 2)	BIS-CYNAP-CORE-PRO	1.00	\$4,350.00	\$4,350.00
4K/60 HDMI Distribution Amplifier 1x2	BIS-EXTRN-DA2-HD-4K	1.00	\$850.00	\$850.00
4K/60 HDMI DTP Transmitter (230ft)	BIS-EXTRN-DTP-HDMI-4K-230-TX	1.00	\$650.00	\$650.00
4K/60 HDMI DTP Receiver (230ft)	BIS-EXTRN-DTP-HDMI-4K-230-RX	1.00	\$650.00	\$650.00
Fold Flat LED Touch Screen 22" (Series 4)	BIS-FD-LEDTS-22-S4	1.00	\$580.00	\$580.00
75" Commercial Display 4K	BIS-D-4K-75	1.00	\$3,750.00	\$3,750.00
40"-90" Commercial Grade Full Motion Wall Mount 150lbs Max	BIS-CGD-WMT-FM-40-90	1.00	\$799.00	\$799.00
DCR 4ch Digital A/V Recording Software (incl. 12 month SAS)	DCR-4S	1.00	\$3,057.00	\$3,057.00
DANTE Virtual Sound Card (up to 64ch)	BIS-DANTE-V64	1.00	\$149.00	\$149.00



Item	Product Code	Qty	Unit Price	Total Price
USB Gigabit NIC (10/100/1000)	BIS-NIC-GB	1.00	\$45.00	\$45.00
DANTE USB I/O Adapter (2ch)	BIS-USB-DANTE-2CHIO	1.00	\$250.00	\$250.00
CAT6 Cable Shielded Black 500'	BIS-W-CAT6-SHB-500	1.00	\$750.00	\$750.00
Speaker Wire 16AWG (Plenum) - 500ft Roll	BIS-W-SPKR-16AWG-500ft	1.00	\$215.00	\$215.00
HDMI Cable Series 2 (3ft.)	BIS-HDMI-3FT-S2	1.00	\$17.00	\$17.00
Rack Enclosure (4U)	BIS-R-4U	1.00	\$300.00	\$300.00
HDMI Cable Series 2 (15ft.)	BIS-HDMI-15FT-S2	1.00	\$33.00	\$33.00
Power Distribution System (Series 2)	BIS-PWR-DIST-S2	1.00	\$450.00	\$450.00
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USB 2.0 Cable A to B Series 2 (15 ft.)	BIS-CBL-USB2-AB15-S2	1.00	\$18.00	\$18.00
1U Rack Shelf (Series 2)	BIS-RSLF-1S2	1.00	\$110.00	\$110.00
On-site Setup, Installation and Training	SIT	1.00	\$11,880.00	\$11,880.00
Installation Supplies	BIS-INST-SUP	1.00	\$354.59	\$354.59
Shipping/Handling	S/H	1.00	\$1,823.29	\$1,823.29
Annual ON-SITE SUPPORT (Includes Hardware Replacement) - Contract to be Issued Upon Installation	NMNT-DCR	1.00	\$3,840.90	\$3,840.90
% DISCOUNT	PCT-DISCOUNT			(\$3,301.78)

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Discounts: - \$3,301.78
Total (Before Tax): \$44,150.00



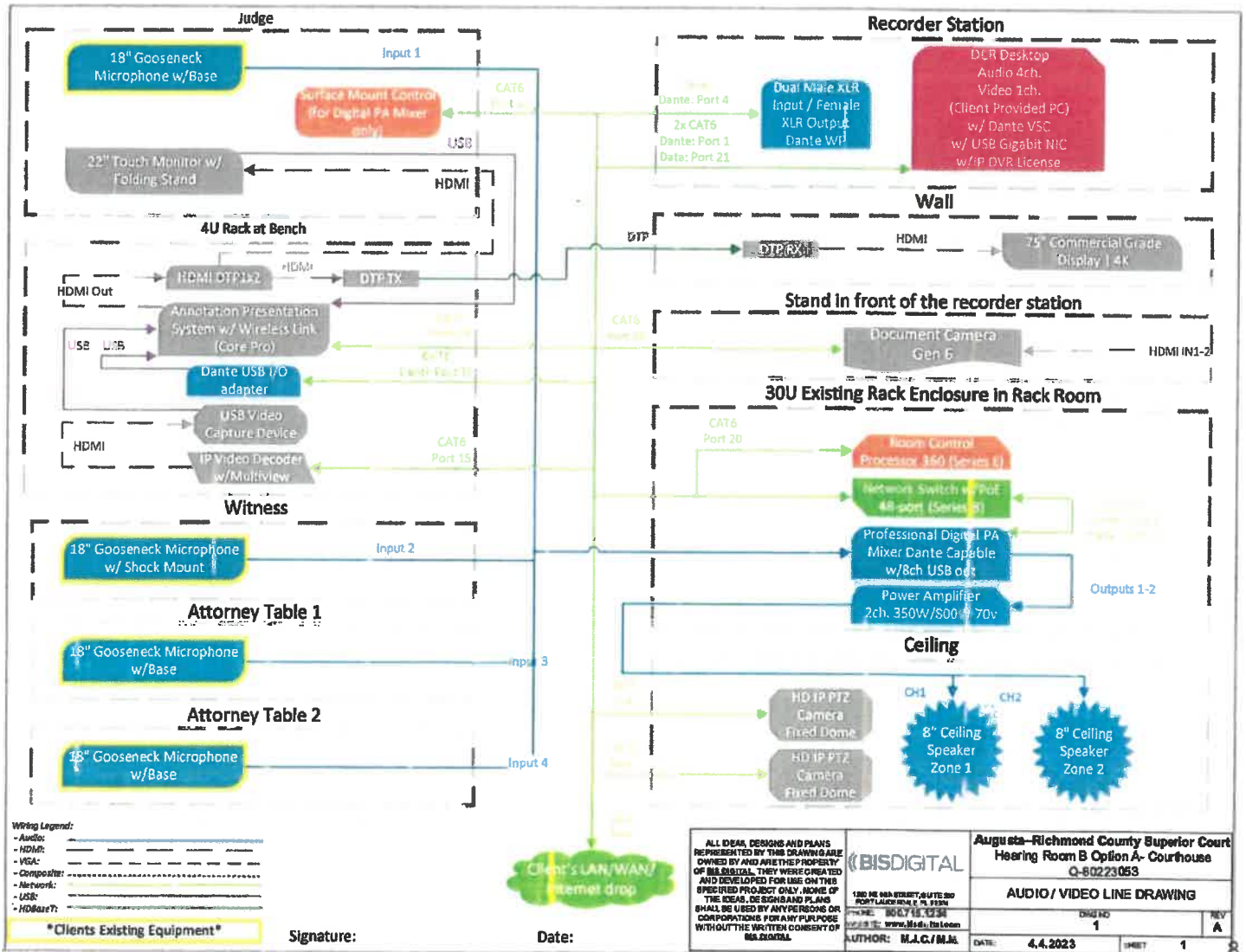
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Installation Overview

BIS Digital is committed to delivering high-quality AV systems that meet the needs of our clients; our installation process is an integral part of this commitment. The following section is a general overview of the steps we take to ensure a seamless experience. Note: The final schedule is determined with the client after a proposal is accepted and a purchase order is received.

Our installation process begins with careful planning and design to ensure that the AV system meets the needs of the end users and is properly integrated into the space. This includes conducting site surveys to assess the physical space and infrastructure, as well as working with clients to understand their specific needs and requirements. In circumstances where we are not able to conduct a technical walkthrough pre-quotation or believe the project would benefit from an additional review, we will coordinate a site survey at the client's earliest convenience. This allows us to properly assess the physical space and infrastructure, and solidify whether any site preparations need to be made in advance, such as providing lockable storage or installing power outlets as needed to support the AV system. Product orders will commence immediately following this final site review meeting and can take 2-3 weeks, depending on manufacturing and shipping times.

Once the site is prepared, BIS Digital will connect and configure all hardware and software components of the AV system. All work will be performed by BIS Digital Technicians only, with no subcontractors. This may include installing and configuring audio processors, amplifiers, and control systems, as well as integrating the AV system with other building systems as applicable. Installation times can range from two days to two weeks per room depending upon the complexity of the system and environment. Custom programming and support will be provided by BIS Digital programmers, who will be available throughout the installation period and for routine performance upgrades and maintenance through remote service. BIS Digital follows all local building codes and regulations when performing work and ensures that all components are installed safely and securely.

After all elements are installed and tested, our technicians will provide user training to ensure that all end users are comfortable operating the AV system. The scope of training will vary depending on the complexity of the project and the number of users who need to be trained. This may include hands-on training sessions, demonstrations, and the creation of user manuals or other documentation as needed. Ongoing training can also be provided through an on-site service or remote service agreement if desired. Our goal is to ensure that all end users have the knowledge and skills they need to effectively use and maintain the AV system.



Support and Service Overview

At BIS Digital, we are committed to meeting our customers' service and support requirements and honoring all product warranties. We also offer comprehensive maintenance programs that include on-site and remote support, service, and training in addition to warranty fulfillment. Complete details are available upon request.

We have a 24/7 toll-free service hotline staffed by experienced technical service representatives, as well as options for placing service calls directly on our website or by phone. In most cases, we can resolve issues over the phone or in a video conference, but there may be times when an on-site visit is necessary. We use hosted customer relationship management (CRM) software to track the performance of our supported systems and our customers' services. Our technicians receive service calls through our internal service coordinator, and the cost of service coverage depends on the customer's service agreement. When a service call is completed, an automated email is sent to the customer with the results.

To ensure that we're responding quickly and efficiently to our customer requests and service issues, we've also implemented a Service Level Management Escalation Policy that outlines how we handle different levels of severity and how we communicate with our customers. Sometimes, we may need to escalate issues for technical or managerial reasons. Technical escalations involve bringing in additional expertise to resolve technical problems as quickly as possible, while managerial escalations involve higher levels of decision-making authority to address procedural or behavioral obstacles that may be holding up the resolution of a situation.

To optimize these systems, we ask every customer to contact the Technical Support Center first:

(800) 715-1234
Support@BISDigital.com

In the event a BIS Digital technical support representative does not respond in a prompt manner (within 8 business hours), customers can escalate their service issue to the contacts below.

Account Manager – Dan Meyer
(800) 834-7674 x. 4518

Technical Services Manager – Gary Jones
(800) 834-7674 x. 4513

President – Steve Coldren
(800) 834-7674 x. 4504

Courtroom

2E



Date Monday, November 14, 2022

Quote Number Q-8021582-11.14.2022
I - OCT 2022 - 8021582 - Courtroom 2E Option A - Courthouse - Augusta-Richmond County Superior Court (GA)

Sales Consultant Dan Meyer, Account Manager
(800) 834-7674 Ext 4518 / dan.meyer@bisdigital.com

Primary Contact Nolan Martin, Court administrator
735 James Brown Blvd
Augusta, GA 30901
(706) 821-2460
mmartin@augustaga.gov (Email)

Billing Address Augusta-Richmond County Superior Court (GA) / A-1007317
735 James Brown Blvd
Augusta, GA 30901

Shipping Address Same

Wiring Required Yes

Installation Notes Upgrade Video system for seamless Zoom/WebEx integration.
Install wireless and wired presentation solution for evidence presentation.
Install document camera at podium.
Install touch screen monitors at podiums (2) and witness stand (1) for annotation.
Install two (2) cameras for Zoom/WebEx integration.
Install monitors and projector in courtroom for judge, attorney (4), jury and gallery to view evidence.
Install input switchers at attorney tables (2) and podiums (2)
Record evidence presented on client's existing DCR software license.
Ability to stream court proceedings to court YouTube channel, if desired.
Ability to share content from one room to next for overflow, as needed.
BIS to reuse existing audio amplifier and microphones in courtroom.

Client responsibilities:
Client to supply PC desktop for DCR recording software



Augusta-Richmond Superior Court – Courtroom 2E

Item	Product Code	Qty	Unit Price	Total Price
Sound system upgrade w/Dante DCR audio				
Professional Digital PA Mixer DANTE Capable w/8ch USB out and POTS/VoIP Interface	BIS-MX-DAN-USB8PV	1	\$4,950.00	\$4,950.00
DANTE Virtual Sound Card	BIS-DANTE-V64	1	\$145.00	\$145.00
USB Gigabit NIC	BIS-NIC-GB	1	\$32.00	\$32.00
Cameras				
HD IP PTZ Camera Fixed Dome	BIS-IP-HD-PTZ-FD	2	\$1,450.00	\$2,900.00
IP Video Decoder w/Multiview	BIS-VC-IP-VDMV	1	\$725.00	\$725.00
HDMI IP Video Encoder	BIS-IP-VE-HDMI-MW	4	\$499.00	\$1,996.00
Document Camera				
Digital Document Camera	BIS-DDC-GEN6	1	\$4,315.00	\$4,315.00
Evidence Video Distribution				
Annotation Presentation System w/Wireless Link (Pro)	BIS-CYNAP-PRO	1	\$7,650.00	\$7,650.00
Matrix Feature Pack for BIS-CYNAP	BIS-CYNAP-MFP	1	\$2,900.00	\$2,900.00
Annotation Presentation System Receiver	BIS-CYNAP-REC	10	\$1,925.00	\$19,250.00
Monitors/Projector				
Fold Flat LCD Touch Screen 24"	BIS-FD-LCDTS-24-S3	3	\$625.00	\$1,875.00
Commercial Grade HD Monitor (24")	BIS-CG-HD-24S6	5	\$290.00	\$1,450.00
Fixed Monitor Desk Mount	BIS-FMDM-VEA-100x100	5	\$80.00	\$400.00
5200 Lumens Projector	BIS-PRJ-5000-S2.1	1	\$3,600.00	\$3,600.00
Projector Mount for BIS-PRJ-5000-S2.1	BIS-PRJ-5000-S2.1PM	1	\$165.00	\$165.00
Commercial Grade 4K UHD Monitor (75")	BIS-CG-4KUHD-75S4	2	\$3,100.00	\$6,200.00
Full Motion Wall Mount (60"-100")	BIS-TVM-FM60/100-S2	2	\$295.00	\$590.00
Room Control System				
Room Control Gateway	BIS-RC-RCG-HW3	1	\$1,750.00	\$1,750.00
Apple iPad	BIS-iPad-32	1	\$750.00	\$750.00
iPad Security Mount (Black)	BIS-iPad-SMNT-B	1	\$135.00	\$135.00
iPad Ethernet + Power Adapter with Lightning Connector	BIS-iPAD-CON-PAL	1	\$165.00	\$165.00
Cable Cubby				
Flush Mount Cable Cubby	BIS-FM-CC-H-V-P-E	5	\$660.00	\$3,300.00
Rack/Network Equipment/Cabling				
Open Frame Rack 8U	BIS-OFR-8U-S2	1	\$120.00	\$120.00
2U Rack Shelf	BIS-RSLF-2S2	1	\$125.00	\$125.00
Network Switch w/PoE 48-port	BIS-NS-POE-48-S8	1	\$2,400.00	\$2,400.00
Rack Mountable Surge Protector	BIS-PWR-RM-SP9	1	\$160.00	\$160.00

UPS 8 Outlet/1500VA 2RU	BIS-R-UPS-1500	1	\$1,200.00	\$1,200.00
DANTE USB I/O Adapter	BIS-USB-DANTE-2CHIO	1	\$210.00	\$210.00
Microphone Wire 22AWG (Plenum)	BIS-W-MP-22AWG-500ft	1	\$120.00	\$120.00
CAT6 Cable Shielded Black	BIS-W-CAT6-SHB-500	4	\$750.00	\$3,000.00
CAT6 Patch Cable (3ft.)	BIS-CAT6-PCN200-003-BK	7	\$6.50	\$45.50
CAT6 Patch Cable (5ft.)	BIS-CAT6-PC5	2	\$15.00	\$30.00
HDMI Cable (3ft.)	BIS-HDMI-3FT-S2	15	\$16.00	\$240.00
HDMI Cable (6ft.)	BIS-HDMI-6FT-S2	3	\$19.00	\$57.00
Discount	DISCOUNT	1	(\$7,258.47)	(\$7,258.47)
Implementation Services				
Installation Supplies	BIS-INST-SUP	1	\$985.38	\$985.38
Shipping/Handling	S/H	1	\$5,175.51	\$5,175.51
On-site Setup, Installation and Training	SIT	1	\$13,500.00	\$13,500.00
Annual On-Site Service & Support	NMNT-DCR	1	\$9,147.08	\$9,147.08
			Sales Tax Rate	%
			Total (Excluding Sales Tax)	\$94,500.00



Equipment Supply

BIS Digital will furnish the equipment as specified herein. Revisions to this contract are made by approved written "Change Order". BIS reserves the right to bill for equipment as stored materials when delivery or installation is not possible. There are no additional implied or expressed operations of the system other than stated within.

