



COMMISSION MEETING AGENDA

Commission Chamber

Tuesday, October 03, 2023

2:00 PM

INVOCATION

Reverend Tommie L. Benjamin, Pastor, Trinity C.M.E. Church

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

DELEGATION(S)

- A. **Ms. Cheryl Fleming** regarding opposition to the renaming of the Augusta Riverwalk.
- B. **Ms. Betty Powell** regarding naming the Riverwalk in honor of Ed McIntyre.
- C. **Ms. Monique Braswell** regarding the annual Feast before the Feast Event.

CONSENT AGENDA

(Items 1-6)

ADMINISTRATIVE SERVICES

- 1. Motion to **approve** Housing and Community Development Department's (HCD's) request to enter into contractual agreement with David Green Realty, LLC. for property management services (RFP 23-273). Recommendation of award is for a 2 year contract with option to extend for three (3) additional one (1) year terms. **(Approved by Administrative Services Committee September 26, 2023)**
- 2. Motion to **approve** two (2) Rehabilitation Projects in partnership with Curry Home Improvement. **(Approved by Administrative Services Committee September 26, 2023)**
- 3. Motion to **approve** utilizing state contract (#SWC 99999-SPD-ES40199373-002) for the purchase of five Ford F250s, at a total cost of \$271,350 from Allan Vigil Ford for the Richmond County Fire Department. **(Approved by Administrative Services Committee September 26, 2023)**
- 4. Motion to **approve** directing the Administrator to obtain completed Service Level Agreements (SLA's) from all departments by December 31, 2023 and report back to the Commission the agreed upon SLA timeframes for each service request. **(Approved by Administrative Services Committee September 26, 2023)**

FINANCE

- 5. Motion to **approve** agreements with Development Authority of Augusta (AEDA) for two projects, for Retail Recruitment and Industrial Recruitment, that were included in SPLOST 8, and

to authorize the Mayor to execute all appropriate documents. (**Approved by Finance Committee September 26, 2023**)

PETITIONS AND COMMUNICATIONS

- 6.** Motion to **approve** the minutes of the regular meeting of commission held September 19, 2023 and the Special Meeting held September 26, 2023)

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

AUGUSTA COMMISSION REGULAR AGENDA

(Items 7-34)

PUBLIC SERVICES

- 7.** **New Location: A.N. 23-39:** A request by Reginald M. McGee for a consumption on premise **Liquor, Beer & Wine** License to be used in connection with 211 Bar & Grill located at 4630 Mike Padgett Hwy. There will be **Dance**. District 8. Super District 10.
- 8.** **New Location: A.N. 23-40:** A request by **Robert Robertson** for a consumption on premise **Wine** License to be used in connection with That Flippin Egg #3 located at 3321 Mike Padgett Hwy. **District 6 Super District 10**
- 9.** **New Location: A.N. 23-41:** A request by **Vy Nguyen** for a consumption on premise **Incidental Wine** License to be used with Solar Nails located at 3697 Windsor Spring Rd. **District 6 Super District 10**
- 10.** Motion to approve Historic Preservation Training September 13-15, 2023 for members of the Augusta Historic Preservation Committee
- 11.** A motion to consider approval of the Georgia Power Electric Transportation Make Ready Program Customer Proposal Acceptance Letter.
- 12.** A motion to renew the Sec. 5311 Rural Transit grant application between the Georgia Department of Transportation (GDOT) and Augusta, Georgia for July 1, 2024, to June 30, 2025.
- 13.** Consider approving an Easement Deed, from Georgia Power Company, for a permanent access easement.
- 14.** Motion to approve Supplemental Agreement for a Tree Study on existing FAA Grant.
- 15.** Motion to Approve Change Order #1 to contract with RW Allen Construction for Fuel Farm Improvements for a total increase of \$34,215.96. Approved by the Augusta Aviation Commission on August 24, 2023. 23BFA132
- 16.** Request for Augusta Planning and Development Department to provide a status update on amending the current ordinance to allow Accessory Dwelling Units (ADUs). (**Requested by Commissioner Stacy Pulliam**).
- 17.** Approve the placement of a public art sculpture within the 511 Reynolds Street Pocket Park. (**Requested by the Administrator**)

ADMINISTRATIVE SERVICES

- 18.** Discuss and implement new policy for employees physically clocking in including SES employees. **(Requested by Mayor Pro Tem Brandon Garrett)**
- 19.** Motion to **approve** renaming one of the Augusta Recreation athletic ball fields, at the Diamond Lakes Regional Park located at 4335 Windsor Spring Rd, Hephzibah, GA, in honor of Fred Ancil “Andy” Cheek, III. **(Approved by Administrative Services Committee September 12, 2023) (Deferred from the Commission September 19, 2023 meeting)**
- 20.** Motion to **approve** the renaming the Augusta Riverwalk Park to the name of Edward M. McIntyre, Sr. Riverwalk Park, and the Augusta 8th Street Plaza to the Edward M. McIntyre, Sr. Square at 8th Street, and placing his name on the entrance of the 8th Street bulkhead archway. **(Approved by Administrative Services Committee September 12, 2023) (Deferred from the Commission September 19, 2023 meeting)**
- 21.** Motion to **approve** the renaming of the Augusta Utilities/Engineering Building, located at 425 Walker Street, Augusta, GA, in honor of former Utilities Director Thomas D. Wiedmeier P.E. **(Approved by Administrative Services Committee September 12, 2023) (Deferred from the Commission September 19, 2023 meeting)**
- 22.** Motion to **approve** a collaboration between Augusta, Georgia, and the City of Savannah and the Chatham-Savannah Authority for the Homeless, to launch a public awareness campaign ‘Give Change That Counts’, and to authorize the mayor to execute all appropriate documents. **(No recommendation from Administrative Services Committee September 26, 2023)**

ENGINEERING SERVICES

- 23.** Presentation by Mr. Ming F. Lin regarding the demolition of his driveway located at 3653 Wrightsboro Road.
- 24.** Receive as information Purchase of Quincy Compressor & Accessories in amount of \$89,665.91 from Quincy Company for Landfill Gas Plant. Requested by Engineering. Bid 22-057
- 25.** Receive as information Purchase of Waste Wheel Carts in amount of \$94,080.00 from Otto Environmental Systems. Requested by Engineering. Bid 23-165
- 26.** Approve \$180,000 to continue the funding for the current Waste Wheel Carts Contract to Otto Environmental Systems. Requested by Engineering. Bid 23-165
- 27.** Approve and Authorize Execution of Augusta’s Zone 1 Residential Waste & Recyclable Collection Service Contact Extension Agreement with Georgia Waste System LLC for a Transitional period up to Six (6) months beginning January 1, 2024 to ensure continuity of such Contracted Services during existing contract transition to a new contract (RFP 23-112). Requested by Engineering. Bid 12-112
- 28.** Approve Award of “Augusta’s Right of Way & other Areas Trees Management and Trees Removal” Contract to Big Dog Stump & Tree and Atlanta Premier Tree Solution, LLC subject to receipt of signed contract and proper insurance documents. The Contract is effective 10/1/2023 for three years with an option to renew for two additional one-year terms. Requested by Engineering. RFP 23-252
- 29.** Approve Authorizing Augusta Engineering & Environmental Services Department Soliciting Qualification Based Proposals for Conducting Audit, Condition Assessment, and Operational Assessment of presently Augusta’s owned Street Lighting/Outdoor Lighting Facilities (Overhead

Lighting, Fixtures & Associated Items) and Accordingly Developing Potential Energy Saving Upgrades & Operational Program. Requested by Engineering

FINANCE

- 30.** Motion to **approve** funding to replace irrigation system for the entire length of Henry Street. **(Requested by Commissioner Catherine McKnight)**
- 31.** Consider a request from Mr. Aaron Matthews regarding a property tax abatement for the property located adjacent to Matthews Motors at 1365 Gordon Highway. **(No recommendation from Finance Committee September 26, 2023)**

PUBLIC SAFETY

- 32.** Approve assigning the honorary name designation of Frank Yerby St to Hall Street.
- 33.** Discussion concerning facility conditions and treatment of inmates at the Charles B. Webster Determine Center. **(Requested by Commissioner Catherine McKnight)**

LEGAL MEETING

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



Commission Meeting

October 3, 2023

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Ms. Cheryl Fleming regarding opposition to the renaming of the Augusta Riverwalk.
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/Committee: (Please check one)

- ☒ **Commission**
☐ **Public Services Committee**
☐ **Administrative Services Committee**
☐ **Engineering Services Committee**
☐ **Finance Committee**
☐ **Public Safety Committee**

Contact Information for Individual/Presenter Making the Request:

Name: Cheryl S. Wilson
 Address: 475 Falcon Dr., Augusta, GA 30907 (Richmond County)
 Telephone Number: 706-495-3488
 Fax Number: _____
 E-Mail Address: cwilson475@comcast.net

Caption/Topic of Discussion to be placed on the Agenda:

Renaming Augusta River Walk - Opposed

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
Room 806 Municipal Building	E-Mail Address: lbonner@augustaga.gov
530 Greene Street	
Augusta, GA 30911	

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 5:00 p.m. on the Wednesday preceding the Commission or Committee meeting of the following week. A five-minute time limit will be allowed for presentations.

Commission meetings are held on the first and third Tuesdays of each month at 2:00 p.m. Committee meetings are held on the second and last Mondays of each month from 12:30 to 3:30 p.m.

**Commission Meeting**

October 3, 2023

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Ms. Betty Powell regarding naming the Riverwalk in honor of Ed McIntyre.
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: Lisa Patterson <lisa@trotterjones.com>
Sent: Wednesday, September 27, 2023 4:33 PM
To: Nancy Morawski
Subject: [EXTERNAL] Agenda Item Request
Attachments: Agenda Item Request Form.pdf

Please see attached from Betty Powell.

Thanks,

Lisa Patterson

Paralegal

3615 Walton Way Ext

Augusta, GA 30909

Phone: (706) 412-5288

Fax: (706) 410-1171

Email: lisa@trotterjones.com

Website: www.trotterjones.com

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FUNDS IN PROPER FORMAT

Georgia law (O.C.G.A Section 44-14-13, the "Good Funds" law) requires all funds to be received by the closing attorney in excess of \$5,000.00 be in the form of a wire. For amounts in between \$1,000.00 and \$5,000.00, a certified check issued by a local bank will be accepted. If you have any questions regarding these requirements, please contact the closing department so as to avoid any delay in the disbursement of your closing. Personal checks will be accepted for less than \$1,000.00, at the discretion of the closing attorney. If you need to transmit funds by wire, please contact us for wiring instructions. If you are arranging funds in advance of our preparation of the Settlement Statement, we recommend discussing the estimated amount due at closing with your Lender, then wiring that amount to us. Certified checks, if applicable, should be payable either to "TROTTER JONES, LLP", or to your own name and then endorsed to us at closing.

[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.]**

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 checked="" type="checkbox"/> Commission	Date of Meeting <u>October 3, '23</u>
<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 type="checkbox"/> Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: Betty Powell
 Address: # 2 Retreat Place 30909
 Telephone Number: 706-313-5045
 Fax Number: _____
 E-Mail Address: bm.powell@knology.net

Caption/Topic of Discussion to be placed on the Agenda:

Naming Riverwalk in Honor of
Ed Mc Intyre

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.



Commission Meeting

October 3, 2023

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Ms. Monique Braswell regarding the annual Feast before the Feast Event.
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 checked="" type="checkbox"/> Commission	Date of Meeting	10/3/2023
<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 type="checkbox"/> Finance Committee	Date of Meeting	_____

Contact Information for Individual/Presenter Making the Request:

Name: Monique Braswell
 Address: 5117 Devon Lane Augusta GA 30909
 Telephone Number: 706.399.4343
 Fax Number: _____
 E-Mail Address: mrsbras@gmail.com

Caption/Topic of Discussion to be placed on the Agenda:

Annual Feast Before Feast Event

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.



Commission Meeting

October 3, 2023

HCD_ Property Management Services Approval Request to David Greem Realty – RFP23-273

Department:	HCD
Presenter:	Hawthorne Welcher, Jr. and/or HCD Staff
Caption:	<p>Motion to approve Housing and Community Development Department's (HCD's) request to enter into contractual agreement with David Green Realty, LLC. for property management services (RFP 23-273). Recommendation of award is for a 2 year contract with option to extend for three (3) additional one (1) year terms. (Approved by Administrative Services Committee September 26, 2023)</p>
Background:	<p>Earmarked by the Augusta Georgia Land Bank Authority, HCD currently has 53 rental units throughout the Augusta, Georgia, Richmond County Area. Auben Realty previously managed the units, but the Augusta, Georgia Commission is reviewing the appointment of David Green Realty LLC as the new property management company. The primary objective of these rental units is to improve Augusta's housing index and address the affordable housing crisis in the area.</p>
Analysis:	<p>Despite the agreement's expiration between Auben Realty and Augusta c/o HCD, the relationship remains intact. An RFP was issued for the servicers following the Augusta Procurement Code procedures. Four (4) vendors responded to the RFP. Through the evaluation process, David Greene Realty received the highest score. The Department requested to enter into negotiations with the vendor. Following a fair process that followed the proper procedures, the Department is requesting award to David Green Realty, LLC. as the new management company. The recommendation of award is for a 2 year contract with option to extend for three (3) additional one (1) year terms.</p> <p>The approval will allow HCD to continue to provide decent, safe, and affordable housing to citizens in the Augusta-Richmond County area.</p> <p>If approved by the Augusta, Georgia Commission, as per the budget, the management service fee for the contract term is estimated to be \$85 per unit for 53 units, resulting in a total cost of \$4,505.</p>

HCD is committed to seeking viable assets to further the department's mission, create housing opportunities, and prevent the displacement of Augusta's residents. This will lead to an increase in units, revenue, and management fees.

Financial Impact:

HCD has planned to use the rent proceeds collected from the rental units that were funded by various sources, including HOME Investment Partnership, Housing Opportunities for Persons with Aids (HOPWA), Community Development Block Grant (CDBG), Neighborhood Stabilization Program (NSP), and Laney Walker Bethlehem Bond (LWB).

As per the budget, the management service fee for the contract term is estimated to be \$85 per unit for 53 units, resulting in a total cost of \$4,505.00. Through regular reporting, HCD will keep Augusta's Finance Department informed about any updates related to the units, revenue, and management fees.

Alternatives:

Do not approve HCD request to enter into an agreement with David Green Realty, LLC., for Property Management Services.

Recommendation:

Motion to approve Housing and Community Development Department's (HCD's) request to enter into contractual agreement with David Green Realty LLC., for property management services.

Funds are available in the following accounts:

Rent received from units in the form of Program Income (PI), from grants awarded by the U.S. Department of Housing and Urban Development (HUD) e.g., HOME, HOPWA, NSP, BOND.

CDBG-221073211-5211119-Eight (8) Units

- Total CDBG \$4,248.00 (Total Rent for 1 Month)
 -\$680.00 (Management Fee \$85 per unit)
 \$3568.00

HOME-221073112-5211119-Twenty (21) Units

- Total HOME \$10,611.00 (Total Rent for 1 Month)
 -\$1,785.00 (Management Fee \$85 per unit)
 \$8,826.00

HOPWA-221073213-5211119-Six (6) Units

- Total HOPWA \$2,984.00 (Total Rent for 1 Month)
 -\$510.00 (Management Fee \$85 per unit)
 \$2,474.00

NSP (1&3)-221073217-5211119-Thirteen (13) Units

- Total NSP (1&3) \$5,728.00 (Total Rent for 1 Month)
 -\$1,105.00 (Management Fee \$85 per unit)
 \$4623.00

BOND-297075220-5211119-Five (5) Units

- Total Bond \$3,390.00 (Total Rent for 1 Month)
 -\$425.00 (Management Fee \$85 per unit)
 \$2965.00

**REVIEWED AND
APPROVED BY:**

Procurement
Finance
Law
Administrator
Clerk of Commission

AUGUSTA, GEORGIA HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
PROFESSIONAL SERVICES AGREEMENT

between
AUGUSTA, GEORGIA
and
DAVID GREENE REALTY, LLC

This agreement made and entered into this ____ day of ____ 2023 (the “Effective Date”), by and between Augusta, Georgia, (hereinafter referred to as “Augusta”) a political subdivision of the State of Georgia, acting by and through the Augusta, Georgia Housing and Community Development Department (“HCD”) whose address is 510 Fenwick Street, Augusta, GA, and David Greene Realty, LLC, (hereinafter referred to as the Consultant or Property Manager) a Limited Liability Company whose address is 119 Davis Road, Suite 1F, Augusta, GA 30907.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Consultant and Augusta, intending to be legally bound, do hereby covenant and agree as follows:

ARTICLE I.

SCOPE OF SERVICES TO BE PROVIDED

- A.** Consultant will conduct those activities as indicated in RFP 23-273, Section III, “Scope of Services,” which is incorporated herein by reference as if each and every section and subsection thereof is subsequently recited below, including but not limited to:
 - a. Marketing properties for rent;
 - b. Screening and Selecting Tenants with appropriate background, identify, credit and financial investigations and in keeping with pre-defined tenant criteria;
 - c. Supervising and coordinating Tenant Move-In;
 - d. Collecting rent and enforcing late fees;
 - e. Conducting dispossessory proceedings and obtaining possession of properties following default of Tenant, restoring properties to rentable condition;
 - f. Maintaining management-level legal compliance and coordinating with legal counsel as necessary;
 - g. Conducting Inspections on a quarterly or as-needed basis and providing periodic reports on property condition;
 - h. Maintaining complete financial records and make disbursements to vendors, documenting all payments forensically with receipts and invoices;
 - i. Conducting all regular, preventive and emergency maintenance, documenting repair and maintenance activity and providing reports; and
 - j. Supervising Tenant move-out and return of property to the rent roll.
- B.** Consultant agrees to provide, as an essential and necessary component of the contract, those services described in RFP-273, Section IV, “General Expectations,” the following services under this subsection. Failure to provide these essential services may cause a default and termination under this agreement or may result in a reasonable reduction of

compensation to the Property Manager, to either be agreed upon by the parties or to be submitted to a mutually-agreed upon third-party arbitrator.

- a. The Property Manager must assign at least two (2) Project Managers to perform the services under this Contract, and at least one Project Manager being available 24 hours per day/365 days per year in the event an emergency arises.
- b. The Property Manager shall acknowledge and fulfill (or commence) all HCDs requests for emergency work no later than sixty minutes of notice from tenant or HCD;
- c. HCD requests for non-emergency work should be acknowledged within 24 hours and fulfilled (or commenced) within two (2) business days;
- d. When on HCD property or engaging in business related to the scope of work contained herein, the Property Manager, and its employees and Consultants, must represent themselves professionally, be courteous to HCDs users, and wear clothing that identifies their employer. When questioned, Property Manager and/or its subconsultants or employees' should state for whom they work and the general nature of the work to be performed;
- e. The Property Management shall designate a Project Manager as the principal point of contact for the day-to-day communications and notify HCD of the same. If there is a change in project manager, the Property Manager must immediately notify HCD of the new Project Manager. If, at any point during the term of the contract, the Property Manager has not provided HCD with the correct contact information for the Project Manager HCD shall be authorized to terminate the Agreement pursuant to Notice requirements;
- f. The Property Manager shall maintain and provide to HCD a list of pre-approved subconsultants, properly licensed to do work in Georgia, for services including fencing, landscaping, tree removal, site security, graffiti removal, demolition, electrical, plumbing mechanical, framing and roofing. Prior to releasing any subconsultants to perform work on an HCD asset, the Contract, evidence of insurance (copy of COI) and license information shall be provided to HCD;
- g. The Property Manager shall communicate in a professional manner with HCD staff, as well as other Consultants utilized by HCD;
- h. The Property Manager shall perform all activities in an efficient manner, using standard commercial practices and using appropriately licensed subconsultants;
- i. Environmentally sustainable practices should be utilized whenever practical;
- j. As part of the continuation of requirements set forth by the federal programs, Property Manager is also responsible for the maintenance of properties acquired by HCD to be utilized as affordable rental and or homeownership. The Property Manager must be willing to take on new units as indicated by HCD.
- k. Property Management shall perform, or cause to be performed, all asset inspections on a quarterly basis, and submits reports resulting from said inspections to HCD inspections to HCD no later than 24-hours after completion of the physical inspection. Inspection reports shall contain exterior and interior (if applicable) photographs of each asset. Failure to complete inspections and/or submit inspection reports as required may result in a reduction in compensation to Property Manager;
- l. No later than 24-hours after completion of any repairs, Property Manager shall submit photographs to HCD documenting that the repairs have been completed. Failure to submit photographs may result in delayed and/or reduced compensation;
- m. Property Manager shall submit all invoices promptly upon completion of the work. Failure to submit invoices timely may result in delays in payment processing, Property Manager should expect to receive payment within 30 days after HCD received and approved invoice.

- n. Property Manager is expected to begin work on on-call non-routine maintenance without any initial deposit from HCD. This expectation includes situations where a subconsultant is requiring a deposit to commence work, in which case the Property Manager shall pay the deposit to the subconsultant so that work may begin. If the Property Manager has a limit on the amount of work it can perform prior to payment by HCD, Property Manager must disclose that amount part of its response to this Request For Proposal (RFP).

ARTICLE II

TERM

Agreement Term The term of this Agreement commences on the Effective Date hereof and terminates absolutely and without further obligation on the part of Augusta, Georgia each and every December 31st, unless terminated earlier in accordance with the termination provisions of the Agreement. The term of this agreement automatically renews on each January 1st, unless terminated in accordance with the termination provisions of the Agreement. Any extension is contingent upon funding and satisfactory delivery and performance, to be determined in Augusta, Georgia's sole discretion. The term of this Agreement will be two years from the date of the effective date. Upon written agreement between the Parties, the Agreement may be extended for an additional year, but no further than three extensions, for a total of five years of the length of this Agreement, shall be permitted.

ARTICLE III

CONSIDERATION/FEES

- A. Augusta shall pay to consultant a fixed price of eighty-five and 00/100 United States Dollars (\$85.00) per month for each leased unit. In addition, Consultant shall receive One-half of the first full month's lease payment for each new leased unit. All payments shall be forwarded to HCD and HCD will deduct fees and payments from rents and then return appropriate amounts to consultant.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF CONSULTANT

Consultant hereby represents and warrants to HCD as follows:

- A. **Due Authorization and Binding Obligation.** This Agreement has been duly authorized, executed and delivered by Consultant and constitutes a legal, valid and binding obligation of Consultant, enforceable against Consultant in accordance with its terms, except to the extent its enforceability may be limited by (i) applicable bankruptcy, reorganization, moratorium or similar laws affecting enforcement of creditors' rights or remedies generally, (ii) general equitable principles concerning remedies, and (iii) limitations on the enforceability of rights to indemnification by federal or State laws or regulations or public policy.
- B. **No Conflict.** To its knowledge, neither the execution nor delivery of this Agreement by Consultant, nor the performance by Consultant of its obligations hereunder (i) conflicts with, violates or results in a material breach of any law or governmental regulation applicable to Consultant, (ii) conflicts with, violates or results in a material breach of any term or condition of any order, judgment or decree, or any contract, agreement or instrument, to which Consultant is a party or by which Consultant or any of its properties or assets are bound, or constitutes a material default under any of the foregoing, or (iii) constitutes a default under or results in the creation of, any lien, charge, encumbrance or

security interest upon any assets of Consultant under any agreement or instrument to which Consultant is a party or by which Consultant or its assets may be bound or affected.

- C. No Approvals Required.** No approval, authorization, order or consent of, or declaration, registration or filing with, any Governmental Authority is required for the valid execution and delivery of this Agreement by Consultant or the performance of its obligations hereunder, except such as have been duly obtained or made.
- D. Financial Condition.** There has been no material adverse change in the financial condition of Consultant that would impair the ability of Consultant to perform its obligations under this Agreement.
- E. No Collusion.** Consultant's Proposal is genuine and not collusive or a sham. Consultant has not colluded, conspired, connived or agreed, directly or indirectly, with any other person, to put in a sham proposal, or to refrain from proposing, and has not in any manner, directly or indirectly, sought, by agreement, collusion, communication or conference with any person, to fix the prices of Consultant's proposal or the proposals of any other person or to secure any advantage against any person interested in this Agreement.
- F. Information Supplied By Consultant.** The information supplied and representations and warranties made by Consultant and in all submittals made in response to the RFP, including Consultant's Proposal, and in all post-proposal submittals with respect to Consultant (and, to its knowledge, all information supplied in such submittals with respect to any subsidiary or subcontractor) are true, correct and complete in all material respects. Consultant's Proposal does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary in order to make the statements therein not misleading.
- G. Ethics: Gratuities and Kickbacks.** Neither Consultant, any subsidiary, or any agent or other representative of Consultant has given or agreed to give, any employee or former employee of HCD or any other person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a procurement requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any procurement requirement or an Agreement or subcontract, or to any solicitation or proposal for an Agreement or subcontract. Notwithstanding any other provision hereof, for the breach or violation of this representation and warranty and upon a finding after notice and hearing, Augusta may terminate this Agreement.
- H. Contingent Fees.** The Consultant 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 Consultant for the purpose of securing business and that the Consultant has not received any non-Augusta fee related to this Agreement without the prior written consent of the Augusta. For breach or violation of this warranty, the Augusta 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.
- I. Existence and Powers.** Consultant is a corporation duly organized and validly existing under the laws of Georgia and is duly qualified to do business in the State of Georgia, with

full power, authority and legal right to enter into and perform its obligations under this Agreement.

- J.** Augusta's selection of the Consultant was made with specific reliance on the qualifications and experience of specific Consultant staff identified in the Consultant's response to RFP 23-273, incorporated herein by reference. Unless substitutions are otherwise approved by Augusta or HCD, Consultant agrees to assign specific staff members to this Agreement substantially in keeping with the roles articulated in Consultant's response.
- K.** The ownership of all data, drawings, charts, etc. which are prepared or produced under this Agreement shall be that of Augusta, Georgia.
- L.** Contractor acknowledges that Augusta, Georgia is an "agency" pursuant to the Georgia Open Records Act, OCGA 50-18-70 et seq., and agrees to cooperate with any request for public records pursuant to that Act if such lawful request is made to Augusta, Georgia, or Contractor for public records that are open for inspection and copying pursuant to that Act. Contractor shall comply with any requirements for that Act for affidavits for trade secrets or other such confidential information that Contractor wishes to keep confidential pursuant to the requirements of law.

ARTICLE V

INSURANCE

- A.** David Greene Realty, LLC shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy that will ensure and indemnify Augusta 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 David Greene Realty, LLC during the term of this Agreement. David Greene Realty, LLC shall provide, at all times, Worker's Compensation insurance in accordance with the laws of the State of Georgia. Augusta will be named as an additional insured with respect to David Greene Realty, LLC's liabilities hereunder in insurance coverages. The policies shall be written by a responsible company(s), to be approved by Augusta, and shall be noncancellable except on thirty (30) days' written notice to Augusta. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Consultant is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Consultant under this Agreement:
- B.** The Consultant shall carry professional/public liability insurance coverage in the amount of One Million Dollars \$1,000,000 covering itself and all of its employees and agents.
 - a. Additional Insured – Consultant agrees to endorse Augusta as an Additional Insured on the Commercial General Liability. The Additional Insured shall read 'Augusta as its interest may appear'.
 - b. Certificate of Insurance – Consultant agrees to provide Augusta a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. If Consultant receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Consultant agrees to notify Augusta within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

ARTICLE VI

TERMINATION

- A. Augusta may terminate this Agreement upon thirty (30) days written notice to the Consultant for any reason whatsoever at its sole discretion. HCD shall, upon invoice, pay for all service rendered to the date of termination as provided for herein.
- B. Augusta shall have the right to terminate this Agreement for a violation of the terms hereof, at any time after thirty (30) days' notice, other such other time period as set forth in such notice, has been given to the Consultant and unless corrective action has been taken or commenced within said thirty (30) day period and thereafter diligently completed.
- C. **Termination of the Agreement for Default.** Failure of the Consultant, which has not been remedies or waived, to perform or otherwise comply with a material condition of the Agreement shall constitute default. Augusta, Georgia may terminate this contract in part or in whole upon written notice to the Consultant pursuant to this term.
- D. Augusta shall have the right to terminate this Agreement immediately upon or after any of the following:
 - a. **Assignment for Creditors:** The Consultant makes a general assignment for the benefit of creditors.
 - b. **Bankruptcy:** The Consultant files a petition for relief as a debtor under any Article or chapter of the Federal Bankruptcy Code, as amended from time to time.
 - c. **Receivership:** A receiver, trustee, or custodian is appointed for all or substantially all of the assets of the Consultant in any proceeding brought by or against the Consultant, or the Consultant consents to or acquiesces in such appointment.
- E. **Termination.** Augusta may terminate this Agreement any time for breach of contractual obligations by providing written notice of such cancellation. Should Augusta exercise its right to cancel the Agreement for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation. Furthermore, Augusta may terminate this Agreement at any time upon the giving of written notice as follows:
 - a. In the event that the Consultant fails to discharge any obligations or remedy any default or breach under this Agreement for a period continuing more than thirty (30) days after the providing written notice specifying such failure or default and that such failure or default continues to exist as of the date upon which such notice so terminating this Agreement is given; or
 - b. In the event that the Consultant makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium; or
 - c. In the event that appropriate and otherwise unobligated funds are no longer available to satisfy the obligations of HCD.
- F. **Temporary Suspension or Delay of Performance of Contract.** To the extent that it does not alter the scope of this Agreement, Augusta Georgia may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by Consultant under this Agreement.

ARTICLE VII
MISCELLANEOUS PROVISIONS

- A. Consultant will promptly observe and comply with applicable provisions of all published federal, state, and local laws, rules and regulations which govern or apply to the services rendered by Consultant herein, or to the wages paid by Consultant to its employees.
- B. Consultant will procure and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits, and other authorizations as are required herein.
- C. All reports, documents, data bases, commercials, and other deliverable products produced by Consultant for sole purposes of HCD under the terms of this Agreement will at all times be the exclusive property of HCD.
- D. **Governing Law.** This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of Georgia, irrespective of the place of execution or the place or places of performance.
- E. **Counterparts.** This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.
- F. **Severability.** In the event that any part, provision or term of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.
- G. **No Third Party Beneficiary.** This Agreement is intended to be solely for the benefit of Consultant and Augusta and their respective successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any Person not a signatory hereto.
- H. **HCD Approvals and Consents.** When this Agreement requires any approval or consent by Augusta Housing & Community Development to a Consultant submission, request or report, the approval or consent shall be given by HCD's Authorized Representative in writing and such writing shall be conclusive evidence of such approval or consent, subject only to compliance by HCD with the applicable law that generally governs its affairs. Unless expressly stated otherwise in this Agreement, and except for requests, reports and submittals made by the Consultant that do not, by their terms or the terms of this Agreement, require a response or action, if HCD does not find a request, report or submittal acceptable, it shall provide written response to Consultant describing its objections and the reasons therefore within thirty (30) days of the HCD's receipt thereof. If no response is received, the request, report or submittal shall be deemed rejected.
- I. **Notices and Authorized Representatives.** All notices, consents, approvals or communications required or permitted hereunder shall be and may be relied upon when in writing and shall be (i) transmitted by registered or certified mail, postage prepaid, return receipt requested, with notice deemed to be given upon receipt, or (ii) delivered by hand or nationally recognized courier service, or (iii) sent by facsimile transmission with confirmed receipt thereof, with a hard copy thereof transmitted pursuant to (i) or (ii) above.

All such notices, consents, approvals or communications shall be addressed as follows:

For Augusta:

Office of the Mayor
535 Telfair Street
Suite 200
Augusta, Georgia 30901
&
Augusta Housing and Community Development
510 Fenwick Street
Augusta, Georgia 30901
Attn: Hawthorne Welcher

With a Copy to:

General Counsel
Augusta Law Department
535 Telfair Street, Building 3000
Augusta, GA 30901

For Consultant:

David Greene Realty, LLC
119 Davis Road, Suite 1F
Augusta, GA 30907
Attn: David Greene

With a Copy to:

Phillip Hibbard
Phillip Scott Hibbard, P.C.
205 Pitcarin Way
Augusta, GA 30909

- J. Nondiscrimination.** During the performance of services under this Agreement, Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. Consultant will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action will include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- K. Indemnification.** Consultant hereby agrees to hold harmless, indemnify and defend Augusta, Augusta Housing & Community Development, its members, elected officials, officers and employees, against any claim, action, loss, damage, injury (whether mental or physical, and including death to persons, or damage to property), liability, cost and expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs, arising from any act or non-act or the commission or omissions of any act while under the terms of this Agreement.

- L. Compliance with laws:** The Consultant shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or City statute, ordinances and rules during the performance of any contract between the Consultant and Augusta. Consultant shall also provide, pay for, and maintain with companies, reasonably satisfactory to Augusta, the types of insurance as set forth in the Augusta-Richmond County Code, and Georgia law as the same may be amended from time to time.
- M. Prompt Pay Act.** The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.
- N.** 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 Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor'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 Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor 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 Contractor. Contractor 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.
- O.** 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.