Electrical Installation

The customer provided electrical contractor will install all AC power, relay switches & conduit as required for the proposed systems. If required, the customer provided electrician will be responsible for providing and hanging all rigid electrical junction boxes, conduit and installing same. BIS Digital has recommended and asked for Dedicated Electrical Power to be installed at the head-end, controlled end-user equipment or at the same location of final control(s). Dedicated Power shall be the responsibility of the end-user and any external noise or factors creating noise within the systems not exposed by installed electronic equipment shall not be BIS Digital, Inc. responsibility and shall not be reason for any hold-backs whatsoever by any party.

Equipment Installation and Head End Connections

BIS technicians will install all specified equipment and make all final circuit terminations in the head-end equipment racks. The customer will provide all custom carpentry or custom room preparations as required prior to the installation. The customer will provide scaffold or high reach for all installation work in ceilings over fourteen feet. All network connection(s) are to be provided by the customer. Any changes, alterations or deviations from the Equipment and installation obligations specified herein involving extra cost for labor or material will be executed only on written orders for the same. The cost of any added labor or material will become an extra charge over and above the total specified on the Agreement.

Date	Monday, November 14, 2022
Quote Number	Q-8021582-11.14.2022
Account Name	Augusta-Richmond County Superior Court (GA)
Total (Excluding Sales Tax)	\$94,500.00

Effective Period	This proposal is a firm offer for 30 days from quote date Monday, November 14, 2022.
Tax Status	Sales tax will be added to invoice unless Tax Exempt Form is on file with BIS Digital.
Payment Terms	<p>Deposit: All orders above \$5,000 require a 50% deposit. Once the order and deposit is confirmed (received) by BIS Digital, scheduling of the installation / and shipment of goods will occur.</p> <p>Balance: The remaining balance is to be paid on the completion of the installation. (delivery of goods at customer site)</p>
Install Cancellation	If customer cancels (or postpones) a mutually agreed upon installation date, BIS Digital reserves the right to ship to customer and invoice for hardware, software or other materials procured for the project.
Restocking Fee	20% restocking fee will be charged for all cancelled orders
Site Preparation	Customer is required to supply all conduit and cable pulls not listed on this quote. Customer will be responsible for any additional wiring or installation supplies needed during installation.
Training	BIS Digital will provide full training of all system users per agreed training schedule.
Limited Warranty	All BIS supplied new systems (Hardware & Software) are covered for 90 days following date of installation/delivery. Warranty does not cover On-Site Technical Support, Shipping costs, or Software upgrades (See Software Assurance below).

This signature and Purchase Order number states acceptance to the above price, terms and conditions, authorizing BIS Digital, Inc. to order, install and bill for the above equipment.

*** Accounts Payable Information * Required for order to be processed***

Is a Purchase Order required for processing? **P.O. #**

Courtroom

2F



Date Wednesday, November 16, 2022

Quote Number Q-8021696-11.16.2022
I - NOV 2022 - 8021696 - Courtroom 2F Option A - Courthouse - Augusta-
Richmond County Superior Court (GA)

Sales Consultant Dan Meyer, Account Manager
(800) 834-7674 Ext 4518 / dan.meyer@bisdigital.com

Primary Contact Nolan Martin, Court administrator
735 James Brown Blvd
Augusta, GA 30901
(706) 821-2460
mmartin@augustaga.gov (Email)

Billing Address Augusta-Richmond County Superior Court (GA) / A-1007317
735 James Brown Blvd
Augusta, GA 30901

Shipping Address

Users To Train

Installation Notes Upgrade Video system for seamless Zoom/WebEx integration.
Install wireless and wired presentation solution for evidence presentation.
Install document camera at podium.
Install touch screen monitors at podiums (2) and witness stand (1) for
annotation.
Install two (2) cameras for Zoom/WebEx integration.
Install monitors and projector in courtroom for judge, attorney (2), jury and
gallery to view evidence.
Install input switchers at attorney tables (2) and podiums (2)
Record evidence presented on client's existing DCR software license.
Ability to stream court proceedings to court YouTube channel, if desired.
Ability to share content from one room to next for overflow, as needed.
BIS to reuse existing audio amplifier and microphones in courtroom.

Client responsibilities:
Client to supply PC desktop for DCR recording software

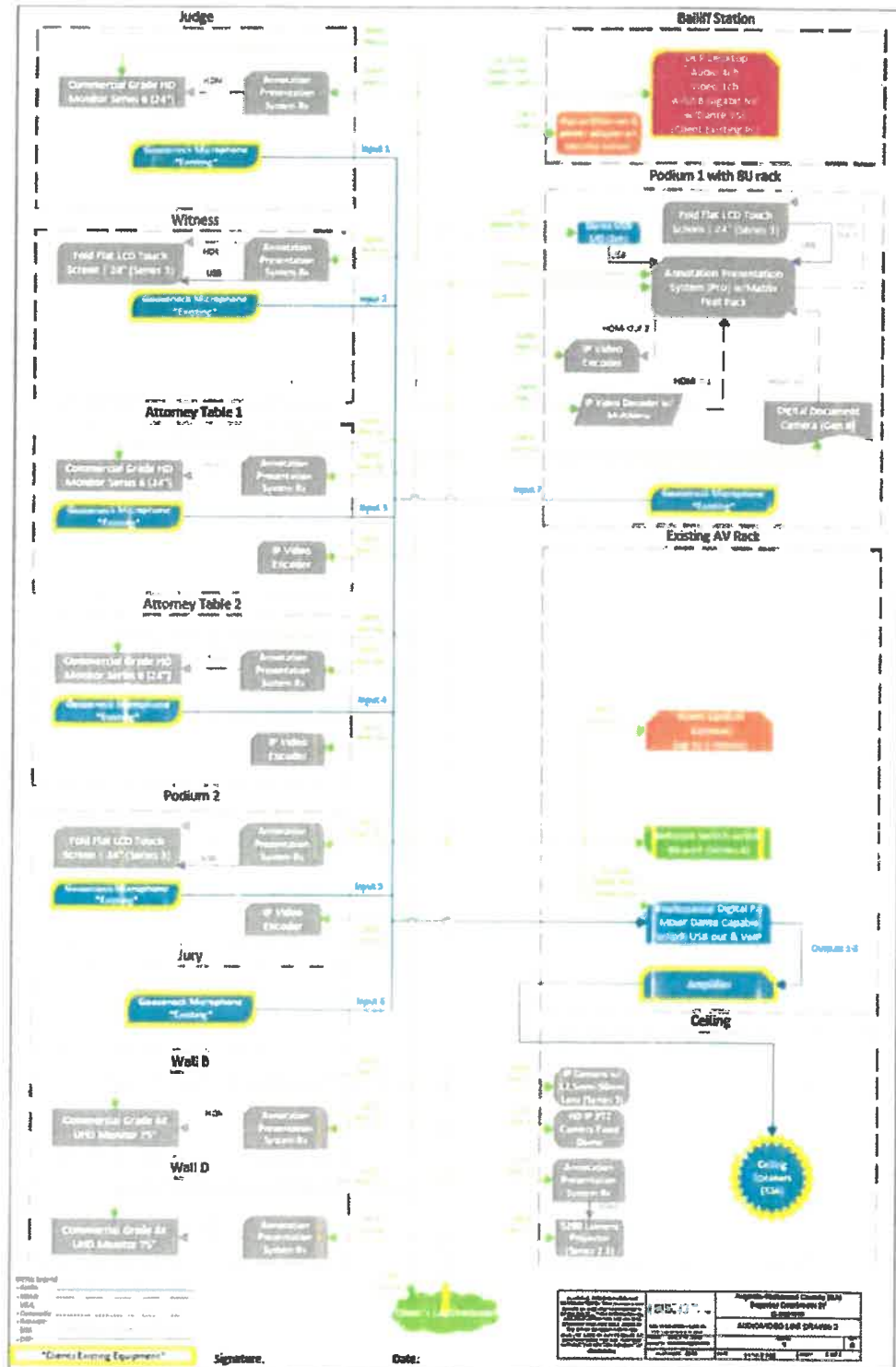


Augusta-Richmond County Superior Court – Courtroom 2F				
Item	Product Code	Qty	Unit Price	Total Price
Sound system upgrade w/Dante DCR audio				
Professional Digital PA Mixer DANTE Capable w/8ch USB out and POTS/VoIP Interface	BIS-MX-DAN-USB8PV	1	\$4,950.00	\$4,950.00
DANTE Virtual Sound Card	BIS-DANTE-V64	1	\$145.00	\$145.00
USB Gigabit NIC	BIS-NIC-GB	1	\$32.00	\$32.00
Cameras				
HD IP PTZ Camera Fixed Dome	BIS-IP-HD-PTZ-FD	2	\$1,450.00	\$2,900.00
IP Video Decoder w/Multiview	BIS-VC-IP-VDMV	1	\$725.00	\$725.00
HDMI IP Video Encoder	BIS-IP-VE-HDMI-MW	4	\$499.00	\$1,996.00
Document Camera				
Digital Document Camera	BIS-DDC-GEN6	1	\$4,315.00	\$4,315.00
Evidence Video Distribution				
Annotation Presentation System w/Wireless Link	BIS-CYNAP-PRO	1	\$7,650.00	\$7,650.00
Matrix Feature Pack for BIS-CYNAP	BIS-CYNAP-MFP	1	\$2,900.00	\$2,900.00
Annotation Presentation System Receiver	BIS-CYNAP-REC	8	\$1,925.00	\$15,400.00
Monitors/Projector				
5200 Lumens Projector	BIS-PRJ-5000-S2.1	1	\$3,600.00	\$3,600.00
Projector Mount for BIS-PRJ-5000-S2.1	BIS-PRJ-5000-S2.1PM	1	\$165.00	\$165.00
Fold Flat LCD Touch Screen 24"	BIS-FD-LCDTS-24-S3	3	\$625.00	\$1,875.00
Commercial Grade HD Monitor (24")	BIS-CG-HD-24S6	3	\$290.00	\$870.00
Fixed Monitor Desk Mount 100x100 VESA	BIS-FMDM-VEA-100x100	3	\$80.00	\$240.00
Commercial Grade 4K UHD Monitor (75")	BIS-CG-4KUHD-75S4	2	\$3,100.00	\$6,200.00
Full Motion Wall Mount (60"-100")	BIS-TVM-FM60/100-S2	2	\$295.00	\$590.00
Room Control System				
Room Control Gateway	BIS-RC-RCG-HW3	1	\$1,750.00	\$1,750.00
Apple iPad	BIS-iPad-32	1	\$750.00	\$750.00
iPad Security Mount (Black)	BIS-iPad-SMNT-B	1	\$135.00	\$135.00
iPad Ethernet + Power Adapter with Lightning Connector	BIS-iPAD-CON-PAL	1	\$165.00	\$165.00
DANTE USB I/O Adapter	BIS-USB-DANTE-2CHIO	1	\$210.00	\$210.00
Cable Cubby				
Flush Mount Cable Cubby	BIS-FM-CC-H-V-P-E	5	\$660.00	\$3,300.00
Rack/Network Equipment/Cabling				
Open Frame Rack 8U	BIS-OFR-8U-S2	1	\$120.00	\$120.00
2U Rack Shelf	BIS-RSLF-2S2	1	\$125.00	\$125.00
Network Switch w/PoE 48-port	BIS-NS-POE-48-S8	1	\$2,400.00	\$2,400.00

Rack Mountable Surge Protector	BIS-PWR-RM-SP9	1	\$160.00	\$160.00
UPS 8 Outlet/1500VA 2RU	BIS-R-UPS-1500	1	\$1,200.00	\$1,200.00
Microphone Wire 22AWG (Plenum)	BIS-W-MP-22AWG-500ft	1	\$120.00	\$120.00
CAT6 Cable Shielded Black	BIS-W-CAT6-SHB-500	4	\$750.00	\$3,000.00
HDMI Cable (3ft.)	BIS-HDMI-3FT-S2	13	\$16.00	\$208.00
HDMI Cable (6ft.)	BIS-HDMI-6FT-S2	1	\$18.00	\$18.00
CAT6 Patch Cable (3ft.)	BIS-CAT6-PCN200-003-BK	4	\$6.50	\$26.00
CAT6 Patch Cable (5ft.)	BIS-CAT6-PC5	2	\$15.00	\$30.00
Discount	DISCOUNT	1	(\$6,594.79)	(\$6,594.79)
Implementation Services				
Installation Supplies	BIS-INST-SUP	1	\$925.13	\$925.13
Shipping/Handling	S/H	1	\$4,843.66	\$4,843.66
On-site Setup, Installation and Training	SIT	1	\$13,500.00	\$13,500.00
Annual On-Site Service & Support	NMNT-DCR	1	\$8,556.00	\$8,556.00
			Sales Tax Rate	%
			Total (Excluding Sales Tax)	\$89,500.00

BISDIGITAL

Wiring Diagram



**Equipment Supply**

BIS Digital will furnish the equipment as specified herein. Revisions to this contract are made by approved written "Change Order". BIS reserves the right to bill for equipment as stored materials when delivery or installation is not possible. There are no additional implied or expressed operations of the system other than stated within.

Electrical Installation

The customer provided electrical contractor will install all AC power, relay switches & conduit as required for the proposed systems. If required, the customer provided electrician will be responsible for providing and hanging all rigid electrical junction boxes, conduit and installing same. BIS Digital has recommended and asked for Dedicated Electrical Power to be installed at the head-end, controlled end-user equipment or at the same location of final control(s). Dedicated Power shall be the responsibility of the end-user and any external noise or factors creating noise within the systems not exposed by installed electronic equipment shall not be BIS Digital, Inc. responsibility and shall not be reason for any hold-backs whatsoever by any party.

Equipment Installation and Head End Connections

BIS technicians will install all specified equipment and make all final circuit terminations in the head-end equipment racks. The customer will provide all custom carpentry or custom room preparations as required prior to the installation. The customer will provide scaffold or high reach for all installation work in ceilings over fourteen feet. All network connection(s) are to be provided by the customer. Any changes, alterations or deviations from the Equipment and installation obligations specified herein involving extra cost for labor or material will be executed only on written orders for the same. The cost of any added labor or material will become an extra charge over and above the total specified on the Agreement.

Date	Wednesday, November 16, 2022
Quote Number	Q-8021696-11.16.2022
Account Name	Augusta-Richmond County Superior Court (GA)
Total (Excluding Sales Tax)	\$89,500.00

Effective Period	This proposal is a firm offer for 30 days from quote date Wednesday, November 16, 2022.
Tax Status	Sales tax will be added to invoice unless Tax Exempt Form is on file with BIS Digital.
Payment Terms	Deposit: All orders above \$5,000 require a 50% deposit. Once the order and deposit is confirmed (received) by BIS Digital, scheduling of the installation / and shipment of goods will occur. Balance: The remaining balance is to be paid on the completion of the installation. (delivery of goods at customer site)
Install Cancellation	If customer cancels (or postpones) a mutually agreed upon installation date, BIS Digital reserves the right to ship to customer and invoice for hardware, software or other materials procured for the project.
Restocking Fee	20% restocking fee will be charged for all cancelled orders
Site Preparation	Customer is required to supply all conduit and cable pulls not listed on this quote. Customer will be responsible for any additional wiring or installation supplies needed during installation.
Training	BIS Digital will provide full training of all system users per agreed training schedule.
Limited Warranty	All BIS supplied new systems (Hardware & Software) are covered for 90 days following date of installation/delivery. Warranty does not cover On-Site Technical Support, Shipping costs, or Software upgrades (See Software Assurance below).

This signature and Purchase Order number states acceptance to the above price, terms and conditions, authorizing BIS Digital, Inc. to order, install and bill for the above equipment.

Signature _____ Date _____

Email Address	Fax #
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572

Courtroom 3E



Date	Wednesday, January 25, 2023
Quote Number	Q-8022235-1.25.2023 I - JAN 2023 - 8022235 - Courtroom 3E Option A - Courthouse - Augusta-Richmond County Superior Court (GA)
Sales Consultant	Dan Meyer, Account Manager (800) 834-7674 / dan.meyer@bisdigital.com
Primary Contact	Nolan Martin, Court Administrator 735 James Brown Blvd Augusta, GA 30901 (706)-821-2387 nmartin@augustaga.gov (Email)
Billing Address	Augusta-Richmond County Superior Court (GA) / A-1007317 735 James Brown Blvd Augusta, GA 30901
Shipping Address	Same
Users To Train	TBD
Wiring Required	Yes
Installation Notes	<p>Upgrade Video system for seamless WebEx integration.</p> <p>Install wireless and wired presentation solution for evidence presentation.</p> <p>Install document camera at podium. Install touch screen monitors at podiums (2) and witness stand (1) for annotation.</p> <p>Install two (2) cameras for Zoom/WebEx integration.</p> <p>Install monitors and projector in courtroom for judge, attorney (2), jury and gallery to view evidence. Install input switchers at attorney tables (2) and podiums (2)</p> <p>Record evidence presented on client's existing DCR software license.</p> <p>Ability to stream court proceedings to court YouTube channel, if desired.</p> <p>Ability to share content from one room to next for overflow, as needed.</p> <p>BIS to reuse existing audio amplifier and microphones in courtroom.</p> <p>Client responsibilities:</p> <p>Client to supply PC desktop for DCR recording software</p>

[illegible]



Augusta-Richmond County Superior Courtroom 3E				
Item	Product Code	Qty	Unit Price	Total Price
Sound System Upgrade w/DCR Recording				
Professional Digital PA Mixer DANTE Capable w/8ch USB out and POTS/VoIP Interface	BIS-MX-DAN-USB8PV	1	\$4,950.00	\$4,950.00
DANTE Virtual Sound Card	BIS-DANTE-V64	1	\$145.00	\$145.00
USB Gigabit NIC	BIS-NIC-GB	1	\$32.00	\$32.00
Cameras				
HD IP PTZ Camera Fixed Dome	BIS-IP-HD-PTZ-FD	2	\$1,450.00	\$2,900.00
IP Video Decoder w/Multiview	BIS-VC-IP-VDMV	1	\$725.00	\$725.00
HMDI Input Switchers				
HDMI IP Video Encoder	BIS-IP-VE-HDMI-MW	4	\$499.00	\$1,996.00
Document Camera				
Digital Document Camera	BIS-DDC-GEN6	1	\$4,315.00	\$4,315.00
Wired/Wireless Presentation/WebEx integration/Video Distribution				
Annotation Presentation System w/Wireless Link (Pro)	BIS-CYNAP-PRO	1	\$7,650.00	\$7,650.00
Matrix Feature Pack for BIS-CYNAP	BIS-CYNAP-MFP	1	\$2,900.00	\$2,900.00
Annotation Presentation System Receiver	BIS-CYNAP-REC	8	\$1,925.00	\$15,400.00
Projector				
5200 Lumens Projector	BIS-PRJ-5000-S2.1	1	\$3,600.00	\$3,600.00
Projector Mount for BIS-PRJ-5000-S2.1	BIS-PRJ-5000-S2.1PM	1	\$165.00	\$165.00
Monitors				
Fold Flat LCD Touch Screen 24"	BIS-FD-LCDTS-24-S3	3	\$625.00	\$1,875.00
Commercial Grade HD Monitor (24")	BIS-CG-HD-24S6	3	\$290.00	\$870.00
Fixed Monitor Desk Mount 100x100 VESA	BIS-FMDM-VEA-100x100	1	\$80.00	\$80.00
25.6" Swing-Arm Monitor Desk Mount 100x100 VESA	BIS-SWDM-VEA-100x100	2	\$349.00	\$698.00
Commercial Grade 4K UHD Monitor (75")	BIS-CG-4KUHD-75S4	2	\$3,100.00	\$6,200.00
Full Motion Wall Mount (60"-100")	BIS-TVM-FM60/100-S2	2	\$295.00	\$590.00
Room Control w/iPad				
Room Control Gateway	BIS-RC-RCG-HW3	1	\$1,750.00	\$1,750.00
Apple iPad	BIS-iPad-32	1	\$750.00	\$750.00
iPad Security Mount (Black)	BIS-iPad-SMNT-B	1	\$135.00	\$135.00
iPad Ethernet + Power Adapter with Lightning Connector	BIS-IPAD-CON-PAL	1	\$165.00	\$165.00
DANTE USB I/O Adapter	BIS-USB-DANTE-2CHIO	1	\$210.00	\$210.00



Cable Cubbies				
Flush-Mount Cable Cubby	BIS-FM-CC-H-V-P-E	5	\$660.00	\$3,300.00
Rack/Networking equipment/Cabling				
Open Frame Rack 8U	BIS-OFR-8U-S2	1	\$120.00	\$120.00
Power Distribution System	BIS-PWR-DIST-S2	1	\$419.99	\$419.99
2U Rack Shelf	BIS-RSLF-2S2	1	\$125.00	\$125.00
Network Switch w/PoE 48-port	BIS-NS-POE-48-S8	1	\$2,400.00	\$2,400.00
Rack Mountable Surge Protector	BIS-PWR-RM-SP9	1	\$160.00	\$160.00
UPS 8 Outlet/1500VA 2RU	BIS-R-UPS-1500	1	\$1,200.00	\$1,200.00
Microphone Wire 22AWG (Plenum)	BIS-W-MP-22AWG-500ft	1	\$120.00	\$120.00
CAT6 Cable Shielded Black	BIS-W-CAT6-SHB-500	4	\$750.00	\$3,000.00
HDMI Cable (3ft.)	BIS-HDMI-3FT-S2	13	\$16.00	\$208.00
HDMI Cable (6ft.)	BIS-HDMI-6FT-S2	1	\$19.00	\$19.00
CAT6 Patch Cable (3ft.)	BIS-CAT6-PCN200-003-BK	4	\$6.50	\$26.00
CAT6 Patch Cable (5ft.)	BIS-CAT6-PC5	2	\$15.00	\$30.00
% DISCOUNT	PCT-DISCOUNT	1	(\$7,155.29)	(\$7,155.29)
Implmentation Services				
Installation Supplies	BIS-INST-SUP	1	\$1,038.43	\$1,038.43
Shipping/Handling	S/H	1	\$4,918.72	\$4,918.72
On-site Setup, Installation and Training	SIT	1	\$14,850.00	\$14,850.00
AnnualOn-Site Service & Support	NMNT-DCR	1	\$8,619.15	\$8,619.15
			Sales Tax Rate	%
			Total (Excluding Sales Tax)	\$91,500.00



Equipment Supply

BIS Digital will furnish the equipment as specified herein. Revisions to this contract are made by approved written "Change Order". BIS reserves the right to bill for equipment as stored materials when delivery or installation is not possible. There are no additional implied or expressed operations of the system other than stated within.

Electrical Installation

The customer provided electrical contractor will install all AC power, relay switches & conduit as required for the proposed systems. If required, the customer provided electrician will be responsible for providing and hanging all rigid electrical junction boxes, conduit and installing same. BIS Digital has recommended and asked for Dedicated Electrical Power to be installed at the head-end, controlled end-user equipment or at the same location of final control(s). Dedicated Power shall be the responsibility of the end-user and any external noise or factors creating noise within the systems not exposed by installed electronic equipment shall not be BIS Digital, Inc. responsibility and shall not be reason for any hold-backs whatsoever by any party.

Equipment Installation and Head End Connections

BIS technicians will install all specified equipment and make all final circuit terminations in the head-end equipment racks. The customer will provide all custom carpentry or custom room preparations as required prior to the installation. The customer will provide scaffold or high reach for all installation work in ceilings over fourteen feet. All network connection(s) are to be provided by the customer. Any changes, alterations or deviations from the Equipment and installation obligations specified herein involving extra cost for labor or material will be executed only on written orders for the same. The cost of any added labor or material will become an extra charge over and above the total specified on the Agreement.

Date	Wednesday, January 25, 2023
Quote Number	Q-8022235-1.25.2023
Account Name	Augusta-Richmond County Superior Court (GA)
Total (Excluding Sales Tax)	\$91,500.00

Effective Period	This proposal is a firm offer for 30 days from quote date Wednesday, January 25, 2023.
Tax Status	Sales tax will be added to invoice unless Tax Exempt Form is on file with BIS Digital.
Payment Terms	Deposit: All orders above \$5,000 require a 50% deposit. Once the order and deposit is confirmed (received) by BIS Digital, scheduling of the installation / and shipment of goods will occur. Balance: The remaining balance is to be paid on the completion of the installation. (delivery of goods at customer site)
Install Cancellation	If customer cancels (or postpones) a mutually agreed upon installation date, BIS Digital reserves the right to ship to customer and invoice for hardware, software or other materials procured for the project.
Restocking Fee	20% restocking fee will be charged for all cancelled orders
Site Preparation	Customer is required to supply all conduit and cable pulls not listed on this quote. Customer will be responsible for any additional wiring or installation supplies needed during installation.
Training	BIS Digital will provide full training of all system users per agreed training schedule.
Limited Warranty	All BIS supplied new systems (Hardware & Software) are covered for 90 days following date of installation/delivery. Warranty does not cover On-Site Technical Support, Shipping costs, or Software upgrades (See Software Assurance below).

This signature and Purchase Order number states acceptance to the above price, terms and conditions, authorizing BIS Digital, Inc. to order, install and bill for the above equipment.

*** Accounts Payable Information * Required for order to be processed***

Is a Purchase Order required for processing? _____ **P.O. #** _____

Courtroom

3H



Date Wednesday, January 25, 2023

Quote Number Q-8022236-1.25.2023
I - JAN 2023 - 8022236 - Courtroom 3H Option A - Courthouse - Augusta-Richmond Superior Court (GA)

Sales Consultant Dan Meyer, Account Manager
(800) 834-7674 / dan.meyer@bisdigital.com

Primary Contact Nolan Martin, Court Administrator
735 James Brown Blvd
Augusta, GA 30901
(706) 821-2387
nmartin@augustaga.gov (Email)

Billing Address Augusta-Richmond County Superior Court (GA) / A-1007317
735 James Brown Blvd
Augusta, GA 30901

Shipping Address Same

Users To Train TBD

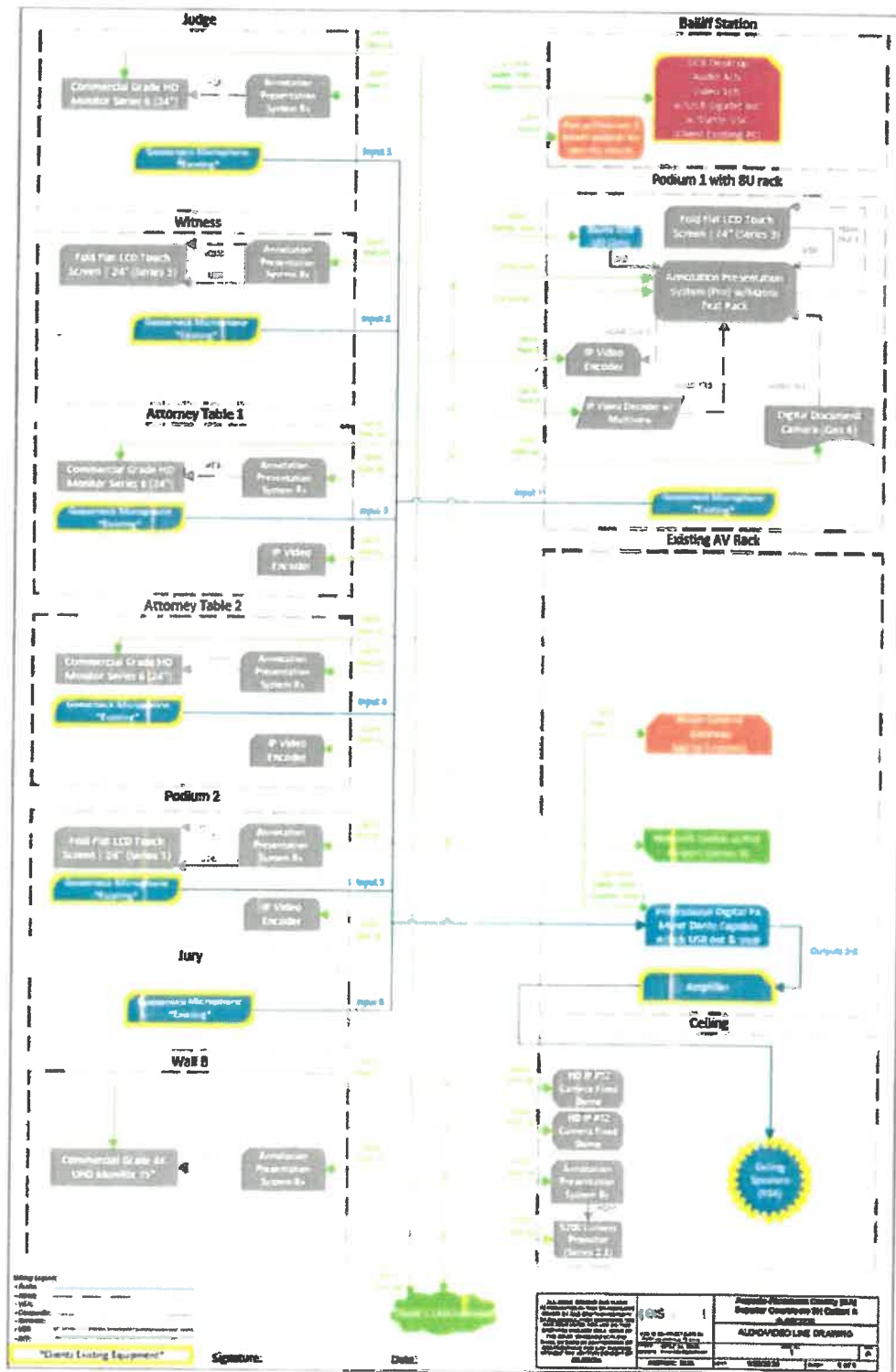
Wiring Required Yes

Installation Notes Upgrade Video system for seamless WebEx integration.
Install wireless and wired presentation solution for evidence presentation.
Install document camera at podium.
Install touch screen monitors at podiums (2) and witness stand (1) for annotation.
Install two (2) PTZ cameras for WebEx integration.
Install monitors and projector in courtroom for judge, attorney (2), jury and gallery to view evidence.
Install input switchers at attorney tables (2) and podiums (2)
Record evidence presented on client's existing DCR software license.
Ability to stream court proceedings to court YouTube channel, if desired.
Ability to share content from one room to next for overflow, as needed.
BIS to reuse existing audio amplifier and microphones in courtroom.

Client responsibilities:
Client to supply PC desktop for DCR recording software



Wiring Diagram





Augusta-Richmond County Superior Courtroom 3H				
Item	Product Code	Qty	Unit Price	Total Price
Sound system upgrade w/DCR recording				
Professional Digital PA Mixer DANTE Capable w/8ch USB out and POTS/VoIP Interface	BIS-MX-DAN-USB8PV	1	\$4,950.00	\$4,950.00
DANTE Virtual Sound Card	BIS-DANTE-V64	1	\$145.00	\$145.00
USB Gigabit NIC	BIS-NIC-GB	1	\$32.00	\$32.00
Cameras				
HD IP PTZ Camera Fixed Dome	BIS-IP-HD-PTZ-FD	2	\$1,450.00	\$2,900.00
IP Video Decoder w/Multiview	BIS-VC-IP-VDMV	1	\$725.00	\$725.00
HDMI Input switchers				
HDMI IP Video Encoder	BIS-IP-VE-HDMI-MW	4	\$499.00	\$1,996.00
Document Camera				
Digital Document Camera	BIS-DDC-GEN6	1	\$4,315.00	\$4,315.00
Wired/Wireless Presentation w/WebEx integration/Video Distribution				
Annotation Presentation System w/Wireless Link (Pro)	BIS-CYNAP-PRO	1	\$7,650.00	\$7,650.00
Matrix Feature Pack for BIS-CYNAP	BIS-CYNAP-MFP	1	\$2,900.00	\$2,900.00
Annotation Presentation System Receiver	BIS-CYNAP-REC	7	\$1,925.00	\$13,475.00
Projector				
5200 Lumens Projector	BIS-PRJ-5000-S2.1	1	\$3,600.00	\$3,600.00
Projector Mount for BIS-PRJ-5000-S2.1	BIS-PRJ-5000-S2.1PM	1	\$165.00	\$165.00
Monitors				
Fold Flat LCD Touch Screen 24" <ul style="list-style-type: none"> Witness Podium 1 Podium 2 	BIS-FD-LCDTS-24-S3	3	\$625.00	\$1,875.00
Commercial Grade HD Monitor (24") <ul style="list-style-type: none"> Attorney table Attorney table Judge bench 	BIS-CG-HD-24S6	3	\$290.00	\$870.00
Fixed Monitor Desk Mount 100x100 VESA <ul style="list-style-type: none"> Judge bench 	BIS-FMDM-VEA-100x100	1	\$80.00	\$80.00
25.6" Swing-Arm Monitor Desk Mount 100x100 VESA <ul style="list-style-type: none"> Attorney table Attorney table 	BIS-SWDM-VEA-100x100	2	\$349.00	\$698.00
Commercial Grade 4K UHD Monitor (75") <ul style="list-style-type: none"> Gallery 	BIS-CG-4KUHD-75S4	1	\$3,100.00	\$3,100.00
Full Motion Wall Mount (60"-100")	BIS-TVM-FM60/100-S2	1	\$295.00	\$295.00