- P.** Throughout the term of this contract, Consultant will comply with all applicable federal, state, or local laws related to equal employment opportunity and will not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. Consultant will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Consultant certifies that it is not, nor will it employ any individuals or subcontractors who are debarred, suspended, or otherwise excluded by the U.S. Department of Housing and Urban Development, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Consultant further certifies it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Further, Consultant will promptly disclose to Augusta if this certification ceases to be accurate at any point during the contract period. As applicable, Consultant will comply with the requirements of 2 CFR 200.322 related to the procurement of materials under this contract.
- Q. Inspection.** Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of Consultant or any subcontractor of Consultant or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia. Consultant agrees to maintain records of costs and services provided to document and fully support billings. All books, records and other documents relevant to this agreement shall be retained for a period of three years after the end of the fiscal year during which they were created. Augusta and their duly authorized representatives shall have access to the books, documents, papers, and records of Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- R. Independent Contractor.** The Consultant shall act at all times as an independent contractor, not as an agent of Augusta or Augusta Housing & Community Development; and shall retain control over its employees, agents, servants and subcontractors.
- S. Assignment and Subcontracting.** The Consultant shall not sell, convey, transfer, mortgage, subcontract, sublease or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of Augusta. Any assignment or transfer of this Agreement or any rights of the Consultant hereunder, without the prior written consent of Augusta shall be invalid, and shall convey to Augusta the right to terminate this Agreement at its sole discretion.
- T. Choice of Law and Venue.** This Agreement shall be performable and enforceable in the Superior Court of Richmond County, Georgia, and shall be construed in accordance with the laws of the State of Georgia. Consultant by execution of this Agreement specifically consents to jurisdiction and venue in the Superior Court of Richmond County and waives any right to contest same.
- U. Invalid Provisions:** If any covenant, condition or provision contained in this Agreement is held to be invalid by any Court of competent jurisdiction, the invalidity of any such

covenant, condition or provision shall in no way affect any other covenants, conditions or provisions contained in this Agreement; provided, that the validity of such covenant, condition or provision does not materially prejudice either the HCD or Consultant in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

- V. Waivers.** Failure by Augusta to insist upon the strict performance by the Consultant of any of the terms herein contained shall not constitute a waiver of Augusta's right to thereafter enforce any such term, but the same shall continue in full force and effect. The exercise of any right to terminate arising under this Agreement shall not operate to deprive Augusta of any coexisting right to seek damages or other remedies arising from the default of the Consultant.
- W. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and will supersede and replace all prior agreements or understandings, written or oral, in relation to the matters set forth herein. Notwithstanding the foregoing, however, Consultant hereby affirms the completeness and accuracy of all of the information provided by it in its proposal to Augusta in pursuit of this Agreement. Should there be a conflict between any provision in this Agreement and the Consultant's response to RFP 22-273 (Exhibit "A"), the Consultant's response to RFP 22-273 shall take precedence over this Agreement.

SIGNATURES ON NEXT PAGE OVER

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

David Greene Realty, LLC

Name: David Greene

Title: Managing Member

Signature: _____

Date: _____

Augusta, Georgia Mayor

Name: Garnett L. Johnson

Title: Mayor

Signature: _____

Date: _____

Augusta Housing and Community Development Department

Name: Hawthorne Welcher Jr.

Title: Director

Signature: _____

Date: _____

Attest: _____

Lena J. Bonner, Clerk of Commission

EXHIBIT A**SCOPE OF SERVICES:**

The Property Manager will be required to provide full service, comprehensive property management and maintenance services necessary to maintain and preserve the properties acquired as a part of the Augusta, GA (HCD) project. The Property Manager must have a least two years of work experience and knowledge of the federal programs and guidelines as listed in the request. The Property Manager will be responsible for regularly assessing the conditions of the properties, mobilizing quickly to address repairs and other issues requiring immediate attention, and developing and implementing preventive maintenance measures. At HCD's request, the Property Manager (or its subcontractor) shall secure properties, repair asset damage, perform preventive maintenance, and provide design services and build-out of minor site renovations and improvements that may fall outside of normal routine property maintenance. Property management must be able to provide a response time of no more than sixty (60) minutes for emergency or repair calls. For each fiscal year, the procured company will be responsible for the verification of persons requesting application to ensure the total household income does not exceed the 80% AMI limit.

GEORGIA-STATE INCOME LIMITS**Augusta-Richmond County****Fiscal Year: 2023; Median Family Income: \$78,000**

FY 2023 Income Limit Area Median Income	FY 2022 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Richmond County \$ 78,000	Extremely Low (30%) Income Limits	\$ 16,400	\$ 18,750	\$ 21,100	\$ 23,400	\$ 25,300	\$ 27,150	\$ 29,050	\$ 30,900
	VeryLow (50%) Income Limits	\$ 27,300	\$ 31,200	\$ 35,100	\$ 39,000	\$ 42,150	\$ 45,250	\$ 48,400	\$ 51,500
	Low (60%) Income Limits	\$ 32,760	\$ 37,440	\$ 42,120	\$ 46,800	\$ 50,580	\$ 51,300	\$ 58,080	\$ 61,800
	Low (80%) Income Limits	\$ 43,70	\$ 49,950	\$ 56,200	\$ 62,400	\$ 67,400	\$ 72,400	\$ 77,400	\$ 82,400
NSP	120%	\$ 63,400	\$ 72,500	\$ 81,500	\$ 90,600	\$ 97,850	\$ 105,100	\$ 112,350	\$ 119,600

The procured firm will need to demonstrate both its capacity to meet the expectations of AHCCD and is track record of demonstrated skills as outlined in each of the areas noted:

Market the property for rent

- A.** Prepare home for rent
 - a. Clean home and optimize interior appeal
 - b. Manicure landscaping to increase curb appeal
- B.** Create ads tailored to the property and advertising medium. Some of the mediums commonly used are:
 - a. Paid and free rental listing websites
 - b. Print publications
 - c. Signs
 - d. MLS
 - e. Fliers
- C.** Work with other realtors and leasing agents to find a tenant

- D. Field calls from prospects for questions and viewings
- E. Meet prospective tenants for showings throughout the week and weekend.
- F. Provide prospective tenants with rental applications that are legally compliant with fair housing laws and federal regulations.
- G. Collection of applications with application fee

Tenant Screening and Selection

- A. Perform a background check to verify identity, income, credit history, rental history, etc.
- B. Work with HCD to place tenants as recommended.
- C. Grade tenant according to pre-defined tenant criteria
- D. Inform tenants who were turned down

Tenant Move In

- A. Draw up leasing agreement
- B. Confirm move in date with tenant
- C. Review lease guidelines with tenant regarding things like rental payment terms and required property maintenance
- D. Ensure all agreements have been properly executed
- E. Perform detailed move in inspection with tenant and have tenant sign a report verifying the condition of the property prior to move in.
- F. Collect first month's rent and security deposit

Rent Collection

- A. Receive rent
- B. Searching for late payments
- C. Sending out pay or quit notices
- D. Enforcing late fees

Evictions

- A. Filing relevant paperwork to initiate and complete an unlawful detainer action
- B. Representing owner in court
- C. Coordinating with law enforcement to remove tenant and tenants' possessions from unit
- D. Clean Unit and make ready for new tenant

Legal

- A. Advise in the event of a legal dispute or litigation
- B. Refer owner to a qualified attorney when necessary
- C. Understand and abide by the latest local, state and federal legislation that apply to renting and maintaining rental properties

Inspections

- A. Perform periodic inspections (Inside and outside) on a predefined schedule looking for repair needs, safety hazards, code violations, lease violations, etc.
- B. Send owner periodic reports on the condition of the property

Financial

- A. Provide accounting property management services
- B. Make payments on behalf of owner (landscaping, insurance, pest control, etc.)
- C. Detailed documentation of expenses via invoices and receipts

- D. Maintain all historical records (paid invoices, leases, inspection reports, warranties, etc.)
- E. Provide annual reporting prepared for presentation to the property owner, its successors and/or assigns, detailing all financial transactions per unit
- F. Provide easy to read monthly cash-flow statements which offer a detailed breakdown of income and itemized expenses

Maintenance, Repairs, and Remodeling

- A. Provide and oversee an in-house maintenance crew consisting of a network of licensed, bonded and fully insured contractor(s) who have been vetted for good pricing and good work that is up to code as approved through AHCD
- B. Notify HCD immediately of any issues requiring urgent attention
- C. Perform maintenance and preventive maintenance including: removal of trash and debris; cutting grass and shrubbery; moving supplies such as railroad tires and sign; repairing broken gates and fences; graffiti removal; address/repair hazards and liabilities such as exposed metal or sinkholes, removal of non-operable vehicles, etc.
- D. Provide a monthly activity log that document work completed by Property Manager and outstanding issues that need to be addressed; also include photographs where appropriate or as requested.
- E. Secure properties, which may include boarding up properties, installing appropriate signage (i.e., "No Trespassing", etc.) and installing fences, gates and/or padlocks.
- F. Establish a preventative maintenance policy to identify and deal with repair needs
- G. Assign jobs to different parties (in-house employees, handyman and professional contractors) based on who will do the best job for the best price
- H. Maintain and monitor a 24-hour emergency repair hot-line with no more than a 60-minute response time

Tenant Move Out

- A. Inspect unit and fill out a report on the property's condition when the client moves out
- B. Provide tenant with a copy as well as estimated damages
- C. Return the balance of the security deposit to the tenant
- D. Forward any portion of the owner's portion of the tenant deposit to the owner or hold in owner reserves for repairs.
- E. Clean unit and perform any needed repairs or upgrades
- F. Re-key the locks
- G. Put the property back on the market for rent

GENERAL EXPECTATIONS

The Property Manager is expected to perform the above scope of work in the following manner. Failure to meet the expectations outlined below may result in a reduction in compensation to Property Manager.

- A. The Property Manager must assign at least **two (2) Project Managers** to perform the services under this Contract, and at least one Project Manager being **available 24 hours per day/365 days** per year in the event an emergency arises.
- B. **The Property Manager shall acknowledge and fulfill (or commence) all HCDs requests for emergency work no later than sixty minutes of notice from tenant or HCD;**
- C. **HCD requests for non-emergency work should be acknowledged within 24 hours and fulfilled (or commenced) within two (2) business days;**
- D. When on HCD property or engaging in business related to the scope of work contained herein, the Property Manager, and its employees and Consultants, must represent themselves professionally,

be courteous to HCDs users, and wear clothing that identifies their employer. When questioned, Property Manager and/or its subconsultants or employees' should state for whom they work and the general nature of the work to be performed;

- E. The Property Manager shall designate a Project Manager as the principal point of contact for the day-to-day communications and notify HCD of the same. If there is a change in project manager, the Property Manager must immediately notify HCD of the new Project Manager. If, at any point during the term of the contract, the Property Manager has not provided HCD with the correct contact information for the Project Manager HCD shall be authorized to terminate the Contract;
- F. The Property Manager shall maintain and provide to HCD a list of pre-approved subconsultants, properly licensed to do work in Georgia, for services including fencing, landscaping, tree removal, site security, graffiti removal, demolition, electrical, plumbing mechanical, framing and roofing. Prior to releasing any subconsultants to perform work on an HCD asset, the Contract, evidence of insurance (copy of COI) and license information shall be provided to HCD;
- G. The Property Manager shall communicate in a professional manner with HCD staff, as well as other Consultants utilized by HCD;
- H. The Property Manager shall perform all activities in an efficient manner, using standard commercial practices and using appropriately licensed subconsultants;
- I. Environmentally sustainable practices should be utilized whenever practical;
- J. As part of the continuation of requirements set forth by the federal programs, HCD is also responsible for the maintenance of properties acquired by HCD to be utilized as affordable rental and or homeownership. The Property Manager must be willing to take on new units as indicated by HCD.
- K. Property Manager shall perform, or cause to be performed, all asset inspections on a quarterly basis, and submits reports resulting from said inspections to HCD no later than 24-hours after completion of the physical inspection. Inspection reports shall contain exterior and interior (if applicable) photographs of each asset. Failure to complete inspections and/or submit inspection reports as required may result in a reduction in compensation to Property Manager;
- L. No later than **24-hours after completion of any repairs**, Property Manager shall submit photographs to HCD documenting that the repairs have been completed. Failure to submit photographs may result in delayed and/or reduced compensation;
- M. **Property Manager shall submit all invoices promptly upon completion of the work. Failure to submit invoices timely may result in delays in payment processing, Property Manager should expect to receive payment within 30 days after HCD received and approved invoice.**
- N. Property Manager is expected to begin work on on-call non-routine maintenance without any initial deposit from HCD. This expectation includes situations where a subconsultant is requiring a deposit to commence work, in which case the Property Manager shall pay the deposit to the subconsultant so that work may begin. **If the Property Manager has a limit on the amount of work it can perform prior to payment by HCD, Property Manager must disclose that amount part of its response to this Request For Proposal (RFP)**

Request for Proposal

Request for Proposals will be received at this office until **Thursday, January 26, 2023 @ 11:00 a.m.** via ZOOM Meeting ID: **860 9657 3460**; Passcode: **560454** for furnishing:

RFP Item #23-273 Property Management Services for Augusta, GA – Housing and Community Development

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department ARCBid. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, January 13, 2023 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered.

No RFP may be withdrawn for a period of ninety (90) days after proposals have been opened, pending the execution of contract with the successful bidder(s).

Request for proposals (RFP) and specifications. An RFP shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the request for proposal including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waivable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFP number on the outside of the envelope.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Proponents are cautioned that acquisition of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base their qualifications.

Correspondence must be submitted via mail, fax or email as follows:

**Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov**

GERI A. SAMS, Procurement Director

Publish:

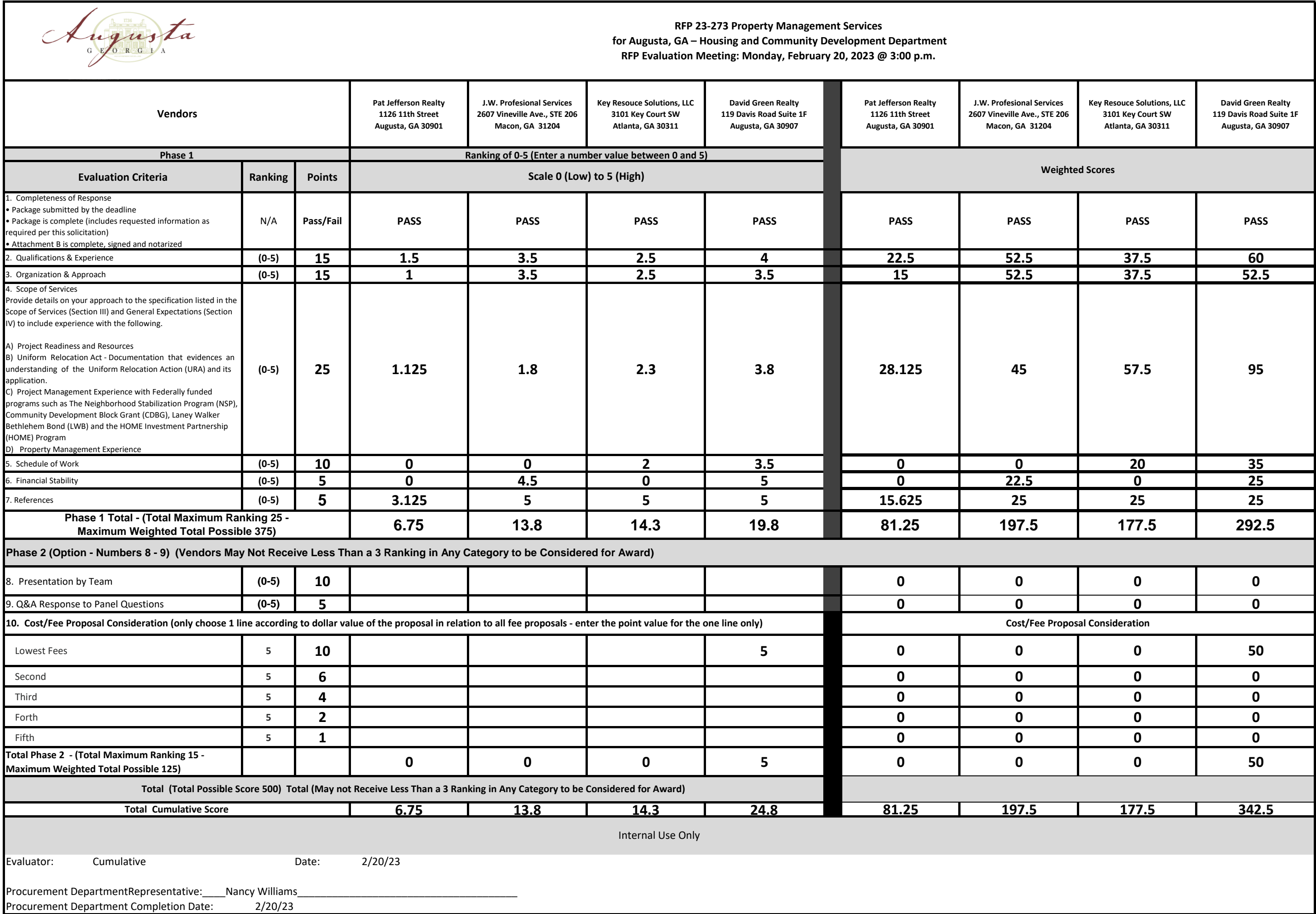
Augusta Chronicle	December 20, 29, 2022 and January 5, 12, 2023
Metro Courier	December 29, 2022

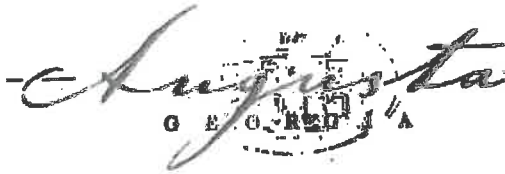


**RFP 23-273 Property Management Services
for Augusta, GA – Housing and Community
Development Department
RFP Due: Thursday, January 26, 2023 @ 11:00 a.m.**

Total Number Specifications Mailed Out: 26
Total Number Specifications Download (Demandstar): 9
Total Electronic Notifications (Demandstar): 216
Georgia Procurement Registry: 766
Total packages submitted: 4
Total Noncompliant: 0

VENDORS	Attachment "B"	E-Verify	Save Form	Fee Proposal	Original	7 Copies
Pat Jefferson Realty 1126 11th Street Augusta, GA 30901	YES	469409	YES	YES	YES	YES
J.W. Profesional Services 2607 Vineville Ave., STE 206 Macon, GA 31204	YES	1320807	YES	YES	YES	YES
Key Resouce Solutions, LLC 3101 Key Court SW Atlanta, GA 30311	YES	2062411	YES	YES	YES	YES
David Green Realty 119 Davis Road Suite 1F Augusta, GA 30907	YES	2057244	YES	YES	YES	YES



**Housing & Community Development Department****Hawthorne E. Welcher, Jr.**
Director**Shauntia Lewis**
Deputy Director**Memorandum****To:** Geri Sams, Procurement Director
Darrell White, Deputy Procurement Director**From:** Hawthorne Welcher, Jr., Director **Date:** February 27, 2023**RE:** Property Management (RFP #23-273)

After careful consideration and review of documentation, Augusta Housing and Community Development (HCD) is pleased to accept the proposal submitted by David Greene Realty for RFP #23-273. We would like to begin with the proper contract negotiation with the submission of a draft contract for review.

If you have any questions, please contact La Sandra Corley, Housing Programs Manager at (706) 821-1797.

HW/lc



AUBEN REALTY
ATTN: BROKER
1918 CENTRAL AVE
AUGUSTA, GA 30904

AUGUSTA PARTNERS PROPERTY
MANAGEMENT
3633 WHEELER RD ,SUITE #125
AUGUSTA, GA 30909

BETTER HOMES & GARDENS REAL ESTATE
1030 JIMMIE DYESS PKWY
SUITE #6
AUGUSTA, GA 30909

THREE 16 PROPERTY MANAGEMENT
4290 BELAIR FRONTAGE RD., SUITE B
AUGUSTA, GA 30909

CENTURY 21 LARRY MILLER REALTY
235 N BELAIR RD
EVANS, GA 30809

FICKLING MANAGEMENT SERVICE
930 BROAD STREET
AUGUSTA, GA 30901

SHERMAN & HEMSTREET
624 ELLIS STREET
AUGUSTA, GA 30901

MEYBOHM REAL ESTATE
4424 EVANS TO LOCKE ROAD
EVANS, GA 30809

MEYBOHM
3519 WHEELER RD
AUGUSTA, GA 30909

WALKER REAL ESTATE
2479 WRIGHTSBORO RD.
AUGUSTA, GA 30904

GOOD SENSE REALTY
3514 WRIGHTSBORO RD
AUGUSTA, GA 30909

PAT JEFFERSON REALTY
ATTN: JOE JONES
1126 11TH ST.
AUGUSTA, GA 30901

BLOUNT REALTY, LLC
2907C TOBACCO ROAD
HEPHZIBAH, GA 30815

BRIDGES REALTY, LLC
3540 WHEELER RD., SUITE 140
AUGUSTA, GA 30909

REALTY ONE VISIONAIRES
1106 BROAD STREET, SUITE B
AUGUSTA, GA 30901

RIGHT CHOICE PROPERTY
MANAGEMENT
1106 BROAD ST., SUITE B
AUGUSTA, GA 30901

ASSOCIATION PATNERS
119 DAVIS ROAD, #1F
AUGUSTA, GA 30907

JW PROFESSIONAL SERVICES
2607 VINEVILLE AVE., SUITE 206
MACON, GA 312047

WALKER REAL ESTATE
2479 WRIGHTSBORO RD.
AUGUSTA, GA 30904

VERONICA HARRIS REALTY
2321 PEACH ORCHARD RD.
AUGUSTA, GA 30906

BOB HALE REALTY
3009 DEANS BRIDGE RD.
AUGUSTA, GA 30906

CHARLES & TIA ALLEN REAL ESTATE
207 HUDSON TRACE
AUGUSTA, GA 30907

BRASHEAR REALTY
513 BROAD STREET
AUGUSTA, GA 30901

A NEW SOURCE REALTY
1278 MERRY STREET
AUGUSTA, GA 30901

HAWTHORNE WELCHER
HOUSING & COMMUNITY DEVELOPMENT

LASANDRA CORLEY
HOUSING & COMMUNITY DEVELOPMENT

PHYLLIS JOHNSON
COMPLIANCE DEPARTMENT

RFP ITEM #22-273
PROPERTY MANAGEMENT SERVICES FOR
AUGUSTA, GA-HOUSING AND COMMUNITY
DEVELOPMENT DEPARTMENT
BID DUE: THURS., JAN. 26, 2023 @ 11:00 A.M.

RFP ITEM #22-273
PROPERTY MANAGEMENT SERVICES FOR
AUGUSTA, GA-HOUSING AND COMMUNITY
DEVELOPMENT DEPARTMENT
MAILED: 12/20/22

PAGE 1 OF 1

usregistryconnect 2022-12-20	rfq@u. registryconnect.com usregistry, usregistry	N	NOM	Item 1.
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ETHNIC GROUP COUNT

African American 182

Asian American 11

Native American 2

Hispanic/Latino 2

Pacific Island/American 0

Non Minority 300

Not Classified 0

Total Number of Vendors 497

Total Number of Contacts 766

[PR_bid_email_list](#)

Planholders

[Add Supplier](#)
[Export To Excel](#)

Supplier (9)

Supplier
Download Date

Atlas Technical Consultants LLC

12/20/2022

Augusta quality surplus

01/01/2023

B-Lowe Realty

01/04/2023

BMS Enterprises, Inc.

12/20/2022

EXOALLOY

12/26/2022

Its A Go Logistics LLC

01/26/2023

JW Professional Services, LLC.

12/28/2022

Moon Meeks & Associates, Inc.

12/20/2022

Watkins property services

01/01/2023

[Add Supplier](#)

Supplier Details

Supplier Name	Atlas Technical Consultants LLC
Contact Name	Monica Flournoy
Address	2450 Commerce Avenue Suite 100, Duluth, GA 30096
Email	monica.flournoy@oneatlas.com
Phone Number	770-263-5945

Documents

Filename	Type	Action
23-273_RFP	Bid Document / Specifications	View History

FYI: Process Regarding Request for Proposals

Sec. 1-10-51. Request for proposals.

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.
- (b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.
- (c) Proposals shall be open for public inspection only after the award is made.
- (d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.
- (e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.
- (f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
- (g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-52. Sealed proposals.

- (a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for

obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).
- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.
- (d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.
- (e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

- (f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.
- (g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

- (1) The ability, capacity, and skill of the offeror to perform the contract or

provide the services required;

- (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
 - (4) The quality of performance on previous contracts;
 - (5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
 - (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;
 - (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
 - (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
 - (i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.
 - (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions,

additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.

- (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.



Commission Meeting

October 3, 2023

HCD_ Rehabilitation Program Approval Request

Department: HCD

Presenter: Hawthorne Welcher, Jr. and/or HCD Staff

Caption: Motion to **approve** two (2) Rehabilitation Projects in partnership with Curry Home Improvement. (**Approved by Administrative Services Committee September 26, 2023**)

Background: The Rehabilitation Program provides a mechanism to bring their home into compliance with local codes and provide safe, decent, and affordable rental housing for lower-income individuals.

- **Rehabilitation of Acquired Property** – Rehab to include rehabbing of the roof, gutters, floors, ceilings, HVAC, etc...

The Rehabilitation Program is designed to bring acquired dwelling into compliance with applicable, locally adopted housing rehabilitation standards to reduce ongoing and future maintenance costs, promote energy efficiency, and to preserve decent affordable housing. Federal funding for these activities is provided to Augusta, GA through the Community Development Block Grant (CDBG) Program and the Home Investment Partnership Program (HOME).

This request will provide two (2) rehabilitations with funding for the following address:

1. Contractor: Curry Home Improvement
Project Address: 3606 Fawn Court
Amount: \$58,800
2. Contractor: Curry Home Improvement
Project Address: 2131 Shamrock Drive
Amount: \$68,400

Analysis:	The approval of this request will allow two (2) acquisitions to obtain compliant, decent, and safe housing.
Financial Impact:	The city receives funding from the US Housing and Urban Development Department (HUD) on an annual basis. Total amount requested - <u>\$ 127,200.</u>
Alternatives:	Do not approve HCDs Request.
Recommendation:	Motion to approve two (2) Rehabilitation projects in partnership with Curry Home Improvement.
Funds are available in the following accounts:	U.S. Department of Housing and Urban Development (HUD) Funds: a) CDBG -221073210-5225110
<u>REVIEWED AND APPROVED BY:</u>	Procurement Finance Law Administrator Clerk of Commission

AHCDD Form 507
(Rev. 11/05)

**AUGUSTA HOUSING & COMMUNITY
DEVELOPMENT DEPARTMENT**
**CONSTRUCTION CONTRACT -
ACQUISITION REHABILITATION**

Date:

9/07/2023

THIS CONTRACT, by and between HCD, hereinafter called "**Owner**" and Curry Home Improvement, hereinafter called the "**Contractor**."

WITNESSETH:

That the Owner and the Contractor, for the considerations hereinafter named, mutually agree as follows:

ARTICLE 1
CONTRACT DOCUMENTS

The Contract Documents shall consist of the Housing Rehabilitation Contract General Conditions (AHCDD Form 510), Attached Work Write Up, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after the execution of this Agreement; these form the Contract and are as fully a part of the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations and agreements, both written and oral.

In the event of a conflict among the Contract Documents, the Documents shall be interpreted according to the following priorities:

- First Priority: Manufacturer's Instructions
- Second priority: Construction/Rehabilitation Contract
- Third Priority: General Conditions of Contract, 2000 version
- Fourth Priority: Work Write-Up dated 08/28/2023

AHCDD Form 507
(Rev. 11/05)

**AUGUSTA HOUSING & COMMUNITY
DEVELOPMENT DEPARTMENT
CONSTRUCTION CONTRACT -
ACQUISITION REHABILITATION**

Date:

9/07/2023

**ARTICLE 2
SCOPE OF SERVICES**

The Contractor shall do all the work and provide all the materials, tools, machinery, supervision, etc., necessary for the rehabilitation of the property locate, **3606 Fawn Court** all in accordance with the Work Write-Up which is attached hereto and expressly incorporated herein by reference and made a part hereof.

The contractor shall perform the entire rehabilitation of the residential structure as described in the contract documents except items as indicated as follows, which are to be the responsibility of other contractors:

Scope

Contractor

**ARTICLE 3
TIME OF PERFORMANCE**

The services of the Contractor are to commence on 09/18/2023 and shall be completed by 10/10/2023. As time is of the essence, the Contractor will, if these services are not completed within this time period, be assessed the amount of **Fifty Dollars (\$50.00)** for each day the work is not substantially completed after 10/10/2023 unless an extension is granted by the Owner. Liquidated damages shall be deducted from the total amount of payment due the Contractor under this Contract.

**ARTICLE 4
CONTRACT PRICE**

In consideration of the terms and obligations of this Contract, the Owner agrees to pay the Contractor **Fifty-Eight Thousand Eight Hundred Dollars, \$58,800.00**. The Contract Sum is based upon the following alternates, which are described in the Contract Documents and are hereby accepted by the Owner:

AHCDD Form 507
(Rev. 11/05)

**AUGUSTA HOUSING & COMMUNITY
DEVELOPMENT DEPARTMENT
CONSTRUCTION CONTRACT -
ACQUISITION REHABILITATION**

Date:

9/07/2023

#1 _____

#2 _____

#3 _____

**ARTICLE 5
PROGRESS PAYMENTS**

The Contractor agrees that the total contract price shall be paid in one or more progress payments based upon the value of the work satisfactorily completed at the time the progress payment is made. Such progress payments shall be disbursed on a monthly basis, after inspection and approval of the work by the Owner and the Augusta Housing and Community Development Department, or its duly authorized representative, less a retainage of 10% of the price of the work completed. Prior to receiving any progress payment, the Contractor shall furnish the Owner with Application and Certificate for Payment Owed To Date, for the materials and labor procured under this Contract. Upon completion of the whole Contract and acceptance of the work by the Owner and the Augusta Housing and Community Development Department, and compliance by the Contractor with all Contract terms, the amount due the Contractor shall be paid including any retainage. The Owner and the Augusta Housing and Community Development Department shall approve a final disbursement of all amounts withheld from prior disbursements upon the completion of the construction of the Project as evidenced by the final approval by all code agencies and a field inspection by the Augusta Housing and Community Development Department. The Augusta Housing and Community Development Department and the Owner may withhold from such disbursement up to two hundred percent (200%) of any amounts required to complete the scheduled value of "punch list" items so-called, and seasonal work such as landscaping.

**ARTICLE 6
CONTRACTOR AFFIDAVIT**

Prior to each payment by the OWNER, the CONTRACTOR shall affirm in writing that there are no liens or claims filed against the CONTRACTOR or Owner related to materials, labor or services supplied on this or any other project in which the CONTRACTOR was or is currently involved. No payment shall be made to the Contractor if a lien has been filed with respect to the work, which is the subject of this Contract.

Final payment shall be made within fourteen (14) days after the request for payment by the CONTRACTOR, provided that the Work of the Contract be then satisfactorily performed, subject to the provisions of the Contract Documents, and further subject to receipt by the OWNER of the same Affirmation relative to existing liens or claims against the CONTRACTOR as set forth above. Upon such final payment, the CONTRACTOR shall provide to the OWNER a Final Release of Lien stating that the CONTRACTOR has no further claims or liens against the Owner for materials or labor supplied under this Agreement.

AHCDD Form 507
(Rev. 11/05)

**AUGUSTA HOUSING & COMMUNITY
DEVELOPMENT DEPARTMENT
CONSTRUCTION CONTRACT -
ACQUISITION REHABILITATION**

Date:

9/07/2023

**ARTICLE 7
OWNER'S REPRESENTATIVES/LENDER'S AGENTS**

The Owner's Representative shall be Sonya Johnson.

The Owner's Representative will provide administration of this Contract during construction and throughout the warranty period.

The Owner's Representative will visit the site at intervals appropriate to the stage of construction to determine if the Work is proceeding in accordance with the Contract Documents.

Based on the Owner's Representative evaluation of Contractor's invoices for payment, the Owner's Representative will determine the amounts owing to the Contractor.

The Owner's Representative will have authority to reject Work that does not conform to the Contract Documents.

If the Contractor fails to correct defective Work or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner's Representative, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

**ARTICLE 8
CHANGES IN THE WORK**

After this agreement is executed by the Owner, any changes to the scope of Work, budget or time schedule must be agreed upon in writing by the Owner and Contractor and approved by the lender's representatives.

**ARTICLE 9
FINES**

The Contractor is fully responsible for the means and methods of executing the scope of work. The Contractor is specially trained in lead-safe work practices and lead hazard reduction and therefore agrees to hold the owner and the agency harmless in the event of any fines from federal or local agencies concerning the lead hazard reduction work. The Contractor agrees to immediately satisfy any and all fines or judgments presented by OSHA, EPA, the local or state health department, the applicable state lead-based paint activities certification and training program, and any other governmental agency having jurisdiction over lead hazard reduction work.

AHCDD Form 507
(Rev. 11/05)

**AUGUSTA HOUSING & COMMUNITY
DEVELOPMENT DEPARTMENT
CONSTRUCTION CONTRACT -
ACQUISITION REHABILITATION**

Date:

9/07/2023

**ARTICLE 10
TERMINATION OF AGREEMENT**

This agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

This agreement may be terminated by the Owner upon at least seven days written notice to the Contractor in the event the project is permanently abandoned.

In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all services performed to the termination date.