BISDIGITAL

Room Control w/iPad				
Room Control Gateway	BIS-RC-RCG-HW3	1	\$1,750.00	\$1,750.00
Apple iPad	BIS-iPad-32	1	\$750.00	\$750.00
iPad Security Mount (Black)	BIS-iPad-SMNT-B	1	\$135.00	\$135.00
iPad Ethernet + Power Adapter with Lightning Connector	BIS-iPAD-CON-PAL	1	\$165.00	\$165.00
DANTE USB I/O Adapter	BIS-USB-DANTE-2CHIO	1	\$210.00	\$210.00
Cable Cubbies				
Flush Mount Cable Cubby	BIS-FM-CC-H-V-P-E	5	\$660.00	\$3,300.00
• Attorney tables/Podiums				
Rack/Network equipment/Cabling				
Open Frame Rack 8U	BIS-OFR-8U-S2	1	\$120.00	\$120.00
Rack Mountable Surge Protector	BIS-PWR-RM-SP9	1	\$160.00	\$160.00
UPS 8 Outlet/1500VA 2RU	BIS-R-UPS-1500	1	\$1,200.00	\$1,200.00
2U Rack Shelf	BIS-RSLF-2S2	1	\$125.00	\$125.00
Network Switch w/PoE 48-port	BIS-NS-POE-48-S8	1	\$2,400.00	\$2,400.00
Power Distribution System	BIS-PWR-DIST-S2	1	\$419.99	\$419.99
Microphone Wire 22AWG (Plenum)	BIS-W-MP-22AWG-500ft	1	\$120.00	\$120.00
CAT6 Cable Shielded Black	BIS-W-CAT6-SHB-500	4	\$750.00	\$3,000.00
HDMI Cable (3ft.)	BIS-HDMI-3FT-S2	13	\$16.00	\$208.00
HDMI Cable (6ft.)	BIS-HDMI-6FT-S2	1	\$19.00	\$19.00
CAT6 Patch Cable (3ft.)	BIS-CAT6-PCN200-003-BK	4	\$6.50	\$26.00
CAT6 Patch Cable (5ft.)	BIS-CAT6-PC5	2	\$15.00	\$30.00
% DISCOUNT	PCT-DISCOUNT	1	(\$6,588.75)	(\$6,588.75)
Implementation Services				
Installation Supplies	BIS-INST-SUP	1	\$958.63	\$958.63
Shipping/Handling	S/H	1	\$4,540.73	\$4,540.73
On-site Setup, Installation and Training	SIT	1	\$14,850.00	\$14,850.00
Annual On-Site Service & Support	NMNT-DCR	1	\$8,330.40	\$8,330.40
			Sales Tax Rate	%
			Total (Excluding Sales Tax)	\$86,000.00



Equipment Supply

BIS Digital will furnish the equipment as specified herein. Revisions to this contract are made by approved written "Change Order". BIS reserves the right to bill for equipment as stored materials when delivery or installation is not possible. There are no additional implied or expressed operations of the system other than stated within.

Electrical Installation

The customer provided electrical contractor will install all AC power, relay switches & conduit as required for the proposed systems. If required, the customer provided electrician will be responsible for providing and hanging all rigid electrical junction boxes, conduit and installing same. BIS Digital has recommended and asked for Dedicated Electrical Power to be installed at the head-end, controlled end-user equipment or at the same location of final control(s). Dedicated Power shall be the responsibility of the end-user and any external noise or factors creating noise within the systems not exposed by installed electronic equipment shall not be BIS Digital, Inc. responsibility and shall not be reason for any hold-backs whatsoever by any party.

Equipment Installation and Head End Connections

BIS technicians will install all specified equipment and make all final circuit terminations in the head-end equipment racks. The customer will provide all custom carpentry or custom room preparations as required prior to the installation. The customer will provide scaffold or high reach for all installation work in ceilings over fourteen feet. All network connection(s) are to be provided by the customer. Any changes, alterations or deviations from the Equipment and installation obligations specified herein involving extra cost for labor or material will be executed only on written orders for the same. The cost of any added labor or material will become an extra charge over and above the total specified on the Agreement.

Date	Wednesday, January 25, 2023
Quote Number	Q-8022236-1.25.2023
Account Name	Augusta-Richmond County Superior Court (GA)
Total (Excluding Sales Tax)	\$86,000.00

Effective Period	This proposal is a firm offer for 30 days from quote date Wednesday, January 25, 2023.
Tax Status	Sales tax will be added to invoice unless Tax Exempt Form is on file with BIS Digital.
Payment Terms	Deposit: All orders above \$5,000 require a 50% deposit. Once the order and deposit is confirmed (received) by BIS Digital, scheduling of the installation / and shipment of goods will occur. Balance: The remaining balance is to be paid on the completion of the installation. (delivery of goods at customer site)
Install Cancellation	If customer cancels (or postpones) a mutually agreed upon installation date, BIS Digital reserves the right to ship to customer and invoice for hardware, software or other materials procured for the project.
Restocking Fee	20% restocking fee will be charged for all cancelled orders
Site Preparation	Customer is required to supply all conduit and cable pulls not listed on this quote. Customer will be responsible for any additional wiring or installation supplies needed during installation.
Training	BIS Digital will provide full training of all system users per agreed training schedule.
Limited Warranty	All BIS supplied new systems (Hardware & Software) are covered for 90 days following date of installation/delivery. Warranty does not cover On-Site Technical Support, Shipping costs, or Software upgrades (See Software Assurance below).

This signature and Purchase Order number states acceptance to the above price, terms and conditions, authorizing BIS Digital, Inc. to order, install and bill for the above equipment.

*** Accounts Payable Information * Required for order to be processed***

Is a Purchase Order required for processing? _____ P.O. # _____

Burke County Courthouse

Courtrooms 1 and 4



Proposal Information

Title of Proposal:

Burke County Superior/State Courtroom Upgrades

Proposal Total:

\$59,000.00

BIS Digital Proposal Reference ID:

P-2300009

Intended Recipient Name (Attention To):

Mr. Nolan Martin

Drop-off Location (Building Name):

Burke County Courthouse

Delivery Address:

200 E 6th St
Waynesboro, Georgia, 30830

Submitting Organization Information

Name:

Business Information Systems, Inc. DBA: BIS Digital

Address:

1350 NE 56th Street, Suite 300
Fort Lauderdale, FL 33334

Phone:

(800) 834-7674
(954) 493-7377

Email:

sales@bisdigital.com

Account Manager Phone:

(800) 834-7674 x. 4518

Website:

www.bisdigital.com

Fax:

(877) 858-5611

Account Manager:

Dan Meyer

Date:

Wednesday, February 1, 2023

A handwritten signature in dark ink, appearing to read "Dan Meyer".



Proposal Terms and Conditions

Proposal ID	P-2300009
Effective Period	This proposal is valid through 07-31-2023.
Tax Status	<p>Sales tax will be added to an invoice unless a Tax-Exempt Form is on file with the BIS Digital corporate office.</p> <p>All orders above \$5,000 require a 50% deposit. Once the deposit for an order is received by BIS Digital, installation scheduling and shipment of goods will occur.</p>
Payment Terms	Payment for the delivery of goods is due upon the transfer of possession of the goods to the buyer or its agent. Payment of services is due when all services have been fully performed in accordance with the terms of the agreement. The buyer shall promptly inspect the goods or services upon receipt and shall notify BIS Digital of any defects or non-conformities. An ACH number will be provided for payment.
Cancellation	<p>In the event a customer cancels or postpones an order after a deposit has been received, BIS Digital reserves the right to invoice for hardware, software, shipping costs, and any other materials procured for the order.</p> <p>Restocking Fee: A 20% restocking fee will be charged for all canceled orders.</p>
Limited Warranty	New software supplied by BIS Digital are covered for 90 days from the date of installation. New hardware supplied by BIS Digital are covered for 90 days from the date of delivery. Manufacturer Warranties do not cover On-Site Technical Support, Shipping costs, or Software upgrades.
Software Assurance	Annual Software Assurance entitles users to software upgrades at a fixed fee assessed at time of purchase.
Substitutions	Unforeseen supply chain disruptions or component shortages may impact the availability of goods. As a result, some items may require substitution and may be subject to price and/or delivery time variances. In these instances, BIS Digital will consult with the customer about options and alternatives

**Proposal Accepted By****Full Name (Print):****Title:****Signature:****Date:****PLEASE NOTE:**

By signing above and or providing a purchase order number below, your organization is agreeing to the above pricing, terms, and conditions, and is authorizing BIS Digital, Inc. to order, install, and bill for ALL materials and applicable services listed in this proposal: P-2300009.

Accounts Payable Information**Full Name (Print):****Phone Number:****Email Address:****Fax Number:****Purchase Order Required for Purchasing?****Purchase Order Number:****YES****NO**



Bill of Materials

Account Name:

Burke County Superior Court (GA)

Quote Name:

I - JAN 2023 - 8022241 - Courtroom 1 Option A - Courthouse - Burke County Superior Court (GA)

Quote Number:

Q-8022241

Quote Amount:

\$29,500.00

Date:

2/1/23

Quote Expiration Date:

8/3/23

Account Rep:

Dan Meyer

Account Rep Email:

dan.meyer@bisdigital.com

Account Rep Phone:

(800) 834-7674 x4518

Item	Product Code	Qty	Unit Price	Total Price
Annotation Presentation System w/Wireless Link (Pro)	BIS-CYNAP-PRO	1.00	\$7,650.00	\$7,650.00
HD IP PTZ Camera Fixed Dome (Series 2)	BIS-IP-HD-PTZ-FD-S2	2.00	\$1,495.00	\$2,990.00
IP Video Decoder w/Multiview	BIS-VC-IP-VDMV	1.00	\$725.00	\$725.00
4K/60 HDMI to DTP Distribution Amplifier 1x4 (230ft)	BIS-EXTRN-DTP-HD-DA-4K-230-4	1.00	\$3,300.00	\$3,300.00
4K/60 HDMI DTP Receiver (230ft)	BIS-EXTRN-DTP-HDMI-4K-230-RX	3.00	\$570.00	\$1,710.00
Commercial Grade HD Monitor Series 6 (24")	BIS-CG-HD-24S6	3.00	\$290.00	\$870.00
Fixed Monitor Desk Mount 100x100 VESA	BIS-FMDM-VEA-100x100	1.00	\$80.00	\$80.00
Network Switch w/PoE 8-port (Series 8)	BIS-NS-POE-8-S8	1.00	\$575.00	\$575.00
XLR Wall Plate (2 Input)	BIS-XLR-WP2	2.00	\$50.00	\$100.00
CAT6 Patch Cable (10ft.)	BIS-CAT6-PC10	8.00	\$25.00	\$200.00
CAT6 Patch Cable (5ft.)	BIS-CAT6-PC5	2.00	\$15.00	\$30.00
CAT6 Cable Shielded Black 500'	BIS-W-CAT6-SHB-500	1.00	\$750.00	\$750.00
HDMI Cable Series 2 (6ft.)	BIS-HDMI-6FT-S2	7.00	\$19.00	\$133.00
Microphone Wire 22AWG (Plenum) - 500ft Roll	BIS-W-MP-22AWG-500ft	1.00	\$120.00	\$120.00
% DISCOUNT	PCT-DISCOUNT			(\$2,050.46)
Installation Supplies	BIS-INST-SUP	1.00	\$288.50	\$288.50
Shipping/Handling	S/H	1.00	\$1,366.51	\$1,366.51
On-site Setup, Installation and Training	SIT	1.00	\$7,920.00	\$7,920.00



Item	Product Code	Qty	Unit Price	Total Price
Annual DCR On-Site Service & Support (Contract to be issued upon installation)	NMNT-DCR	1.00	\$2,742.45	\$2,742.45

Subtotal: \$31,550.46
Discounts: - \$2,050.46
Total (Before Tax): \$29,500.00



Bill of Materials

Account Name:

Burke County Superior Court (GA)

Quote Name:

I - JAN 2023 - 8022241 - Courtroom 4 Option A - Courthouse - Burke County Superior Court (GA)

Quote Number:
Q-8022377

Quote Amount:
\$29,500.00

Date:
2/1/23

Quote Expiration Date:
8/3/23

Account Rep:
Dan Meyer

Account Rep Email:
dan.meyer@bisdigital.com

Account Rep Phone:
(800) 834-7674 x4518

Item	Product Code	Qty	Unit Price	Total Price
Annotation Presentation System w/Wireless Link (Pro)	BIS-CYNAP-PRO	1.00	\$7,650.00	\$7,650.00
4K/60 HDMI DTP Receiver (230ft)	BIS-EXTRN-DTP-HDMI-4K-230-RX	3.00	\$570.00	\$1,710.00
HD IP PTZ Camera Fixed Dome (Series 2)	BIS-IP-HD-PTZ-FD-S2	2.00	\$1,495.00	\$2,990.00
Commercial Grade HD Monitor Series 6 (24")	BIS-CG-HD-24S6	3.00	\$290.00	\$870.00
Fixed Monitor Desk Mount 100x100 VESA	BIS-FMDM-VEA-100x100	1.00	\$80.00	\$80.00
IP Video Decoder w/Multiview	BIS-VC-IP-VDMV	1.00	\$725.00	\$725.00
4K/60 HDMI to DTP Distribution Amplifier 1x4 (230ft)	BIS-EXTRN-DTP-HD-DA-4K-230-4	1.00	\$3,300.00	\$3,300.00
XLR Wall Plate (2 Input)	BIS-XLR-WP2	2.00	\$50.00	\$100.00
Network Switch w/PoE 8-port (Series 8)	BIS-NS-POE-8-S8	1.00	\$575.00	\$575.00
HDMI Cable Series 2 (6ft.)	BIS-HDMI-6FT-S2	7.00	\$19.00	\$133.00
CAT6 Patch Cable (5ft.)	BIS-CAT6-PC5	2.00	\$15.00	\$30.00
CAT6 Patch Cable (10ft.)	BIS-CAT6-PC10	8.00	\$25.00	\$200.00
CAT6 Cable Shielded Black 500'	BIS-W-CAT6-SHB-500	1.00	\$750.00	\$750.00
Microphone Wire 22AWG (Plenum) - 500ft Roll	BIS-W-MP-22AWG-500ft	1.00	\$120.00	\$120.00
% DISCOUNT	PCT-DISCOUNT			(\$2,050.46)
Installation Supplies	BIS-INST-SUP	1.00	\$288.50	\$288.50
Shipping/Handling	S/H	1.00	\$1,366.51	\$1,366.51
On-site Setup, Installation and Training	SIT	1.00	\$7,920.00	\$7,920.00

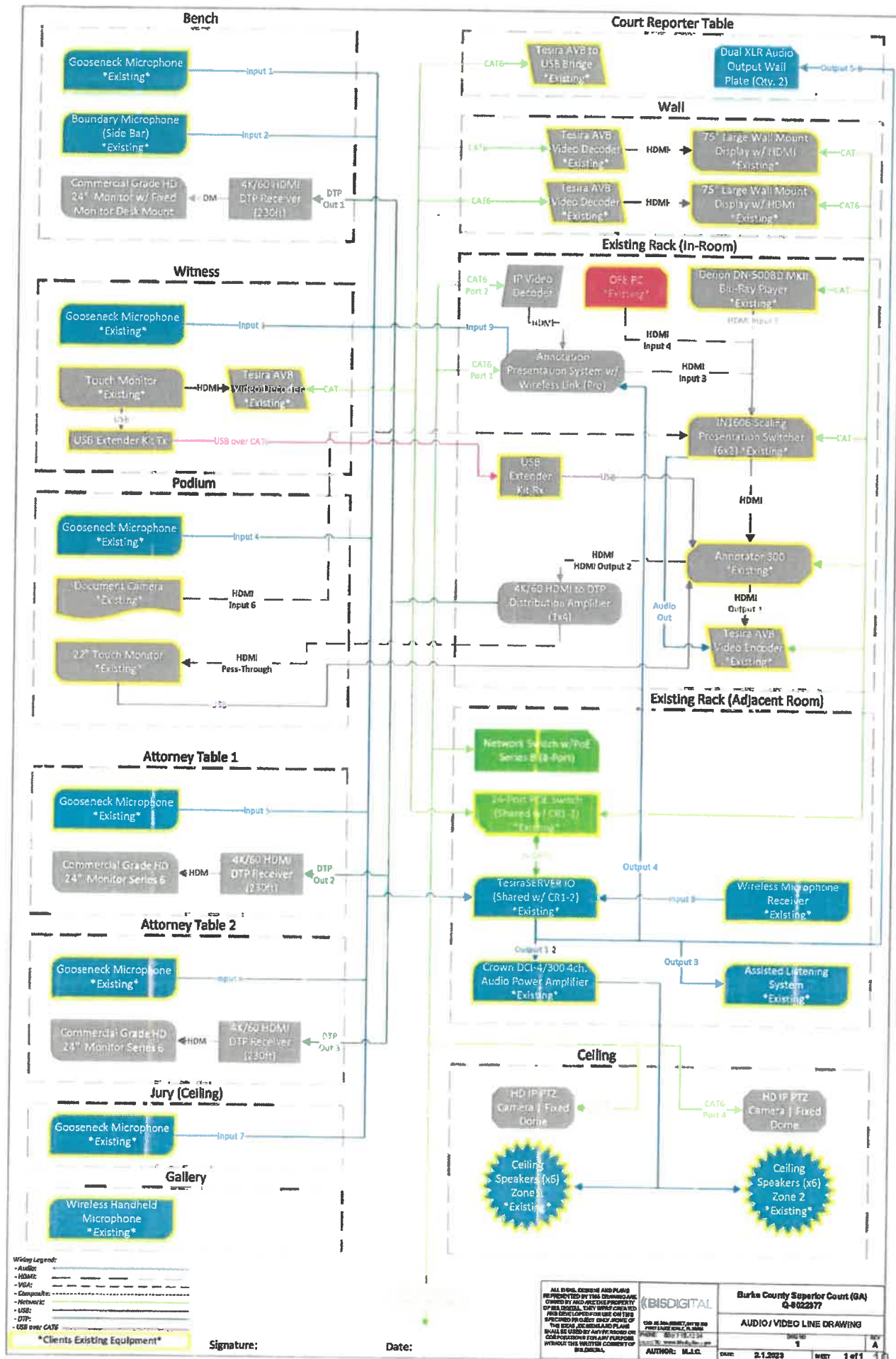


Item	Product Code	Qty	Unit Price	Total Price
Annual DCR On-Site Service & Support (Contract to be issued upon installation)	NMNT-DCR	1.00	\$2,742.45	\$2,742.45

Subtotal: \$31,550.46

Discounts: - \$2,050.46

Total (Before Tax): \$29,500.00





Installation Overview

BIS Digital is committed to delivering high-quality AV systems that meet the needs of our clients; our installation process is an integral part of this commitment. The following section is a general overview of the steps we take to ensure a seamless experience. Note: The final schedule is determined with the client after a proposal is accepted and a purchase order is received.