**ARTICLE 11
ARBITRATION**

All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration arising out of or relating to this agreement, shall include, by consolidation, joinder or in any manner, any additional person not a party to this agreement except by written consent containing a specific reference to this agreement and signed by the Owner, the Owner's Representative, and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this agreement shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration shall be filed in writing with the other party to this agreement and with the Augusta Housing and Community Development Department Director. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, in no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim dispute or other matter in question would be barred by the applicable statute of limitations.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

AHCDD Form 507
(Rev. 11/05)

**AUGUSTA HOUSING & COMMUNITY
DEVELOPMENT DEPARTMENT
CONSTRUCTION CONTRACT -
ACQUISITION REHABILITATION**

Date:

9/07/2023

**ARTICLE 12
ASSIGNMENT OF CONTRACT**

This agreement may not be assigned to any other Contractor or Agent of Contractor without the written approval of the Owner and the Augusta Housing and Community Development Department.

IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year first above written.

CONTRACTOR

MACK CURRY
Name of Contractor

CURRY HOME IMPROVEMENT
Contractor's Representative – Title

Signature of Contractor

OWNER

HCD
Name of Representative

Signature of Representative

WITNESS: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

AHCDD Form 507
(Rev. 11/05)**AUGUSTA HOUSING & COMMUNITY
DEVELOPMENT DEPARTMENT
CONSTRUCTION CONTRACT -
ACQUISITION REHABILITATION****Date:****9/07/2023**

Approved as to form:

Augusta, GA Law Department

Date: _____

By: _____
Gamett L. Johnson
As its Mayor

Date: _____

By: _____
Takiyah A. Douse
As its interim Administrator

Date: _____

By: _____
Hawthorne Welcher, Jr.
As its Director, HCD

Date: _____

SEAL

Lena Bonner
As its Clerk

AHCDD Form 507
(Rev. 11/05)

**AUGUSTA HOUSING & COMMUNITY
DEVELOPMENT DEPARTMENT**
**CONSTRUCTION CONTRACT -
ACQUISITION REHABILITATION**

Date:

9/07/2023

THIS CONTRACT, by and between HCD, hereinafter called "**Owner**" and Curry Home Improvement, hereinafter called the "**Contractor**."

WITNESSETH:

That the Owner and the Contractor, for the considerations hereinafter named, mutually agree as follows:

ARTICLE 1
CONTRACT DOCUMENTS

The Contract Documents shall consist of the Housing Rehabilitation Contract General Conditions (AHCDD Form 510), Attached Work Write Up, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after the execution of this Agreement; these form the Contract and are as fully a part of the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations and agreements, both written and oral.

In the event of a conflict among the Contract Documents, the Documents shall be interpreted according to the following priorities:

First Priority:	Manufacturer's Instructions
Second priority;	Construction/Rehabilitation Contract
Third Priority:	General Conditions of Contract, 2000 version
Fourth Priority:	Work Write-Up dated <u>08/28/2023</u>

AHCDD Form 507
(Rev. 11/05)

**AUGUSTA HOUSING & COMMUNITY
DEVELOPMENT DEPARTMENT
CONSTRUCTION CONTRACT -
ACQUISITION REHABILITATION**

Date:

9/07/2023

**ARTICLE 2
SCOPE OF SERVICES**

The Contractor shall do all the work and provide all the materials, tools, machinery, supervision, etc., necessary for the rehabilitation of the property locate, **2131 Shamrock Dr.** all in accordance with the Work Write-Up which is attached hereto and expressly incorporated herein by reference and made a part hereof.

The contractor shall perform the entire rehabilitation of the residential structure as described in the contract documents except items as indicated as follows, which are to be the responsibility of other contractors:

Scope

Contractor

**ARTICLE 3
TIME OF PERFORMANCE**

The services of the Contractor are to commence on **09/18/2023** and shall be completed by **10/10/2023**. As time is of the essence, the Contractor will, if these services are not completed within this time period, be assessed the amount of **Fifty Dollars (\$50.00)** for each day the work is not substantially completed after **10/10/2023** unless an extension is granted by the Owner. Liquidated damages shall be deducted from the total amount of payment due the Contractor under this Contract.

**ARTICLE 4
CONTRACT PRICE**

In consideration of the terms and obligations of this Contract, the Owner agrees to pay the Contractor **Sixty-Eight Thousand Four Hundred Dollars, \$68,400.00**. The Contract Sum is based upon the following alternates, which are described in the Contract Documents and are hereby accepted by the Owner:

AHCDD Form 507
(Rev. 11/05)

**AUGUSTA HOUSING & COMMUNITY
DEVELOPMENT DEPARTMENT**
**CONSTRUCTION CONTRACT -
ACQUISITION REHABILITATION**

Date:

9/07/2023

#1 _____

#2 _____

#3 _____

**ARTICLE 5
PROGRESS PAYMENTS**

The Contractor agrees that the total contract price shall be paid in one or more progress payments based upon the value of the work satisfactorily completed at the time the progress payment is made. Such progress payments shall be disbursed on a monthly basis, after inspection and approval of the work by the Owner and the Augusta Housing and Community Development Department, or its duly authorized representative, less a retainage of 10% of the price of the work completed. Prior to receiving any progress payment, the Contractor shall furnish the Owner with Application and Certificate for Payment Owed To Date, for the materials and labor procured under this Contract. Upon completion of the whole Contract and acceptance of the work by the Owner and the Augusta Housing and Community Development Department, and compliance by the Contractor with all Contract terms, the amount due the Contractor shall be paid including any retainage. The Owner and the Augusta Housing and Community Development Department shall approve a final disbursement of all amounts withheld from prior disbursements upon the completion of the construction of the Project as evidenced by the final approval by all code agencies and a field inspection by the Augusta Housing and Community Development Department. The Augusta Housing and Community Development Department and the Owner may withhold from such disbursement up to two hundred percent (200%) of any amounts required to complete the scheduled value of "punch list" items so-called, and seasonal work such as landscaping.

**ARTICLE 6
CONTRACTOR AFFIDAVIT**

Prior to each payment by the OWNER, the CONTRACTOR shall affirm in writing that there are no liens or claims filed against the CONTRACTOR or Owner related to materials, labor or services supplied on this or any other project in which the CONTRACTOR was or is currently involved. No payment shall be made to the Contractor if a lien has been filed with respect to the work, which is the subject of this Contract.

Final payment shall be made within fourteen (14) days after the request for payment by the CONTRACTOR, provided that the Work of the Contract be then satisfactorily performed, subject to the provisions of the Contract Documents, and further subject to receipt by the OWNER of the same Affirmation relative to existing liens or claims against the CONTRACTOR as set forth above. Upon such final payment, the CONTRACTOR shall provide to the OWNER a Final Release of Lien stating that the CONTRACTOR has no further claims or liens against the Owner for materials or labor supplied under this Agreement.

AHCDD Form 507
(Rev. 11/05)

**AUGUSTA HOUSING & COMMUNITY
DEVELOPMENT DEPARTMENT**
**CONSTRUCTION CONTRACT -
ACQUISITION REHABILITATION**

Date:

9/07/2023

ARTICLE 7
OWNER'S REPRESENTATIVES/LENDER'S AGENTS

The Owner's Representative shall be Sonya Johnson.

The Owner's Representative will provide administration of this Contract during construction and throughout the warranty period.

The Owner's Representative will visit the site at intervals appropriate to the stage of construction to determine if the Work is proceeding in accordance with the Contract Documents.

Based on the Owner's Representative evaluation of Contractor's invoices for payment, the Owner's Representative will determine the amounts owing to the Contractor.

The Owner's Representative will have authority to reject Work that does not conform to the Contract Documents.

If the Contractor fails to correct defective Work or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner's Representative, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 8
CHANGES IN THE WORK

After this agreement is executed by the Owner, any changes to the scope of Work, budget or time schedule must be agreed upon in writing by the Owner and Contractor and approved by the lender's representatives.

ARTICLE 9
FINES

The Contractor is fully responsible for the means and methods of executing the scope of work. The Contractor is specially trained in lead-safe work practices and lead hazard reduction and therefore agrees to hold the owner and the agency harmless in the event of any fines from federal or local agencies concerning the lead hazard reduction work. The Contractor agrees to immediately satisfy any and all fines or judgments presented by OSHA, EPA, the local or state health department, the applicable state lead-based paint activities certification and training program, and any other governmental agency having jurisdiction over lead hazard reduction work.

AHCDD Form 507
(Rev. 11/05)

**AUGUSTA HOUSING & COMMUNITY
DEVELOPMENT DEPARTMENT**
**CONSTRUCTION CONTRACT -
ACQUISITION REHABILITATION**

Date:

9/07/2023

**ARTICLE 10
TERMINATION OF AGREEMENT**

This agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

This agreement may be terminated by the Owner upon at least seven days written notice to the Contractor in the event the project is permanently abandoned.

In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all services performed to the termination date.

**ARTICLE 11
ARBITRATION**

All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration arising out of or relating to this agreement, shall include, by consolidation, joinder or in any manner, any additional person not a party to this agreement except by written consent containing a specific reference to this agreement and signed by the Owner, the Owner's Representative, and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this agreement shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration shall be filed in writing with the other party to this agreement and with the Augusta Housing and Community Development Department Director. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, in no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim dispute or other matter in question would be barred by the applicable statute of limitations.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

AHCDD Form 507
(Rev. 11/05)

**AUGUSTA HOUSING & COMMUNITY
DEVELOPMENT DEPARTMENT
CONSTRUCTION CONTRACT -
ACQUISITION REHABILITATION**

Date:

9/07/2023

**ARTICLE 12
ASSIGNMENT OF CONTRACT**

This agreement may not be assigned to any other Contractor or Agent of Contractor without the written approval of the Owner and the Augusta Housing and Community Development Department.

IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year first above written.

CONTRACTOR

Mack Curry

Name of Contractor

Curry's Home Improvement

Contractor's Representative – Title

Signature of Contractor

OWNER

HCD

Name of Representative

Signature of Representative

WITNESS: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

AHCDD Form 507
(Rev. 11/05)**AUGUSTA HOUSING & COMMUNITY
DEVELOPMENT DEPARTMENT
CONSTRUCTION CONTRACT -
ACQUISITION REHABILITATION****Date:****9/07/2023**

Approved as to form:

Augusta, GA Law Department

Date: _____

By: _____
Garnett L. Johnson
As its Mayor

Date: _____

By: _____
Takiyah A. Douse
As its interim Administrator

Date: _____

By: _____
Hawthorne Welcher, Jr.
As its Director, HCD

Date: _____

SEAL

Lena Bonner
As its Clerk



Commission Meeting

October 3, 2023

2024- Fire Ford F250s

Department:	Central Services – Fleet Management
Presenter:	Ron Lampkin; Interim Central Services Director
Caption:	Motion to approve utilizing state contract (#SWC 99999-SPD-ES40199373-002) for the purchase of five Ford F250s, at a total cost of \$271,350 from Allan Vigil Ford for the Richmond County Fire Department. (Approved by Administrative Services Committee September 26, 2023)
Background:	<p>The state contract holder, Allan Vigil Ford, informed Fleet Management that the Ford manufacture pricing for 2024 Ford F250s will open in Fall 2024 and to place orders as soon as possible to ensure we meet the state pricing cut off. The vendor requested a LOI to potentially hold our orders until the Augusta Commission has approved the orders. Once approved, Fleet Management will acquire the purchase order and submit to the vendor for securing the asset purchase.</p> <p>The Fire Department is requesting two new trucks and to replace the following three assets that meet the Fleet Management, Operations, Maintenance and Replacement Policy criteria:</p> <ul style="list-style-type: none"> • 204040 • 212191 • 212190
Analysis:	<p>The Procurement Department approved the request to utilize Georgia State Contract (#SWC 99999-SPD-ES40199373-002) awarded to Allan Vigil Ford via letter of intent to purchase the 2024 Ford F250s.</p> <p>2024 Ford F250s - \$54,270/each</p>
Financial Impact:	Fire department – Acct #274-03-4110/54-22110 - \$271,350
Alternatives:	(1) Approve (2) Do not approve
Recommendation:	Motion to approve utilizing state contract (#SWC 99999-SPD-ES40199373-002) for the purchase of five Ford F250s, at a total cost of \$271,350 from Allan Vigil Ford for the Richmond County Fire Department.
Funds are available in the following accounts:	Fire department – Acct #274-03-4110/54-22110 - \$271,350

**REVIEWED AND
APPROVED BY:**

N/A

Item 3.



Procurement Department

Mrs. Geri Sams, Director

LETTER OF INTENT TO PURCHASE VEHICLE FROM ALLAN VIGIL FORD LINCOLN MERCURY, INC.

This letter of intent dated, **August 17, 2023**, is to inform you that the Central Services Department – Fleet Management Division has concluded that we intend to purchase: **five (5) 2024 Ford F-250s** for the below listed Departments, utilizing:

Statewide Contract Number: 99999-SPD-ES40199373-002

Vehicles: 2024 Ford F-250

Contract: Effective Date: November 16, 2013 – Expiration Date: November 30, 2023

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

1. **Buyer:** Augusta, Georgia – Central Services Department: Fleet Management Division
2. **Seller:** Allan Vigil Ford: Fleet & Government Sales (Attn: Bob Burtner)
6790 Mt. Zion Boulevard, Morrow, GA 30260
3. **Vehicles Total Purchase Price:** \$271,350.00
4. **Source:** Georgia Statewide Contract Number: **99999-SPD-ES40199373-002**

Vehicles to be purchased and Departments to receive vehicles:

# of Vehicles	Department	Division	Price
Five (5)	Fire	Operations	\$271,350.00

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

Respectfully submitted,

Geri A. Sams

Director of Procurement

Attachments: Vehicle Purchase Price /Specifications/Quotes

Room 605 - 535 Telfair Street, Augusta Georgia 30901
(706) 821-2422 - Fax (706) 821-2811

www.augustaga.gov

Register at www.demandstar.com/supplier for automatic bid notification



Scan this QR code with your smartphone or camera equipped tablet to visit the Augusta, Georgia



Central Services Department

Ron Lampkin, Interim Director
LaQuona Sanderson, Fleet Manager

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

MEMORANDUM

TO: Geri Sams, Director, Procurement Director
FROM: Ron Lampkin, Interim Director, Central Services Director
DATE: August 8, 2023
SUBJECT: Request to Utilize State Contract #SWC 99999-SPD-ES40199373-002
– 2024 Ford F250

Central Services-Fleet Management request to utilize state contract #SWC 99999-SPD-ES40199373-002 (2024 Ford F250) and a "Letter of Intent" (LOI) to purchase 5 Ford F250s for the Augusta Fire Department. The vendor requested a LOI to potentially hold our orders until our agenda process is complete.

The state contract holder, Allan Vigil Ford, informed Fleet Management that the Ford manufacture pricing for 2024 Ford F250s is open and to place orders as soon as possible to ensure we meet the state pricing cut off. The vendor requested a LOI to potentially hold our orders until the Augusta Commission has approved the purchases. Once approved, Fleet Management will acquire the purchase order and submit to the vendor for securing the asset purchase.

Augusta Richmond County Fire is requesting 5 Ford F250s in their 2023 Operating budget and Central Services-Fleet Management has consulted with the department to ensure the truck specifications meet the department's operation needs.

Please approve the LOI in total amount of \$271,350 to Allan Vigil Ford and funding is available in acct #274-03-4100/54-22110. Thank you for your assistance. Please contact Fleet Management with any questions or concerns.

LS/kb

ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2024 Ford F250 Regular Cab
V8 Long Bed 4X2 (3/4 ton)

Base Price **\$42,950.00**

SWC #99999-SPD-ES40199373-002

**Equipment Included in
Base price**

6.8L V8 Gasoline/E85 Engine
 10 Speed Automatic Transmission
 Factory Installed A/C
 9800# GVWR
 AM-FM RadiomP3
 8" screen, bluetooth
 Power windows, locks, mirrors
 Remote keyless entry
 40/20/40 Vinyl Bench Seat
 Rubber Floor Covering
 Full Size Spare Tire
 Rear Step Bumper
 Solar Tinted Glass
 Trailer brake controller
 2.5" Receiver Hitch (12.5k)
 Tilt Steering Wheel
 Rear View Camera
 Electric Shift (4X4 only)
 Cruise control

Colors Available

	Exterior	Interior
M7	Carbonized Gray	Gray
PQ	Race Red	Gray
JS	Iconic Silver	Gray
D1	Stone Gray	Gray
UM	Agate Black	Gray
Z1	Oxford White	Gray

Options	Price		Code
6.7L V8 Diesel Engine	9,495.00		99T
6.7L V8 Diesel Eng. HI output	11,570.00		99M
4X4 Option	2,935.00	X	F2B
LT245 All-terrain tires	160.00	X	TBM
Super Cab Long Bed	2,830.00	X	X20I
Super Cab Short Bed	2,475.00		X20s
Crew Cab Long Bed	4,242.00		W20I
Crew Cab Short Bed	3,888.00		W20s
Electronic locking axle	435.00		X3H
Roof Clearance Lights	89.00		592
Chrome package	215.00		96V
Cab Steps (running boards)	425.00	X	18B
Retractable Bed Side-Step	315.00		87S
Engine block heater	95.00		41H
PTO Transmission -diesel only	270.00		62R
Interior work surface	135.00		52S
110 AC outlet	165.00		43C
XL Off-road package-4X4 only	940.00		17Z
includes skid plates			
R.window defrost-privacy glass	468.00		435/924
Cloth 40/20/40 Bench Seat	295.00		1S
HD Alternator	80.00		67D
Upfitter Switches	160.00		66S
Spray-in Bedliner	450.00	X	ATK
XLT Pkg Upgrade	6,411.00		XLT

**The XLTs are 4X4, 2 wheel
drive is not available**

Tailgate Step	345.00		85G
Snow plow prep	235.00		473
Gooseneck hitch(long bed & 4X4 required)	815.00		53W/15J
Dual battery(gas engines)	199.00		86M
2KW Pro Power Onboard-	945.00		43K
Delete pickup bed	(235.00)		66D

FOB Allan Vigil Ford
 Delivery \$1.50 per mile, \$75 minimum

ALLAN VIGIL FORD GOV'T SALES
6790 Mt. Zion Blvd
Morrow, GA 30260

770-968-0680 Phone
800-821-5151 Toll Free
678-364-3910 Fax

Option total	\$6,800.00
Other vendor added equipment	\$4,370.00
Delivery	\$150.00
Total	\$54,270.00

Contact person _____

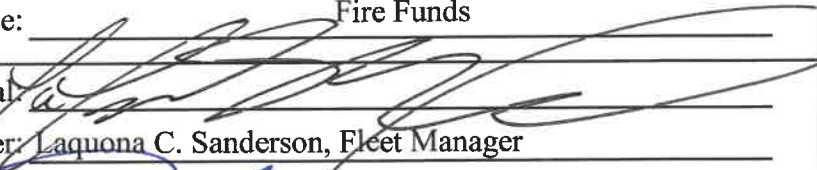
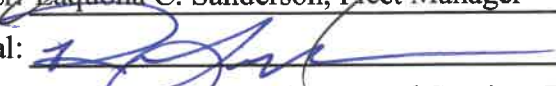
Department _____

Phone Number _____

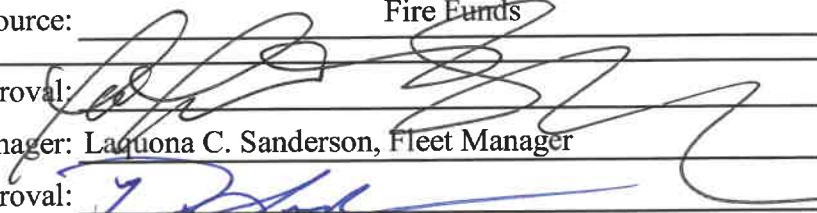
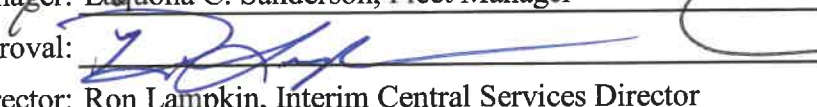
Fax number _____

06/13/23

**Central Services Department - Fleet Management Division
Replacement Evaluation Form**

Asset Information			
Department Name:	Fire Department	Date:	3-Aug-23
Org Key:	274-03-4110		
Vehicle Description:	2004 Ford Expedition	Asset Number:	204040
Assigned Use:	This vehicle is assigned to a Battalion who responds to emergency calls, transports equipment for various fire stations, and performs administrative duties.		
Signature of Director/Elected Official:		<u>Antonio Burden</u>	
Name of Director/Elected Official:		<u>Antonio Burden</u>	
Purchase Date:	6/15/2004		
Purchase Price:	\$31,802.00		
Current Mileage:	152,625	Current Hours:	N/A
Replacement Criteria Scoring			
	Score	Details	
Miles/Hours	15		
Type of Service	3		
M&R Cost	3	67% OR \$21,378.88	
Reliability	2		
Condition	3		
Total Score	26		
Fleet Manager Recommendation:			
The mileage is 152,625 and the potential replacement mileage is 125K according to the Fleet Management Operations, Maintenance and Replacement Policy, 3.02. The department has determined that the vehicle cannot be used for any other AFD division and will need to be sold on auction.			
Planned Replacement Year:		2023	
Funding Source:		Fire Funds	
Fleet Manager Approval: 			
Name of Fleet Manager: <u>Laquona C. Sanderson, Fleet Manager</u>			
Central Services Director Approval: 			
Name of Director: <u>Ron Lampkin, Interim Central Services Director</u>			

Central Services Department - Fleet Management Division
Replacement Evaluation Form

Asset Information		
Department Name: <u>Fire Department</u>	Date: <u>3-Aug-23</u>	
Org Key: <u>274-03-4110</u>		
Vehicle Description: <u>2013 Ford Expedition</u>	Asset Number: <u>212191</u>	
Assigned Use:	This vehicle is assigned to a Battalion who responds to emergency calls, transports equipment for various fire stations, and performs administrative duties.	
Signature of Director/Elected Official: <u>Antonio Burden</u> Name of Director/Elected Official: <u>Antonio Burden</u>		
Purchase Date: <u>1/30/2013</u> Purchase Price: <u>\$30,802.00</u> Current Mileage: <u>128,634</u>		
Current Hours: <u>N/A</u>		
Replacement Criteria Scoring		
	Score	Details
Miles/Hours	13	
Type of Service	3	
M&R Cost	2	41% OR \$12,537.95
Reliability	3	
Condition	3	
Total Score	24	
Fleet Manager Recommendation: The mileage is 128,634 and the potential replacement mileage is 125K according to the Fleet Management Operations, Maintenance and Replacement Policy, 3.02. The department has determined that the vehicle cannot be used for any other AFD division and will need to be sold on auction.		
Planned Replacement Year: <u>2023</u>		
Funding Source: <u>Fire Funds</u>		
Fleet Manager Approval: 		
Name of Fleet Manager: <u>Laquona C. Sanderson, Fleet Manager</u>		
Central Services Director Approval: 		
Name of Director: <u>Ron Lampkin, Interim Central Services Director</u>		

Central Services Department - Fleet Management Division
Replacement Evaluation Form

Asset Information	
Department Name: <u>Fire Department</u>	Date: <u>3-Aug-23</u>
Org Key: <u>274-03-4110</u>	
Vehicle Description: <u>2004 Ford Expedition</u>	Asset Number: <u>204190</u>
Assigned Use:	This vehicle is assigned to the Fire shop who transports equipment for various fire stations, and performs shop maintenance duties.
Signature of Director/Elected Official: <u><i>Antonio Burden</i></u> Name of Director/Elected Official: <u>Antonio Burden</u>	
Purchase Date: <u>6/15/2004</u> Purchase Price: <u>\$31,802.00</u> Current Mileage: <u>123,196</u>	
Current Hours: <u>N/A</u>	
Replacement Criteria Scoring	
Score	Details
Miles/Hours <u>12</u>	
Type of Service <u>3</u>	
M&R Cost <u>3</u>	<u>57% OR \$18,215.13</u>
Reliability <u>2</u>	
Condition <u>3</u>	
Total Score <u>23</u>	
Fleet Manager Recommendation: The mileage is 123,196 and the potential replacement mileage is 125K according to the Fleet Management Operations, Maintenance and Replacement Policy, 3.02. The vehicle will reach 125K before the new vehicle arrives. The department has determined that the vehicle cannot be used for any other AFD division and will need to be sold on auction.	
Planned Replacement Year: <u>2023</u> Funding Source: <u>Fire Funds</u>	
Fleet Manager Approval: <u><i>[Signature]</i></u> Name of Fleet Manager: <u>Laquona C. Sanderson, Fleet Manager</u>	
Central Services Director Approval: <u><i>[Signature]</i></u> Name of Director: <u>Ron Lampkin, Interim Central Services Director</u>	

**Central Services Department - Fleet Management Division
Replacement Evaluation Form**

Asset Information		
Department Name: <u>Fire Department</u>	Date: <u>3-Aug-23</u>	
Org Key: <u>274-03-4110</u>		
Vehicle Description: <u>2013 Ford Expedition</u>	Asset Number: <u>212190</u>	
Assigned Use:	This vehicle is assigned to a Battalion who responds to emergency calls, transports equipment for various fire stations, and performs administrative duties.	
Signature of Director/Elected Official: <u><i>Antonio Burden</i></u> Name of Director/Elected Official: <u>Antonio Burden</u>		
Purchase Date: <u>1/30/2013</u> Purchase Price: <u>\$30,802.00</u> Current Mileage: <u>162,450</u>		
Current Hours: <u>N/A</u>		
Replacement Criteria Scoring		
	Score	Details
Miles/Hours	16	
Type of Service	3	
M&R Cost	2	38% OR \$11,707.88
Reliability	3	
Condition	3	
Total Score	27	
Fleet Manager Recommendation: The mileage is 162,450 and the potential replacement mileage is 125K according to the Fleet Management Operations, Maintenance and Replacement Policy, 3.02. The department has determined that the vehicle cannot be used for any other AFD division and will need to be sold on auction.		
Planned Replacement Year: <u>2023</u>		
Funding Source: <u>Fire Funds</u>		
Fleet Manager Approval: <u><i>[Signature]</i></u> Name of Fleet Manager: <u>Jaquona C. Sanderson, Fleet Manager</u>		
Central Services Director Approval: <u><i>[Signature]</i></u> Name of Director: <u>Ron Lampkin, Interim Central Services Director</u>		



Commission Meeting

October 3, 2023

Service Level Agreements

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve directing the Administrator to obtain completed Service Level Agreements (SLA's) from all departments by December 31, 2023 and report back to the Commission the agreed upon SLA timeframes for each service request. (Approved by Administrative Services Committee September 26, 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

Lena Bonner

From: Commissioner Stacy Pulliam
Sent: Thursday, September 21, 2023 8:40 AM
To: Lena Bonner
Cc: Natasha L. McFarley
Subject: Add SLA request to the Agenda

Great Morning 😊,

Please add the following agenda item for discussion:

Direct the Administrator to obtain completed SLA's from all City Works departments by December 31, 2023 and report back to the Commission the agreed upon SLA timeframes for each service request.

Stacy A. Pulliam

Augusta Commission, District 2

(762)328-8256 Mobile



STACY PULLIAM

*Augusta Richmond County
Commissioner District 2*

📞 762-328-8256
 ✉️ spulliam@augustaga.gov
 📍 Augusta GA, Richmond County
 🌐 stacypulliamforaugusta.com

Together we can make a difference!

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AED:104.1



Commission Meeting

October 3, 2023

AO SPLOST 8 - Development Authority of Augusta (AEDA) Agreements

Department: Administrator / Finance

Presenter: Takiyah A. Douse, Interim Administrator

Caption: Motion to **approve** agreements with Development Authority of Augusta (AEDA) for two projects, for Retail Recruitment and Industrial Recruitment, that were included in SPLOST 8, and to authorize the Mayor to execute all appropriate documents. (**Approved by Finance Committee September 26, 2023**)

Background: Included as projects in SPLOST 8 are two projects that will be completed by the Development Authority of Augusta. The projects and funding amounts are:

Retail Recruitment	\$ 2,000,000
Industrial Recruitment	\$10,000,000

Analysis: The agreement defines the appropriation and use of funds, responsibilities and obligations of AEDA, responsibilities and obligations of the consolidated government and obligations of the AEDA and consolidated government.

The funding will be made available per the schedule adopted by the commission on September 5, 2023. The funding schedule is shown below:

Economic Development Project	2022	2023	2024	2025	2026	Totals
Retail Recruitment	1,000,000	-	765,000	235,000	-	2,000,000
Industrial Recruitment / Site Preparation	-	1,080,000	2,715,000	2,405,000	3,800,000	10,000,000

Financial Impact: Funding will be provided to AEDA on a reimbursement basis.

Alternatives:

Recommendation: Motion to approve agreements with Development Authority of Augusta (AEDA) for two projects, for Retail Recruitment and Industrial Recruitment, that were included in SPLOST 8, and to authorize the Mayor to execute all appropriate documents.

Funds are available in the Fund 330
following accounts:

REVIEWED AND N/A
APPROVED BY:

STATE OF GEORGIA)
)
 RICHMOND COUNTY)

SPLOST 8 CONTRACTOR AGREEMENT
 INDUSTRIAL RECRUITMENT PROJECT

This AGREEMENT made and entered into this ____day of September, 2023, between Augusta, Georgia, acting by and through the Augusta-Richmond County Commission, a political subdivision of the State of Georgia (hereinafter referred to as “Consolidated Government”), and the Development Authority of Augusta, Georgia, a public body corporate and politic of the State of Georgia, (hereinafter referred to as the “AEDA”);

WITNESSETH:

WHEREAS, the voters of Augusta, Georgia, on March 16, 2021, approved the imposition of the Special Purpose County One Percent Sales and Use Tax (“SPLOST 8”), and designated the use of the proceeds of said tax for certain capital outlay projects, as defined on O.C.G.A. 48-8-111(a), and further approved a project priority payment order in an Intergovernmental Agreement entered into by and between Consolidated Government, Georgia, and the municipalities of Hephzibah and Blythe; and

WHEREAS, the Consolidated Government approved SPLOST funding for certain economic development projects, including Project (as defined herein), to be implemented by the Consolidated Government or through one or more local authorities; and

WHEREAS, the Consolidated Government desires to contract with the AEDA to implement an industrial recruitment program (hereinafter referred to as the “Project”), which were a part of the approved capital outlay projects referenced in the above-described Intergovernmental Agreement; and

WHEREAS the proceeds of said tax in the amount of \$10,000,000.00 will be available per the schedule adopted by the Augusta Commission for reimbursement to the AEDA.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements between the parties, it is agreed as follows:

SECTION 1- APPROPRIATION AND USE OF FUNDS

1.1 The Consolidated Government agrees to appropriate the sum of \$10,000,000.00 to be used to reimburse the AEDA for verifiable expenses which are capital in nature, used in connection industry to Richmond County, Georgia.

1.2. The AEDA agrees to seek reimbursement for only expenses that can be verified as being expended solely for recruiting industrial businesses to locate, relocate, expand or otherwise create or open businesses in Richmond County, Georgia.

1.3 Said reimbursement to the AEDA is an authorized use of said proceeds, under O.C.G.A. Section 48-8-111(a)(1)(D) and this Agreement is entered into on behalf of the Consolidated Government and the AEDA, to recognize and acknowledge that Augusta will have fully funded its SPLOST 8 project obligation to provide for retail and industrial recruitment.

SECTION 2 - RESPONSIBILITIES AND OBLIGATIONS OF AEDA

2.1 In consideration of the disbursement/reimbursement of said funds, the AEDA shall observe all conditions that the law and/or this Agreement imposes on the use of said funds, which shall include, but not be limited to, the following:

2..1.1 AEDA, covenants that it will only seek reimbursement for funds used in the recruitment of industrial business and shall not seek reimbursement for expenses related to its maintenance and operation budget.

2..1.2 The AEDA agrees to provide a summary of the eligible expenses it seeks to be reimbursed along with receipts of such expenditures to the Augusta Finance Department, Municipal Building, Suite 800, 535 Telfair Street, Augusta, Georgia 30901, attention Ms. Donna Williams, Finance Director, or her designee, Mr. Timothy Schroer, Deputy Finance Director.

2..1.3 The AEDA accepts the following conditions for reimbursement of said funds:

A. The AEDA, at the request of the County Administrator of Augusta, shall provide periodic reports to the Consolidated Government regarding its industrial recruitment efforts.

B. Should the AEDA determine that it needs to outsource any services or acquire materials to full its obligations as provided herein, the AEDA shall utilize a procurement/purchasing policy reasonably acceptable to Augusta or comply with the purchasing policies of Augusta-Richmond County regarding the advertising for bids, the securing of bids, and payment, performance bonds, and contracting. Payments to any sub-contractor employed by the AEDA shall be made directly by the AEDA, subject to Consolidated Government's audit and approval.