Our installation process begins with careful planning and design to ensure that the AV system meets the needs of the end users and is properly integrated into the space. This includes conducting site surveys to assess the physical space and infrastructure, as well as working with clients to understand their specific needs and requirements. In circumstances where we are not able to conduct a technical walkthrough pre-quotation or believe the project would benefit from an additional review, we will coordinate a site survey at the client's earliest convenience. This allows us to properly assess the physical space and infrastructure, and solidify whether any site preparations need to be made in advance, such as providing lockable storage or installing power outlets as needed to support the AV system. Product orders will commence immediately following this final site review meeting and can take 2-3 weeks, depending on manufacturing and shipping times.

Once the site is prepared, BIS Digital will connect and configure all hardware and software components of the AV system. All work will be performed by BIS Digital Technicians only, with no subcontractors. This may include installing and configuring audio processors, amplifiers, and control systems, as well as integrating the AV system with other building systems as applicable. Installation times can range from two days to two weeks per room depending upon the complexity of the system and environment. Custom programming and support will be provided by BIS Digital programmers, who will be available throughout the installation period and for routine performance upgrades and maintenance through remote service. BIS Digital follows all local building codes and regulations when performing work and ensures that all components are installed safely and securely.

After all elements are installed and tested, our technicians will provide user training to ensure that all end users are comfortable operating the AV system. The scope of training will vary depending on the complexity of the project and the number of users who need to be trained. This may include hands-on training sessions, demonstrations, and the creation of user manuals or other documentation as needed. Ongoing training can also be provided through an on-site service or remote service agreement if desired. Our goal is to ensure that all end users have the knowledge and skills they need to effectively use and maintain the AV system.



Support and Service Overview

At BIS Digital, we are committed to meeting our customers' service and support requirements and honoring all product warranties. We also offer comprehensive maintenance programs that include on-site and remote support, service, and training in addition to warranty fulfillment. Complete details are available upon request.

We have a 24/7 toll-free service hotline staffed by experienced technical service representatives, as well as options for placing service calls directly on our website or by phone. In most cases, we can resolve issues over the phone or in a video conference, but there may be times when an on-site visit is necessary. We use hosted customer relationship management (CRM) software to track the performance of our supported systems and our customers' services. Our technicians receive service calls through our internal service coordinator, and the cost of service coverage depends on the customer's service agreement. When a service call is completed, an automated email is sent to the customer with the results.

To ensure that we're responding quickly and efficiently to our customer requests and service issues, we've also implemented a Service Level Management Escalation Policy that outlines how we handle different levels of severity and how we communicate with our customers. Sometimes, we may need to escalate issues for technical or managerial reasons. Technical escalations involve bringing in additional expertise to resolve technical problems as quickly as possible, while managerial escalations involve higher levels of decision-making authority to address procedural or behavioral obstacles that may be holding up the resolution of a situation.

To optimize these systems, we ask every customer to contact the Technical Support Center first:

(800) 715-1234
Support@BISDigital.com

In the event a BIS Digital technical support representative does not respond in a prompt manner (within 8 business hours), customers can escalate their service issue to the contacts below.

Account Manager – Dan Meyer
(800) 834-7674 x. 4518

Technical Services Manager – Gary Jones
(800) 834-7674 x. 4513

President – Steve Coldren
(800) 834-7674 x. 4504



Commission Meeting

May 16, 2023

Emergency Purchase Superior Court Accountability Court Treatment Provider

Department:	Superior Court Accountability Courts
Presenter:	Paige Ford; Director of the Superior Court Accountability Courts
Caption:	Motion to approve new contract with AmericanWork, LLC. to provide treatment services to the Superior Court Accountability Court programs. This is considered an emergency procurement of service. (Approved by Public Safety Committee May 9, 2023)
Background:	The Superior Court Accountability Courts Program is pursuing a new treatment service contract with AmericanWork, LLC. due to breach of contract (22-140C) with current service provider, Georgia Family Crisis Solutions.
Analysis:	N/A
Financial Impact:	The cost will be covered by grant funds and any difference in cost will be covered by our current budget.
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	TOTAL CONTRACT AMOUNT FOR YEAR \$210,585 220022635-5212119 \$115,200 220022637-5212119 \$28,800 205021111-5212117 \$66,585
<u>REVIEWED AND APPROVED BY:</u>	N/A

THIS AGREEMENT is effective as of this 15th day of June, 2023, by and between **RICHMOND COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Richmond County Board of Commissioners (“County”) in conjunction with the Augusta Judicial Circuit Accountability Court & AmericanWork, LLC. collectively referred to as the “Parties.”) (herein “Contractor,” collectively referred to as the “Parties.”)

This Agreement constitutes the entire understanding between the Augusta Judicial Circuit Adult Felony Drug Court and Veteran’s Treatment Court and AmericanWork, LLC. for the services of chemical dependency treatment, and cognitive rehabilitative services and shall not be modified or altered in any way without the express written agreement of all parties.

WITNESSETH THAT:

WHEREAS, the County and the Augusta Judicial Circuit Adult Felony Drug Court and Veteran’s Treatment Court programs desire to obtain a Contractor to provide services generally described as Adult Felony Drug Court and Veteran’s Courts Treatment Services (the “Work”); and

WHEREAS, the County finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

WHEREAS, the Contractor has represented that it is qualified by training and experience to perform the Work; and,

WHEREAS, the Contractor has agreed to provide such services as outlined in this agreement; and,

WHEREAS, the public interest will be served by this Agreement; and,

NOW, THEREFORE, the Parties hereby do mutually agree as follows:

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Project Description.

The Augusta Judicial Circuit is seeking a qualified professional licensed agency to provide treatment services to the program participants within Adult Felony Drug Court, Felony Drug Court and Veteran’s Court Treatment Court Programs.

B. Scope of Work.

Treatment services will consist of rehabilitative skills building, the development of environmental supports and resources coordination considered essential to assist a person in improving functioning, gaining access to necessary services and in creating environments that promote recovery and support the emotional and functional improvement of the individual. The service activities of case management include:

1. Assistance to the person and other identified recovery partners in the facilitation and coordination of the Individual Recovery Plan (IRP) including providing skills support in the person’s self-articulation of personal goals and objectives;
2. Planning in a proactive manner to assist the person in managing or preventing crisis situations;
3. Individualized interventions, which shall have as objectives:

- a) Identification, with the person, of strengths which may aid him/her in achieving recovery, as barriers that impede the development of skills necessary for functioning in work, with peers, and with family/friends;
 - b) Support to facilitate enhanced natural supports (including support/assistance with defining what wellness means to the person in order to assist them with recovery-based goal setting and attainment);
 - c) Assistance in the development of interpersonal, community coping and functional skills (which may include adaptation to home, adaptation to work, adaptation to healthy social environments, learning/practicing skills such as personal financial management, medication self-monitoring, symptom self-monitoring, etc.);
 - d) Encouraging the development and eventual succession of natural supports in living, learning, working, and other social environments;
 - e) Assistance in the acquisition of skills for the person to self-recognize emotional triggers and to self-manage behaviors related to the behavioral health issue;
 - f) Assistance with personal development, work performance, and functioning in social and family environments through teaching skills/strategies to ameliorate the effect of behavioral health symptoms;
 - h) Assistance in enhancing social and coping skills that ameliorate life stresses resulting from the person's mental illness/addiction;
 - i) Service and resource coordination to assist the person in gaining access to necessary rehabilitative, medical, social and other services and supports;
 - j) Assistance to the person and other supporting natural resources with illness understanding and self-management (including medication self-monitoring);
 - k) Any necessary monitoring and follow-up to determine if the services accessed have adequately met the person's needs;
 - l) Identification, with the individual and named natural supporters, of risk indicators related to substance related disorder relapse, and strategies to prevent relapse.
4. Treatment services are provided in order to promote stability and build towards functioning in their daily environment. Stability is measured by a decreased number of incarcerations and hospitalizations, by decreased frequency and duration of crisis episodes and by increased and/or stable participation in community/work activities. Supports based on the person's needs are used to promote recovery while understanding the effects of the mental illness and/or substance use/abuse and to promote functioning. The Community Support staff will serve as the primary coordinator of behavioral health services and will provide linkage to community; general entitlements; and psychiatric, substance use/abuse, medical services, crisis prevention and services.
 5. Treatment services will assist with data collection as needed by the Court and complete the necessary risk/needs assessment prior to entry into the Felony Drug Court or Veteran's Treatment Court. A designated treatment staff member will also attend the bi- weekly staffing and court

sessions. The designated treatment staff member will also notify the Adult Felony Accountability Court Coordinator of participant's compliance and non-compliance.

6. Treatment services will link participants with the appropriate level of treatment in the community. This treatment can include linkage to a private psychiatrist and therapist if private insurance is available. This treatment can also include linkage to the local Community Service Board for indigent or state-served clients.
7. Treatment services will be an ongoing process to link participants to the following services: group counseling, individual counseling, drug testing, psychosocial rehabilitation, family support, medication management, family counseling, gender specific counseling, domestic violence counseling, health screening, assessment and counseling for co-occurring substance use issues. Ancillary services will include but are not limited to: employment counseling and assistance, educational component, medical and dental care, transportation, housing, mentoring and alumni groups, and assistance with government funded/community based assistance programs.
8. To the extent that it does not alter the scope of this agreement, County may unilaterally order a temporary stopping of the Work, or delaying of the Work to be performed by Contractor under this agreement.

C. Prior to Entry.

The Contractor shall administer a court-approved, risk assessment to each proposed Felony Drug Court and Veteran's Treatment Court candidate referred to the Contractor within one (1) calendar week of the District Attorney's approval of the candidate's entry into the program. A copy of each assessment shall be sent to the adult felony accountability court coordinator for record keeping purposes.

D. Individualized Clinical Assessments/Evaluations.

Within one (1) week of a participant's entry into the program, the Contractor shall administer an Individualized Clinical Assessment/Evaluation and provide its findings to the adult felony accountability court Felony Drug Court and Veteran's Treatment Court Program Coordinator within one (1) calendar week. Types of information obtained through the Assessment/Evaluation would include, but not be limited to:

1. Alcohol and/or other Drug Use History;
2. Felony Drug Court History and Diagnosis;
3. Physical Health History;
4. Education;
5. Emotional/Health Barriers;
6. Employment;
7. Family Dynamics;
8. Housing;
9. Spirituality;

10. Social Support Systems;
11. Transportation;
12. Treatment History;
13. Criminal History;
14. Special Population needs [to include]:
 - a. Based in choice of drugs;
 - b. Co-existing Disorders;
 - c. Gender, Ethnic, and Cultural Considerations;
 - d. Other Health Issues [i.e., HIV, Hepatitis C, etc.];
 - e. Sexual Orientation;
 - f. Domestic Violence;
 - g. Sexual Abuse.
15. All assessments must include a diagnosis, treatment recommendation(s), and justification for referral into the Felony Drug Court or Veteran's Treatment Court Program signed by a Certified Addictions Counselor Level II or equivalent.

E. Treatment Plan.

As part of the clinical intake process, the Contractor shall develop a participant-specific treatment plan (inclusive of relapse prevention methods) with measurable goals and objectives and provide the plan to the adult felony accountability Drug Court and Veteran's Treatment Court Program Director or designee.

1. A copy of the Treatment Plan for each participant must be provided to the director or designee within the first two (2) weeks of the initial counseling session outlining the short and long-term goals the participant will work on over the full treatment period.
2. All progress notes must reflect how the participant is working towards their goal completion.
3. Monthly progress summaries must show how participants are progressing toward their goals and the Treatment Providers overall impression of how they believe the participant is progressing in treatment and meeting their goals. The Contractor will provide copies of these summaries to the Coordinator by the 10th day of each following month.
4. Complete documentation of the overall treatment regimen and curricula being used to progress a participant through the phases of their program (i.e., Phase I, II, III) including goals, milestones, etc. that participants must demonstrate before being recommended to advance phases.

F. Intensive Outpatient Treatment Services.

The Contractor shall offer all participants a clinically sound and evidence-based, multi-phase alcohol and drug treatment program consisting of a Court-approved treatment curriculum. Both parties

acknowledge that the treatment curriculum is subject to change upon discussion and agreement between the parties. Ultimately, the Contractor must adhere to any state treatment standards for such services.

1. Content of Individual/Group Treatment Sessions.

Individual and Group treatment sessions shall consist of education/skill building and therapy. The sessions shall address addiction, relapse prevention planning, criminogenic thinking errors, life skills, anger management, parenting, bereavement, sexual relationships, gender specific, health/medical/medical, personal safety planning, and other clinically relevant treatment issues.

2. Structure of Group Sessions.

All treatment/education programs may be open-ended; however, a procedure should be established to orient new group members to the open-ended treatment group.

3. Time of delivery of treatment services.

Treatment will be offered Monday – Friday to accommodate two (2) group sessions (Males & Females for phases 1 – 3 and phases 4 & 5). Additionally, groups may be provided in the evening, weekends, and/or during any, reasonable and mutually agreed upon times amenable to the Contractor's schedule. The Contractor may (at times not specified herein) be asked to assist with 'emergency/crisis management services and/or drug screening.

4. Family.

The Contractor may upon his/her discretion discuss matters with participants' family members only upon proper execution of consent/release documents by the participant.

5. Outsourcing; Residential; Psychological and Psychiatric Services.

The Contractor will assist with referrals of participants who need residential treatment and/or outsource additional treatment options. The Contractor will assist with the referral of participants with suspected psychological or psychiatric issues to a treatment referral source and will communicate such suspected issues to the Court or its designated liaison including the plan of action related to the referral needed.

6. Number of Participants.

The Court makes no assurances as to any minimum number of participants to be referred to the Contractor at any given time.

G. Additional Miscellaneous Specification.

The Contractor agrees to the following:

1. Take part in the development of an Aftercare program for participants who have graduated from the program; and
2. Assist in the development of an educational and employment component of the AJC Accountability Courts.

H. Educational Training.

A member of the treatment staff will be required to attend annual state training conferences or any additional training the Court deems necessary.

I. Communication.

The Contractor shall utilize the adult felony accountability court – Felony Drug Court and Veteran’s Treatment Court Program Director or designee as the Centralized clearinghouse of information/communications.