C. AEDA shall submit quarterly accounting reports to the Consolidated Government for expenditures related to the Project. Said accounting reports shall set forth the amounts expended on the Project during the term of this Agreement, which, shall include any amount expended on Project in that current year, and the estimated percentage of the completion of the Project. The initial report of expenditures regarding the Project shall be made within ninety (90) days of the execution of this Agreement and quarterly thereafter until the end of the quarter in which the Project are completed. Quarterly reports are due within ten (10) business days following the end of each said quarter and shall be delivered to Augusta Finance Department,

530 Greene Street, Suite 800, Augusta Georgia 30901 to the attention of Mr. Timothy Schroer, Deputy Finance Director.

SECTION 3 - RESPONSIBILITIES AND OBLIGATIONS OF THE CONSOLIDATED GOVERNMENT

3.1 Augusta enters this contract to improve the quality of life of its citizens by potentially creating new employment opportunities as well as expanding the tax base of Richmond County, Georgia.

3.2 The Consolidated Government and any auditors employed by Augusta shall have the right to verify and audit the expenditures of the AEDA sufficient to determine that the monies are being appropriately spent for the Project, in accordance with Georgia laws that govern the expenditures of Special Purpose Local Option Sales Tax monies. Official representatives of the Consolidated Government may inspect the official records of the AEDA, which relate to the Project, at reasonable times and upon reasonable notice to the AEDA.

SECTION 4 – OBLIGATIONS OF THE AEDA AND CONSOLIDATED GOVERNMENT

4.1 Each of the parties hereto warrants and represents to the other that it will comply with all the requirements of the laws of the State of Georgia.

4.2 After approval of this contract, all contracts between the AEDA and any sub-contractor, at the request of Augusta, shall be submitted to the County Administrator for administrative review. If any irregularity or illegality appears, the Administrator may submit any such questions to the Consolidated Government. The decision to review or not review any such contracts shall not absolve the AEDA from any liability and the AEDA shall hold Augusta harmless for any irregularity or illegality in connection with such contracts.

4.3 This Agreement constitutes the entire agreement between the parties as to the matters described herein and may not be amended except by a written instrument, signed by each party's duly authorized officers.

4.4 Breach of contract with respect to any of the terms of this Agreement by the AEDA, or with respect to the use of funds by the AEDA, shall terminate the Consolidated Government's obligations under this Agreement; shall terminate the Consolidated Government's obligation for the payment of any future funds; and shall entitle the Parties to all remedies provided by law.

4.5 This Agreement may be terminated by either Party upon sixty (60) days advance written notice, provided that all payments required hereunder have been satisfied at the time of the providing of such notice of termination.

IN WITNESS WHEREOF, the Consolidated Government and AEDA have caused these presents to be executed by their respective, duly authorized officials, on the date entered above.

AUGUSTA, GEORGIA

By: _____
Mayor

ATTEST:

By: _____
Clerk of Commission

Seal

[signatures continued on following page]

AEDA:

Economic Development Authority of Augusta, Georgia

By: _____

As its _____

ATTEST:

As its _____

STATE OF GEORGIA)
)
 RICHMOND COUNTY)

SPLOST 8 CONTRACTOR AGREEMENT
 RETAIL RECRUITMENT PROJECT

This AGREEMENT made and entered into this ____day of September, 2023, between Augusta, Georgia, acting by and through the Augusta-Richmond County Commission, a political subdivision of the State of Georgia (hereinafter referred to as “Consolidated Government”), and the Development Authority of Augusta, Georgia, a public body corporate and politic of the State of Georgia, (hereinafter referred to as the “AEDA”);

WITNESSETH:

WHEREAS, the voters of Augusta, Georgia, on March 16, 2021, approved the imposition of the Special Purpose County One Percent Sales and Use Tax (“SPLOST 8”), and designated the use of the proceeds of said tax for certain capital outlay projects, as defined on O.C.G.A. 48-8-111(a), and further approved a project priority payment order in an Intergovernmental Agreement entered into by and between Consolidated Government, Georgia, and the municipalities of Hephzibah and Blythe; and

WHEREAS, the Consolidated Government approved SPLOST funding for certain economic development projects, including Project (as defined herein), to be implemented by the Consolidated Government or through one or more local authorities; and

WHEREAS, the Consolidated Government desires to contract with the AEDA to implement a retail recruitment program (hereinafter referred to as the “Project”), which were a part of the approved capital outlay projects referenced in the above-described Intergovernmental Agreement; and

WHEREAS the proceeds of said tax in the amount of \$2,000,000.00 will be available per the schedule adopted by the Augusta Commission for reimbursement to the AEDA.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements between the parties, it is agreed as follows:

SECTION 1- APPROPRIATION AND USE OF FUNDS

1.1 The Consolidated Government agrees to appropriate the sum of \$2,000,000.00 to be used to reimburse the AEDA for verifiable expenses which are capital in nature, used in connection recruiting retail businesses to Richmond County, Georgia.

1.2. The AEDA agrees to seek reimbursement for only expenses that can be verified as being expended solely for recruiting retail businesses to locate, relocate, expand or otherwise create or open businesses in Richmond County, Georgia.

1.3 Said reimbursement to the AEDA is an authorized use of said proceeds, under O.C.G.A. Section 48-8-111(a)(1)(D) and this Agreement is entered into on behalf of the Consolidated Government and the AEDA, to recognize and acknowledge that Augusta will have fully funded its SPLOST 8 project obligation to provide for retail and industrial recruitment.

SECTION 2 - RESPONSIBILITIES AND OBLIGATIONS OF AEDA

2.1 In consideration of the disbursement/reimbursement of said funds, the AEDA shall observe all conditions that the law and/or this Agreement imposes on the use of said funds, which shall include, but not be limited to, the following:

2.1.1 AEDA, covenants that it will only seek reimbursement for funds used in the recruitment of retail business and shall not seek reimbursement for expenses related to its maintenance and operation budget.

2.1.2 The AEDA agrees to provide a summary of the eligible expenses it seeks to be reimbursed along with receipts of such expenditures to the Augusta Finance Department, Municipal Building, Suite 800, 535 Telfair Street, Augusta, Georgia 30901, attention Ms. Donna Williams, Finance Director, or her designee, Mr. Timothy Schroer, Deputy Finance Director.

2.1.3 The AEDA accepts the following conditions for reimbursement of said funds:

A. The AEDA, at the request of the County Administrator of Augusta, shall provide periodic reports to the Consolidated Government regarding its retail recruitment efforts.

B. Should the AEDA determine that it needs to outsource any services or acquire materials to full its obligations as provided herein, the AEDA shall utilize a procurement/purchasing policy reasonably acceptable to Augusta or comply with the purchasing policies of Augusta-Richmond County regarding the advertising for bids, the securing of bids, and payment, performance bonds, and contracting. Payments to any sub-contractor employed by the AEDA shall be made directly by the AEDA, subject to Consolidated Government's audit and approval.

C. AEDA shall submit quarterly accounting reports to the Consolidated Government for expenditures related to the Project. Said accounting reports shall set forth the amounts expended on the Project during the term of this Agreement, which, shall include any amount expended on Project in that current year, and the estimated percentage of the completion of the Project. The initial report of expenditures regarding the Project shall be made within ninety (90) days of the execution of this Agreement and quarterly thereafter until the end of the quarter in which the Project are completed. Quarterly reports are due within ten (10) business days following the end of each said quarter and shall be delivered to Augusta Finance Department,

530 Greene Street, Suite 800, Augusta Georgia 30901 to the attention of Mr. Timothy Schroer, Deputy Finance Director.

SECTION 3 - RESPONSIBILITIES AND OBLIGATIONS OF THE CONSOLIDATED GOVERNMENT

3.1 Augusta enters this contract to improve the quality of life of its citizens by potentially creating new retail shopping opportunities, the creation of new employment opportunities as well as expanding the tax base of Richmond County, Georgia.

3.2 The Consolidated Government and any auditors employed by Augusta shall have the right to verify and audit the expenditures of the AEDA sufficient to determine that the monies are being appropriately spent for the Project, in accordance with Georgia laws that govern the expenditures of Special Purpose Local Option Sales Tax monies. Official representatives of the Consolidated Government may inspect the official records of the AEDA, which relate to the Project, at reasonable times and upon reasonable notice to the AEDA.

SECTION 4 – OBLIGATIONS OF THE AEDA AND CONSOLIDATED GOVERNMENT

4.1 Each of the parties hereto warrants and represents to the other that it will comply with all the requirements of the laws of the State of Georgia.

4.2 After approval of this contract, all contracts between the AEDA and any sub-contractor, at the request of Augusta, shall be submitted to the County Administrator for administrative review. If any irregularity or illegality appears, the Administrator may submit any such questions to the Consolidated Government. The decision to review or not review any such contracts shall not absolve the AEDA from any liability and the AEDA shall hold Augusta harmless for any irregularity or illegality in connection with such contracts.

4.3 This Agreement constitutes the entire agreement between the parties as to the matters described herein and may not be amended except by a written instrument, signed by each party's duly authorized officers.

4.4 Breach of contract with respect to any of the terms of this Agreement by the AEDA, or with respect to the use of funds by the AEDA, shall terminate the Consolidated Government's obligations under this Agreement; shall terminate the Consolidated Government's obligation for the payment of any future funds; and shall entitle the Parties to all remedies provided by law.

4.5 This Agreement may be terminated by either Party upon sixty (60) days advance written notice, provided that all payments required hereunder have been satisfied at the time of the providing of such notice of termination.

IN WITNESS WHEREOF, the Consolidated Government and AEDA have caused these presents to be executed by their respective, duly authorized officials, on the date entered above.

AUGUSTA, GEORGIA

By: _____
Mayor

ATTEST:

By: _____
Clerk of Commission

Seal

[signatures continued on following page]

EDA:

Economic Development Authority of Augusta, Georgia

By: _____
As its _____

ATTEST:

As its _____



Commission Meeting

October 3, 2023

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the regular meeting of commission held September 19, 2023 and the Special Meeting held September 26, 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, September 19, 2023

2:00 PM

PRESENT

Mayor Garnett Johnson
Commissioner Jordan Johnson
Commissioner Bobby Williams
Commissioner Sean Frantom
Commissioner Francine Scott
Commissioner Catherine Smith-McKnight
Commissioner Stacy Pulliam
Commissioner Tony Lewis

ABSENT

Commissioner Brandon Garrett
Commissioner Alvin Mason
Commissioner Wayne Guilfoyle

INVOCATION

Reverend Nadine Ellsworth-Moran, Associate Pastor, Reid Memorial Presbyterian Church

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA**RECOGNITION(S)**

- A. Congratulations!** Augusta's 2023 August Years of Service (YOS) 25-50 year recipients.

Presentations were made to the August Years of Service recipients.

DELEGATION(S)

- B. Greater Augusta Arts Council** regarding Public Art Update Gateway sculpture at Sand Bar Ferry Road; Murals by storm drains at RCBOE schools and upcoming sculptures and murals funded by private foundations, businesses, and donations.

Presentation was made by Ms. Brenda Durant.

- C. Mr. James Williams** regarding support in the renaming of the Augusta Riverwalk.

Presentation was made by Mr. James Williams.

- D. Mr. Rick Johnson** regarding the renaming of Augusta Riverwalk, etc.

Presentation was made by Mr. Rick Johnson.

- E. **Mr. Brian Green** regarding review pre-existing neighborhood ordinances; or to implement robust or effective ordinances.

Presentation was made by Mr. Brian Green.

CONSENT AGENDA

(Items 1-24)

PUBLIC SERVICES

1. **Z-23-34** – A request for concurrence with the Augusta Planning Commission to **approve** with the conditions a petition by Armanda Hemmingway on behalf of A Watson Properties-Southside, LLC requesting a **rezoning from zone R-1A (One-family Residential) and B-2 (General Business) to zone B-2 (General Business)** affecting properties containing approximately 1.1 acres located at 2300 Milledgeville Road and **1901 Olive Road**. Tax Map #072-3-025-00-0 and #072-3-026-00-0. **DISTRICT 2**

Motion to approve.

Motion made by Williams, Seconded by Johnson.

Voting Yea: Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

Motion carries 7-0.

2. **Z-23-39** – A request for concurrence with the Augusta Planning Commission to **approve** with the conditions a petition by AMERCO Real Estate Company on behalf of Augusta Hotel Group, LLC requesting a rezoning from **zone R-1A (One-family Residential) and B-2 (General Business) to zone B-2 (General Business)** affecting property containing approximately 3.3 acres located at **1062 Claussen Road**. Tax Map #012-0-014-02-0. **DISTRICT 7**

Motion to approve.

Motion made by Williams, Seconded by Johnson.

Voting Yea: Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

Motion carries 7-0.

3. **Z-23-37** – A request for concurrence with the Augusta Planning Commission to **APPROVE** with the conditions petition by Drayton Parker Companies on behalf of DOC MOB Augusta III, LLC requesting a rezoning from zone A (Agricultural) and B-1 (Neighborhood Business) to zone B-2 (General Business) affecting property containing approximately 2.54 acres located at 3645-Wheeler Road. Tax Map #030-0-244-00-0. **DISTRICT 3(Deferred from the September 5, 2023 meeting)**

Motion to approve.

Motion made by Williams, Seconded by Johnson.

Voting Yea: Johnson, Williams, Frantom, Scott, Pulliam, Lewis

Voting Nay: Smith-McKnight

Motion carries 6-1.

Substitute motion to disapprove.

Motion made by McKnight.

Motion dies for lack of a second.

4. **Z-23-38** – A request for concurrence with the Augusta Planning Commission to **approve** with conditions a petition by Drayton Parker Companies on behalf of COLCO Solutions LLC **requesting a rezoning from zone B-1 (Neighborhood Business) to zone B-2 (General Business)** affecting property containing approximately 5.66 acres located at **1924 Barton Chapel Road. Tax Map #068-0-007-00-0. DISTRICT 5 (Deferred from the September 5, 2023 meeting)**

Motion to approve.

Motion made by Williams, Seconded by Johnson.

Voting Yea: Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

Motion carries 7-0.

PUBLIC SERVICES

5. Motion to **approve** New Ownership/Existing Location: A.N. 23-35: A request by **Jayendrakumar Suthar** for a retail package **Beer & Wine License** to be used in connection with Country Corner #10 located at 3735 Mike Padgett Hwy. **District 8. Super District 10. (Approved by Public Services Committee September 12 2023)**

Motion to approve.

Motion made by Williams, Seconded by Johnson.

Voting Yea: Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

Motion carries 7-0.

6. **Motion to approve** New Ownership/Existing Location: A.N. 23-36: A request by **Irfan Uddin** for a retail package **Beer & Wine License** to be used in connection with Good to Go 6 located at 3671 Peach Orchard Rd. **District 6. Super District 10.(Approved by Public Services Committee September 12, 2023)**

Motion to approve.

Motion made by Williams, Seconded by Johnson.

Voting Yea: Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

Motion carries 7-0.

7. Motion to **approve** New Ownership/Existing Location: A.N. 23-37: A request by **Jay Wolszczak** for an on-premises consumption **Liquor, Beer, & Wine License** to be used in connection with First Watch #6023 located at **630 Crane Creek Dr Ste 405**. There will be Sunday Sales. **District 7. Super District 10.(Approved by Public Services Committee September 12, 2023)**

Motion to approve.

Motion made by Williams, Seconded by Johnson.

Voting Yea: Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

Motion carries 7-0.

8. Motion to **approve Existing Location: A.N. 23-38:** A request by **Emanuel Hatzis** for a consumption on premise **Liquor License** to be used in connection with Manny's Sports Off Broad located at 215 10th Street. There will be **Sunday Sales. District 1. Super District 9.(Approved by Public Services Committee September 12, 2023)**

Motion to approve.

Motion made by Williams, Seconded by Johnson.

Voting Yea: Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

Motion carries 7-0.

9. Motion to **approve** On-Airport Lease Agreement for the term of October 1, 2023, thru September 30, 2043 with the United States Department of Transportation, Federal Aviation Administration (FAA). Approved by the Augusta Aviation Commission on August 24, 2023. **(Approved by Public Services Committee September 12, 2023)**

Motion to approve.

Motion made by Williams, Seconded by Johnson.

Voting Yea: Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

Motion carries 7-0.

10. Motion to **approve** "Use of Property" Agreement for 2024 thru 2027 with Augusta Air Show, LLC for the Augusta Air Show. Approved by the Augusta Aviation Commission on August 24, 2023. **(Approved by Administrative Services Committee September 12, 2023)**

Motion to approve.

Motion made by Williams, Seconded by Johnson.

Voting Yea: Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

Motion carries 7-0.

11. Motion to **approve** the Mayor executing an MOU with Ft. Eisenhower (formerly Ft. Gordon) for compatible development criteria. **(Approved by Public Services Committee September 12, 2023)**

Motion to approve.

Motion made by Williams, Seconded by Johnson.

Voting Yea: Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

Motion carries 7-0.

ADMINISTRATIVE SERVICES

12. Motion to **establish** a collaboration with Healthy Augusta Collaborative to create a Health Equity Action Plan for Augusta-Richmond County. **(Approved by Administrative Services Committee September 12, 2023)**

Motion to approve.

Motion made by Williams, Seconded by Johnson.

Voting Yea: Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

Motion carries 7-0.

13. Motion to **approve** utilizing state contract (#SWC 99999-SPD-SPD0000183-005) for the purchase of two Ford F150 Police Responders, at a total cost of \$115,630 from Allan Vigil Ford for the Richmond County Marshals Office. **(Approved by Administrative Services Committee September 12, 2023)**

Motion to approve.

Motion made by Williams, Seconded by Johnson.

Voting Yea: Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

Motion carries 7-0.

14. Motion to **approve** the submission of the FY2023 CoC Application to HUD and grant the Mayor the authority to execute all forms associated with the application, to include but not limited to: Submission of the Consolidated Community Application, Priority Listing and Exhibit 2 Project Applications, Certifications of Consistency (HUD 2991), Conditional Award Technical Submissions, New and Renewal Grant Agreements and Annual Progress Reports (APR). **(Approved by Administrative Services Committee September 12, 2023)**

Motion to approve.

Motion made by Williams, Seconded by Johnson.

Voting Yea: Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

Motion carries 7-0.

15. Motion to **approve** submission of Neighborhood Access and Equity (NAE) grant application for the *Reconnect, Rejuvenate and Recharge the Broad Street Transfer Facility* planning grant project and grant the Mayor authority to execute the necessary forms required for submission. **(Approved by Administrative Services Committee September 12, 2023)**

Motion to approve.

Motion made by Williams, Seconded by Johnson.

Voting Yea: Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

Motion carries 7-0.

16. Motion to **approve** renaming one of the Augusta Recreation athletic ball fields, at the Diamond Lakes Regional Park located at 4335 Windsor Spring Rd, Hephzibah, GA, in honor of Fred Ancil "Andy" Cheek, III. **(Approved by Administrative Services Committee September 12, 2023)**

Motion to refer this item to the next Commission meeting.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

Motion carries 7-0.

17. Motion to **approve** the renaming the Augusta Riverwalk Park to the name of Edward M. McIntyre, Sr. Riverwalk Park, and the Augusta 8th Street Plaza to the Edward M. McIntyre, Sr. Square at 8th Street, and placing his name on the entrance of the 8th Street bulkhead archway. **(Approved by Administrative Services Committee September 12, 2023)**

Motion to refer this item to the next Commission meeting.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

Motion carries 7-0.

18. Motion to **approve** the renaming of the Augusta Utilities/Engineering Building, located at 425 Walker Street, Augusta, GA, in honor of former Utilities Director Thomas D. Wiedmeier P.E. **(Approved by Administrative Services Committee September 12, 2023)**

Motion to refer this item to the next Commission meeting.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

Motion carries 7-0.

ENGINEERING SERVICES

19. Motion to **approve** the exchange of Water Main Easements on Washington Road. **(Approved by Engineering Services Committee September 12, 2023)**

Motion to approve.

Motion made by Williams, Seconded by Johnson.

Voting Yea: Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

Motion carries 7-0.

20. Motion to **approve** the dedication of Water and Sanitary Sewer in Porcelain Court. **(Approved by Engineering Services Committee September 12, 2023)**

Motion to approve.

Motion made by Williams, Seconded by Johnson.

Voting Yea: Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

Motion carries 7-0.

FINANCE

21. Motion to **approve** the Contribution Agreement between the Ga Association of Conservation Districts and Augusta-Richmond County Board of Commissioners. **(Approved by Finance Committee September 12, 2023)**

Motion to approve.

Motion made by Williams, Seconded by Johnson.

Voting Yea: Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

Motion carries 7-0.

22. Motion to **approve** allocating funding in the amount of \$50,000 to Garden City Rescue Mission using CDBG as the funding source. **(Approved by Finance Committee September 12, 2023)**

It was the consensus of the Commission that this item be added to the agenda to be considered for deletion.

Motion to delete this item from the agenda.

Motion made by Williams, Seconded by Johnson.

Voting Yea: Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

Motion carries 7-0.

PUBLIC SAFETY

23. Motion to **approve** VitalCore Health Strategies, LLC for the Richmond County Sheriff's Office Inmate Medical Contract pending execution of contract by the Mayor. The requested motion will be for a three (3) year contract with an option to extend for two (2) additional one (1) year terms. **(Approved by Public Safety Committee September 12, 2023)**

Motion to approve.

Motion made by Williams, Seconded by Johnson.

Voting Yea: Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

Motion carries 7-0.

PETITIONS AND COMMUNICATIONS

24. Motion to **approve** the minutes of the regular meeting of commission held September 5, 2023 and the Special Meeting held September 12, 2023)

Motion to approve.

Motion made by Williams, Seconded by Johnson.

Voting Yea: Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

Motion carries 7-0.

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

AUGUSTA COMMISSION REGULAR AGENDA

(Items 25-27)

PUBLIC SERVICES

25. **New Ownership/Existing Location: A.N. 23-34:** A request by **Urvashiben Patel** for a retail package **Beer & Wine** License to be used in connection with IN-N-OUT Market Lottery Store located at 2657 Barton Chapel Rd. **District 4. Super District 9. (No recommendation by Public Services Committee September 12, 2023)**

Motion to approve.

Motion made by Frantom, Seconded by Williams.

Voting Yea: Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

Motion carries 7-0.

ADMINISTRATIVE SERVICES

26. Discuss and implement new policy for employees physically clocking in including SES employees. **(Requested by Mayor Pro Tem Brandon Garrett)**

Motion to delete this item from the agenda.

Motion made by Williams, Seconded by Johnson.

Voting Yea: Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

Motion carries 7-0.

LEGAL MEETING

- A. Pending and Potential Litigation**
- B. Real Estate**
- C. Personnel**

27. Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act. Item 6.

ADDENDUM ITEM

1. Mr. Dan Funsch regarding the naming the Augusta Riverwalk.

It was the consensus of the Commission that this item be added to the agenda without objection.

Presentation is made by Mr. Funsch.

CALLED MEETING

COMMISSION CHAMBER
September 26, 2023

Augusta Richmond County Commission convened at 11:00 a.m., Tuesday, September 26, 2023, the Honorable Garnett Johnson, Mayor, presiding.

PRESENT: Hons. Johnson, Williams, Garrett, Scott, McKnight, Pulliam and Lewis, members of Augusta Richmond County Commission.

ABSENT: Hons. Frantom, Mason and Guilfoyle, members of Augusta Richmond County Commission.

Mr. Mayor: I'll call this meeting to order. Attorney Brown.

1. LEGAL MEETING

A. Pending and potential litigation

B. Real estate

C. Personnel

Mr. Brown: Good morning, Mayor Johnson and Commissioners. We would request a motion to go into executive session for the discussion of real estate and pending and potential litigation.

Ms. McKnight: So move.

Mr. Johnson: Second.

Mr. Mayor: I have a motion and second. Voting.

Motion carries 6-0.

Mr. Mayor: Thank you, Madam Clerk. We're now in legal. Thank you.

[EXECUTIVE SESSION]

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

Mr. Brown: Mr. Mayor, we would request a motion to approve the closed meeting affidavit.

Mr. Garrett: So move.

Mr. Johnson: Second.

Motion carries 6-0.

[MEETING 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 September 26, 2023.

Clerk of Commission



Commission Meeting

October 3, 2023

Alcohol Application

Department:	Planning & Development
Presenter:	Julietta H. Walton, Customer Service & Business License Manager
Caption:	New Location: A.N. 23-39: A request by Reginald M. McGee for a consumption on premise Liquor, Beer & Wine License to be used in connection with 211 Bar & Grill located at 4630 Mike Padgett Hwy. There will be Dance . District 8. Super District 10.
Background:	The is a New Location.
Analysis:	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a pro-rated fee of \$2,322.50.
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
Funds are available in the following accounts:	NA
<u>REVIEWED AND APPROVED BY:</u>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT**

Case Number: A.N. 23-39

Application Type: Consumption on Premises – Liquor, Beer, Wine & Dance

Business Name: 211 Bar and Grill

Hearing Date: September 26, 2023

Report Prepared By: Julietta H. Walton, Business License & Customer Service Manager

Applicant: *Reginald McGee*

Property Owner: Kim Kihwan & Kim Kumju

Address of Property: 4630 Mike Padgett Hwy

Tax Parcel #: 279-0-019-00-0

Commission District: District: 8 Super District: 10

Background: New Location

ANALYSIS: Location restrictions: zoning and proximity to churches, libraries, schools, and public recreation areas.

- **Zoning:** B-1 (Neighborhood) Zone
- **Distance Requirements:** The proposed location for consumption on premises Liquor, Beer, Wine & Dance meets the minimum distance location to churches, schools, libraries, and public recreation areas.

ADDITIONAL CONSIDERATIONS:

- **Reputation, character.** The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous violations of liquor laws.** If the applicant is a previous holder of a license to sell alcoholic liquors, whether he has violated any laws, regulations or ordinance relating to such business.
- **Manner of conducting prior liquor business.** If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which he conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation or ordinance relating to such business.

- **Location.** The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
 - **The proposed location is a New Location**
- **Number of licenses in a trading area.** The number of licenses already granted for similar business in the trading area of the place for which the license is sought.
- **Dancing.** If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled or supervised by him, the manner in which he controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.
- **Previous revocation of license.** If the applicant is a person, whose license issued under the police powers of any governing authority has been previously suspended or revoked or who has previously had an alcoholic beverages licenses suspended or revoked. Payment of taxes. If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of minors.** Any circumstances, which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirement under section 6-2-64 (b) herein.
- **Prior incidents.** Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **Previous Denial or Revocation.** The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

FINANCIAL IMPACT: The applicant will pay a pro-rated fee of \$2,322.50

RECOMMENDATION:

The Planning & Development approved the application subject to additional information not contradicting the applicant's statements.

The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.

Note: The staff report includes the information available approximately two weeks prior to the Public Services Committee meeting. 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 and the Alcohol Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make an oral recommendation at the hearing based on all the information available at that time.

Augusta-Richmond County Planning & Development Department
1803 Marvin Griffin Road
Augusta, GA. 30906

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number 2023-1142

1. Name of Business 211 Bar And Grill
2. Business Address 4630 Mike Padgett Highway Suite B
3. City Augusta State GA Zip 30906
4. Business Phone () Home Phone () 550-5834
5. Applicant Name and Address: Reginald Miles McGee
331 Long Road
Augusta GA 30426
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant: _____

8. Business Location: Map & Parcel _____ Zoning _____
9. Location Manager(s) _____

10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
(☒) Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: _____
12. Mailing Address:
Name of Business 211 Bar And Grill
Attention _____
Address 4630 Mike Padgett Highway
City/State/Zip Augusta Ga 30906
13. Ownership Type: () Corporation () Partnership (☒) Individual
14. Corporate Name: _____
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
<u>Reginald McGee</u>	<u>Owner</u>		<u>4630 Mike Padgett</u>	<u>100%</u>

15. What type of business will you operate in this location?
(☒) Restaurant - Full (☒) Lounge () Convenience Store
() Restaurant - Limited () Package Store () Hybrid
() Other: _____

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer					
Consumption on Premises	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Wholesale					

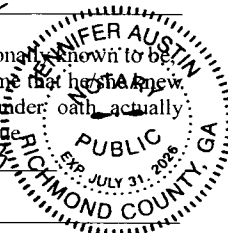
Total License Fee: \$ _____
Prorated License Fee: (After July 1 ONLY) \$ _____

16. Have you ever applied for an Alcohol Beverage License before: NO
If so, give year of application and its disposition: _____
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (☒) Yes () No If so, please initial RM



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (✓) No
If yes, give full details: _____
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. () Yes (✓) No
If yes, give reason charged or held, date and place where charged and its disposition. _____
21. List owner or owners of building and property.
Bikwan Kim
22. List the name and other required information for each person, firm or corporation having any interest in the business.
Reginald McGee
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
A) Church _____ C) School _____
B) Library _____ D) Public Recreation _____
24. State of Georgia, Augusta-Richmond County, I, _____
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.
25. I hereby certify that Reginald M. McGee is personally known to me. That he/she signed his/her name to the forgoing allocation stating to me that he/she knew and understood all statements and answers made herein, and, under oath, actually administered by me, has sworn that said statements and answers are true.
This 22nd day of August, in the year 2023

Reginald McGee
Applicant Signature



Notary Public

FOR OFFICE USE ONLY

Department	Approve	Deny	Comments
Recommendation			
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator

Date



Commission Meeting

October 3, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Customer Service & Business License Manger
Caption:	New Location: A.N. 23-40: A request by Robert Robertson for a consumption on premise Wine License to be used in connection with That Flippin Egg #3 located at 3321 Mike Padgett Hwy. District 6 Super District 10
Background:	This is a New Location
Analysis:	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a pro-rated fee of \$312.50
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT**

Case Number: A.N. 23-40

Application Type: Consumption on Premises – Wine

Business Name: The Flippin Egg #3

Hearing Date: September 26, 2023

Report Prepared By: Julietta H. Walton, Business License & Customer Service Manager

Applicant: *Robert Robertson*

Property Owner: Robert Robertson

Address of Property: 3321 Mike Padgett Hwy

Tax Parcel #: 123-1-122-00-0

Commission District: District: 6 Super District: 10

Background: New Location

ANALYSIS: Location restrictions: zoning and proximity to churches, libraries, schools, and public recreation areas.

- **Zoning:** B-1 (Neighborhood) Zone
- **Distance Requirements:** The proposed location for consumption on premises Wine meets the minimum distance location to churches, schools, libraries, and public recreation areas.

ADDITIONAL CONSIDERATIONS:

- **Reputation, character.** The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous violations of liquor laws.** If the applicant is a previous holder of a license to sell alcoholic liquors, whether he has violated any laws, regulations or ordinance relating to such business.
- **Manner of conducting prior liquor business.** If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which he conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation or ordinance relating to such business.

- **Location.** The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
 - **The proposed location is a New Location**
- **Number of licenses in a trading area.** The number of licenses already granted for similar business in the trading area of the place for which the license is sought.
- **Dancing.** If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled or supervised by him, the manner in which he controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.
- **Previous revocation of license.** If the applicant is a person, whose license issued under the police powers of any governing authority has been previously suspended or revoked or who has previously had an alcoholic beverages licenses suspended or revoked. Payment of taxes. If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of minors.** Any circumstances, which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirement under section 6-2-64 (b) herein.
- **Prior incidents.** Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **Previous Denial or Revocation.** The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

FINANCIAL IMPACT: The applicant will pay a pro-rated fee of \$312.50

RECOMMENDATION:

The Planning & Development approved the application subject to additional information not contradicting the applicant's statements.

The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.

Note: The staff report includes the information available approximately two weeks prior to the Public Services Committee meeting. 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 and the Alcohol Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make an oral recommendation at the hearing based on all the information available at that time.

COPY

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number 2022-1301

1. Name of Business That Flippin Egg #3
2. Business Address 3321 Mike Padgett Hwy
3. City Augusta State GA Zip 30906
4. Business Phone (706) 222-8450 Home Phone () _____
5. Applicant Name and Address: Robert William Robertson
2548 Columbia Creek Ct
Evans GA 30809
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant: _____

8. Business Location: Map & Parcel 123-1-122-00-6 Zoning B3321 Mike Padgett Hwy
9. Location Manager(s) Dre Ann Jackson
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
☒ Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 1-27-2014
12. Mailing Address:
Name of Business Flippin Holdings LLC
Attention Robert Robertson
Address 485 Columbia Industrial Blvd
City/State/Zip Evans GA 30809
13. Ownership Type: ☒ Corporation () Partnership () Individual
14. Corporate Name: Flippin Holdings
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
<u>Robert Robertson</u>	<u>Owner</u>		<u>2548 Columbia Creek Ct Evans</u>	<u>100%</u>

15. What type of business will you operate in this location?
(☒) Restaurant - Full () Lounge () Convenience Store
() Restaurant - Limited () Package Store () Hybrid
() Other: _____

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer			<input checked="" type="checkbox"/>		
Consumption on Premises					
Wholesale					

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

16. Have you ever applied for an Alcohol Beverage License before: _____
If so, give year of application and its disposition: _____
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (☒) Yes () No If so, please initial RRR

18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.



19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? (X) Yes () No

If yes, give full details: Manager Purchased Champagne from Sams instead of Local Distributor. He did not know any better. Citation A 202112476560055-C-1
Has been Resolved.

20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. () Yes (X) No

If yes, give reason charged or held, date and place where charged and its disposition.

21. List owner or owners of building and property.

Robert William Robertson

22. List the name and other required information for each person, firm or corporation having any interest in the business.

Elleoin Holdings LLC

Robert William Robertson

23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.

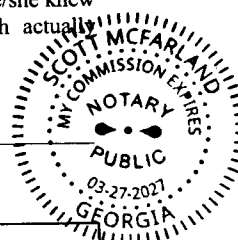
A) Church EXCEEDS 100 YDS C) School EXCEEDS 200 YDS
 B) Library " " " D) Public Recreation EXCEED 100 YDS

24. State of Georgia, Augusta-Richmond County, I, Robert W Robertson
 Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.

Robert W Robertson
 Applicant Signature

25. I hereby certify that Robert W Robertson is personally known to be, That he/she signed his/her name to the forgoing allocation stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.
 This 30th day of May, in the year 2023

Scott McFarland
 Notary Public



FOR OFFICE USE ONLY

Department	Approve	Deny	Comments
Recommendation			
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

 Administrator

 Date



Commission Meeting

October 3, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Customer Service & Business License Manager
Caption:	New Location: A.N. 23-41: A request by Vy Nguyen for a consumption on premise Incidental Wine License to be used with Solar Nails located at 3697 Windsor Spring Rd. District 6 Super District 10
Background:	This is a New Location
Analysis:	This applicant meets the requirements of City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a pro-rated fee of \$312.50
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT**

Case Number: A.N. 23-41

Application Type: Consumption on Premises – Incidental Wine

Business Name: Solar Nail Salon

Hearing Date: September 26, 2023

Report Prepared By: Julietta H. Walton, Business License & Customer Service Manager

Applicant: ***Vy A Nguyen***

Property Owner: Augusta NNN LLC

Address of Property: 3697 Windsor Spring Road

Tax Parcel #: 141-4-007-00-0

Commission District: District: 6 Super District: 10

Background: New Location

ANALYSIS: Location restrictions: zoning and proximity to churches, libraries, schools, and public recreation areas.

- **Zoning:** B-2 (Business) Zone
- **Distance Requirements:** The proposed location for consumption on premises Incidental Wine meets the minimum distance location to churches, schools, libraries, and public recreation areas.

ADDITIONAL CONSIDERATIONS:

- **Reputation, character.** The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous violations of liquor laws.** If the applicant is a previous holder of a license to sell alcoholic liquors, whether he has violated any laws, regulations or ordinance relating to such business.
- **Manner of conducting prior liquor business.** If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which he conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation or ordinance relating to such business.

- **Location.** The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
 - **The proposed location is a New Location**
- **Number of licenses in a trading area.** The number of licenses already granted for similar business in the trading area of the place for which the license is sought.
- **Dancing.** If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled or supervised by him, the manner in which he controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.
- **Previous revocation of license.** If the applicant is a person, whose license issued under the police powers of any governing authority has been previously suspended or revoked or who has previously had an alcoholic beverages licenses suspended or revoked. Payment of taxes. If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of minors.** Any circumstances, which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirement under section 6-2-64 (b) herein.
- **Prior incidents.** Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **Previous Denial or Revocation.** The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

FINANCIAL IMPACT: The applicant will pay a pro-rated fee of \$312.50

RECOMMENDATION:

The Planning & Development approved the application subject to additional information not contradicting the applicant's statements.

The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.

Note: The staff report includes the information available approximately two weeks prior to the Public Services Committee meeting. 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 and the Alcohol Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make an oral recommendation at the hearing based on all the information available at that time.

Augusta-Richmond County Planning & Development Department
 1803 Marvin Griffin Road
 Augusta, GA. 30906

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business Solar Nail Salon
2. Business Address 3697 Windsor Spring Rd
3. City Hopkirk State GA Zip 30815
4. Business Phone (706) 7986777 Home Phone (706) 3998825
5. Applicant Name and Address: VY A NGUYEN
1012 Emerald Place Evans GA
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant: _____
8. Business Location: Map & Parcel _____ Zoning _____
9. Location Manager(s) _____
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
☒ Yes ☐ No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: _____
12. Mailing Address:
 Name of Business Solar Nail Salon
 Attention _____
 Address 3697 Windsor Spring Rd Ste 3076
 City/State/Zip Hopkirk GA 30815
13. Ownership Type: ☒ Corporation ☐ Partnership ☐ Individual
14. Corporate Name: Solar Nail LLC
 List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
<u>Vy A Nguyen</u>	<u>Owner</u>		<u>1012 Emerald Pl</u>	<u>100%</u>

15. What type of business will you operate in this location?
☐ Restaurant - Full ☐ Lounge ☐ Convenience Store
☐ Restaurant - Limited ☐ Package Store ☐ Hybrid
☒ Other: Incidental Wine

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer					
Consumption on Premises			<input checked="" type="checkbox"/>		
Wholesale					

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

16. Have you ever applied for an Alcohol Beverage License before: No
 If so, give year of application and its disposition: _____
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? ☐ Yes ☐ No If so, please initial VN



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (V) No
If yes, give full details: _____
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. () Yes (V) No
If yes, give reason charged or held, date and place where charged and its disposition. _____
21. List owner or owners of building and property.
CAROLINA REAL ESTATE MANGER LLC
22. List the name and other required information for each person, firm or corporation having any interest in the business. _____
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
A) Church _____ C) School _____
B) Library _____ D) Public Recreation _____
24. State of Georgia, Augusta-Richmond County, I, VY A NGUYEN
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.
25. I hereby certify that Vy A Nguyen is personally known to be, That he/she signed his/her name to the forgoing allocation stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.
This 17th day of August, in the year 2023

Applicant Signature

Notary Public

Expires 6-30-25

FOR OFFICE USE ONLY

Department	Approve	Deny	Comments
Recommendation			
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator

Date



Commission Meeting

October 3, 2023

Historic Preservation Committee Training

Department:	Planning & Development
Presenter:	Carla Delaney
Caption:	Motion to approve Historic Preservation Training September 13-15, 2023 for members of the Augusta Historic Preservation Committee
Background:	Augusta, Georgia is hosting the Georgia State Historic Preservation Conference
Analysis:	N/A
Financial Impact:	\$200.00pp (Up to 10 members eligible)
Alternatives:	N/A
Recommendation:	Motion to approve the Planning & Development Department to utilize existing funds in its training budget to cover the costs of current HPC members to attend the conference in Augusta, Georgia.
Funds are available in the following accounts:	220016309-5237110

GEORGIA STATEWIDE HISTORIC PRESERVATION CONFERENCE

Item 10.

Augusta
September 13-15, 2023

The Georgia Trust for Historic Preservation and the Georgia Department of Community Affairs' Historic Preservation Division (HPD) partner to present the Georgia Statewide Preservation Conference. This year's conference will be hosted in Augusta, GA, Wednesday, September 13 – Friday, September 15.

The statewide preservation conference brings together preservationists, non-profits, planners, architects, historians, architectural historians, archaeologists, city and county administrators, historic preservation commission members, students from across Georgia, and the general public.

2023 Statewide Conference

September 13-15

You are invited to the City of Augusta for the 2023 Statewide Historic Preservation Conference, sponsored by the Georgia Department of Community Affairs and the Georgia Trust for Historic Preservation.

This conference will bring together preservationists and professionals for three days of informative presentations, local tours and field sessions, and networking opportunities. Tours and field sessions will take place on Wednesday, September 13th. Speaker sessions will take place on Thursday and Friday, September 14th and 15th. A full schedule is included below.

Online registration is now closed. Walk-up registration will be available on-site during the event for \$200. See the schedule below for registration times and locations.

For those already registered, you can also sign up for tours below. Scroll down for more on our keynote speaker and hotel accommodations.

VIEW SCHEDULE

[Sign up for Tours](#)

Conference Questions

Questions can be directed to Rose Mayo, Outreach Coordinator with the Historic Preservation Division at Rose.Mayo@dca.ga.gov.



Commission Meeting

October 3, 2023

Item Name: Georgia Power Make Ready Program

Department:	Augusta Transit
Presenter:	Sharon Dottery
Caption:	A motion to consider approval of the Georgia Power Electric Transportation Make Ready Program Customer Proposal Acceptance Letter.
Background:	Augusta, Transit has applied for funding assistance for the charging system infrastructure through the Georgia Power Make Ready Program and Georgia Power has accepted the application (“Application”) for funding assistance through the Make Ready Program as approved by the Georgia Public Service 2022 Rate Case order in Docket #44280. Acceptance of your application is not a guarantee from Georgia Power that funds are available for your project – qualified projects are funded through the Make Ready Program on a first-come, first-serve basis and available funding is limited.
Analysis:	Subject to Make Ready Program funding availability, Georgia Power will invest \$229,224.00 in charging system infrastructure at the facility as defined in the application. Georgia Power will own and maintain the charging infrastructure to support the chargers you select. Augusta Georgia will then own, operate, and maintain the chargers to best suit the needs of the facility. Attached is a copy of the site plan design for the facility located at (the “Property”): 2844 Regency BLVD Augusta, GA 30904.
Financial Impact:	Georgia Power will invest \$229,224.00 in charging system infrastructure.
Alternatives:	Disapprove the proposed acceptance letter from Georgia Power.
Recommendation:	Approve the proposed acceptance letter from Georgia Power.

Funds are available in the following accounts:

REVIEWED AND APPROVED BY:

N/A

Apr-6 2023

Project Ref ID: GPETRE1549070323

Georgia Power Electric Transportation Make Ready Program Customer Proposal Acceptance Letter

Georgia Power has accepted your application ("Application") for funding assistance through the Make Ready Program as approved by the Georgia Public Service 2022 Rate Case order in Docket #44280. Acceptance of your application is not a guarantee from Georgia Power that funds are available for your project – qualified projects are funded through the Make Ready Program on a first-come, first-serve basis and available funding is limited.

Subject to Make Ready Program funding availability, Georgia Power will invest **229,224.00** in charging system infrastructure at your facility as defined in your Application. Georgia Power will own and maintain the charging infrastructure to support the chargers you select. You will then own, operate, and maintain the chargers to best suit the needs of your facility.

Attached is a copy of the site plan design for your facility located at (the "Property"):

2844 REGENCY BLVD
Augusta, GA 30904

An approved installer from Georgia Power's network will complete the installation of the Georgia Power owned infrastructure. You understand that the installation of the chargers is not a function of the Make Ready Program and will be done at your cost. Craft has been selected to perform the installation work.

By signing this letter agreement, you agree to the ET Make Ready Infrastructure Program Terms and Conditions ("Terms and Conditions") and acknowledge and agree that: funding is limited; the chargers will be public-facing (as such term is defined by the Georgia Public Service Commission) or used for the electrification of a public fleet; that the site plan is acceptable; that Georgia Power and its contractors have the right to access the Property to perform any activity related to the Make Ready Program, including, without limitation, periodic maintenance and repairs of Georgia Power's charging infrastructure; and you are ready to move forward with the installation of the charging infrastructure and will purchase the chargers upon confirmation that funding is available. If Georgia Power determines that a recorded easement is necessary or appropriate in connection with the installation and/or maintenance, you agree to work with Georgia Power in good faith to execute and deliver such easement for recording. Notwithstanding the foregoing, if an Order or other directive of the Georgia Public Service Commission, or other applicable law or regulation, changes the Make Ready Program in a manner that disqualifies your project, Georgia Power may withdraw its acceptance of your Application upon notice to you.

Once this signed letter agreement is received by Georgia Power, Georgia Power will confirm whether funding is available, and if so, Georgia Power will schedule an onsite preconstruction meeting with necessary parties to determine the project schedule and plan.

Authorized and Agreed:

Signature

Date

Garnett L. Johnson
Printed Name

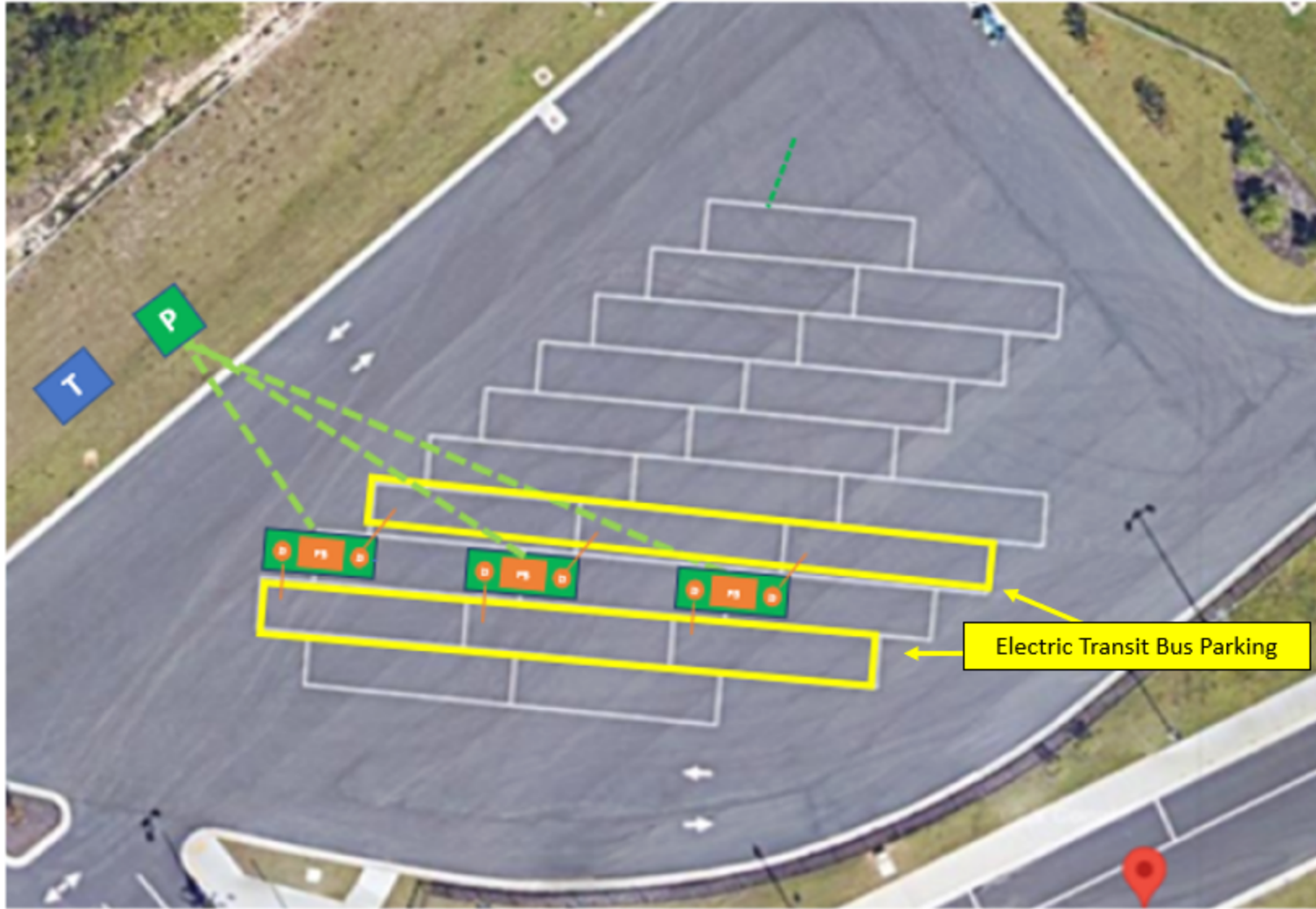
garnettjohnson@augustaga.gov
Email

Mayor
Title

706-821-1831
Phone

Item 11.

Proposed ET Make Ready Infrastructure



From New 277/480V 500KVA Transformer:

- Install pedestal & GPC meter
- Install 1200A heavy duty switch – fusible, 3-pole, 600VAC, NEMA 3R w/neutral & ground
- 4-sets of 3 ½" pvc w/4-500 KCMIL AL from transformer to new service disconnect
- Install 1200A MLO panelboard 65kAIC fully rated, 480Y/277V, 3PH 4W with shunt trip
- Padlockable hasp lockoff devices, 200kA spd device & panel nameplate
- 4-sets of 3 ½" pvc w/4-500 KCMIL AL and 1 – 3/0 CU ground from new service
- 3 transition board conduit to pvc and stub up in panelboard
- Ground fault & relt testing (per NEC)
- Delta ground system
- 3 – bore 4" conduit from distribution panel to express plus power block
- 3 transition board conduit to pvc and stub up at power block
- 3 – (3) 500KCMIL CU + #3 ground to each power block from distribution panel
- 3 concrete island (for charging equipment)
- SATEC Metering Equipment

Augusta Transit

2844 Regency Blvd., Augusta, GA 30904

- | | |
|-----------|---|
| T | Georgia Power Distribution Transformer |
| P | Georgia Power Dedicated Make Ready ET Panel |
| PB | Customer's Charger (200kW Power Block) |
| D | Customer's Charger Dispenser (Power Link) |



Commission Meeting

October 3, 2023

Item Name: FY2025 5311 Rural Grant Application Resolution

Department:	Augusta Transit		
Presenter:	Sharon Dottery		
Caption:	A motion to renew the Sec. 5311 Rural Transit grant application between the Georgia Department of Transportation (GDOT) and Augusta, Georgia for July 1, 2024, to June 30, 2025.		
Background:	The Augusta-Richmond County Commission annually approves Augusta Transit's Sec. 5311 Rural Transit grant application for providing rural transportation service to the citizens of Augusta-Richmond County.		
Analysis:	The renewal of this contract will allow Augusta Transit to continue providing Rural transportation service to the citizens of Rural Augusta-Richmond County.		
Financial Impact:	The project will be funded at 80% Federal, 10% State and 10% local for Capital and 50/50 Operational Cost.		
	Operations 50/50 Split Federal	\$141,975.00	State \$ 0.00 Local \$141,975.00
	Capital 80/10/10 Split Federal	\$ 56,000.00	State \$7,000.00 Local \$ 7,000.00
		\$197,975.00	\$7,000.00 \$148,975.00
	Grand Total \$353,950.00		
Alternatives:	Deny request.		
Recommendation:	Approve the submission of the grant application.		
Funds are available in the following accounts:	Rural Transit Budget for 07/1/24 and 06/30/25. In 2024 budget 54609-1120 and 54709-1120.		
<u>REVIEWED AND APPROVED BY:</u>	N/A		

Part C: Authorizing Resolution

The following two pages include an authorizing resolution that must be enacted by the governing body of the Applicant Organization and signed by the Chair of the County Commission, Mayor, or the head of the governing body as appropriate. Please complete the fillable fields on the resolution, then print and sign the designated fields. The authorizing resolution must be properly witnessed and notarized, including the date the notary's commission expires. The resolution should also be stamped with the notary seal as well as the seal of the county commission, city, or appropriate applicant jurisdiction. The certificate of the attesting officer must also be completed. A scanned copy of the completed, signed, and notarized Authorizing Resolution should be submitted as an attachment with the full application package.

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE DEPARTMENT OF TRANSPORTATION, UNITED STATES OF AMERICA, AND GEORGIA DEPARTMENT OF TRANSPORTATION, FOR A GRANT UNDER TITLE 49 U.S.C., SECTION 5311.

WHEREAS, the Federal Transit Administration and the Georgia Department of Transportation are authorized to make grants to non-urbanized (rural) areas for mass transportation projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon Applicant, including the provision of the local share of project costs; and

WHEREAS, it is required by the United States Department of Transportation and the Georgia Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Federal Transit Act, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the Applicant that Minority Business Enterprise (Disadvantaged Business Enterprise and Women's Business Enterprise) be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that minority business shall have the maximum feasible opportunity to compete for contracts and purchase orders when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

NOW THEREFORE, BE IT RESOLVED BY Augusta, GA dba Augusta-Richmond
County hereinafter referred to as the "Applicant",

1. That the Designated Official Garnett L. Johnson, Mayor, hereinafter referred to as the "Official", is authorized to execute and file an application on behalf of Augusta, GA dba Augusta-Richm with the Georgia Department of Transportation, to aid in the purchase of bus transit vehicles and/or the planning, development, and construction of bus transit-related facilities pursuant to Section 5307 of the Federal Transit Act.
2. That the Official is authorized to execute and file such application and assurances, or any other document required by the U.S. Department of Transportation and the Georgia Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.
3. That the Official is authorized to execute and file all other standard assurances, or any other document required by the Georgia Department of Transportation or the U.S. Department of Transportation in connection with the application for public transportation assistance.
4. That the Official is authorized to execute grant contract agreements on behalf of the Applicant with the Georgia Department of Transportation.
5. That the Official is authorized to set forth and execute Minority Business Enterprise, DBE (Disadvantaged Business Enterprise) and WBE (Women Business Enterprise) policies and procedures in connection with the project's procurement needs as applicable.

6. That the applicant while making application to or receiving grants from the Federal Transit Administration will comply with FTA Circular 9030.1E, FTA Certifications and Assurances for Federal Assistance 2023 as listed in this grant application and General Operating Guidelines as illustrated in the Georgia State Management Plan.
7. That the applicant has or will have available in the General Fund the required non-federal funds to meet local share requirements for this grant application.

APPROVED AND ADOPTED this _____ day of _____, 2023.

Signature of Authorized Official

Garnett L. Johnson, Mayor
Name and Title of Authorized Official

Signed, sealed, and delivered this _____ day of _____, 2023 in the presence of

Witness

Notary Public/Notary Seal

CERTIFICATE

The undersigned duly qualified and acting _____ of
Augusta, GA dba (Title of Certifying/Attesting Official) (Applicant's Legal Name) certifies that the foregoing
 is a true and correct copy of a resolution adopted at a legally convened meeting held on
 _____, 2023.

Name of Certifying/Attesting Officer

Title of Certifying/Attesting Officer

SECTION 5311 - RURAL TRANSIT BUDGET For Contract period: July 01, 2022 June 30, 2023

Item 12.

Subrecipient: Richmond County

District: 2

Date: 10/7/2021

State Budget Year: SFY 2023

Operating Period: 1-Jul-2022 To: 30-Jun-2023

Administrative Budget		Cost	Operating Budget		Cost	Capital Budget	Qty	Cost/Each	Cost
5011 A	Director Salary	\$13,428.00	5011 O	Driver Salary	\$92,030.00	Ford Transit 150 w/lift			\$0.00
5011 A	Supervisor Salary	\$13,743.00	5011 O	Dispatcher Salary	\$14,760.00	Shuttle Van			\$0.00
5011 A	Bookkeeper Salary	\$12,150.00	5011 O	Mechanic Salary	\$4,000.00	Shuttle Van / Lift	2	\$64,423.87	\$128,847.74
5011 A	Secretary Salary	\$11,520.00	5015 O	Fringe Benefits (Operating)	\$8,009.00	Shuttle Bus**			\$0.00
5015 A	Fringe Benefits (Administrative)	\$4,121.00	5015 O	Uniforms		Shuttle Bus / Lift**			\$0.00
5020 A	Marketing		5020 O	Maintenance and Repair	\$7,500.00	3"- 6" Lettering			\$0.00
5020 A	Drug & Alcohol Testing	\$720.00	5031 O	Fuel	\$57,071.00	Option 4 (2 color full logo)	2	\$1,574.00	\$3,148.00
5020 A	Audit	\$900.00	5032 O	Tires & Tubes	\$3,800.00	Mobile Radio			\$0.00
5020 A	Rental Expenses/Equipment Rental		5039 O	Auto Parts/Vehicle Supplies	\$4,400.00	Base Radio			\$0.00
5039 A	Office Supplies	\$360.00	5060 O	Taxes		Computer Hardware			\$0.00
5040 A	Utilities/Communications	\$473.00	5090 O	Misc.	\$4,320.00	Roof Hatch			\$0.00
5050 A	Vehicle Insurance	\$27,900.00	5101 O	Purchased Transportation		Bike Rack			\$0.00
5060 A	Vehicle Licensing	\$45.00				Surveillance Systems			\$0.00
5090 A	Travel/Dues					Tablets			\$0.00
5090 A	Indirect Expenses					Mobility Management			\$0.00
5090 A	Training	\$2,700.00				Other: Software Module	1	\$19,695.00	\$19,695.00
						Other: Add Description			\$0.00
						Other: Add Description			\$0.00
Administrative Total		\$88,060.00	Operating Total		\$195,890.00	Capital Total	5		\$151,690.74

Net Operating Summary

Administrative Total / Ratio	\$88,060.00	31.01%
Operating Total / Ratio	\$195,890.00	68.99%

Total Operating Budget \$283,950.00

4200.1 LESS: NON-Eligible Contract Revenue from other FTA Grants

****Note: Shuttle Buses Require CDL w/passenger endorsement****

6" Lettering is a "MANDATORY" cost per vehicle and must equal total number of vehicles if selected

List below vehicles requesting to be replaced:

Public Transportation Budget	\$283,950.00
------------------------------	--------------

Vehicle #	Mileage
3827	134,147
3968	125,454

Vehicle #	Mileage

Net Operating Total	\$283,950.00
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Budget Summary

Totals

Federal

State

Local

Operating Budget Total	\$283,950.00	\$141,975.00		\$141,975.00
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4130 Advertising Revenue

4300 ELIGIBLE LOCAL TAX AS LEVIED

4300 OTHER ELIGIBLE FEDERAL CASH GRANTS

4300 OTHER ELIGIBLE REVENUE

Capital Budget Total	\$151,690.74	\$121,352.59	\$15,169.07	\$15,169.07
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Budget Grand Total**\$435,640.74****\$263,327.59****\$15,169.07****\$157,144.07**

**NOTE: Enter number in box if use Purchase of Service funds as Local Share Participation (LSP). POS revenues used as match cannot contain any FTA funding, i.e. 5310, 5316, 5317, 5307

SECTION 5311 - RURAL TRANSIT BUDGET For Contract period: July 01, 2024 - June 30, 2025

Item 12.

Subrecipient: Richmond County

District: 2

Date: 8/7/2023

State Budget Year: SFY 2025

Operating Period: 1-Jul-2024 To: 30-Jun-2025

Administrative Budget		Cost	Operating Budget		Cost	Capital Budget	Qty	Cost/Each	Cost
5011 A	Director Salary	\$13,428.00	5011 O	Driver Salary	\$92,030.00	Ford Transit 150 w/lift			\$0.00
5011 A	Supervisor Salary	\$13,743.00	5011 O	Dispatcher Salary	\$14,760.00	Shuttle Van			\$0.00
5011 A	Bookkeeper Salary	\$12,150.00	5011 O	Mechanic Salary	\$4,000.00	Shuttle Van / Lift			\$0.00
5011 A	Secretary Salary	\$11,520.00	5015 O	Fringe Benefits (Operating)	\$8,009.00	Shuttle Bus**			\$0.00
5015 A	Fringe Benefits (Administrative)	\$4,121.00	5015 O	Uniforms		Shuttle Bus / Lift**			\$0.00
5020 A	Marketing		5020 O	Maintenance and Repair	\$7,500.00	3"- 6" Lettering			\$0.00
5020 A	Drug & Alcohol Testing	\$720.00	5031 O	Fuel	\$57,071.00	Option 4 (2 color full logo)			\$0.00
5020 A	Audit	\$900.00	5032 O	Tires & Tubes	\$3,800.00	Mobile Radio			\$0.00
5020 A	Rental Expenses/Equipment Rental		5039 O	Auto Parts/Vehicle Supplies	\$4,400.00	Base Radio			\$0.00
5039 A	Office Supplies	\$360.00	5060 O	Taxes		Computer Hardware			\$0.00
5040 A	Utilities/Communications	\$473.00	5090 O	Misc.	\$4,320.00	Roof Hatch			\$0.00
5050 A	Vehicle Insurance	\$27,900.00	5101 O	Purchased Transportation		Bike Rack			\$0.00
5060 A	Vehicle Licensing	\$45.00				Surveillance Systems	1		\$70,000.00
5090 A	Travel/Dues					Tablets			\$0.00
5090 A	Indirect Expenses					Mobility Management			\$0.00
5090 A	Training	\$2,700.00				Other: Software Module			\$0.00
						Other: Add Description			\$0.00
						Other: Add Description			\$0.00
Administrative Total		\$88,060.00	Operating Total		\$195,890.00	Capital Total	1		\$70,000.00

Net Operating Summary

Administrative Total / Ratio	\$88,060.00	31.01%
Operating Total / Ratio	\$195,890.00	68.99%

Total Operating Budget \$283,950.00

4200.1 LESS: NON-Eligible Contract Revenue from other FTA Grants

****Note: Shuttle Buses Require CDL w/passenger endorsement****

6" Lettering is a "MANDATORY" cost per vehicle and must equal total number of vehicles if selected

List below vehicles requesting to be replaced:

Public Transportation Budget \$283,950.00

Net Operating Total \$283,950.00

Vehicle #	Mileage	Vehicle #	Mileage

Budget Summary		Totals	Federal	State	Local
Operating Budget Total		\$283,950.00	\$141,975.00		\$141,975.00
4130	Advertising Revenue				
4300	ELIGIBLE LOCAL TAX AS LEVIED				
4300	OTHER ELIGIBLE FEDERAL CASH GRANTS				
4300	OTHER ELIGIBLE REVENUE				
Capital Budget Total		\$70,000.00	\$56,000.00	\$7,000.00	\$7,000.00
Budget Grand Total		\$353,950.00	\$197,975.00	\$7,000.00	\$148,975.00

**NOTE: Enter number in box if use Purchase of Service funds as Local Share Participation (LSP). POS revenues used as match cannot contain any FTA funding, i.e. 5310, 5316, 5317, 5307

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

PR000448 TRANSIT FY2025 5311 RURAL TRANSIT OPERATING/CAPITAL ASSISTANCE

Rural Transit 5311 rural Transit Rant application between the Georgia Department of Transportation (GDOT) and Augusta, Georgia.
Matching Funding required: Yes, 50% (or \$141,975) on Operating Expense and 10% (or \$7,000) on Capital Expense. Source of Match: GF Transit Budget 2024 / EEO Required (Y/N): No / EEO Dept. Notified: No

Start Date: 07/01/2024	End Date: 06/30/2025		
Submit Date: 08/28/2023	Department: 091	Transit	Cash Match? Y
Total Budgeted Amount: 353,950.00	Total Funding Agency:	204,975.00	Total Cash Match: 148,975.00

Sponsor: GM0006	GDOT	
Sponsor Type: PT	Pass thru Federal	
Purpose: 20	Public Transit	Flow Thru ID: GM0006 GDOT

Contacts			
Type	ID	Name	Phone
1	GMI015	Dottery, Sharon	(706)821-1818

Approvals

Type	By	Date
FA	S. DOTTERY	08/24/2023

Dept. Signature: Sharon Dottery

Grant Coordinator Signature: Waco 8/29/2023

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

Dennas Williams

Finance Director

8-29-2023

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

Sharon

Administrator

8/31/23

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.



Commission Meeting

October 3, 2023

Item Name: Georgia Power (Underground Easement)

Department:	Augusta Transit
Presenter:	Sharon Dottery
Caption:	Consider approving an Easement Deed, from Georgia Power Company, for a permanent access easement.
Background:	Augusta, Transit will be installing three charging stations for the charging of the new electric bus program. As part of this project, Georgia Power is requesting an easement to go in, upon, along, across, under and through the Property, which is defined as 2415 Jennings Road and 2844 Regency Blvd, Augusta, GA 30906.
Analysis:	The new access easement is needed, to allow the company to construct, operate, maintain, repair, renew and rebuild continuously upon and under the Easement Area its lines for transmitting electric current with wires, transformers, service pedestals, manholes, conduits, cables and other necessary apparatus, fixtures, and appliances.
Financial Impact:	None
Alternatives:	Disapprove the Easement Deed from Georgia Power Company for a permanent access easement.
Recommendation:	Approve the Easement Deed from Georgia Power Company for a permanent access easement.
Funds are available in the following accounts:	
<u>REVIEWED AND APPROVED BY:</u>	N/A

After recording, return to:
 Georgia Power Company
 Attn: Land Acquisition (Recording)
 241 Ralph McGill Blvd NE
 Bin 10151
 Atlanta, GA 30308-3374

 PROJECT 2023030337 LETTER FILE DEED FILE MAP FILE
 ACCOUNT NUMBER 10549137-GPC9596-VBS-GP300E04922
 NAME OF LINE/PROJECT: AUGUSTA TRANSIT, 2844 REGENCY BLVD. (RICHMOND COUNTY) MAKE READY
 PROGRAM
 PARCEL NUMBER 001

STATE OF GEORGIA
 RICHMOND COUNTY

U N D E R G R O U N D E A S E M E N T

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, AUGUSTA, GEORGIA (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is 535 Telfair St., Ste. 800, Augusta, GA 30901-2379, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to go in, upon, along, across, under and through the Property (as defined below) for the purposes described herein.

The "Property" is defined as that certain tract of land owned by the Undersigned at 2415 JENNINGS RD. & 2844 REGENCY BLVD., AUGUSTA, GA 30906 (Tax Parcel ID No. 0704096010, 0704096000) in the 89 GMD (Georgia Militia District) of Richmond County, Georgia.

The "Easement Area" is defined as any portion of the Property located (a) within ten (10) feet of the centerline of the underground distribution line(s) as installed in the approximate location(s) shown on "Exhibit A" attached hereto and made a part hereof, and (b) within ten (10) feet from each side of any related above-ground equipment and facilities, including without limitations cubicles, transformers and service pedestals, as installed in the approximate location(s) shown in "Exhibit A".