- a. The Contractor shall communicate with the adult felony accountability court adult Felony Drug Court and Veteran’s Treatment Court Program Director immediately (within reason) after a participant violation in addition to weekly progress reports.
 1. Weekly treatment reports shall consist of general details as to the participants who received treatment and/or case management for the week, their compliance and/or non-compliance with treatment or case management, and their treatment status. A reporting form will be provided to the Court every Tuesday, by 12:00 pm.
 2. The Contractor is expected to maintain a confidential notes system (that is not shared with the Superior Court unless requested and/or such sharing is deemed necessary by the Contractor) of relevant information shared with the Contractor by participants during treatment or case management sessions in accordance with recognized treatment protocols.
 - a. The Contractor shall meet weekly (and/or at such dates/times deemed necessary by the adult felony accountability court Felony Drug Court and Veteran’s Treatment Court Program Director so that there may be a "briefing" (or information gathering session) as to the participants who received (and/or are to receive) treatment services for that week.
 - b. In the event that the Contractor determines that a participant needs case management/ancillary services, the Contractor shall provide case management services to the participant with notification given to the adult felony accountability court Felony Drug Court and Veteran’s Treatment Court Program Director or designee.
 - c. The Contractor shall review all relevant information maintained by the adult felony accountability court Felony Drug Court and Veteran’s Treatment Court Program Director (and/or posted in a designated information posting site/location) which may be relevant to treatment such as changes in address, medication(s), health, drug screens, etc.
 - d. The Contractor shall attend all Adult Felony Drug Court and Veteran’s Treatment Court " sessions and staffing sessions;

J. Emergency/Call Status.

The Contractor shall assure for after-hours (inclusive of weekends) emergency treatment services/assistance to participants on an on-call basis. An on-call calendar shall be developed and distributed by the Felony Drug Court and Veteran’s Treatment Court Program Director or designee after consultation with the Contractor: The Contractor shall exercise his/her professional discretion as to how to resolve the emergency and shall report the incident to the adult felony accountability court

Felony Drug Court and Veteran's Treatment Court Program Coordinator no later than the following business day.

K. Trainings and Court Sessions.

The successful candidate must comply with all of the requirements of the federal and state standards and the funding sources. This includes:

1. ADULT FELONY DRUG COURT:
<https://caci.georgia.gov/standards-certification/caci-standards-accountability-courts>
2. Adult Felony Veteran's Treatment Court Treatment Standards
<http://www.gaaccountabilitycourts.org/Veterans%20Court%20Standards,%2012.19.17.pdf>
3. National Drug Court Standards: <http://nadcp.org/Standards>
4. Maintain enrollment as a DBHDD substance abuse provider: <http://dbhdd.georgia.gov/providers>
6. Maintain a Health Care Facility License: <http://dch.georgia.gov/facility-licensure>
7. Model Code of Conduct for Court Professionals: <https://nacmnet.org/ethics/index.html>
8. The contractor must attend state training and national training when funded as directed by the court.
9. The contractor must complete the Essential Elements of Adult Drug Courts online training:
https://courses.ncsc.org/course/NDCI_Essentials

The Contractor will not charge the Court for attendance, by any of its personnel, of any court-sanctioned trainings, conferences, programs, or court sessions. Such attendance is covered by the overall scope of services of treatment.

L. Drug Testing.

The Contractor will create a system to schedule, announce, observe, collect, and confirm random and frequent drug screenings for AM and PM sessions on all participants. Participants will be tested at least three times weekly.

1. The Contractor will provide for observed collection and temporary storage of the specimens at no additional cost as part of its services. All testing will be done using the Felony Drug Court and Veteran's Treatment Court's approved drug testing protocols. **(See Exhibit "D")**
2. The Contractor will maintain a monthly stock of drug test cups and coordinate the purchase of cups-as needed- from the AJC Accountability Courts;
3. The Contractor will provide a means of daily transportation of all urine drug screens to the Augusta Richmond County Courthouse located at 735 James Brown Blvd. Augusta, GA 30901.
4. All urine drug screens must be documented with signature of persons conducting screens in order to ensure proper chain of evidence.
- 5 The Contractor will follow the drug testing protocol including bringing samples to the courthouse in the drug test cups by 12pm Monday -Friday and by Monday morning for any tests administered over the weekend period.

6. The Adult Felony Accountability Court Felony Drug Court and Veteran's Treatment Court P
Director or designee shall have reasonable access to the drug laboratory and/or specimen storage locations to conduct audits.

M. Schedule, Completion Date, and Term of Agreement.

Contractor warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence upon execution of the Agreement by both parties and shall absolutely terminate on June 30, of each year without further obligation on the part of County at the close of the calendar year in which it is executed and at the close of each succeeding year for which it may be renewed. This contract may be renewed by the parties for up to four (4) additional one year periods. In the event of termination of this Agreement by Contractor or by the Court, the Contractor shall be entitled to receive payment only for verified work actually performed prior to termination.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business and that the Contractor has not received any non-County fee related to this Agreement without the prior written consent of the County. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

II. WORK CHANGES

A. Work Changes Requested.

The Court reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Contractor and the Court. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. The parties will negotiate to reach an agreement. If an agreement cannot be reached, the original contract scope of work stands.

B. Work Added.

Any Work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Contractor.

C. Authorized Change Orders.

The Superior Court Judge assigned to the Felony Drug Court and Veteran's Treatment Courts and the Trial Court Administrator, shall have the authority to execute any change orders agreed upon, by both the Contractor and the Court, as stated above, so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement, as set forth in Section III below.

III. COMPENSATION AND METHOD OF PAYMENT

A. Treatment Services.

The Contractor shall be compensated for services provided, as follows:

The Contractor will be paid at the flat, monthly rate of \$17,548.75. This flat rate will cover the treatment of up to 60 participants for Felony Drug Court and 30 for Veteran's Treatment Court programs during any month within the contract period. Should the number of participants exceed 90 participants per program during this period, both parties shall negotiate to reach an agreement on new payment terms; however, no claim for additional compensation will be recognized, unless contained in a written change order duly executed on behalf of the County and the Contractor.

B. Contractor Services.

1. Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the Court. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the services; hiring of Contractors, agents or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the Court the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the Court with regard to the results of such services only.
2. The Contractor shall furnish in totality all labor, materials, and other equipment necessary to provide alcohol and substance abuse treatment, case management services, data entry, billing, reporting, copying, printing, ancillary services, and case management and other services as identified to the participants of the Augusta Judicial Circuit Adult Felony Accountability Court.
3. The Contractor will provide all necessary labor for alcohol and drug testing to include creatinine levels of all SCMHC participants to be tested twice each week.
4. The Contractor will agree to appoint and provide a consistent, knowledgeable representative to attend weekly staffing and Court sessions and provide them with copies of the ACCM progress notes for each team member.
5. The Contractor will agree to have adequate meeting space available for all Court participant groups easily accessible public transportation.
6. The Contractor will conduct multiple group therapy sessions specific to and for participants in various phases. The Contractor will provide such groups during the evening, weekdays, weekends and any time needed. Such groups will last an hour and a half to three hours with breaks as needed. The Contractor will be aware that different phases of the program may be conducted at simultaneous times during the week. The Contractor will provide for individual counseling as warranted by individual participants throughout the program.

7. The Contractor will agree to report and provide all treatment information to the Adult Accountability Court Director and its affiliates as requested, including but not limited to, treatment plans, information shared in group, and drug/alcohol screen results. The Contractor will keep the Court current using the Court's case management software (ACCM-5 Points).
8. The Contractor will agree that they will be a member of the Augusta Judicial Circuit Adult Felony Accountability Court Programs, but not necessarily a management member. The Judge, the Superior Court Administrator, and the Director make all final administrative decisions.
9. As funding permits, the Contractor is required to send staff to state and national training.
10. Contractor agrees to only accept funds consistent with the Contract and any applicable insurance from qualified participants. At no time shall the Contractor request funds from individual participants for services rendered. To the extent that the pricing provided by Contractor is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the Parties.

C. Evaluations/Assessments.

The Contractor shall conduct evaluations/assessments and draft the resulting Treatment Plans for those participants evaluated/assessed who are not covered by Medicaid, Medicare, or State Contracted services. In the event that the participant has another source of payment there will be no cost to the Court for these evaluations.

D. Invoices & Payments.

The Contractor and the Court shall agree upon a standard billing format, to include invoice content, as well as supporting documentation to be provided to the Court with all monthly invoices. The Contractor shall submit all invoices to the Director by the 5th day of each month for all services rendered the previous month. On receipt, the Court will verify all information therein in a reasonable and timely manner and then forward the documentation to the Augusta-Richmond County Finance Department for payment processing.

E. Expertise of Contractor.

The Contractor accepts the relationship of trust and confidence established between it and the County, recognizing that the Court's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, skill, and judgment to provide services in pursuit of the timely and competent completion of the Work undertaken by the contractor under this Agreement.

F. Court's Reliance on the Work.

The Contractor acknowledges and agrees that the Court does not undertake to approve or pass upon matters of expertise of the Contractor and, therefore, the Court bears no responsibility for Contractor's services performed under this Agreement.

G. Contractor's Representative.

Patrick Waters, State Director and/or Elizabeth Syms, Area Director; shall be authorized to act on the Contractor's behalf with respect to the coordination of the Work, as the Contractor's designated representative.

H. Assignment of Agreement.

The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without prior express written consent of the Court. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them and the Court shall have no obligation to do so.

I. Responsibility of Contractor and Indemnification of the County/the Court.

The Contractor covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the services rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the Court, the County, its officers, boards, commissions, elected officials, employees and agents from and against any and all claims, suits, actions, liability, judgments, damages, losses, and expenses, including but not limited to, attorney's fees, which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the Court, the county, or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the

Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify and defend the Court and the County, its members, officers, agents, employees and volunteers shall survive termination of this Agreement.

J. Insurance.

(1) Requirements:

The Contractor shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify the County against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the Contractor in performance of the work during the term of this Agreement. In addition, contractor shall indemnify and hold harmless Augusta Judicial Circuit Felony Adult Drug Court and Veteran's Treatment Court and the Richmond County Board of Commissioners and its agent, servants and/or employees from all claims, actions, lawsuits, damages, judgments or liabilities arising out the treatment services provided.

The CONSULTANT shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The CONSULTANT shall provide, at all times that this Agreement is in effect, Insurance with of not less than:

- A. Workmen's Compensation Insurance – in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.
- C. Property Damage Insurance – in an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.
- D. Valuable Papers Insurance – in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.
- E. Professional Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

County will be named as an additional insured with respect to Contractor's liabilities hereunder in insurance coverage's identified in items (b) and (c).

The policies shall be written by a responsible company(s), to be approved by the County, and shall be non-cancellable except on thirty-(30) days' written notice to the County. Such policies shall name the County as co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

K. Records and Reports.

(1) Records:

- (a.) Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the Court with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

(b.) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.

(2) Reports and Information:

The Contractor agrees to;

1. Update Casework within 24 hours of court or change in status;
2. Update case notes and data monthly for Council of Accountability Courts quarterly reports;
3. Communicate with appropriate Accountability Court program before excusing a participant from testing and or attending group sessions;
4. Update Courts when there are changes to drug testing color line/frequency of drug testing;
5. Send monthly calendar of any non-testing days for the following month;

Send weekly reports with treatment recommendations including appropriate sanctions prior to court hearings; Upon request, the Contractor shall furnish to the Court any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the Court.

L. Conflicts of Interest.

Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Richmond County Code of Ethics.

M. Confidentiality.

Contractor acknowledges that it may receive confidential information of the Court and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the Court. The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of Court information whether specifically deemed confidential or not.

- (1) The Contractor shall not disclose to anyone or any entity other than the designated Court Staff or other court-approved individuals, any description or information concerning the work produced as a result of this Agreement without written permission of the Court.
- (2) The Contractor acknowledges that in receiving, storing, processing, sharing, or otherwise using or dealing with any treatment information, the Contractor is bound by all Federal and State laws and regulations that govern and guarantee the treatment rights of individuals receiving substance abuse treatment services.
- (3) The Contractor shall comply with all confidentiality laws and shall be familiar with the following monograph: Federal Confidentiality Laws and how they affect Felony Drug Court and Veteran's Treatment Court Practitioners, National Felony Drug Court and Veteran's Treatment Court Institute (1999).
- (4) The Contractor shall comply with all HIPAA and related laws and regulations dealing with releasing, sharing, medical, and health care information. The Contractor shall ensure that it and its employees and agents use and disclose "Protected Health Information" of patients (as defined in the Health Insurance Portability and Accountability Act ("HIPAA") privacy rules at 45 C.F.R. § 164.501, et seq.) that The Contractor receives pursuant to this Agreement only to the extent necessary: (i) to perform its specific obligations under this Agreement; and (ii) for its own management and administration and to carry out its legal responsibilities in compliance with 45

C.P.R. § 164.504(e)(2)(i)(A), (e)(4), and all other current or future applicable laws or regulations.

Nothing in this Agreement shall be deemed to authorize The Contractor to use or disclose Protected Health Information in violation of any applicable law or regulation, including but not limited to HIPAA privacy rules at 45 C.F.R § 164.501, et seq.

- (5) The Contractor shall obtain appropriate releases/waivers before releasing a participant's treatment information.
- (6) The Contractor shall make every effort to ensure that confidentiality of participant's identity and information is maintained, inclusive of but not limited to ensuring that the treatment location is secure (and not within the hearing range of outsiders), as well as educating participants about the confidentiality of group/individual treatment sessions.
- (7) The Contractor shall maintain confidentiality of Felony Drug Court and Veteran's Treatment Court participants separate from information on participants in any of its other programs at all times, regardless of relationship or family involvement among these participants. All confidentiality laws related to obtaining appropriate releases/waivers shall be followed by all concerned parties should information need to be disclosed for treatment purposes.

N. Licenses, Certifications and Permits.

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Contractor by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the services contracted for under this Agreement. All work performed by the Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals, i.e., licensed social workers, certified addiction counselors, licensed professional counselors, etc.

The Contractor must have or be in the process of obtaining under clinical supervision, a professional counseling certification or similar training related to alcohol and substance abuse and applicable insurance. Such certification (or training) and insurance must be maintained during the duration of the contract period. Such training must meet the Treatment Standards/Provider Qualifications as established and/or updated by Georgia's Council of Accountability Court Judges, incorporated herein by reference as **Exhibit "C"**.

If a provider in the employ of the Contractor is in the process of obtaining certification, he/she shall be responsible for maintaining requisite supervision by a licensed individual. Said supervisor shall be approved by the Felony Drug Court and Veteran's Treatment Court Program Coordinator and there shall be a confidentiality agreement between the Contractor and the supervisor.

The Contractor shall comply with all laws of the State of Georgia and United States, as well as treatment and social work and/or professional counseling ethical standards and shall maintain requisite certifications, licensures, and insurance necessary for delivery of services described herein and subject to the Court's approval.

The Contractor will have a history of service in the field of Felony Drug Court, substance abuse, knowledge of the criminal justice system, and an understanding of the Accountability Court concept.

O. Key Personnel.

The Contractor is responsible for maintaining the staff necessary for completion of the Work. Counselor's, Case managers (**see Exhibit "D"**), etc.). All of the individuals identified in Exhibit "B" are necessary for the successful execution of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the project team, as listed in **Exhibit "B"**, without written approval of the Court. The Contractor recognizes that the composition of this team was instrumental in the Circuit's decision to award the work to the Contractor and that compelling reasons for substituting these individuals must be demonstrated for the Circuit's consent to be granted. Any substitutes shall be of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination. The Contractor shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the Court. Contractor shall be solely responsible for any such subcontractors in terms of performance and compensation.

P. Authority to Contract.

The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

V. COVENANTS OF THE COUNTY

A. Right of Entry.

The Court shall provide for right of entry for Contractor and any necessary equipment in order for Contractor to complete the Work.

B. County's Representative.

The Superior Court Judge assigned to Drug Court or the Trial Court Administrator shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative.

VI. TERMINATION

A. Right to Terminate.

The Court shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least five (5) calendar days in advance of the termination date. The Contractor shall have the same right to terminate this Agreement, including but not limited to the Circuit's failure to pay the Contractor in a timely manner.

B. Cause or Other Performance Defect.

The Court shall also have the right to terminate this Agreement or any services noted herein for cause or other performance defect with forty-five (45) days written notice to the Contractor. The Court shall also have the right to terminate this Agreement or any services noted herein without cause should budgeted and/or grant funds not be available.

C. Termination and Payment.

Upon termination, the Court shall provide for payment to the Contractor for services rendered and verified expenses incurred prior to the termination date.

D. Termination and Services.

Upon termination, the Contractor shall: (1) promptly discontinue all services affected, unless the notice directs otherwise.

E. Rights and Remedies.

The rights and remedies of the Court and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning County's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to County under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to County under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to County in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, County may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to County, and waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to County, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all County contracts for goods and services, except revenue producing contracts.

VII. NO PERSONAL LIABILITY

No member, official or employee of the County shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise) Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

VIII. ENTIRE AGREEMENT

This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

IX. SUCCESSORS AND ASSIGNS

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

X. APPLICABLE LAW

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rule regulations, statutes and laws of the State of Georgia will control.

XI. CAPTIONS AND SEVERABILITY

The caption or head note on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed and the remainder of this Agreement shall remain in full force and effect to the extent possible.

XII. NOTICES

A. Communications Relating to Daily Activities.

All communications relating to the day-to-day activities of the Work shall be exchanged between the Superior Court Judge assigned to Drug Court, Accountability Court Director (or designee) for the Court and Designee for AmericanWorks, LLC. for the Contractor.