The rights granted herein include and embrace the right of the Company to construct, operate, maintain, repair, renew and rebuild continuously upon and under the Easement Area its lines for transmitting electric current with wires,

PARCEL 001	NAME OF	AUGUSTA TRANSIT, 2844 REGENCY BLVD. (RICHMOND
	LINE/PROJECT:	COUNTY) MAKE READY PROGRAM

transformers, service pedestals, manholes, conduits, cables and other necessary apparatus, fixtures and appliances; the right to stretch communication or other lines of any other company or person under the Easement Area; the right to assign this Underground Easement in whole or in part; the right at all times to enter upon the Easement Area for the purpose of inspecting said lines and/or making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; the right to cut, trim, remove, clear and keep clear of said underground lines, transformers, fixtures, and appliances all trees and other obstructions that may in the opinion of the Company now or hereafter in any way interfere or be likely to interfere with the proper maintenance and operation of said underground lines, transformers, fixtures, and appliances; the right of ingress and egress over the Property to and from the Easement Area; and the right to install and maintain electrical and communication lines and facilities to existing and future structure(s) within the Easement Area under the easement terms provided herein. Any timber cut on the Easement Area by or for the Company shall remain the property of the owner of said timber.

The Undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

The Company shall not be liable for or bound by any statement, agreement or understanding not herein expressed.

[Signature(s) on Following Page(s)]

PARCEL **001** NAME OF **AUGUSTA TRANSIT, 2844 REGENCY BLVD. (RICHMOND**
LINE/PROJECT: **COUNTY) MAKE READY PROGRAM**

IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their
hand(s) and seal(s), this _____ day of _____, _____.

Signed, sealed and delivered in the AUGUSTA, GEORGIA
presence of:

_____	By: _____ (SEAL)
Witness	Name: Garnett L. Johnson
	Title: Mayor
_____	Attest: _____ (SEAL)
Notary Public	Name: _____
	Title: _____

[CORPORATE SEAL]



Commission Meeting

October 3, 2023

Daniel Field Airport – Approve Supplemental Agreement for Tree Study

Department:	Daniel Field Airport
Presenter:	Becky Shealy, Airport Manager
Caption:	Motion to approve Supplemental Agreement for a Tree Study on existing FAA Grant.
Background:	<p>Based on current airport inspection findings and recent aeronautical survey LiDAR data, there are known vegetative obstructions (trees) within the approaches of Runways 05/23 and Runways 11/29 which must be mitigated.</p> <p>In reviewing the tree data contained in the LiDAR data set, it has become apparent that the number of trees is exaggerated due to interpretation of multiple penetration points from the same trees, thereby artificially increasing the effective number (counted) of tree obstructions being tracked by Daniel Field Airport.</p> <p>The intent of this Tree Obstruction Study will be to:</p> <ul style="list-style-type: none"> Establish a corrected/reduced population based on the filtering out of trees counted multiple times in the dataset. Development of a project report, detailing each tree in the obstruction population, and proposed/recommended actions as well as documentation of actions taken prior to project completion. Review all findings with GDOT for concurrence and establishing the bases for the Environmental Assessment task order going forward.
Analysis:	This supplemental agreement will allow the Daniel Field Airport to work with a legitimate, true number of obstructions on the ends of all runways to be mitigated by way of removal or trimming of the trees obstructing the airspace.
Financial Impact:	The Tentative grant allocation project was \$511K which was approved by the Commission on 8/03/2022. GDOT approved the \$229K funding contract for the project and started the project in 2022. The Augusta PO for existing FAA grant in Org key 552081208 for the Design of Electrical Replacement and Threshold Relocation is 22DFA099 for \$260,165.50. The Supplemental will increase the amount of the PO to \$312,659.42; a difference of \$52,493.92.

- Alternatives:** Deny the recommendation of the Daniel Field General Aviation Commission (DNL GAC) to approve the supplemental agreement for this tree study.
- Recommendation:** The Daniel Field General Aviation Commission (DNL GAC) recommends approving the supplemental agreement for this tree study.
- Funds are available in the following accounts:** The supplemental agreement total is \$52,493.92 budgeted in 552081208-5212115 and 5412110.
- \$18,921.33 – FAA funding
- \$24,653.86 – State funding/match
- \$ 8,918.73 – Local Match
- Note: Daniel Field Airport is an enterprise fund. The local match was budgeted in 552000000 / 3952110

REVIEWED AND
APPROVED BY:

SUPPLEMENTAL AGREEMENT #1

BETWEEN

GEORGIA DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

AND

AUGUSTA-RICHMOND COUNTY

Project Number: AP022-9046-66(245) RICHMOND
PID – T007521

This agreement is made and entered into _____, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter referred to as the "DEPARTMENT", and the AUGUSTA-RICHMOND COUNTY, hereinafter called the "SPONSOR".

WHEREAS, the DEPARTMENT and the SPONSOR heretofore on MAY 23, 2022 , entered into an Agreement, hereinafter called the "ORIGINAL CONTRACT", whereby the DEPARTMENT agreed to participate in the SPONSOR'S desire for the construction of certain work at the DANIEL FIELD AIRPORT for AUGUSTA-RICHMOND COUNTY; more specifically, Engineering Design Services for Runway 5/23 and 11/29 Airfield Electrical Replacement; Threshold Relocation and Remarketing at the Daniel Field Airport in Augusta, GA (the "Project"); and

WHEREAS, the DEPARTMENT has determined additional work scope and funds are needed to complete the work for this PROJECT. This supplemental agreement will provide the ability to carry out the full scope of work as identified in the ORIGINAL CONTRACT dated, MAY 23, 2022. This Supplemental Agreement will increase the budget; and

NOW THEREFORE, THE PARTIES HERETO mutually agree that for and in consideration of the mutual benefits to flow from each other to the other, the ORIGINAL CONTRACT dated, MAY 23, 2022, is hereby modified as follows:

- I. ARTICLE VIII – COMPENSATION shall be deleted in its entirety and replaced as stated below:

The DEPARTMENT and the SPONSOR agree that the total allowable cost of the PROJECT shall be as follows:

The Maximum amount that the DEPARTMENT shall be obligated to pay is \$272,602.77. The total estimated cost of the PROJECT is THREE HUNDRED TWELVE THOUSAND SIX HUNDRED FIFTY-NINE and 42/100 Dollars (\$312,659.42). The total estimated cost of the PROJECT as described therein is shown in Exhibit B, which is hereby made a part of this Contract as fully and to be the same effect as if the same had been set forth at length in the body of this Contract.

It is further agreed that if the sum total of the actual cost of the PROJECT is less than the amounts indicated in Exhibit B, the DEPARTMENT shall be obligated to pay its pro rate share of the actual PROJECT cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in Exhibit B, whichever is less.

In addition, the following paragraphs shall apply:

1. It is further agreed that the DEPARTMENT'S obligation will include state funds in the amount of ONE HUNDRED EIGHTEEN THOUSAND SIXTY-SEVEN and 69/100 Dollars (\$118,067.69) for the PROJECT as summarized in Exhibit B.
2. It is further agreed that the DEPARTMENT'S obligation will include federal funds in the amount of ONE HUNDRED FIFTY-FOUR THOUSAND FIVE HUNDRED THIRTY-FIVE and 08/100 Dollars (\$154,535.08) for the PROJECT as summarized in Exhibit B.
3. It is further understood the SPONSOR'S local share of the PROJECT is in the amount of FORTY THOUSAND FIFTY-SIX and 65/100 Dollars (\$40,056.65).

- II. EXHIBIT A – Add additional work scope, Exhibit A, Elements 25, and Element 26 as attached.

Except as modified, changed, or amended, all the terms and conditions of the Original contract dated, MAY 23, 2022, and as amended by the Supplemental Agreement shall remain in full force and effect. 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.

DRAFT

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

GEORGIA DEPARTMENT OF
TRANSPORTATION:

AUGUSTA-RICHMOND COUNTY:

DATE: _____

DATE: _____

Commissioner (SEAL)

MAYOR

PRINTED NAME

ATTEST: _____
Treasurer

Federal Employment Identification

Number: 07-3438418

**Daniel Field Airport (DNL)
Augusta, Georgia**

EXHIBIT A

SCOPE OF SERVICES

**ENGINEERING DESIGN SERVICES FOR
RUNWAY 05/23 THRESHOLD RELOCATION AND REMARKING (FEDERAL)
ADDITIONAL SCOPE – TREE OBSTRUCTION STUDY**

**GDOT Project Number AP022-9046-66 (245) Richmond
PID-T007521**

Augusta, Georgia will provide engineering design and planning services for the following construction project at the Daniel Field Airport:

1. **Runway 05/23 Threshold Existing Tree Obstruction Study as a Federally Eligible Airport Facility.** Based on current airport inspection findings and recent aeronautical survey LiDAR data, there are known vegetative obstructions (trees) within the approaches of Runway 05 and Runway 23. These obstructions that may/can be removed will require direct action on the part of the City of Augusta for trees in the public right-of-way, voluntary action on the part of private property owners, and/or acquisition of avigation easements after the completion of an Environmental Assessment (EA) for trees on private property that require further negotiation of easement acquisition. In reviewing the tree data contained in the LiDAR data set, it has become apparent that the number of trees is exaggerated due to interpretation of multiple penetration points from the same trees, thereby artificially increasing the effective number (counted) of tree obstructions being tracked by Daniel Field Airport. Additionally, it is noted that many trees within the obstruction population are well-aged, heritage type trees that may have reached their limit of growth and/or may be safely pruned/trimmed to mitigate for obstruction penetration without requiring more costly EA and Avigation Easement routes of action.
2. The intent of this Tree Obstruction Study will be to:
 - a. ground-truth all remaining trees in the obstruction population (estimated at 103 trees in the Runway 05 and Runway 23 approaches),
 - b. review LiDAR data in envelopes at edges of approach surfaces (see exhibit RW 23 APPROACH) which were not previously evaluated prior to shifting the approach surface inward with the elimination of the circling approach,
 - c. establish a corrected/reduced population based on filtering out trees counted multiple times in the dataset,
 - d. establish an evaluation envelope around each valid obstruction tree utilizing real-time/current field data along with LiDAR elevation data,
 - e. establish a health and actions evaluation along with recommendations for mitigation with a licensed arborist,
 - f. review recommendations with City of Augusta Public Works Arborist relative to the City's Tree Ordinance and document concurrence/support,

- g. development of a project report, detailing each tree in the obstruction population, and proposed/recommended actions as well as documentation of actions taken prior to project completion,
- h. review all findings with GDOT for concurrence and establishing the basis for the EA task order going forward,

The engineering design and planning services will consist of the preparation of field summary drawings and data tables, evaluation matrices, compiled into a detailed project report (Tree Inventory, Identification and Resolution). The report will also contain project documentation for public works coordination, and documentation of any/all public engagement coordination.

The design and planning services will include the following elements of work:

- **Element 25 – Tree Obstruction Study (FEDERAL)** will include the:
 - Preparation of work scope, fees, predesign/scoping meeting with GDOT, preliminary project evaluation, funding assistance, and development of approach exhibits per GDOT request defining approach type to be evaluated,
 - Task management, meetings, overall coordination,
 - LiDAR Point Cloud Review - Confirm presence of any tree obstructions not previously noted prior to elimination of circling approach RW 23, which broadened the footprint of the approach surface - See Runway 23 Approach Exhibit,
 - Tree field survey/verification including field review of 91 trees within the Runway 23 approach and 12 trees in the Runway 05 approach as indicated by the LiDAR data. This step includes field review of each obstruction based on GIS coordinates in the LiDAR data, field review/cross referencing to LiDAR and Obstruction data for all trees annotated within the immediate vicinity (documenting duplications due to LiDAR multi-counts), documentation of existing tree conditions (photographic/tabular) in a standardized reporting format,
 - Documentation/reporting of tree findings – including a tree data sheet, validating location/ownership of the tree (public or private), adding in elevation metrics from LiDAR data, a graphical representation of each tree relative to the approach envelope and obstruction penetration values (graphical view of the approach surface cutting through the tree), as well as any other pertinent field data,
 - Report from arborist review – including both photo review and field review, documenting findings and recommendations,
 - Tree management plan from Arborist for future management of trees that will remain after the study,
 - Report from City of Augusta Public Works Arborist including review, concurrence and/or alternative recommendations relating to the City's Tree Ordinance,
 - Developing project report including tree data sheet with all mentioned metrics for tree obstruction population, proposed/recommended/completed actions,
 - GDOT review and concurrence on project report/summary and recommended actions, including development of Scope of Work for remaining trees requiring an Environmental Assessment (EA),

The time of performance for the design work to be completed is estimated to be 90 days from the time of issuance of Notice to Proceed.

Deliverables will consist of one (1) electronic copy of the Draft Project Report for review and comment, and one (1) electronic copy of the Final Project Report to be provided to GDOT and Sponsor.

Bidding and permitting services, along with Construction Administration services are not part of this scope and will be developed under subsequent project development, after the completion of the EA.

This project will be developed in accordance with the provisions of the Federal Aviation Administration (FAA) Advisory Circular 150/5300-13B.

DRAFT

**Daniel Field Airport (DNL)
Augusta, Georgia**

EXHIBIT A

SCOPE OF SERVICES

**ENGINEERING DESIGN SERVICES FOR
RUNWAY 11/29 THRESHOLD RELOCATION AND REMARKING (NON-FEDERAL)
ADDITIONAL SCOPE – TREE OBSTRUCTION STUDY**

**GDOT Project Number AP022-9046-66 (245) Richmond
PID-T007521**

Augusta, Georgia will provide engineering design and planning services for the following construction project at the Daniel Field Airport:

1. **Runway 11/29 Threshold Existing Tree Obstruction Study as a Federally Ineligible Airport Facility.** Based on current airport inspection findings and recent aeronautical survey LiDAR data, there are known vegetative obstructions (trees) within the approaches of Runway 11 and Runway 29. These obstructions that may/can be removed will require direct action on the part of the City of Augusta for trees in the public right-of-way, voluntary action on the part of private property owners, and/or acquisition of avigation easements after the completion of an Environmental Assessment (EA) for trees on private property that require further negotiation of easement acquisition. In reviewing the tree data contained in the LiDAR data set, it has become apparent that the number of trees is exaggerated due to interpretation of multiple penetration points from the same trees, thereby artificially increasing the effective number (counted) of tree obstructions being tracked by Daniel Field Airport. Additionally, it is noted that many trees within the obstruction population are well-aged, heritage type trees that may have reached their limit of growth and/or may be safely pruned/trimmed to mitigate for obstruction penetration without requiring more costly EA and Avigation Easement routes of action.
2. The intent of this Tree Obstruction Study will be to:
 - a. ground-truth all remaining trees in the obstruction population (estimated at 306 trees in the Runway 11 and Runway 29 approaches),
 - b. review LiDAR data in envelopes at edges of approach surfaces (see exhibit RW 11 APPROACH) which were not previously evaluated prior to shifting the approach surface inward with the elimination of the circling approach,
 - c. establish a corrected/reduced population based on filtering out trees counted multiple times in the dataset,
 - d. establish an evaluation envelope around each valid obstruction tree utilizing real-time/current field data along with LiDAR elevation data,
 - e. establish a health and actions evaluation along with recommendations for mitigation with a licensed arborist,
 - f. review recommendations with City of Augusta Public Works Arborist relative to the City's Tree Ordinance and document concurrence/support,

- g. development of a project report, detailing each tree in the obstruction population, and proposed/recommended actions as well as documentation of actions taken prior to project completion,
- h. review all findings with GDOT for concurrence and establishing the basis for the EA task order going forward,

The engineering design and planning services will consist of the preparation of field summary drawings and data tables, evaluation matrices, compiled into a detailed project report (Tree Inventory, Identification and Resolution). The report will also contain project documentation for public works coordination, and documentation of any/all public engagement coordination.

The design and planning services will include the following elements of work:

- **Element 26 – Tree Obstruction Study (NON-FEDERAL)** will include the:
 - Preparation of work scope, fees, predesign/scoping meeting with GDOT, preliminary project evaluation, funding assistance, and development of approach exhibits per GDOT request defining approach type to be evaluated,
 - Task management, meetings, overall coordination,
 - FAA Coordination and Review (RW 11),
 - LiDAR Point Cloud Review - Confirm presence of any tree obstructions not previously noted prior to elimination of circling approach RW 29, which broadened the footprint of the approach surface - See Runway 29 Approach Exhibit,
 - Tree field survey/verification including field review of 159 trees within the Runway 11 approach and 147 trees in the Runway 29 approach as indicated by the LiDAR data. This step includes field review of each obstruction based on GIS coordinates in the LiDAR data, field review/cross referencing to LiDAR and Obstruction data for all trees annotated within the immediate vicinity (documenting duplications due to LiDAR multi-counts), documentation of existing tree conditions (photographic/tabular) in a standardized reporting format,
 - Documentation/reporting of tree findings – including a tree data sheet, validating location/ownership of the tree (public or private), adding in elevation metrics from LiDAR data, a graphical representation of each tree relative to the approach envelope and obstruction penetration values (graphical view of the approach surface cutting through the tree), as well as any other pertinent field data,
 - Report from arborist review – including both photo review and field review, documenting findings and recommendations,
 - Tree management plan from Arborist for future management of trees that will remain after the study,
 - Report from City of Augusta Public Works Arborist including review, concurrence and/or alternative recommendations relating to the City's Tree Ordinance,
 - Developing project report including tree data sheet with all mentioned metrics for tree obstruction population, proposed/recommended/completed actions,
 - GDOT review and concurrence on project report/summary and recommended actions, including development of Scope of Work for remaining trees requiring an Environmental Assessment (EA),

The time of performance for the design work to be completed is estimated to be 90 days from the time of issuance of Notice to Proceed.

Deliverables will consist of one (1) electronic copy of the Draft Project Report for review and comment, and one (1) electronic copy of the Final Project Report to be provided to GDOT and Sponsor.

Bidding and permitting services, along with Construction Administration services are not part of this scope and will be developed under subsequent project development, after the completion of the EA. This project will be developed in accordance with the provisions of the Federal Aviation Administration (FAA) Advisory Circular 150/5300-13B.

DRAFT

DANIEL FIELD AIRPORT
AUGUSTA, GEORGIA

Item 14.

EXHIBIT B

DRAFT

SUMMARY OF CONSTRUCTION ITEMS

GDOT PROJECT NUMBER: AP022-9046-66(245) RICHMOND
PID-T007521

Engineering Design Services for Runway 5/23 and 11/29 Airfield Electrical Replacement, Threshold Relocation and Remarkings; Environmental Planning

Element	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	FEDERAL FUNDS	%	FEDERAL FUNDS	%	STATE FUNDS
Part I Federal Funds FY20A - SBGP-030-2020							22153		22153		01217
Design Services RWY 5/23 Airfield Electrical System Replacement											
1	Project Formulation	EA	8238.98	\$1.00	\$8,238.98	90%	\$7,415.08	10%	\$823.90	0%	\$0.00
2	Survey Work	EA	8933.98	\$1.00	\$8,933.98	90%	\$8,040.58	10%	\$893.40	0%	\$0.00
3	Construction Plans	EA	26915.98	\$1.00	\$26,915.98	90%	\$24,224.38	10%	\$2,691.60	0%	\$0.00
4	Contract Documents	EA	9450	\$1.00	\$9,450.00	90%	\$8,505.00	10%	\$945.00	0%	\$0.00
5	Engineer's/Design Report	EA	4440	\$1.00	\$4,440.00	90%	\$3,996.00	10%	\$444.00	0%	\$0.00
6	Coordination, Review, and Comments	EA	7269.95	\$1.00	\$7,269.95	90%	\$6,542.95	10%	\$727.00	0%	\$0.00
Design Services RWY 5/23 Threshold Relocation and Remarkings											
7	Project Formulation	EA	19255.95	\$1.00	\$19,255.95	90%	\$17,330.35	10%	\$1,925.60	0%	\$0.00
8	Survey Work	EA	8259.98	\$1.00	\$8,259.98	90%	\$7,433.98	10%	\$826.00	0%	\$0.00
9	Construction Plans	EA	9750.99	\$1.00	\$9,750.99	90%	\$8,775.89	10%	\$975.10	0%	\$0.00
10	Contract Documents	EA	6219	\$1.00	\$6,218.50	90%	\$5,596.65	10%	\$621.85	0%	\$0.00
11	Engineer's/Design Report	EA	2511	\$1.00	\$2,511.00	90%	\$2,259.90	10%	\$251.10	0%	\$0.00
12	Coordination, Review, and Comments	EA	5887.95	\$1.00	\$5,887.95	90%	\$5,299.15	10%	\$588.80	0%	\$0.00
13a	Environmental Planning	EA	18480.49	\$1.00	\$18,480.49	90%	\$16,632.44	10%	\$1,848.05	0%	\$0.00
Total Part I Federal Funds FY20A					\$135,613.75		\$122,052.35		\$13,561.40		\$0.00
Part II State Funds FY22											
14	LIMITED PARTICIPATION PROJECT. THE AMOUNT SHALL NOT EXCEED \$93,413.83 OR 75%, WHICHEVER IS LESS OF THE ACTUAL CONSTRUCTION COST OF \$124,551.75 AIRPORT CONSTRUCTION - LIMITED PARTICIPATION	EA	\$124,551.75	\$1.00	\$124,551.75	0%	\$0.00	0%	\$0.00	75%	\$93,413.83
Total Part II State Funds FY22					\$124,551.75		\$0.00		\$0.00		\$93,413.83
Part III Federal Funds FY23 - SBGP-059-2023							22184				01235
13b	Environmental Planning	EA	21,023.70	\$1.00	\$21,023.70	90%	\$18,921.33	0%	\$0.00	5%	\$1,051.19
Total Part III Federal Funds FY23					\$21,023.70		\$18,921.33		\$0.00		\$1,051.19
Part IV State Funds - FY24											
13c	Environmental Planning	EA	31,470.22	\$1.00	\$31,470.22	0%	\$0.00	0%	\$0.00	75%	\$23,602.67
Total Part 4 State Funds					\$31,470.22		\$0.00		\$0.00		\$23,602.67
Total Project Cost					\$312,659.42		\$140,973.68		\$13,561.40		\$118,067.69

FAA Federal Grant and FAIN #	Award Date	Original Contract	SA #1	New Contract		Activity Code
				Amount	Fund Source	
3-13-SBGP-030-2020	7/27/2020	\$122,052.35	\$0.00	\$122,052.35	22153	AVIA
3-13-SBGP-030-2020	7/27/2020	\$13,561.40	\$0.00	\$13,561.40	22153	AVCA
FY22 State	N/A	\$93,413.83	\$0.00	\$93,413.83	01217	AVIA
3-13-SBGP-059-2023	8/4/2023	\$0.00	\$18,921.33	\$18,921.33	22184	AVNP
FY24 State	N/A	<u>\$0.00</u>	<u>\$24,653.86</u>	<u>\$24,653.86</u>	01235	AVIA
Total Maximum Obligation of Federal and State Funds This Contract:		\$229,027.58	\$43,575.19	\$272,602.77		



Commission Meeting

October 3, 2023

Augusta Regional Airport

Department:	Augusta Regional Airport (AGS) – Fuel Farm Improvements, Change Order No. 1 – 23BFA132
Presenter:	Herbert Judon
Caption:	Motion to Approve Change Order #1 to contract with RW Allen Construction for Fuel Farm Improvements for a total increase of \$34,215.96. Approved by the Augusta Aviation Commission on August 24, 2023. 23BFA132
Background:	<p>RW Allen Construction, LLC is currently contracted to construct the Fuel Farm Improvement project. This requested Change Order No. 1 includes costs associated with additional electrical service requested by Georgia Power to provide underground power associated with the new Fuel Farm and related improvements.</p> <p>In coordination with Georgia Power, it was determined that to adequately provide electrical service to the new Fuel Farm, additional underground electrical service conduit was required. As this work was outside the scope of the originally contracted project, RW Allen has requested additional mobilization to account for supervisor time and expense. The work is proposed to begin prior to the overall Fuel Farm improvements.</p>
Analysis:	Staff has evaluated the change order request provided by RW Allen and finds that the costs associated with the new line item(s) are acceptable and are within the unit prices provided as part of the original contract.
Financial Impact:	This is the first Change Order for this project and increases the contract to \$2,694,640.87.
Alternatives:	To deny.
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on August 24, 2023.
Funds are available in the following accounts:	551081306-5414910
<u>REVIEWED AND APPROVED BY:</u>	N/A



CHANGE ORDER

OWNER - Augusta Aviation Commission
Augusta Regional Airport
1501 Aviation Way
Augusta, GA 30906
Ph: 706-796-4010

ARCHITECT / ENGINEER – Mead & Hunt, Inc.
5955 Core Road, Suite 515
North Charleston, SC 29406
Ph. (843) 486-8330

PROJECT: AGS Fuel Farm Improvements
Project No.: 0119700-210446.02

CHANGE ORDER NO.: 01
Date: 08/24/2023
Cc:

CONTRACTOR: RW Allen Construction, LLC
1015 Broad St, Augusta, GA 30901

DESCRIPTION of CHANGE:

CP No.	Description	Amount
COP-1	Additional Mobilization (Project Superintendent, Truck, etc.)	\$2,401.96
COP-1	Increase electrical service conduit necessary to provide power to the New Fuel Farm Facility as requested by Georgia Power	\$31,814.00
TOTAL		\$34,215.96

PROVIDED JUSTIFICATION:

- Costs associated with the additional work are required to be identified within the contractor's budget. Because there are set line items that the contractor can choose from, Mobilization was chosen as the sole item to capture the associated costs. The contractor is not claiming additional Mobilization, it is only representative of the additional costs (insurance, overhead/profit, labor).
- Markup is included within the Mobilization line item. This cost is typically 7.5% of the overall costs and includes insurance, processing fees associated with the subcontractor, fee, and costs associated with risk management.
- The contractor believes that figures in the CO to be reasonable and therefore final.
- RW Allen has executed a change order with the subcontractor in order to move forward as a good faith effort.

ADJUSTMENT of CONTRACT SUM

Original Contract Sum: \$ 2,660,424.91
Prior Adjustments: \$ 0.00
Contract Sum Prior to this Change: \$ 2,660,424.91
Adjustment for this Change: \$ 34,215.96
Revised Contract Sum: \$ 2,694,640.87

ADJUSTMENT of CONTRACT TIME

Original Contract Time: 180 (days)
Prior Adjustments: 0 (days)
Contract Time Prior to this Change: 180 (days)
Adjustment for this Change: 0 (days)
Revised Contract Time: 180 (days)

Contractor waives any claim for further adjustments of the Contract Sum and Contract Time related to the above described change in the work.

ENGINEER

Recommended by: Mead & Hunt

Engineer Date

OWNER'S REPRESENTATIVE

Recommended by:

Representative Date

CONTRACTOR

Accepted by:

Date

OWNER

Approved by:

Date



Commission Meeting

October 3, 2023

Accessory Dwelling Units

Department:	N/A
Presenter:	N/A
Caption:	Request for Augusta Planning and Development Department to provide a status update on amending the current ordinance to allow Accessory Dwelling Units (ADUs). (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

Lena Bonner

From: Commissioner Stacy Pulliam
Sent: Thursday, September 21, 2023 7:00 AM
To: Lena Bonner
Cc: Natasha L. McFarley
Subject: ADU Agenda Item

Great Morning,

Mrs. Bonner will you please add the following agenda item:

Request for planning and development to provide a status update on amending the current ordinance to allow ADUs.

Best Regards,

Stacy A. Pulliam

Augusta Commission, District 2

(762)328-8256 Mobile



STACY PULLIAM

*Augusta Richmond County
Commissioner District 2*

📞 762-328-8256
 ✉️ spulliam@augustaga.gov
 📍 Augusta GA, Richmond County
 🌐 stacypulliamforaugusta.com

Together we can make a difference!

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 AED:104.1



Office of the Administrator

Odie Donald, II
Administrator

May 18, 2021

MEMO TO FILE

At the regular meeting held Tuesday, May 18, 2021, The Augusta, Georgia Commission took action on the following items:

7. * Approved a motion directing planning and development, and the law department to draft language, within 90 days, amending current zoning to allow ADUs/tiny homes, and allow planning and development to begin determining a permit process for this type of affordable housing unit. (Approved by the Public Services Committee May 11, 2021)
10. Approved the following nominations to serve as the Augusta Commission's representatives on the local redistricting committee for the 2020 Census Count Commissioners Ben Hasan, Sean Frantom, Sammie Sias and Jordan Johnson. (Approved by the Public Services Committee May 11, 2021)
16. Approved the appointment of Messrs. Ken Johnson to the Augusta Library Board of Trustees; Michael Meyers to the Housing & Community Development Citizens Advisory Board and Sean Mooney to the Board of Zoning Appeals reprinting District 10.
18. Approved the consideration for the election of Georgia Municipal Association's District 7 Officers for the 2021-2022 year.
19. Approved the recommendation from the Stoney Medical, Dental & Pharmaceutical the reappointment of Merian Robinson and Georgia Nurses Association's reappointment of Pat Hayes.

Addendum Agenda item #2.

Approved a motion to authorize Mayor Hardie Davis, Jr. to execute a letter of support for potential federal projects.

In Service,



Odie Donald, II
City Administrator



Commission Meeting

Meeting Date: October 3, 2023

AO RecParks Reynolds Sculpture

Department:	Greater Augusta Arts Council
Presenter:	Pax Bobrow, Project Manager
Caption:	Approve the placement of a public art sculpture within the 511 Reynolds Street Pocket Park.
Background:	The Iris Garden Club is celebrating its 75th anniversary and the proposed iris sculpture is a tribute to their work and investment. The pocket park located at the southeast corner of 511 Reynold Street, acts as a gateway to the newly renovated 5th Street Pedestrian Bridge. The Iris Garden Club has been influential in multiple improvements to the park, which include the Art the Box mural, the installation of a bench, seasonal plantings, and getting a Gold Star Memorial Marker at the site.
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

Kathy Clark is the current president of the Iris Garden Club.

The Club is celebrating its 75th year with a ceremony on Sunday, October 8 at 3:00 pm at the Iris Garden Club Pocket Park. The park and Blue Star Memorial Marker together were the 1st project done by the Iris Garden Club in 1948.



The Iris Garden Club has since improved the site further, bringing Art the Box murals to that corner, installing a bench, maintaining the plants, and also succeeding in getting a Gold Star Memorial Marker at the site.



The Iris Sculpture is a tribute to the 75 years of work that the Iris Garden Club has invested in this little corner of Augusta, and is funded through a grant from the Georgia Rehabilitation Institute.

Iris Club Pocket Park

Blue & Gold Star Memorials

Art the Box

Iris Sculpture

Overhead view of park

5th St

This pocket park has been
cared for by the Iris Club of
Augusta since 1948



Iris Sculpture
location



Installation of bench and
repointing of brick borders
by City
in March 2023



Iris Sculpture
location





Iris Sculpture in
studio and
mock up on site

Item 17.



151

Iris Garden Club Pocket Park Sculpture mock-up

(based on in process photo
still unfinished and unpainted)





Commission Meeting

October 3, 2023

New policy for employees physically clocking in

Department:	N/A
Presenter:	N/A
Caption:	Discuss and implement new policy for employees physically clocking in including SES employees. (Requested by Mayor Pro Tem Brandon Garrett)
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

October 3, 2023

AO Cheek Renaming

Department:	Administrator's Office
Presenter:	Takiyah A. Douse, Interim Administrator
Caption:	Motion to approve renaming one of the Augusta Recreation athletic ball fields, at the Diamond Lakes Regional Park located at 4335 Windsor Spring Rd, Hephzibah, GA, in honor of Fred Ancil "Andy" Cheek, III. (Approved by Administrative Services Committee September 12, 2023) (Deferred from the Commission September 19, 2023 meeting)
Background:	Marion Williams submitted an application to rename a ballfield at the Diamond Lakes Regional Park in honor of Fred Ancil "Andy" Cheek, III. Mr. Cheek, a former Commissioner and dedicated public servant, had the people of Augusta at his heart at all times. He was a youth athletic coach for the Richmond County Parks and Recreation Department.
Analysis:	A public hearing was held on September 6, 2023, as part of the Augusta Planning Commission Meeting. Public comments opposed and favored the request.
Financial Impact:	To be determined.
Alternatives:	Do not approve
Recommendation:	Approve renaming one of the Augusta Recreation athletic ball fields, at the Diamond Lakes Regional Park located at 4335 Windsor Spring Rd, Hephzibah, GA, in honor of Fred Ancil "Andy" Cheek, III.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

October 3, 2023

AO McIntyre Renaming

Department:	Administrator's Office
Presenter:	Takiyah A. Douse, Interim Administrator
Caption:	Motion to approve the renaming the Augusta Riverwalk Park to the name of Edward M. McIntyre, Sr. Riverwalk Park, and the Augusta 8th Street Plaza to the Edward M. McIntyre, Sr. Square at 8th Street, and placing his name on the entrance of the 8th Street bulkhead archway. (Approved by Administrative Services Committee September 12, 2023) (Deferred from the Commission September 19, 2023 meeting)
Background:	Marlow McIntyre, Jr. submitted an application to rename the 8th Street Plaza and the Augusta Riverwalk Park after former Mayor Edward M. McIntyre, Sr., in recognition of his contributions to Augusta. During his term as Mayor, he was instrumental in developing the Augusta Riverwalk and building the city's first civic center.
Analysis:	A public hearing was held on September 6, 2023 as part of the Augusta Planning Commission Meeting. Public comments opposed and favored the request.
Financial Impact:	To be determined.
Alternatives:	Do not approve
Recommendation:	Approve the renaming the Augusta Riverwalk Park to the name of Edward M. McIntyre, Sr. Riverwalk Park, and the Augusta 8th Street Plaza to the Edward M. McIntyre, Sr. Square at 8th Street, and placing his name on the entrance of the 8th Street bulkhead archway.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

October 3, 2023

AO Wiedmeier Renaming

Department:	Administrator's Office
Presenter:	Takiyah A. Douse, Interim Administrator
Caption:	Motion to approve the renaming of the Augusta Utilities/Engineering Building, located at 425 Walker Street, Augusta, GA, in honor of former Utilities Director Thomas D. Wiedmeier P.E. (Approved by Administrative Services Committee September 12, 2023) (Deferred from the Commission September 19, 2023 meeting)
Background:	William Fennoy submitted an application to rename the Augusta Utilities Building at 452 Walker Street in honor of former Utilities Director Thomas D. Wiedmeier P.E. in recognition of his faithful service to Augusta and his compassionate commitment to providing and maintain quality water and wastewater services to the community.
Analysis:	A public hearing was held on September 6, 2023, as part of the Augusta Planning Commission Meeting. Public comments opposed and favored the request.
Financial Impact:	To be determined.
Alternatives:	Do not approve
Recommendation:	Approve the renaming of the Augusta Utilities/Engineering Building, located at 425 Walker Street, Augusta, GA, in honor of former Utilities Director Thomas D. Wiedmeier P.E.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

October 3, 2023

AO Give Change That Counts

Department:	Administrator's Office
Presenter:	Danielle Hayes, Public Information Manager
Caption:	Motion to approve a collaboration between Augusta, Georgia, and the City of Savannah and the Chatham-Savannah Authority for the Homeless, to launch a public awareness campaign 'Give Change That Counts', and to authorize the mayor to execute all appropriate documents. (No recommendation from Administrative Services Committee September 26, 2023)
Background:	To help amplify the efforts of the Augusta Commission to reduce the occurrences of panhandling in Richmond County, the Give Change That Counts public awareness campaign aims to increase public education on panhandling and the local agencies that provide meaningful support to people in need. As a result, residents would redirect their financial support to support these local nonprofits instead of directly giving money to panhandlers. In addition to working with the City of Savannah and the Chatham-Savannah Authority for the Homeless, the Office of the Administrator's local partners include Augusta Metro Chamber of Commerce, Augusta Rescue Mission, Destination Augusta, Downtown Development Authority, Greater Augusta Black Chamber of Commerce, Richmond County Marshal's Office, Richmond County Sheriff's Office, Salvation Army Center of Hope, and the United Way of the CSRA.
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Approve a collaboration between Augusta, Georgia, and the City of Savannah and the Chatham-Savannah Authority for the Homeless, to launch a public awareness campaign 'Give Change That Counts', and to authorize the mayor to execute all appropriate documents.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

October 3, 2023

Ming F. Lin

Department:	N/A
Presenter:	N/A
Caption:	Presentation by Mr. Ming F. Lin regarding the demolition of his driveway located at 3653 Wrightsboro Road.
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 checked="" type="checkbox"/>	Engineering Services Committee	Date of Meeting	9-26-23 1PM
<input type="checkbox"/>	Finance Committee	Date of Meeting	_____

Contact Information for Individual/Presenter Making the Request:

Name: MING F. LIN
 Address: 3519 TURNBERRY LANE, MARTINEZ GA, 30907
 Telephone Number: 706-799-2362
 Fax Number: _____
 E-Mail Address: mflin77@gmail.com

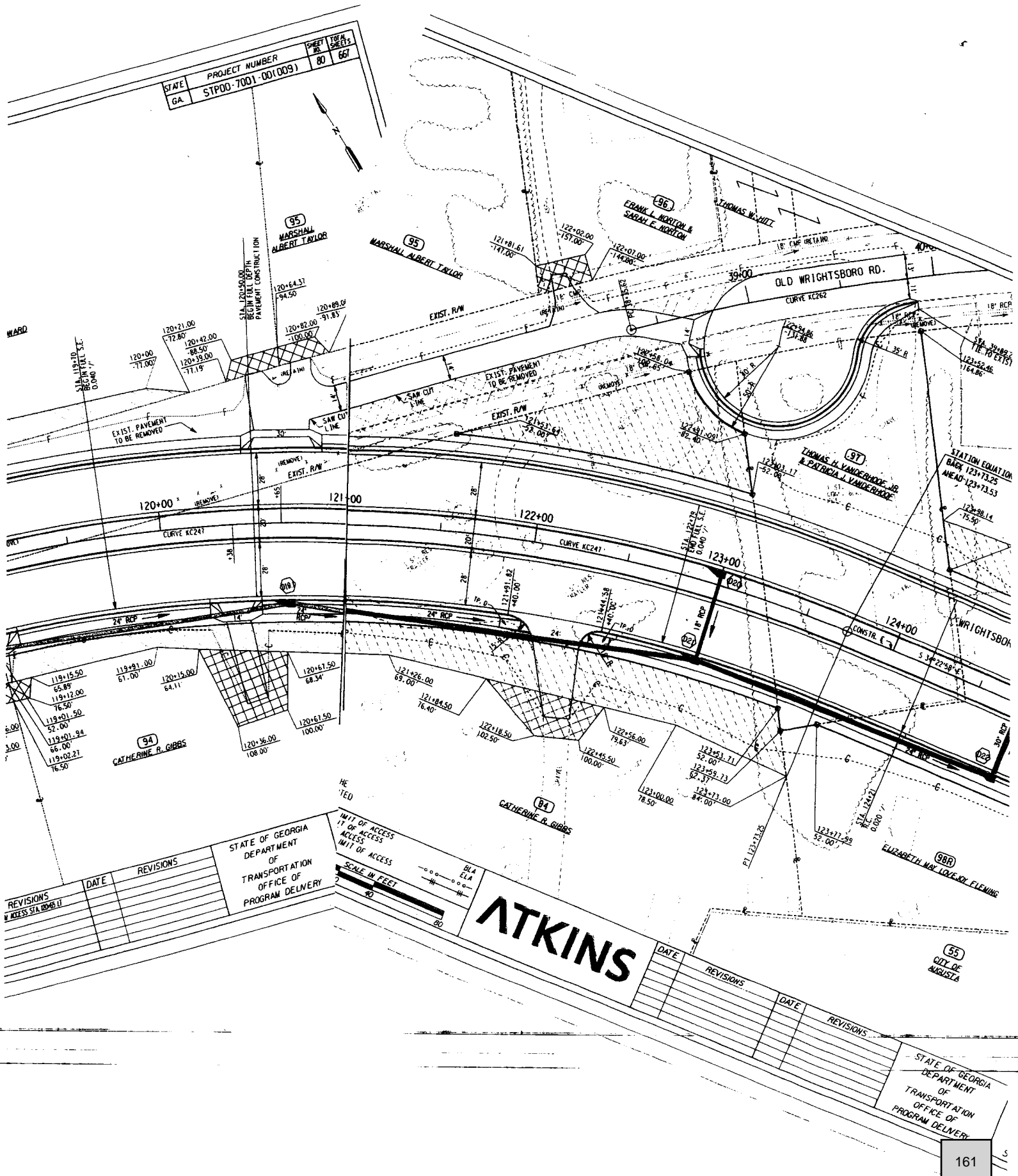
Caption/Topic of Discussion to be placed on the Agenda:

Driveway built by DOT & CITY OF Augusta for my property
at 3653 Wrightsboro to access to old Wrightsboro Rd
was illegally demolished by Engineering Dept. of Augusta
But 3 1/2 years later still did not restore after
promised to restored!

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

October 3, 2023

Landfill Gas Plant Operation & Maintenance

Compressor Replacement


File Reference: 23-014(L)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik
Caption:	Receive as information Purchase of Quincy Compressor & Accessories in amount of \$89,665.91 from Quincy Company for Landfill Gas Plant. Requested by Engineering. Bid 22-057
Background:	Landfill Gas Plant operation is a critical element of the Augusta Deans Bridge Road Solid Waste Facility air permit compliance. The air compressor is a key machinery for production of landfill gas (LFG) as a good quality product for sale to the nearby Kaolin mine. It is also important for landfill air permit compliance. The current compressor was installed in 2010 and needing frequent repairs. However, it is hard to find parts for the compressor and it is not adequate for management of landfill gas as more airfields are added.
Analysis:	Quincy Compressor (Quincy) was the only source that responded to the bid 22-057 for landfill compressor maintenance. The Quincy is under contract for maintenance of the landfill Gas Plant and air compressor and the submitted cost proposal for replacing the 2010 compressor.
Financial Impact:	Funds in amount of \$89,665.91 are available in Environmental Services Operation FY2023 budget (541044210/5421110).
Alternatives:	Not recommended.
Recommendation:	Receive as information Purchase of Quincy Compressor & Accessories in amount of \$89,665.91 from Quincy Company for Landfill Gas Plant. Requested by Engineering. Bid 22-057
Funds are available in the following accounts:	(\$89,665.91) 541044210 – 5421110 Solid Waste Funds
<u>REVIEWED AND APPROVED BY:</u>	HM/SR



ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT
Hameed Malik, Ph.D., P.E., Director

MEMORANDUM

TO: Ms. Geri Sams, Director - Procurement
FROM:  Hameed Malik, Ph.D., PE, Director – Engineering & Environmental Services
DATE: August 28, 2023
SUBJECT: Landfill Gas Plant Operation & Maintenance
Air Compressor Maintenance Repairs
Annual Bid: 22-057

Landfill Gas Plant operation is a critical element of Augusta Deans Bridge Road Solid Waste Facility air permit compliance. Air compressor is key machinery for production of landfill gas (LFG) to good quality product for sale to nearby Kaolin mine. It is also importance for landfill air permit compliance. The current compressor was installed in 2010 and needing frequent repairs. However it is hard to find parts for, and is not adequate for management of landfill gas as more airfields adding.

Quincy Compressor (Quincy) was the only source that responded to the annual bid for landfill compressor maintenance. The Quincy is under contact for maintenance of landfill Gas Plant and air compressor and submitted attached cost proposal for replacing 2010 compressor. Total cost is \$89,665.91. Funds are available in Landfill Operational Budget 541-04-4210/5211120.

Please contact me if you have any questions.

Thank you,

Hameed Malik, Ph.D., PE

/hm

cc: Darrell White & Nancy Williams, Procurement Department
Walt Corbin, Oscar Flite, AE&ESD
File

Engineering & Environmental Services Department
Solid Waste & Recycling Facility
4330 Deans Bridge Road, Blythe, GA 30805
(706) 592-3200 – Fax (706) 592-3255
WWW.AUGUSTAGA.GOV

**PROPOSAL FOR**

Augusta Solid Waste

ATTN:

4330 Deans Bridge Road

Blythe, Georgia 30805

PROPOSAL PROVIDED BY

PROPOSAL PREPARED BY

Cody Scee

Cell: Office:

cody.scee@quincycompressor.com

PROPOSAL NUMBER

BMA-848964

DATE

August 18, 2022



QGD-50 ' Rotary Air Compressor



Image for reference only

Technical Information:

Available Flow (Capacity):

50 HP - 247.1 ACFM @ 100 PSIG

50 HP - 229.7 ACFM @ 125 PSIG

50 HP - 214.4 ACFM @ 150 PSIG

Data for reference only

Compressed Air Outlet Size:

1 1/2 inch MNPT

Condensate Drain Outlet Size:

5/16 Push-in (x2)

Sound Level:

67 dB(A)

Weight:

1536 lbs

Dimensions:

51.2 x 35.0 x 70.5 inches

Product Description:

The QGD Series represents the ongoing evolution of proven air compression technology. Packed with the latest innovations, premium features and almost a century of compressed air experience, these models offer new features and benefits. These units are even more quiet, durable and efficient in a way that lowers your cost of ownership. That's the value of true innovation and the signature quality of Quincy.



Key Features & Benefits:

The QGD range of air compressors is loaded with premium features including: Package Air Pre-Filtration, Phase Monitor, Auto restart after power failure, TEFC NEMA Premium Drive and Fan Motor, Wye- Delta Starter, Microprocessor Controls featuring networking up to 6 units and remote monitoring, NEMA 4 electrical enclosure, Long life consumables intervals, Quiet Enclosure from 66-68 dB(A) and the True Blue 5 year warranty.



QCMD-265 Compressed Air Dryer



Image for reference only

Technical Information:

Connection Size:

1-1/2 inch NPT

Dewpoint:

-40 Degree F

Maximum Pressure:

203 PSIG

Available Flow (Capacity):

265 CFM @ 100 PSIG

Weight:

516 lbs

Dimensions:

22 x 38 x 59 inches

Product Description:

The new QCMD modular heatless desiccant dryer delivers the best drying capabilities at a fraction of the price. Available from 45cfm up to 690cfm, the QCMD delivers dry air with a -40 degree F dew point. It includes our new Solides ceramic desiccant technology with a 7-year average desiccant life. The QCMD is as rugged as it is efficient and is loaded with standard features such as a Q-Control Touch controller for visibility of various parameters and service alerts. It also includes energy saving Dew Point Demand sensors as standard built into the controls system.



Key Features & Benefits:

- Q-Control Touch Controller
- 7-Year Ceramic Block Desiccant Life
- Inlet Filters Included (Outlet not Required)
- PDP Demand Included Standard
- NEMA4 Controller Protection
- Average Purge: 16%



T400V-165 Air Receiver Tank



Image for reference only



Technical Information:

Capacity:

400 gal

Maximum Pressure:

165 PSIG

Arrangement:

Vertical

Weight:

717 lbs

Dimensions:

36 x 36 x 93 inches

QOCS-636 Oil Water Separator



Image for reference only



Technical Information:

Condensate Inlet:

2 x 3/4"

Water Outlet:

1 x 3/4"

Maximum Pressure:

232 PSIG

Available Flow (Capacity):

635 CFM @ 100 PSIG

Weight:

147 lbs

Dimensions:

23 x 18 x 29 inches

Option A Summary

Quote #: BMA-848964 - QGD-50 230 CFM COMPRESSR W/ BACKUP COMP

All amounts are displayed in USD

Item	Product Description	Qty	Unit Price Ea	Ext Price
1	QGD-50 ' Rotary Air Compressor	2	\$24,140.85	\$48,281.70
	Horsepower: 50 @ 125.0 PSIG		✓	
	Voltage: 460/3/60		✓	
	Wye Delta Motor Starting		✓	
	TEFC High Efficiency Drive Motor		✓	
	Air After-cooler w/ Pre-Piped Moisture Separator & Drain		✓	
	True Blue 5 Year Warranty		✓	
	Airlogic 2 Controller		✓	
	Phase Monitor		✓	
	Auto Restart after Power Failure		✓	
	Low Sound Enclosure (66-69 dBA)		✓	
2	QCMD-265 Compressed Air Dryer	1	\$11,922.62	\$11,922.62
3	T400V-165 Air Receiver Tank	1	\$2,165.01	\$2,165.01
	Capacity: 400 gal		✓	
	Maximum Pressure: 165 PSIG		✓	
	Arrangement: Vertical		✓	
4	2013100934 - Pressure Relief Valve and Gauge Kit	1	\$163.20	\$163.20
5	QOCS-636 Oil Water Separator	1	\$1,728.38	\$1,728.38
	10 PPM Outlet Oil Content		✓	
	2-Stage Oil Separation		✓	
	Dual Service Indicators for Increased Protection		✓	
	Easy Change Cartridges		✓	
	Easy Connect Drain Ports		✓	
	Environmentally Friendly Organoclay Absorber		✓	
	Total	1	\$1,728.38	\$1,728.38
6	FACTORY STARTUP & COMMISSIONING	1	\$955.00	\$955.00
7	MECHANICAL INSTALLATION	1	\$14,500.00	\$14,500.00
8	ELECTRICAL INSTALLATION	1	\$8,200.00	\$8,200.00
9	FREIGHT	1	\$1,750.00	\$1,750.00

Total for Option A: \$89,665.91

Plus applicable sales taxes and freight

Lead Time	:	IN STOCK
Payment Terms	:	NET 30
FOB	:	Shipping Point
Freight Terms	:	Prepay & Add

Option A Explanation of Benefits

Quote #: BMA-848964 - QGD-50 230 CFM COMPRESSOR W/ BACKUP COMP



MECHANICAL

- Remove old compressor and dryer.
- Relocate existing tank to new pad
- Set new compressors
- Set new dryer, separator and tank
- Plumb everything in with type L copper
- Provide small offroad lift for moving machinery

ELECTRICAL

- Demo existing electrical
- Install new disconnect
- Wire in new devices

Total for Option A: \$89,665.91

Plus applicable sales taxes and freight

Terms & Conditions of Sale (Products)

1. General. "Unless otherwise expressly agreed in writing by a duly authorized representative of Quincy Compressor LLC ("Quincy") these terms and conditions supersede all other communications and agreements and notwithstanding any conflicting or different terms and conditions in any order or acceptance of Purchaser, all sales and shipments shall exclusively be governed by these terms and conditions. When used herein "affiliates" shall mean QuincyAB and its wholly-owned subsidiaries. Section headings are for purposes of convenience only. "Products" as used herein shall include products, parts and accessories furnished Purchaser by Quincy.

2. DELIVERY – Unless otherwise agreed in writing, Products manufactured, assembled or warehoused in the continental United States are delivered F.O.B. shipping point, and Products shipped from outside the continental United States are delivered F.O.B. point of entry. Where the scheduled delivery of Products is delayed by Purchaser, Quincy may deliver such Products by moving it to storage for the account of and at the risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Quincy reserves the right to make delivery installments.

3. SECURITY AND RISK OF LOSS - Upon request from Quincy, Purchaser agrees to execute a security agreement covering the Products sold or other assets and to perform all acts which may be necessary to perfect and assure a security position of Quincy. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, the risk of loss or damage shall pass to Purchaser and delivery shall be deemed to be complete upon delivery to a private or common carrier or upon moving into storage, whichever occurs first, at the point of shipment for Products assembled, manufactured or warehoused in the continental United States or at the point of entry for Products shipped from outside the continental United States.

4. PAYMENT – If Purchaser fails to pay any invoice when due, Quincy may defer deliveries under this or any other contract with Purchaser, except upon receipt of satisfactory security for or cash in payment of any such invoice.

A service charge of the lesser of 1% per month or the highest rate permitted by applicable law shall be charged on all overdue accounts. Failure on the part of Purchaser to pay invoices when due shall, at the option of Quincy, constitute a default in addition to all other remedies Quincy may have under these conditions of sale or applicable law. If, in the judgment of Quincy, the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, Quincy may require payment in advance or cancel any outstanding order, whereupon Quincy shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall become due on the date Quincy is prepared to make delivery. Should manufacture be delayed by Purchaser, pro rata payments shall become due if and to the extent required at Quincy by its contracts with the manufacturer. All installment deliveries shall be separately invoiced and paid for without regard to subsequent deliveries. Delays in delivery or non-conformities in any installment shall not relieve Purchaser of its obligations to accept any pay for remaining installments.

5. FORCE MAJEURE – Quincy shall not be liable for loss, damage, detention, or delay, nor be deemed to be in default from causes beyond its reasonable control or from fire, strike or other concerted action of workmen, act or omission of any governmental authority or of Purchaser, compliance with import or export regulations, insurrection or riot, embargo, delays or shortages in transportation, or inability to obtain necessary engineering talent, labor, materials, or manufacturing facilities from usual sources. In the event of delay due to any such cause, the date of delivery will be postponed by such length of time as may be reasonably necessary to compensate for the delay.

6. NEW PRODUCT WARRANTY – Quincy warrants to the Purchaser that all stationary compressors, portable compressors, compressed air dyers, Quincy-designed compressor parts and other Products manufactured by Quincy and affiliates shall be free of defects in design, material and workmanship for a period of fifteen (15) months from date of shipment to Purchaser, or twelve (12) months from date of initial start-up, whichever occurs first.

Should any failure to conform with this warranty appear prior to or after shipment of the Product to Purchaser during the specified periods under normal and proper use and provided the Product has been properly stored, installed, handled and maintained by the Purchaser, Quincy shall, if given prompt notice by Purchaser, repair or replace, the non-conforming Product or authorize repair or replacement by the Purchaser at Quincy's expense.

Replaced Products become the property of Quincy.

Quincy warrants Products or parts thereof repaired or replaced pursuant to the above warranty under normal and proper use, storage, handling, installation, and maintenance, against defects in design, workmanship and material for a period of thirty (30) days from date of start-up of such repaired or replaced Products or parts thereof or the expiration of the original Product warranty, whichever is longer.

When the nature of the defect is such that it is appropriate in the judgment of Quincy to do so, repairs will be made at the site of the Product. Repair or replacement under applicable warranty shall be made at no charge for replacement parts, F.O.B. Quincy Warehouse, warranty labor, serviceman transportation and living costs, when work is performed during normal working hours (8 a.m. to 4:30 p.m. Monday through Friday, exclusive of holidays). Labor performed at other times will be billed at the overtime rate then prevailing for services of Quincy personnel.

The Quincy warranty does not extend to Products not manufactured by Quincy or affiliates. As to such Products, Purchaser shall be entitled to proceed only upon the terms of that particular manufacturer's warranty. The Quincy warranty does not apply to defects in material provided by Purchaser or to design stipulated by Purchaser.

Used Products, Products not manufactured by Quincy or affiliates and Products excluded from the above warranties are sold AS IS with no representation or warranty, and ALL WARRANTIES OF QUALITY, WRITTEN, ORAL, OR IMPLIED, other than may be expressly agreed to by Quincy in writing, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS, ARE HEREBY DISCLAIMED.

Any services performed by Quincy in connection with the sale, installation, servicing or repair of a Product are warranted to be performed in a workmanlike manner. If any nonconformity with this warranty appears within 45 days after the services are performed, the exclusive obligation of Quincy shall be to re-perform the services in a conforming manner.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY, WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS ARE HEREBY DISCLAIMED. Correction of nonconformities as provided above shall be Purchaser's exclusive remedy and shall constitute fulfillment of all liabilities of Quincy (including any liability for direct, indirect, special, incidental or consequential damage) whether in warranty, strict liability, contract, tort, negligence, or otherwise with respect to the quality of or any defect in Products or associated services delivered or performed hereunder.

7. LIMITATION OF LIABILITY – IN NO EVENT SHALL QUINCY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, however arising, whether in warranty, strict liability, contract, tort, negligence or otherwise, including but not limited to loss of profits or revenue, loss of total or partial use of the Products or facilities or services, downtime cost, or claims of the Purchaser for such or other damages whether on account of Products furnished hereunder or delays in delivery thereof or services performed upon or with respect to such Products. Quincy's liability on any claim whether in warranty, strict liability, contract, tort, negligence or otherwise for any loss or damage arising out of, connected with, or resulting from this contract or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall in no case (except as provided in the section entitled "Patent Indemnity") exceed the purchase price allocable to the Product or Part thereof which gives rise to the claim.

All causes of action against Quincy arising out of or relating to this contract or the performance hereof shall expire unless brought within one year of time of accrual thereof.

8. PRICES – Prices to the Purchaser shall be the Quincy list price in effect at time of order. Quincy may, upon thirty (30) days prior written notice to Purchaser, change prices, or other terms of sale affecting the Products, by issuing new price schedules, bulletins or other notices.

This contract applies to new Products only. Purchases of used equipment shall be on terms to be agreed upon at time of sale to Purchaser.

This price does not include any Federal, state or local property, license, privilege, sales, service use, excise, value added, gross receipts, or other like taxes which may now or hereafter be applicable to, measured by or imposed upon or with respect to this transaction, the property, its purchase, sale, replacement, value, or use, or any services performed in connection therewith. Purchaser agrees to pay or reimburse Quincy, its subcontractors or suppliers any such taxes, which Quincy, its subcontractors or suppliers are required to pay or collect or which are required to be withheld by Purchaser.

The price shall also be subject to adjustment in accordance with the published Price Adjustment Clauses, which price adjustment information shall supersede the terms of this Section 8, where inconsistent herewith.

9. INFORMATION FURNISHED PURCHASER – Any design, manufacturing drawings or other information or materials submitted to the Purchaser and not intended for dissemination by Purchaser remain the exclusive property of Quincy and may not, without its consent, be copied or communicated to a third party.

10. PATENT INDEMNITY – Quincy shall at its own expense defend any suits or proceedings brought against purchaser insofar as based on an allegation that Products furnished hereunder constitute an infringement of any claim of any patent of the United States of America, other than a claim covering a process performed by said Products or a product produced by said Product, provided that such Products are manufactured by Quincy, are not supplied according to Purchaser's detailed design, are used as sold by Quincy. Purchaser shall have made all payments then due hereunder, and Quincy is notified promptly in writing and given authority, information and assistance for the defense of said suit or proceeding; and Quincy shall pay all damages and costs awarded in any suit or proceeding so defended, provided that his indemnity shall not extend to any infringement based upon the combination of said Products or any portion thereof with other Products or things not furnished hereunder unless Quincy is a contributory infringer. Quincy shall not be responsible for any settlement of such suit or proceeding made without its written consent. If in any suit or proceeding defended hereunder any Product is held to constitute infringement, and its use is enjoined, Quincy shall, at its option and its own expense, either replace said Products with non-infringing Products; or modify them so that they become non-infringing; or remove them and refund the purchase price and the transportation costs thereof. THE FOREGOING STATES THE ENTIRE LIABILITY OF QUINCY AND AFFILIATES WITH RESPECT TO PATENT INFRINGEMENT.

To the extent that said Products or any portion thereof are supplied according to Purchaser's detailed design or instructions, or modified by Purchaser, or combined by Purchaser with equipment or things not furnished hereunder, except to the extent that Quincy is a contributory infringer, or are used by Purchaser to perform a process, or produce a product, and by reason of said design, instructions, modification, combination, performance or production, a suit or proceeding is brought against Quincy, Purchaser agrees to indemnify Quincy in the manner and to the extent Quincy indemnities Purchaser in this Section 10 insofar as the terms hereof are appropriate.

11. ASSIGNMENT – Any assignment of this contract or any rights hereunder, without prior written consent of Quincy by a duly authorized representative thereof shall be void.

12. TERMINATION – Any order or contract may be cancelled by Purchaser only upon payment of reasonable charges (including an allowance for profit) based upon costs and expenses incurred, and commitments made by Quincy.

13. PARTIAL INVALIDITY – If any provision herein or portion thereof shall for any reason be held invalid or unenforceable, such invalidity or enforceability shall not affect any other provision or portion thereof, but these conditions shall be construed as if such invalid or unenforceable provision or portion thereof had never been contained therein.

14. REMEDIES – The remedies expressly provided for in these conditions shall be in addition to any other remedies, which Quincy may have under the Uniform Commercial Code or other applicable law.

NOTE: Sale of the equipment or services described or referred to herein at the price indicated is expressly conditioned upon the terms and conditions set forth on the front and back of this page. Any confirmatory action by the Purchaser hereunder, or any acceptance of such equipment or services, shall constitute assent to said terms and conditions. Any additional or different terms or conditions set forth in the Purchaser's order or other communications are objected to by Seller and shall not be effective or binding unless assented to in writing by an authorized representative of Seller.

15. Payment. If Buyer fails to pay any invoice when due, Seller may defer deliveries under this or any other contract with Buyer, except upon receipt of satisfactory security for or cash in payment of any such invoice. Invoices shall be paid in full and Buyer shall not be entitled to deduct, set-off or to withhold payment. Amounts past due shall bear interest at the lower of the maximum rate allowed by law or one and a half percent (1.5%) per month. Failure on the part of Buyer to pay invoices when due shall, at the option of Seller, constitute a default in addition to all other remedies Seller may have under these Terms and Conditions of Sale, applicable law, and/or in equity. If, in the judgment of Seller, the financial condition of Buyer at any time prior to delivery does not justify the terms of payment specified, Seller may require payment in advance or cancel any outstanding order, whereupon Seller shall be entitled to receive reasonable cancellation charges. If Buyer delays shipment, payments based on date of shipment shall become due as of the date when ready for shipment. If Buyer delays completion of manufacture, Seller may elect to require payment according to percentage of completion. Equipment held for Buyer shall be at Buyer's risk and storage charges may be applied at the discretion of Seller. For orders under \$100,000 the payment terms shall be Net 30 days from date of shipment.

For orders over \$100,000 or with lead times greater than six months, the following payment schedule shall apply:

- a. 30% of order value 30 days from date of Buyer's purchase order or upon drawing approval.
- b. 30% of order value after passage of 1/2 of the time from date of Buyer's order to the originally scheduled delivery to carrier.
- c. 40% of order value, net 30 days from date of delivery to carrier.

Seller expressly reserves the right to cease all work on the order if payment is not received in accordance with the payment schedule.

16. Cancellation. 16.1. Each party shall have the right to cancel the order in whole or in part (with immediate effect upon writing or at a later time at the non-breaching party's discretion) if the other party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law, or has wound up or liquidated (voluntarily or otherwise). In addition, each party shall have the right to cancel the order in whole or in part if the other party fails, within 30 days after receipt of written notice from the non-breaching party specifying the material breach and intent to terminate, to commence and diligently pursue cure of the breach. Notwithstanding anything else, it is acknowledged that Seller may suspend Seller's performance in whole or in part immediately if Buyer fails to make any payments when due.

16.2. Unless Buyer's cancellation is made pursuant to Section 16.1 above, Buyer shall have no right to cancel a Product order (or a part of the order) unless Seller, at its sole discretion, agrees in writing that the order (or the part of the order) may be cancelled and Buyer pays cancellation fees in accordance with this Section 16.2. Unless different cancellation fees are specifically agreed to in a Seller-signed cancellation authorization document for the specific Product being cancelled, the cancellation fees shall be as follows:

Cancellation Fees

Orders for engineered Products

A) Prior to release for manufacturing:

*10% of optional equipment or purchased materials will be charged (including special components including, but not limited to, motors, controls, etc.)

B) After production has started:

*40% of optional equipment or purchased materials will be charged (including special components including, but not limited to, motors, controls, etc.)

*10% of base Product price

C) After production has been completed:

100% of optional equipment or purchased materials will be charged (including special components including, but not limited to, motors, controls, etc.)

*20% of Product base price

Orders for standard Products

A) After production has started:

*10% of base Product price

B) After production has been completed:

*20% of Product price

Accepted by: _____

Date: ____/____/____

PO#: _____

Trade Compliance Clause

Any quotation is legally binding upon us only after you have received a written acceptance from us of any order from you based on that quotation and we can at any point in time withdraw our quotation.

By placing the order you certify that the order will not be used for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons, nor any other purpose prohibited by applicable law.

Furthermore, you certify that you will comply with applicable local and international foreign trade and customs requirements or any embargos or other sanctions.

You will immediately notify us in writing of any breach of this statement.

We shall not be obligated to fulfill a binding order or agreement or any part thereof or related to it, nor liable for its non-fulfillment, if such fulfillment is prevented by any impediments arising out of applicable local and/or international foreign trade and customs requirements or any embargos or other sanctions.

We shall have the right to terminate a binding order or agreement or any part thereof or related to it, with immediate effect and without prior notice, if fulfillment is prevented by any impediments arising out of applicable local or international foreign trade and customs requirements or any embargos or other sanctions.

The customer shall indemnify us for any direct or indirect damages arising in consequence of any breach of this statement

**PROPOSAL FOR**

Augusta Solid Waste

ATTN:

4330 Deans Bridge Road

Blythe, Georgia 30805

PROPOSAL PROVIDED BY

PROPOSAL PREPARED BY

Cody Scee

Cell: Office:

cody.scee@quincycompressor.com

PROPOSAL NUMBER

BMA-848964

DATE

August 18, 2022



QGD-50 ' Rotary Air Compressor



Image for reference only

Technical Information:

Available Flow (Capacity):

50 HP - 247.1 ACFM @ 100 PSIG

50 HP - 229.7 ACFM @ 125 PSIG

50 HP - 214.4 ACFM @ 150 PSIG

Data for reference only

Compressed Air Outlet Size:

1 1/2 inch MNPT

Condensate Drain Outlet Size:

5/16 Push-in (x2)

Sound Level:

67 dB(A)

Weight:

1536 lbs

Dimensions:

51.2 x 35.0 x 70.5 inches

Product Description:

The QGD Series represents the ongoing evolution of proven air compression technology. Packed with the latest innovations, premium features and almost a century of compressed air experience, these models offer new features and benefits. These units are even more quiet, durable and efficient in a way that lowers your cost of ownership. That's the value of true innovation and the signature quality of Quincy.



Key Features & Benefits:

The QGD range of air compressors is loaded with premium features including: Package Air Pre-Filtration, Phase Monitor, Auto restart after power failure, TEFC NEMA Premium Drive and Fan Motor, Wye- Delta Starter, Microprocessor Controls featuring networking up to 6 units and remote monitoring, NEMA 4 electrical enclosure, Long life consumables intervals, Quiet Enclosure from 66-68 dB(A) and the True Blue 5 year warranty.



QCMD-265 Compressed Air Dryer



Image for reference only

Technical Information:

Connection Size:

1-1/2 inch NPT

Dewpoint:

-40 Degree F

Maximum Pressure:

203 PSIG

Available Flow (Capacity):

265 CFM @ 100 PSIG

Weight:

516 lbs

Dimensions:

22 x 38 x 59 inches

Product Description:

The new QCMD modular heatless desiccant dryer delivers the best drying capabilities at a fraction of the price. Available from 45cfm up to 690cfm, the QCMD delivers dry air with a -40 degree F dew point. It includes our new Solides ceramic desiccant technology with a 7-year average desiccant life. The QCMD is as rugged as it is efficient and is loaded with standard features such as a Q-Control Touch controller for visibility of various parameters and service alerts. It also includes energy saving Dew Point Demand sensors as standard built into the controls system.