B. Official Notices.

All other notices, writings or correspondence as required by this Agreement shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties at the addresses given below, unless a substitute address shall first be furnished to the other Parties by written notice in accordance herewith:

NOTICE TO THE COUNTY shall be sent to:

Paige Ford

Director of Accountability Court Programs

735 James Brown Blvd. Suite 2101

Augusta, GA 30901

NOTICE TO THE CONTRACTOR shall be sent to:

AmericanWork, LLC.

1727 Wrightsboro Rd, Suite B

Augusta, GA 30904

XIII. WAIVER OF AGREEMENT

The County's failure to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

XIV. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

Item 41.

XV. FORCE MAJEURE

Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of THE CONTRACTOR; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts and all other obligations shall remain intact.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the County and the Contractor have executed this Agreement effective as of the date hereof, and the Chairman executes this Agreement on behalf of the County.

Item 41.

CONTRACTOR

By: _____

Its: _____

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
In the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

RICHMOND COUNTY

By: _____

Its: _____

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
In the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

EXHIBIT “A” – Key Personnel

The following individuals are designated as Key Personnel under this Agreement and as such are necessary for the successful execution of the Work:



Commission Meeting

May 16, 2023

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the appointment of Mrs. Arlean Edwards Williams to the ARC Board of Zoning Appeals representing District 9. (Requested by Commissioner Francine Scott)
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



Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title Mrs.
First Name * Arlean
Middle Name * Edwards
Last Name * Williams
Suffix
Date Of Birth * 4/20/1953
Address * Street Address
 4508 Logans Way
 Address Line 2
 City Augusta State / Province / Region Georgia
 Postal / Zip Code 30907 Country Canada
Home Phone * 7065245016
Work Phone
Registered Voter *
☐ District 1
 ☐ District 2
☐ District 3
 ☐ District 4
☒ District 5
 ☐ District 6
☐ District 7
 ☐ District 8
☐ None
Marital Status * Married
Education * Master's Degree
Race * Black
Gender * Female
Occupation * Marketing Consultant & Community Developer
Interests Housing, Support Veterans, Community Development

Commissions, Authorities, & Boards

Volunteer For * Augusta, Georgia Land Bank Authority
 Click add below to apply for more than one board.

*

I currently have relatives working for the City of Augusta

☐ Yes

☒ No

*

I currently serve on an Augusta Board, Commission, or Authority

☐ Yes

☒ No

I would like to receive an email confirmation of my submission.

☒ Yes

☐ No

Email

ajwilliams@kingdomconnectionsllc.com

Lena Bonner

From: Commissioner Francine Scott
Sent: Wednesday, May 10, 2023 10:48 PM
To: Lena Bonner
Cc: Natasha L. McFarley
Subject: ARC Board of Zoning Appeals Appointment

Ms. Bonner,

Please add to the agenda to appointment Mrs. Arlean Edwards Williams to the ARC Board of Zoning Appeals for District 9.

Thank you.

Get [Outlook for iOS](#)

This e-mail contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. The City of Augusta accepts no liability for the content of this e-mail or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. Any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the City of Augusta. E-mail transmissions cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the content of this message which arise as a result of the e-mail transmission. If verification is required, please request a hard copy version.

AED:104.1



Commission Meeting

May 16, 2023

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the appointment of Ms. Mira Hobbs to the Augusta Historic Preservation Commission representing District 2. (Requested by Commissioner Stacy Pulliam)
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



Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title Ms.
First Name * Mira
Middle Name * J
Last Name * Hobbs
Suffix
Date Of Birth * 5/12/1962
Address * Street Address
 1027 12th Ave
 Address Line 2
 City State / Province / Region
 Augusta GA
 Postal / Zip Code Country
 30901 USA
Home Phone * 7062942346
Work Phone
Registered Voter * ☐ District 1 ☒ District 2
☐ District 3 ☐ District 4
☐ District 5 ☐ District 6
☐ District 7 ☐ District 8
☐ None
Marital Status * Single
Education * Master's Degree
Race * Black
Gender * Female
Occupation * Educator, Musician
Interests History, Natural Resources

Commissions, Authorities, & Boards

Volunteer For * Consolidated Historic Preservation
 Click add below to apply for more than one board.

Volunteer For*

Augusta Canal Authority

Click add below to apply for more than one board.

Item 43.

*

I currently have relatives working for the City of Augusta

☐ Yes

☒ No

*

I currently serve on an Augusta Board, Commission, or Authority

☐ Yes

☒ No

I would like to receive an email confirmation of my submission.

☒ Yes

☐ No

Email

hobbs.mira@gmail.com

Lena Bonner

From: Commissioner Stacy Pulliam
Sent: Thursday, May 11, 2023 7:00 AM
To: Lena Bonner
Cc: Natasha L. McFarley
Subject: Board Appointment

Great Morning 😊,

I pray your day is off to a phenomenal start. I would like to add to the agenda the appointment of Mira Hobbs to the Historic Board.

Best Regards,

Stacy A. Pulliam

Augusta Commission, District 2

(762)328-8256 Mobile



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AED:104.1

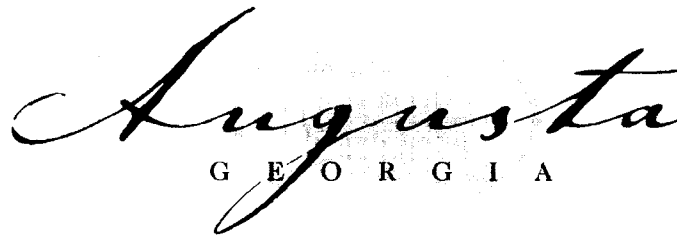


Commission Meeting

May 16, 2023

Minutes

Department:	Clerk of Commission
Presenter:	N/A
Caption:	Motion to approve the minutes of the regular scheduled Commission Meeting held May 2, 2023 and Special Called Meeting held May 9, 2023.
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 MINUTES

Commission Chamber
Tuesday, May 02, 2023
2:00 PM

PRESENT

Mayor Garnett Johnson
Commissioner Brandon Garrett
Commissioner Jordan Johnson
Commissioner Bobby Williams
Commissioner Alvin Mason
Commissioner Sean Frantom
Commissioner Francine Scott
Commissioner Catherine Smith-McKnight
Commissioner Stacy Pulliam
Commissioner Tony Lewis
Commissioner Wayne Guilfoyle

INVOCATION

Reverend Anthony Booker, Senior Pastor. Broadway Baptist Church

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

RECOGNITION(S)

- A. **Congratulations! James Joyner**, Engineering Department, April 2023 Employee of the Month
Presentation is made to the April 2023 Employee of the Month.
- B. Acknowledgment: ACCG, Georgia's County Association, has named Augusta, Georgia, a recipient of the 2023 Georgia County Excellence Award for the 5th Street Pedestrian Bridge. **(Requested by IA Takiyah Douse)**
Acknowledgement of Augusta, Georgia as the recipient of the 2023 Georgia County Excellence Award for the 5th Street Pedestrian Bridge.

DELEGATION(S)

- C. National Small Business Week in Augusta. **(Requested by Commissioner Francine Scott)**
Recognition of National Small Business Week in Augusta.
- D. **Mr. Moses Todd** to discuss the need for an internal auditor; waste, fraud and abuse prevention.
Presentation is made by Mr. Moses Todd.

- E. Augusta Pride, Inc. regarding a request to cover security costs for two events: **Beats on Broad** scheduled for June 23, 2023 and the **Augusta Pride Festival** scheduled for June 24, 2023.

Motion to approve funding in the amount of \$5,000 for security costs for the Augusta Pride Festival scheduled for June 24, 2023.

Motion made by Williams, Seconded by Scott.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Pulliam, Lewis

Voting Nay: Smith-McKnight, Guilfoyle

Motion carries 8-2.

- F. **Mr. Morris Porter** regarding a request for funding assistance for security for the 2023 Juneteenth Parade.

Motion to approve funding in the amount of \$5,000 for security costs for the 2023 Juneteenth Parade.

Motion made by Williams, Seconded by Scott.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Pulliam, Lewis

Voting Nay: Smith-McKnight, Guilfoyle

Motion carries 8-2.

CONSENT AGENDA

(Items 1-21)

PUBLIC SERVICES

1. Motion to **approve** placing Voncellies Allen d/b/a/ Level 9 Sports Bar & Grill located at 3054 Damascus Rd on six months probation for failure to comply with the Augusta Alcohol Ordinance and Occupation Tax Ordinance. **(Approved by Public Safety Committee April 25, 2023)**

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

ADMINISTRATIVE SERVICES

2. Motion to **approve** Housing and Community Development Department's (HCD's) request to provide CDBG funding to reconstruct one (1) single family unit, identified as 1216 Branch Street. **(Approved by Administrative Services Committee April 25, 2023)**

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

3. Motion to **approve** the development of (1) single-family home, new construction. (**Approved by Administrative Services Committee April 25, 2023**)

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

4. Motion to **approve** Housing and Community Development Department's (HCD's) request to provide funding to Sand Hills Urban Development in partnership to assist Vital Steps in becoming a developer for the Sand Hills Area and support the construction of two (2) single family units to be sold to low income homebuyers. (**Approved by Administrative Services Committee April 25, 2023**)

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

ENGINEERING SERVICES

5. Motion to **ratify** funding for diesel fuel required during the canal shutdown. (**Approved by Engineering Services Committee April 25, 2023**)

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

6. Motion to **approve** MOU with Augusta University to develop an internship program centered around Smart City sensors and programs. (**Approved by Engineering Services Committee April 25, 2023**)

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

7. Motion to **approve** Engineering Services to upgrade AUD's Master Plan for delivery of projects and services for the next 5-year period. Audurra (Constantine Engineering) is a pre-qualified Engineering Consultant for the Utilities Department (RFQ 18-132). (**Approved by Engineering Services Committee April 25, 2023**)

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

8. Motion to **approve** Funding for Grant Writing Services targeted at water and wastewater. **(Approved by Engineering Services Committee April 25, 2023)**

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

9. Motion to **authorize** and **approve** Supplemental Agreement Number Eleven (SA11) for Cranston Engineering in amount of \$131,104.00 for the Augusta Levee Task Order. Task Order includes Levee structural encroachments condition assessment including drainage and structural inspections. Requested by Engineering / RFP 19-241 **(Approved by Engineering Services Committee April 25, 2023)**

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

10. Motion to **approve** Supplement funding (SA2) to Infrastructure Systems Management, LLC in the amount of \$295,420.23 for the Greene Street Improvements Construction Phase Services (CEI & Construction Rescoping). Requested by Engineering / RFP 18-312. **(Approved by Engineering Services Committee April 25, 2023)**

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

11. Motion to **approve** proposal from CDM Smith, Inc., to provide additional services for the Sanitary Sewer Model of the Fort Gordon Service area for the Utilities Department CO Amendment 1 - 19UTI809 **(Approved by Engineering Services Committee April 25, 2023)**.

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

12. Motion to **approve** proposal to enter an Engineering Services Contract with Cranston Engineering Group, P.C., to provide Planning and Due Diligence Design services towards the

repair of the Augusta Canal Diversion Dam in the amount of \$30,000.00. (RFQ 18-132) (**Approved by Engineering Services Committee April 25, 2023**)

Item 44.

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

FINANCE

13. Motion to **approve** a request from the Augusta Boxing Club regarding reimbursement (**refunding**) of 2022 property taxes. (**Approved by Finance Committee April 25, 2023**)

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

PUBLIC SAFETY

14. Motion to **approve** \$2,300,00 of Fire Department Fund Balance for the emergency purchase of a new aerial truck, repair two fire pumpers, repair one reserve aerial truck purchase light vehicles and \$145,000 from Property Sales for the purchase of an air truck. (**Approved by Public Safety Committee April 25, 2023**)

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

APPOINTMENT(S)

15. Motion to **approve** the Augusta Legislative Delegation's appointments and reappointment as attached to various ARC authorities, boards and commissions.

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

16. Motion to **approve** the reappointment of Mr. James Anderson to the Historic Preservation Commission representing District 10. (**Requested by Commissioner Wayne Guilfoyle**)

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

17. Motion to **approve** the appointment of Ms. Tonia Gibbons to the Augusta-Richmond County Library Board of Trustees representing District 9. **(Requested by Commissioner Francine Scott)**

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

18. Motion to **approve** the reappointment of Davis Beman to the Augusta Aviation Commission representing District 10. **(Requested by Commissioner Wayne Guilfoyle)**

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

19. Motion to **approve** the appointment of Elmyra Chivers to the Board of Zoning and Appeals representing Commission District 4. **(Requested by Commissioner Alvin Mason)**

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

20. Motion to **approve** the appointment of Ms. Christine B. Rhodes to the Augusta Richmond County Library Board of Trustees representing District 10. **(Requested by Commissioner Wayne Guilfoyle)**

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

PETITIONS AND COMMUNICATIONS

21. Motion to approve the minutes of the Augusta Commission held April 18, 2023 and Special Called Meeting held April 25, 2023.

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

******END CONSENT AGENDA******
AUGUSTA COMMISSION

AUGUSTA COMMISSION
REGULAR AGENDA

(Items 22-26)

ADMINISTRATIVE SERVICES

22. Motion to **approve** the renaming of Sammie Sias Way to Jamestown Lane effective immediately. **(Requested by Commissioner Alvin Mason)**

Motion to approve.

Motion made by Mason, Seconded by Guilfoyle.

Voting Yea: Garrett, Johnson, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Voting Nay: Williams

Motion carries 9-1.

FINANCE

23. Motion to **hire** a local third party accounting firm separate and independent from the external auditors who perform financial statements audits on an annual basis to perform regularly scheduled internal financial and operational audits on all City departments ensuring every department is audited at a minimum of once every four years. Said firm will present findings quarterly to the full Commission. **(Requested by Commissioner Catherine McKnight)**

Motion to hire a third party accounting firm separate and independent from the external auditors who perform financial statements audits on an annual basis to perform regularly scheduled operational audits on all City departments ensuring every department is audited at a minimum of once every four years. Said firm will present findings quarterly to the full Commission.

Motion made by Smith-McKnight, Seconded by Garrett.

Voting Yea: Garrett, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Voting Nay: Johnson

Voting Abstaining: Williams

Vote is taken to end debate on this matter.

Mr. Mason and Mr. Johnson vote No.

Vote carries 8-2.

(Vote on the motion)

PETITIONS AND COMMUNICATIONS

24. **Consider/approve** the nominated slate of Georgia Municipal Association's District 7 Officers for 2023-2024.

Mr. Frantom nominates Ms. Catherine McKnight as Augusta's vote to serve as the 3rd Vice President.

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

25. Motion to **approve** Georgia Department of Revenue Resolution of appointment for James Scott and William Mills to Augusta-Richmond County Board of Assessors.

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 10-0.

LEGAL MEETING

A. Pending and Potential Litigation

B. Real Estate

C. Personnel

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

ADDENDUM ITEM

1. Motion to approve entering into Contract Agreement with the Georgia Department of Transportation (GDOT) for Acquisition of Right of Way (ROW) Willis Foreman Road Improvements Project (PI #0013703). Also authorize Augusta Mayor and Clerk of Commission to execute "Resolution of the Local Government" Document, Georgia E-Verify Affidavit, and ROW Contract Document (electronic and hard copy) Engineering Department. (Requested by Commissioner Alvin Mason)

Unanimous consent is given to add this item to the agenda.

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Item 44.

Motion carries 10-0.

CALLED MEETING

COMMISSION CHAMBER
May 9, 2023

Augusta Richmond County Commission convened at 11:00 a.m., Tuesday, May 9, 2023, the Honorable Garnett Johnson, Mayor, presiding.

PRESENT: Hons. Johnson, Williams, Mason, Frantom, Garrett, Scott, McKnight, Pulliam, Lewis and Guilfoyle, members of Augusta Richmond County Commission.

Mr. Mayor: Good morning, colleagues. I hereby call this meeting to order. Clerk Bonner.

The Clerk: Yes, sir, Mr. Mayor. The attorney, Attorney Brown.

Mr. Mayor: Attorney Brown.

1. LEGAL MEETING

A. Pending and potential litigation

B. Real estate

C. Personnel

Mr. Brown: Thank you, Mayor and Commissioners. We request a motion to go into executive session for the discussion of pending or potential litigation, real estate and personnel.

Mr. Mason: So move.

Ms. McKnight: Second.

Mr. Mayor: There's a motion and second. Voting.

Mr. Johnson out.

Motion carries 9-0.

Mr. Mayor: Thank you. Madam Clerk, we are hereby adjourned to executive session.

[EXECUTIVE SESSION]

Mr. Mayor: Good afternoon, everybody, thank ya'll for being here. I call this meeting back to order. Attorney Brown.

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

Mr. Brown: Thank you, Mr. Mayor, Commissioners. We request a motion to execute the closed meeting affidavit.

Mr. Frantom: So moved.

Ms. McKnight: Second.

Mr. Mayor: So I have a motion and I have two seconds. Who was first?

The Clerk: Commissioner McKnight.

Mr. Mayor: Commissioner McKnight. If there are no further discussions, voting.

Motion carries 10-0.

Mr. Mayor: Thank you, Madam Clerk. Attorney Brown, are there any motions out of the closed-door session we need to address?

Mr. Brown: Yes, sir. We would request a motion to adopt a resolution authorizing the settlement of all claims by Linda McQueen in the aggregate amount of \$90,000 payable as follows: Linda McQueen and Joshua Tucker as her attorney, further authorizing the Administrator to disburse this amount of \$90,000 waiving Augusta, Georgia codes or ordinances, sections in conflict for this instance only and for other purposes.

Mr. Frantom: So moved.

Mr. Williams: Second.

Mr. Mayor: So I have a first –

The Clerk: Mr. Frantom and Mr. Williams.

Mr. Mayor: Madam Clerk, voting.

Mr. Johnson not voting.

Motion carries 9-0.

Mr. Mayor: Attorney Brown, are there any additional motions?

Mr. Brown: There is nothing further, Your Honor.

Mr. Mayor: Thank you so much, Attorney Brown. Before we move over to the committee meetings if we can, can we get the ladies from Aquinas High School into the Chambers? While we're waiting on the ladies from the state championship female soccer team, I want to wish everybody a National Travel and Tourism Week. This morning I was presented a \$44 million dollar check on behalf of the Destination Augusta group for champions that have invested in our community through conferences and events and a lot of other things. \$44,500,000 dollars and some change. If it's okay with my colleagues on the Commission, I'm adding this to a Special Called Meeting without objection. Any objections? Without objection. Thank you.

Presentations were made to the Aquinas High School State Champion Ladies Soccer Team.

Mr. Mayor: We've got one more point of privilege from commissioner from the 4th.

Mr. Mason: Thank you, Mr. Mayor. Could we have the representatives from Augusta Utilities team. Are they in here? If we can have Augusta Utilities come down front, please and if you would face this wonderful audience down here. For more than 40 years the American Waterworks Association has used Drinking Water Week as a unique opportunity for both water professionals and the communities they serve to recognize the vital role water plays in our daily lives. Augusta Utilities Department is a member of the American Waterworks Association and is celebrating Drinking Water Week from May 7 to May 12. Water serves as an essential purpose to health, hydration, and hygiene needs for the quality of life for our citizens. It delivers public health protection, fire protection, support for our economy and quality of life we enjoy. The hard work performed by the more than 250 employees of the Augusta Utilities and the entire water sector includes designing capital projects, operators ensuring the safety and quality of drinking water, members of our construction and maintenance crew maintaining the infrastructure communities rely on to transport high quality drinking water from the Savannah River to the homes and businesses of the Augusta Richmond County. Let us all join in with Augusta Utilities team and celebrate the service of Augusta Utilities and all in the water industry for the countless hours 365 days a year, 24 hours a day, seven days a week that they contribute to providing clean and safe drinking water. Can we please give them a big round of applause?

(APPLAUSE)

Mr. Mayor: Thank you guys. Director Byne and crew, thank you so much. Thank you, Commissioner Mason. With that being out last piece of business, I consider this special session closed. We are hereby adjourned.

[MEETNG ADJOURNED]

Lena J. Bonner
Clerk of Commission

CERTIFICATION:

I, Lena J. Bonner, Clerk of Commission, hereby certify that the above is a true and correct copy of the minutes of the Called Meeting of the Augusta Richmond County Commission held on May 9, 2023.

Clerk of Commission



Commission Meeting

May 16, 2023

Workshop on the administrator position job description

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve holding a workshop on the administrator position job description in the next 30 days. (Requested by Commissioner Sean Frantom)
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

Lena Bonner

From: Commissioner Sean Frantom
Sent: Wednesday, May 10, 2023 10:49 AM
To: Lena Bonner
Subject: Agenda item

Ms. Bonner,

Please add the following agenda item-

Motion to approve holding a workshop on the administrator position job description in the next 30 days.

Thank you,
Sean

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AED:104.1



Commission Meeting

May 16, 2023

Consider appointments to the Augusta Economic Development Authority

Department:	N/A
Presenter:	N/A
Caption:	Consider the following for appointment to the Augusta Economic Development Authority: (Submitted by Mayor Garnett Johnson)
	1. Greg Hill (Requested by Commissioner Tony Lewis); 2.) Melanie Taylor (Requested by Commissioner Sean Frantom. 3) Deke Copenhaver (Requested by Commissioner Wayne Guilfoyle). To replace the following 1) Henry Ingram, 2) Brenda Bonner 3) Remer Brinson
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

UPDATE: 03/10/21

NAME OF BOARD DEVELOPMENT AUTHORITY OF RICHMOND COUNTY

<u>MEMBER</u>	<u>TERM</u>	<u>APPOINTED</u>	<u>EXPIRATION</u>
W. Butch Gallop	4-yr.	06/16/20	6/03/23
Remer Brinson	4-yr.	10/08/08	6/03/11
Shell Berry	4-yr.	10/15/19	6/03/23
Wayne Gossage. Jr.	4-yr.	06/04/19	6/03/23

Charles Lamback	4 yr.	6/16/20	6/03/21
Bill Hollingsworth	4 yr.	2/07/17	6/03/17
Brenda Bonner	4 yr.	9/06/05	6/03/09
Steven Kendrick	4 yr.	06/04/19	6/03/21
Henry Ingram	4 yr.	9/06/05	6/03/09

Executive Director: Walter Sprouse, (706) 821-1321

Attorney: Robert C. Hagler (706) 724-0171

Meeting Date: Third Wednesday of each month at 10:00 A.M

Where: **Augusta Economic Development Authority**
Historic Enterprise Mill, Suite 560, 1450 Greene Street Augusta, GA
30901

Created: Pursuant to O.C.G.A. 36-62-04

Lena Bonner

From: Keona Shaw
Sent: Thursday, April 27, 2023 9:42 AM
To: Lena Bonner
Cc: Jasmine Sims; Nancy Morawski; Natasha L. McFarley; Garnett Johnson
Subject: Addendum Item
Attachments: APPOINTMENTS For Augusta Economic Development Authority Board.docx

Good morning Ms. Bonner,

Attached is the addendum item on behalf of Mayor Johnson, we had to correct the nominating Commissioner. If you have any questions, please contact me or Jasmine.

Kindest Regards,

Keona Shaw | Legislative Policy
Office of the Mayor
Augusta – Richmond County
535 Telfair Street, Suite 200 • Augusta, GA 30901
Office • 706.821.1831 | Mobile • 706.831.1019
kshaw@augustaga.gov | www.augustaga.gov



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AED:104.1

APPOINTMENTS(S)

Consider for appointment three to Augusta Economic Development Authority:

1. **Greg Hill (Requested by Commissioner Tony Lewis)**
2. **Melanie Taylor (Requested by Commissioner Sean Frantom)**
3. **Deke Copenhaver (Requested by Commissioner Wayne Guilfoyle)**

To replace the following board members based on term expiration:

1. **Henry Ingram**
2. **Brenda Bonner**
3. **Remer Brinson**



Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title Mr.

First Name* Gregory

Middle Name* Bernard

Last Name* Hill

Suffix

Date Of Birth* 10/3/1970

Address* Street Address
3026 Pointe West Drive
Address Line 2
City Augusta State / Province / Region Georgia
Postal / Zip Code 30909 Country United States

Home Phone* (706)564-5108

Work Phone (706)955-5909

Registered Voter* ☐ District 1 ☐ District 2
☐ District 3 ☐ District 4
☐ District 5 ☐ District 6
☒ District 7 ☐ District 8
☐ None

Marital Status* Single

Education* Master's Degree

Race* Black

Gender* Male

Occupation* Owner, G.B. Hill Medical Supply

Interests Business Consulting, Urban Planning, Traveling and Meeting New People...

Commissions, Authorities, & Boards

Volunteer For* Development Authority of Augusta Georgia
Click add below to apply for more than one board.

*

I currently have relatives working for the City of Augusta

☐ Yes

☒ No

*

I currently serve on an Augusta Board, Commission, or Authority

☐ Yes

☒ No

I would like to receive an email confirmation of my submission.

☒ Yes

☐ No

Email

greg@gbhillmedical.com



Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title	Ms.		
First Name *	Melanie		
Middle Name *	Anita		
Last Name *	Taylor		
Suffix			
Date Of Birth *	7/25/1984		
Address *	<p>Street Address</p> <p>738 Riverfront Dr</p> <p>Address Line 2</p> <p>City</p> <p>Augusta</p> <p>Postal / Zip Code</p> <p>30901</p>		
	State / Province / Region		Ga
	Country		Us
Home Phone *	706-284-7316		
Work Phone	706 945 0182		
Registered Voter *	<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input checked="" type="radio"/> District 1 <input type="radio"/> District 3 <input type="radio"/> District 5 <input type="radio"/> District 7 <input type="radio"/> None </div> <div style="width: 50%;"> <input type="radio"/> District 2 <input type="radio"/> District 4 <input type="radio"/> District 6 <input type="radio"/> District 8 </div> </div>		
Marital Status *	Single		
Education *	Some College		
Race *	Black		
Gender *	Female		
Occupation *	Business Owner		
Interests	Community Involvement, Growth and training		

Commissions, Authorities, & Boards

Volunteer For * Development Authority of Augusta Georgia

Click add below to apply for more than one board.

*

I currently have relatives working for the City of Augusta

☐ Yes

☒ No

*

I currently serve on an Augusta Board, Commission, or Authority

☐ Yes

☒ No

I would like to receive an email confirmation of my submission.

☒ Yes

☐ No

Email

melanie_taylor1@yahoo.com



Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title Mr.
First Name * David "Deke"
Middle Name * Spencer
Last Name * Copenhagen
Suffix
Date Of Birth * 11/20/1967
Address * Street Address
 507 Berckmans Road
 Address Line 2
 City State / Province / Region
 Augusta GA
 Postal / Zip Code Country
 30909 United States
Home Phone * 7068256314
Work Phone
Registered Voter *
☐ District 1
 ☐ District 2
☐ District 3
 ☐ District 4
☐ District 5
 ☐ District 6
☒ District 7
 ☐ District 8
☐ None
Marital Status * Married
Education * College Degree
Race * White
Gender * Male
Occupation * Small Business Owner
Interests

Commissions, Authorities, & Boards

Volunteer For * Development Authority of Augusta Georgia
 Click add below to apply for more than one board.

*

I currently have relatives working for the City of Augusta

☐ Yes

☒ No

*

I currently serve on an Augusta Board, Commission, or Authority

☐ Yes

☒ No

I would like to receive an email confirmation of my submission.

☒ Yes

☐ No

Email

me@dekecopenhaver.com



Commission Meeting

May 16, 2023

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the appointment of Ms. Collette D'Antignac to Augusta Economic Development Authority to replace Mrs. Brenda Bonner. (Requested by Commissioner Francine Scott)
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

UPDATE: 03/10/21

NAME OF BOARD AUGUSTA DEVELOPMENT AUTHORITY

<u>MEMBER</u>	<u>TERM</u>	<u>APPOINTED</u>	<u>EXPIRATION</u>
W. Butch Gallop	4-yr.	06/16/20	6/03/23
Remer Brinson	4-yr.	10/08/08	6/03/11
Shell Berry	4-yr.	10/15/19	6/03/23
Wayne Gossage. Jr.	4-yr.	06/04/19	6/03/23
<hr/>			
Charles Lamback	4 yr.	6/16/20	6/03/21
Bill Hollingsworth	4 yr.	2/07/17	6/03/17
Brenda Bonner	4 yr.	9/06/05	6/03/09
Steven Kendrick	4 yr.	06/04/19	6/03/21
Henry Ingram	4 yr.	9/06/05	6/03/09

Executive Director: Cal Wray, (706) 821-1321

Attorney: Robert C. Hagler (706) 724-0171

Meeting Date: Third Wednesday of each month at 10:00 A.M

Where: **Augusta Economic Development Authority**
Historic Enterprise Mill, Suite 560, 1450 Greene Street Augusta, GA
30901

Created: Pursuant to O.C.G.A. 36-62-04

Names changed from Development Authority of Richmond County to Development Authority of Augusta Georgia by the Augusta Commission Ordinance No. 7624 adopted June 19, 2018.

Board Details:

Meeting Date Third Thursday, of each month 10:00 A.M. Meeting Location Main Conference Room of Enterprise Mill, 1450 Greene Street, Augusta Georgia . Contact Mr. Cal Wray, President Contact Info 706-821-1321 Mission The Augusta Economic Development Authority is the single point of contact for economic development projects in Augusta-Richmond County. The Augusta Economic Development Authority is responsible for the recruitment of these new businesses in the areas of industrial, manufacturing, distribution, corporate and regional

headquarters, customer service centers, and assistance with other major economic development projects in the county. The DARC focuses on the existing industries of ARC to insure their continued expansions and retentions. The DARC works with neighboring development authorities through the 13-member Unified Development Council of the CSRA. Created Richmond County Industrial Development Act, No. 436 (House Bill No. 608) under the provisions of the "Revenue Certificate Law of 1937" (Ga. L. 1937, p.761 Notes Members are appointed by the governing authority of Richmond County and serve four-year terms.



Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title Mrs.
First Name * COLLETTE
Middle Name * GIVENS
Last Name * D'ANTIGNAC
Suffix
Date Of Birth * 12/10/1971
Address * Street Address
 4303 REGANS LANE
 Address Line 2
 City State / Province / Region
 AUGUSTA Georgia
 Postal / Zip Code Country
 30909 United States
Home Phone * 706-394-4819
Work Phone 706-222-4830
Registered Voter *
☐ District 1
 ☐ District 2
☐ District 3
 ☐ District 4
☒ District 5
 ☐ District 6
☐ District 7
 ☐ District 8
☐ None
Marital Status * Married
Education * College Degree
Race * Black
Gender * Female
Occupation * RETAIL BANK MANAGER
Interests TRAVELING, GOLF , CHURCH/COMMUNITY

Commissions, Authorities, & Boards

Volunteer For * Development Authority of Augusta Georgia
 Click add below to apply for more than one board.

*

I currently have relatives working for the City of Augusta

☐ Yes☒ No

*

I currently serve on an Augusta Board, Commission, or Authority

☐ Yes☒ No

I would like to receive an email confirmation of my submission.

☒ Yes☐ No

Email

collettedantignac@gmail.com

Lena Bonner

From: Commissioner Francine Scott
Sent: Wednesday, May 10, 2023 10:19 PM
To: Lena Bonner
Cc: Natasha L. McFarley
Subject: AEDA Appointment

Ms. Bonner,

I would like place on the agenda to appoint:

Ms. Collette D'Antignac to Augusta Economic Development Authority to replace Mrs. Barbara Bonner.

Please and thank you.

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Commission Meeting

May 16, 2023

Resolution of Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to adopt/approve Georgia Department of Revenue Resolution of Appointment of G. Bryan Simkins. and Robert O'Neal to the Augusta Board of Tax Assessors.
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

**RESOLUTION FOR THE APPOINTMENT TO THE
RICHMOND COUNTY BOARD OF TAX ASSESSORS**

WHEREAS, there is a vacancy on the Board of Assessors; and

WHEREAS, the law requires the County Commission must appoint a successor when a vacancy occurs; and

WHEREAS, the person appointed will serve a term of 4 years;

NOW THEREFORE BE IT RESOLVED, the Richmond County Board of Commission appoints Mr. Robert O'Neal to the Richmond County Board of *Tax* Assessors with this term of office to begin on APRIL 25, 2023 and expire on APRIL 24, 2027.

ADOPTED this 2nd day of May, 2023.

RICHMOND COUNTY BOARD OF COMMISSIONERS

Chairman

ATTEST:

County Clerk

**RESOLUTION FOR THE APPOINTMENT TO THE
RICHMOND COUNTY BOARD OF TAX ASSESSORS**

WHEREAS, there is a vacancy on the Board of Assessors; and

WHEREAS, the law requires the County Commission must appoint a successor when a vacancy occurs; and

WHEREAS, the person appointed will serve a term of 4 years;

NOW THEREFORE BE IT RESOLVED, the RICHMOND County Board of Commissioners appoints **Robert O'Neal** to the RICHMOND County Board of *Tax* Assessors with this term of office to begin on APRIL 25, 2023 and expire on APRIL 27, 2027.

ADOPTED this _____ day of _____, 2023.

RICHMOND COUNTY BOARD OF COMMISSIONERS

Chairman

ATTEST:

County Clerk

**Commission Meeting**

May 16, 2023

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
<u>REVIEWED AND APPROVED BY:</u>	N/A