Key Features & Benefits:

- Q-Control Touch Controller
- 7-Year Ceramic Block Desiccant Life
- Inlet Filters Included (Outlet not Required)
- PDP Demand Included Standard
- NEMA4 Controller Protection
- Average Purge: 16%



T400V-165 Air Receiver Tank



Image for reference only



Technical Information:

Capacity:

400 gal

Maximum Pressure:

165 PSIG

Arrangement:

Vertical

Weight:

717 lbs

Dimensions:

36 x 36 x 93 inches

QOCS-636 Oil Water Separator



Image for reference only



Technical Information:

Condensate Inlet:

2 x 3/4"

Water Outlet:

1 x 3/4"

Maximum Pressure:

232 PSIG

Available Flow (Capacity):

635 CFM @ 100 PSIG

Weight:

147 lbs

Dimensions:

23 x 18 x 29 inches

Option A Summary

Quote #: BMA-848964 - QGD-50 230 CFM COMPRESSR W/ BACKUP COMP

All amounts are displayed in USD

Item	Product Description	Qty	Unit Price Ea	Ext Price
1	QGD-50 ' Rotary Air Compressor	2	\$24,140.85	\$48,281.70
	Horsepower: 50 @ 125.0 PSIG		✓	
	Voltage: 460/3/60		✓	
	Wye Delta Motor Starting		✓	
	TEFC High Efficiency Drive Motor		✓	
	Air After-cooler w/ Pre-Piped Moisture Separator & Drain		✓	
	True Blue 5 Year Warranty		✓	
	Airlogic 2 Controller		✓	
	Phase Monitor		✓	
	Auto Restart after Power Failure		✓	
	Low Sound Enclosure (66-69 dBA)		✓	
2	QCMD-265 Compressed Air Dryer	1	\$11,922.62	\$11,922.62
3	T400V-165 Air Receiver Tank	1	\$2,165.01	\$2,165.01
	Capacity: 400 gal		✓	
	Maximum Pressure: 165 PSIG		✓	
	Arrangement: Vertical		✓	
4	2013100934 - Pressure Relief Valve and Gauge Kit	1	\$163.20	\$163.20
5	QOCS-636 Oil Water Separator	1	\$1,728.38	\$1,728.38
	10 PPM Outlet Oil Content		✓	
	2-Stage Oil Separation		✓	
	Dual Service Indicators for Increased Protection		✓	
	Easy Change Cartridges		✓	
	Easy Connect Drain Ports		✓	
	Environmentally Friendly Organoclay Absorber		✓	
	Total	1	\$1,728.38	\$1,728.38
6	FACTORY STARTUP & COMMISSIONING	1	\$955.00	\$955.00
7	MECHANICAL INSTALLATION	1	\$14,500.00	\$14,500.00
8	ELECTRICAL INSTALLATION	1	\$8,200.00	\$8,200.00
9	FREIGHT	1	\$1,750.00	\$1,750.00

Total for Option A: \$89,665.91

Plus applicable sales taxes and freight

Lead Time	:	IN STOCK
Payment Terms	:	NET 30
FOB	:	Shipping Point
Freight Terms	:	Prepay & Add

Option A Explanation of Benefits

Quote #: BMA-848964 - QGD-50 230 CFM COMPRESSOR W/ BACKUP COMP



MECHANICAL

- Remove old compressor and dryer.
- Relocate existing tank to new pad
- Set new compressors
- Set new dryer, separator and tank
- Plumb everything in with type L copper
- Provide small offroad lift for moving machinery

ELECTRICAL

- Demo existing electrical
- Install new disconnect
- Wire in new devices

Total for Option A: \$89,665.91

Plus applicable sales taxes and freight

Terms & Conditions of Sale (Products)

1. General. "Unless otherwise expressly agreed in writing by a duly authorized representative of Quincy Compressor LLC ("Quincy") these terms and conditions supersede all other communications and agreements and notwithstanding any conflicting or different terms and conditions in any order or acceptance of Purchaser, all sales and shipments shall exclusively be governed by these terms and conditions. When used herein "affiliates" shall mean QuincyAB and its wholly-owned subsidiaries. Section headings are for purposes of convenience only. "Products" as used herein shall include products, parts and accessories furnished Purchaser by Quincy.

2. DELIVERY – Unless otherwise agreed in writing, Products manufactured, assembled or warehoused in the continental United States are delivered F.O.B. shipping point, and Products shipped from outside the continental United States are delivered F.O.B. point of entry. Where the scheduled delivery of Products is delayed by Purchaser, Quincy may deliver such Products by moving it to storage for the account of and at the risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Quincy reserves the right to make delivery installments.

3. SECURITY AND RISK OF LOSS - Upon request from Quincy, Purchaser agrees to execute a security agreement covering the Products sold or other assets and to perform all acts which may be necessary to perfect and assure a security position of Quincy. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, the risk of loss or damage shall pass to Purchaser and delivery shall be deemed to be complete upon delivery to a private or common carrier or upon moving into storage, whichever occurs first, at the point of shipment for Products assembled, manufactured or warehoused in the continental United States or at the point of entry for Products shipped from outside the continental United States.

4. PAYMENT – If Purchaser fails to pay any invoice when due, Quincy may defer deliveries under this or any other contract with Purchaser, except upon receipt of satisfactory security for or cash in payment of any such invoice.

A service charge of the lesser of 1% per month or the highest rate permitted by applicable law shall be charged on all overdue accounts. Failure on the part of Purchaser to pay invoices when due shall, at the option of Quincy, constitute a default in addition to all other remedies Quincy may have under these conditions of sale or applicable law. If, in the judgment of Quincy, the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, Quincy may require payment in advance or cancel any outstanding order, whereupon Quincy shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall become due on the date Quincy is prepared to make delivery. Should manufacture be delayed by Purchaser, pro rata payments shall become due if and to the extent required at Quincy by its contracts with the manufacturer. All installment deliveries shall be separately invoiced and paid for without regard to subsequent deliveries. Delays in delivery or non-conformities in any installment shall not relieve Purchaser of its obligations to accept any pay for remaining installments.

5. FORCE MAJEURE – Quincy shall not be liable for loss, damage, detention, or delay, nor be deemed to be in default from causes beyond its reasonable control or from fire, strike or other concerted action of workmen, act or omission of any governmental authority or of Purchaser, compliance with import or export regulations, insurrection or riot, embargo, delays or shortages in transportation, or inability to obtain necessary engineering talent, labor, materials, or manufacturing facilities from usual sources. In the event of delay due to any such cause, the date of delivery will be postponed by such length of time as may be reasonably necessary to compensate for the delay.

6. NEW PRODUCT WARRANTY – Quincy warrants to the Purchaser that all stationary compressors, portable compressors, compressed air dyers, Quincy-designed compressor parts and other Products manufactured by Quincy and affiliates shall be free of defects in design, material and workmanship for a period of fifteen (15) months from date of shipment to Purchaser, or twelve (12) months from date of initial start-up, whichever occurs first.

Should any failure to conform with this warranty appear prior to or after shipment of the Product to Purchaser during the specified periods under normal and proper use and provided the Product has been properly stored, installed, handled and maintained by the Purchaser, Quincy shall, if given prompt notice by Purchaser, repair or replace, the non-conforming Product or authorize repair or replacement by the Purchaser at Quincy's expense.

Replaced Products become the property of Quincy.

Quincy warrants Products or parts thereof repaired or replaced pursuant to the above warranty under normal and proper use, storage, handling, installation, and maintenance, against defects in design, workmanship and material for a period of thirty (30) days from date of start-up of such repaired or replaced Products or parts thereof or the expiration of the original Product warranty, whichever is longer.

When the nature of the defect is such that it is appropriate in the judgment of Quincy to do so, repairs will be made at the site of the Product. Repair or replacement under applicable warranty shall be made at no charge for replacement parts, F.O.B. Quincy Warehouse, warranty labor, serviceman transportation and living costs, when work is performed during normal working hours (8 a.m. to 4:30 p.m. Monday through Friday, exclusive of holidays). Labor performed at other times will be billed at the overtime rate then prevailing for services of Quincy personnel.

The Quincy warranty does not extend to Products not manufactured by Quincy or affiliates. As to such Products, Purchaser shall be entitled to proceed only upon the terms of that particular manufacturer's warranty. The Quincy warranty does not apply to defects in material provided by Purchaser or to design stipulated by Purchaser.

Used Products, Products not manufactured by Quincy or affiliates and Products excluded from the above warranties are sold AS IS with no representation or warranty, and ALL WARRANTIES OF QUALITY, WRITTEN, ORAL, OR IMPLIED, other than may be expressly agreed to by Quincy in writing, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS, ARE HEREBY DISCLAIMED.

Any services performed by Quincy in connection with the sale, installation, servicing or repair of a Product are warranted to be performed in a workmanlike manner. If any nonconformity with this warranty appears within 45 days after the services are performed, the exclusive obligation of Quincy shall be to re-perform the services in a conforming manner.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY, WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS ARE HEREBY DISCLAIMED. Correction of nonconformities as provided above shall be Purchaser's exclusive remedy and shall constitute fulfillment of all liabilities of Quincy (including any liability for direct, indirect, special, incidental or consequential damage) whether in warranty, strict liability, contract, tort, negligence, or otherwise with respect to the quality of or any defect in Products or associated services delivered or performed hereunder.

7. LIMITATION OF LIABILITY – IN NO EVENT SHALL QUINCY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, however arising, whether in warranty, strict liability, contract, tort, negligence or otherwise, including but not limited to loss of profits or revenue, loss of total or partial use of the Products or facilities or services, downtime cost, or claims of the Purchaser for such or other damages whether on account of Products furnished hereunder or delays in delivery thereof or services performed upon or with respect to such Products. Quincy's liability on any claim whether in warranty, strict liability, contract, tort, negligence or otherwise for any loss or damage arising out of, connected with, or resulting from this contract or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall in no case (except as provided in the section entitled "Patent Indemnity") exceed the purchase price allocable to the Product or Part thereof which gives rise to the claim.

All causes of action against Quincy arising out of or relating to this contract or the performance hereof shall expire unless brought within one year of time of accrual thereof.

8. PRICES – Prices to the Purchaser shall be the Quincy list price in effect at time of order. Quincy may, upon thirty (30) days prior written notice to Purchaser, change prices, or other terms of sale affecting the Products, by issuing new price schedules, bulletins or other notices.

This contract applies to new Products only. Purchases of used equipment shall be on terms to be agreed upon at time of sale to Purchaser.

This price does not include any Federal, state or local property, license, privilege, sales, service use, excise, value added, gross receipts, or other like taxes which may now or hereafter be applicable to, measured by or imposed upon or with respect to this transaction, the property, its purchase, sale, replacement, value, or use, or any services performed in connection therewith. Purchaser agrees to pay or reimburse Quincy, its subcontractors or suppliers any such taxes, which Quincy, its subcontractors or suppliers are required to pay or collect or which are required to be withheld by Purchaser.

The price shall also be subject to adjustment in accordance with the published Price Adjustment Clauses, which price adjustment information shall supersede the terms of this Section 8, where inconsistent herewith.

9. INFORMATION FURNISHED PURCHASER – Any design, manufacturing drawings or other information or materials submitted to the Purchaser and not intended for dissemination by Purchaser remain the exclusive property of Quincy and may not, without its consent, be copied or communicated to a third party.

10. PATENT INDEMNITY – Quincy shall at its own expense defend any suits or proceedings brought against purchaser insofar as based on an allegation that Products furnished hereunder constitute an infringement of any claim of any patent of the United States of America, other than a claim covering a process performed by said Products or a product produced by said Product, provided that such Products are manufactured by Quincy, are not supplied according to Purchaser's detailed design, are used as sold by Quincy. Purchaser shall have made all payments then due hereunder, and Quincy is notified promptly in writing and given authority, information and assistance for the defense of said suit or proceeding; and Quincy shall pay all damages and costs awarded in any suit or proceeding so defended, provided that his indemnity shall not extend to any infringement based upon the combination of said Products or any portion thereof with other Products or things not furnished hereunder unless Quincy is a contributory infringer. Quincy shall not be responsible for any settlement of such suit or proceeding made without its written consent. If in any suit or proceeding defended hereunder any Product is held to constitute infringement, and its use is enjoined, Quincy shall, at its option and its own expense, either replace said Products with non-infringing Products; or modify them so that they become non-infringing; or remove them and refund the purchase price and the transportation costs thereof. THE FOREGOING STATES THE ENTIRE LIABILITY OF QUINCY AND AFFILIATES WITH RESPECT TO PATENT INFRINGEMENT.

To the extent that said Products or any portion thereof are supplied according to Purchaser's detailed design or instructions, or modified by Purchaser, or combined by Purchaser with equipment or things not furnished hereunder, except to the extent that Quincy is a contributory infringer, or are used by Purchaser to perform a process, or produce a product, and by reason of said design, instructions, modification, combination, performance or production, a suit or proceeding is brought against Quincy, Purchaser agrees to indemnify Quincy in the manner and to the extent Quincy indemnities Purchaser in this Section 10 insofar as the terms hereof are appropriate.

11. ASSIGNMENT – Any assignment of this contract or any rights hereunder, without prior written consent of Quincy by a duly authorized representative thereof shall be void.

12. TERMINATION – Any order or contract may be cancelled by Purchaser only upon payment of reasonable charges (including an allowance for profit) based upon costs and expenses incurred, and commitments made by Quincy.

13. PARTIAL INVALIDITY – If any provision herein or portion thereof shall for any reason be held invalid or unenforceable, such invalidity or enforceability shall not affect any other provision or portion thereof, but these conditions shall be construed as if such invalid or unenforceable provision or portion thereof had never been contained therein.

14. REMEDIES – The remedies expressly provided for in these conditions shall be in addition to any other remedies, which Quincy may have under the Uniform Commercial Code or other applicable law.

NOTE: Sale of the equipment or services described or referred to herein at the price indicated is expressly conditioned upon the terms and conditions set forth on the front and back of this page. Any confirmatory action by the Purchaser hereunder, or any acceptance of such equipment or services, shall constitute assent to said terms and conditions. Any additional or different terms or conditions set forth in the Purchaser's order or other communications are objected to by Seller and shall not be effective or binding unless assented to in writing by an authorized representative of Seller.

15. Payment. If Buyer fails to pay any invoice when due, Seller may defer deliveries under this or any other contract with Buyer, except upon receipt of satisfactory security for or cash in payment of any such invoice. Invoices shall be paid in full and Buyer shall not be entitled to deduct, set-off or to withhold payment. Amounts past due shall bear interest at the lower of the maximum rate allowed by law or one and a half percent (1.5%) per month. Failure on the part of Buyer to pay invoices when due shall, at the option of Seller, constitute a default in addition to all other remedies Seller may have under these Terms and Conditions of Sale, applicable law, and/or in equity. If, in the judgment of Seller, the financial condition of Buyer at any time prior to delivery does not justify the terms of payment specified, Seller may require payment in advance or cancel any outstanding order, whereupon Seller shall be entitled to receive reasonable cancellation charges. If Buyer delays shipment, payments based on date of shipment shall become due as of the date when ready for shipment. If Buyer delays completion of manufacture, Seller may elect to require payment according to percentage of completion. Equipment held for Buyer shall be at Buyer's risk and storage charges may be applied at the discretion of Seller. For orders under \$100,000 the payment terms shall be Net 30 days from date of shipment.

For orders over \$100,000 or with lead times greater than six months, the following payment schedule shall apply:

- a. 30% of order value 30 days from date of Buyer's purchase order or upon drawing approval.
- b. 30% of order value after passage of 1/2 of the time from date of Buyer's order to the originally scheduled delivery to carrier.
- c. 40% of order value, net 30 days from date of delivery to carrier.

Seller expressly reserves the right to cease all work on the order if payment is not received in accordance with the payment schedule.

16. Cancellation. 16.1. Each party shall have the right to cancel the order in whole or in part (with immediate effect upon writing or at a later time at the non-breaching party's discretion) if the other party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law, or has wound up or liquidated (voluntarily or otherwise). In addition, each party shall have the right to cancel the order in whole or in part if the other party fails, within 30 days after receipt of written notice from the non-breaching party specifying the material breach and intent to terminate, to commence and diligently pursue cure of the breach. Notwithstanding anything else, it is acknowledged that Seller may suspend Seller's performance in whole or in part immediately if Buyer fails to make any payments when due.

16.2. Unless Buyer's cancellation is made pursuant to Section 16.1 above, Buyer shall have no right to cancel a Product order (or a part of the order) unless Seller, at its sole discretion, agrees in writing that the order (or the part of the order) may be cancelled and Buyer pays cancellation fees in accordance with this Section 16.2. Unless different cancellation fees are specifically agreed to in a Seller-signed cancellation authorization document for the specific Product being cancelled, the cancellation fees shall be as follows:

Cancellation Fees

Orders for engineered Products

A) Prior to release for manufacturing:

*10% of optional equipment or purchased materials will be charged (including special components including, but not limited to, motors, controls, etc.)

B) After production has started:

*40% of optional equipment or purchased materials will be charged (including special components including, but not limited to, motors, controls, etc.)

*10% of base Product price

C) After production has been completed:

100% of optional equipment or purchased materials will be charged (including special components including, but not limited to, motors, controls, etc.)

*20% of Product base price

Orders for standard Products

A) After production has started:

*10% of base Product price

B) After production has been completed:

*20% of Product price

Accepted by: _____

Date: ____/____/____

PO#: _____

Trade Compliance Clause

Any quotation is legally binding upon us only after you have received a written acceptance from us of any order from you based on that quotation and we can at any point in time withdraw our quotation.

By placing the order you certify that the order will not be used for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons, nor any other purpose prohibited by applicable law.

Furthermore, you certify that you will comply with applicable local and international foreign trade and customs requirements or any embargos or other sanctions.

You will immediately notify us in writing of any breach of this statement.

We shall not be obligated to fulfill a binding order or agreement or any part thereof or related to it, nor liable for its non-fulfillment, if such fulfillment is prevented by any impediments arising out of applicable local and/or international foreign trade and customs requirements or any embargos or other sanctions.

We shall have the right to terminate a binding order or agreement or any part thereof or related to it, with immediate effect and without prior notice, if fulfillment is prevented by any impediments arising out of applicable local or international foreign trade and customs requirements or any embargos or other sanctions.

The customer shall indemnify us for any direct or indirect damages arising in consequence of any breach of this statement



Commission Meeting

October 3, 2023

Waste Wheel Carts Purchase

Bid 23-165

File Reference: 23-014(L)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik
Caption:	Receive as information Purchase of Waste Wheel Carts in amount of \$94,080.00 from Otto Environmental Systems. Requested by Engineering. Bid 23-165
Background:	Residential waste collection contracts requires Augusta, Georgia Environmental Operations (ES) to provide replacement carts upon receiving customer requests. Otto Environmental Systems (OTTO) is under contract for supply these carts. First order was placed in July 2023 and purchased 2240 carts (waste & recycling). However that inventory depleted quickly due to back request demand for older carts replacement. There was urgent need to purchase additional wheeled carts to maintain obligation and satisfactory level of waste collection contracted services.
Analysis:	OTTO is under contract for supply these carts. Engineering & Environmental Department made an emergency purchase of 1,120 residential 95-gallon waste carts and 560 residential 95-gallon recycling carts.
Financial Impact:	Funds in amount of \$94,080.00 are available in Environmental Services Operation FY2023 budget (542-04-4110/5213119).
Alternatives:	Not recommended.
Recommendation:	Receive as information Purchase of Waste Wheel Carts in amount of \$94,080 from Otto Environmental Systems. Requested by Engineering. Bid 23-165
Funds are available in the following accounts:	(\$94,080.00) 542-044110 – 52.13119 Solid Waste Funds (Garbage Collections)
<u>REVIEWED AND APPROVED BY:</u>	HM/SR

EXHIBIT A - 23-165 Wheeled Carts Unit Price Schedule

23-165

Bid-Waste Wheeled Carts

ITEM	RehrigPacific CO UNIT RATE	SCHAFER UNIT RATE	TOTER UNIT RATE **	OTTO UNIT RATE
96-Gallon Cart (2023-2024)	\$56.35	\$56.01	\$59.88	\$56.00
96-Gallon Cart (2025)	\$56.35	\$56.01	\$59.88	\$56.00
35-Gallon Cart (2023-2024)	\$45.36	\$45.97	\$43.88	\$37.34
35-Gallon Cart (2025)	\$45.36	\$45.97	\$43.88	\$37.34
Wheels (per wheel by pallet or Gaylord)	\$10.00	\$5.00	\$5.00	\$6.95
Lids (each)/96-Gallon Cart	\$19.00	\$12.00	\$18.64	\$16.50
Lids (each)/35-Gallon Cart			\$14.46	
Bars (each)	\$4.00	\$3.50	Not Available	\$5.74
In-mold Label (95-Gallon cart & Lid)	\$0.35	\$1.83	\$5.81	\$2.06
In-mold Label (35-Gallon cart & Lid)	\$0.35	\$3.42	\$5.81	\$2.06
Total of all Items	\$237.12	\$229.71	No Price for one item	\$219.99

NOTE: OTTO Is recommended vendor for procuring items under Bid 23-165

AUGUSTA-RICHMOND COUNTY GEORGIA
PURCHASING DEPARTMENT

Item 25.

DEPARTMENT NAME ENVIRONMENTAL SERVICES
DEPARTMENT NUMBER 542 04 4110
REQUESTED BY B PADGETT

53-11910

REQUISITION
OTTO ENVIRONMENTAL SYSTEMS NORTH
AMERICA, INC. #21593

REQUISITION NO
REQUISITION DATE 8/28/2023
PURCHASE ORDER NO
PURCHASE ORDER DATE

APPROVAL - SIGNATURE

BID# #23-165

VENDOR NAME		NAME OF BIDDER #1		NAME OF BIDDER #2		NAME OF BIDDER #3	
NAME		OTTO ENVIRONMENTAL SYSTEMS NORTH					
PHONE NUMBER		704-583-5258					
QUOTED BY		SHAWN NEWTON					

ITEM NO	DESCRIPTION	ITEM NO.	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	95 MILLENIUM REFUSE CART - GRY DK / LID DK GRAY #50	9785050-FS0YC000H0-AU	1680	56.00	94,080.00		-		
2					-		-		
3							-		
4							-		
5							-		
6							-		
7							-		
8							-		
9							-		
10							-		
11							-		
12							-		
13							-		
14							-		
15							-		
16							-		
17							-		
18							-		-
19							-		-
20					-		-		-
21					-		-		-

				\$	94,080.00	\$	-	\$	-
SHIPPING CHARGES				\$	-	\$	-	\$	-
TOTAL BID				\$	94,080.00	\$	-	\$	-

PURPOSE OF REQUEST SOLID WASTE AND RECYCLABLE COLLECTION SERVICES - WHEELED ROLL-OUT CARTS

COMMISSION APPROVAL 07/18/2023.



Commission Meeting

Meeting Date: October 3, 2023

Waste Wheel Carts Contract-Supplemental Funding

Bid 23-165

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve \$180,000 for continue the funding for the current Waste Wheel Carts Contract to Otto Environmental Systems. Requested by Engineering. Bid 23-165
Background:	Approve \$180,000 for continue the funding for the current Waste Wheel Carts Contract to Otto Environmental Systems. Requested by Engineering. Bid 23-165
Analysis:	OTTO is under contract for supplying these carts. Engineering & Environmental Department will conduct inventory assessments and place additional supply orders accordingly.
Financial Impact:	Funds in amount of \$180,000 are available in Environmental Services Operation FY2023 budget (542-04-4110/5211120).
Alternatives:	Not proposed.
Recommendation:	Approve \$180,000 for continued funding for the current Waste Wheel Carts Contract to Otto Environmental Systems. Requested by Engineering. Bid 23-165.
Funds are available in the following accounts:	(\$180,000) – 542044110 – 52.11120 - Waste Collection Funds
<u>REVIEWED AND APPROVED BY:</u>	HM/SR



Commission Meeting

October 3, 2023

Augusta Solid Waste & Recycling Collection Services-Zone 1 Contract

Existing Contact Extension -Contract Transition Period Coverage

RFP 12-112

File Reference: 23-014 (A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik
Caption:	Approve and Authorize Execution of Augusta's Zone 1 Residential Waste & Recyclable Collection Service Contact Extension Agreement with Georgia Waste System LLC for a Transitional period up to Six (6) months beginning January 1, 2024 to ensure continuity of such Contracted Services during existing contract transition to a new contract (RFP 23-112). Requested by Engineering. Bid 12-112
Background:	Augusta, Georgia (City) Waste Collection & Disposal Services in Zone 1 Service Area are presently provided by Georgia Waste System LLC (WM) under RFP 12-112. The term of WM contract is expiring December 31, 2023. On May 2, 2023, WM submitted Notice of Intent to exist exiting contract on December 31, 2023 (end of the contract existing term). Accordingly, the City initiated new Request for Proposals (RFP 23-112) for same services soliciting proposals for Zone 1 Service Area with possible beginning January 1, 2024. RFP 23-112 due date is August 29, 2023.
Analysis:	Continuity of Zone 1 service area waste hauling services is not only critical for maintaining levels of services as promised to the Citizens under waste contracted services but also to minimize public health & safety exposure from unmanaged waste. Extension Agreement with WM (Zone 1 current service provider) ensures uninterrupted transition from current contractor to the new awarded contractor. This agreement will provide up to six months transitional window which will be sufficient for new contractor to get needed resource in-placed and commence serving Zone 1 per contract required level of service.
Financial Impact:	Extension Agreement has two stipulations during Transition Period; 1) \$2.56 per home per month increase, and 2) No Damages or Fines against Contractor. It will result in a contract cost increase around \$87K per month, that will be absorbed by the City Waste Collection Contract current revenue.
Alternatives:	No alternate proposed

Recommendation: Approve and Authorize Execution of Augusta's Zone 1 Residential Waste & Recyclable Collection Service Contact Extension Agreement with Georgia Waste System LLC for a Transitional period up to Six (6) months beginning January 1, 2024 to ensure continuity of such Contracted Services during existing contract transition to new contract (RFP 23-112). Requested by Engineering. Bid 12-112

Funds are available in the following accounts: 541-000000-3441114 - Environmental Services Waste Hauling Contract Revenue

REVIEWED AND HM/SR
APPROVED BY:

**RESIDENTIAL SOLID WASTE AND RECYCLABLES COLLECTION
EXTENSION AGREEMENT BETWEEN
AUGUSTA, GEORGIA AND
GEORGIA WASTE SYSTEMS, LLC**

This Extension Agreement is entered into as of _____, 2023 between Augusta Georgia, a political subdivision of the state of Georgia (hereinafter “Augusta”) and Georgia Waste Systems, LLC, successor in interest to Advanced Disposal Services Augusta, LLC (“Contractor”) (hereinafter collectively referred to as the “Parties”).

WITNESSETH

WHEREAS, the Parties entered into that certain Agreement for Solid Waste and Recyclables Collection dated August 7, 2012, as previously amended in the First Amendment dated October 20, 2020 (collectively “the Agreement”);

WHEREAS, Contractor has notified Augusta that it does not desire to renew the Agreement for another two year term under the terms of the current Agreement;

WHEREAS, the Agreement is set to terminate on December 31, 2023 (“Termination Date”);

WHEREAS, Augusta has published a new RFP 23-112 in order to request proposals from qualified firms to perform Solid Waste & Recyclable Collection Service – Zone One; and

WHEREAS, the Parties desire to extend the Agreement for a short transition period of up to six (6) months beyond the Termination Date, as well as amend certain other terms of the Agreement as set forth below, in order to ensure continuity of services to Augusta citizens should Contractor not be chosen as the incumbent waste service provider in accordance with the in-progress RFP 23-112 process.

WHEREAS, the Parties agree to the following terms and conditions and expressly agree that if any of the following terms and conditions conflict with any of the terms and conditions of the Agreement, then notwithstanding any term in the Agreement, the following terms and conditions govern and control the rights and obligations of the Parties.

NOW THEREFORE, in consideration of the mutual premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the

Parties hereto, each intending to be legally bound, do hereby agree to amend the Agreement as follows:

1. The Term of the Agreement is hereby extended for up to an additional six (6) months beginning January 1, 2024 and terminating upon the earlier of: (a) June 30, 2024 or (b) upon thirty (30) days prior written notice to Contractor by Augusta (hereinafter the “Transition Period”).
2. Cost Relief Compensation. Augusta agrees to pay Contractor a \$2.56 per home, per month, increase during the Transition Period.
3. Damages/Fines. Augusta agrees to eliminate all Damages or Fines against Contractor during the Transition Period.
4. Except as set forth herein, all terms and conditions contained in the Agreement shall remain in full force and effect and be binding upon the Parties thereto.
5. This Extension Agreement is hereby incorporated into the Agreement and made a part thereof. Together, the Agreement, any Amendments, and this Extension Agreement contain the entire agreement between the Parties as to the matters contained therein.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have set their hands as of this _____ day of _____, 2023.

AUGUSTA, GEORGIA

By: _____

Attest

Its: _____

GEORGIA WASTE SYSTEMS, LLC

By: Michael J. Holbrook

George A. Council, Jr.

Attest

George A. Council, Jr.
Senior Account Executive, Public Sector

Print Name: Michael j Holbrook
Public Sector Director, SA



Commission Meeting

October 3, 2023

Augusta Right-of-Way & Other Areas Trees Management and Trees Removal

For Augusta, GA Engineering & Environmental Services Department

RFP 23-252

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik
Caption:	Approve Award of “Augusta’s Right of Way & other Areas Trees Management and Trees Removal” Contract to Big Dog Stump & Tree and Atlanta Premier Tree Solution, LLC subject to receipt of signed contract and proper insurance documents. The Contract is effective 10/1/2023 for three years with an option to renew for two additional one-year terms. Requested by Engineering. RFP 23-252
Background:	On-call contract services are an integral part of the Augusta Engineering (AE) Maintenance Program delivery. As determined by AE, supplementing engineering maintenance resources with an on-call service, such as tree management & removal, is a practical approach to complete and sustain much needed maintenance services in a timely manner. Such services are essential to minimizing public safety risks, damages to public property and associated potential hazard liabilities.
Analysis:	Proposals were received on April 17, 2023 from 3 vendors. Big Dog Stump & Tree, Inc, and Atlanta Premier Tree Solution, LCC were the selected firms to move forward with negotiations. Firms were evaluated based on qualifications, relevant experience, and ability to provide requested services.
Financial Impact:	Engineering SPLOST 8-Tree Management Funds
Alternatives:	Do not approve and find in-house forces to keep up with needed maintenance work.
Recommendation:	Approve Award of “Augusta’s Right of Way & other Areas Trees Management and Trees Removal” Contract to Big Dog Stump & Tree and Atlanta Premier Tree Solution, LLC subject to receipt of signed contract and proper insurance documents. The Contract is effective 10/1/2023 for three years with an option to renew for two additional one-year terms. Requested by Engineering. RFP 23-252
Funds are available in the following accounts:	330-041110-52.22199 – 222830903-52.22199 - SPLOST 8- ROW Tree Management Funds

REVIEWED AND
APPROVED BY:

HM/SR

Request for Proposals

Request for Proposals will be received at this office until **Monday, April 17, 2023 @ 11:00 a.m. via ZOOM Meeting ID: 890 0290 3914; Passcode: 158938 for furnishing**

RFP Item # 23-252 Augusta Right-of-Way & Other Areas Tree Management and Tree Removal for Augusta, GA – Engineering Department

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department ARcbid. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

Pre-Proposal Conference will be held on Monday, April 3, 2023 @10:00 a.m. via ZOOM – Meeting ID: 834 8527 2181; Passcode: 431310.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, April 4, 2023 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered.

No RFP may be withdrawn for a period of **90** days after bids have been opened, pending the execution of contract with the successful bidder(s).

Request for proposals (RFP) and specifications. An RFP shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the request for proposal including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waivable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFP number on the outside of the envelope.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the [contractor affidavit](#) as part of the requirement for their bid to be considered.

Proponents are cautioned that acquisition of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base their qualifications.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle March 9, 16, 23, 30, 2023
Metro Courier March 9, 2023

Revised: 3/22/21



**RFP Item #23-252 Augusta Right-of-Way & Other Areas Trees Management
and Trees Removal
for Augusta, GA – Augusta Engineering and Environmental Services Department
RFP Date: Monday, April 17, 2023 @ 11:00 a.m. via ZOOM**

Total Number Specifications Mailed Out: 20
Total Number Specifications Download (Demandstar): 242
Total Electronic Notifications (Demandstar): 8
Georgia Procurement Registry: 629
Total packages submitted: 3
Total Noncompliant: 0

VENDORS	Attachment "B"	E-Verify Number	Save Form	Original	Copies 7	Fee Proposal
Big Dog Stump & Tree, Inc. 237 Settlement Road Martinez, GA 30907	Yes	443850	Yes	Yes	Yes	Yes
Milhouse Forestry, LLC 10 Tenth St., Ste 400 Atlanta, GA 30309	Yes	1169014	Yes	Yes	Yes	Yes
Atlanta Premier Tree Solution, LLC 8525 Serenbe Road Chattahoochee Hills, GA 30268	Yes	867983	Yes	Yes	Yes	Yes



RFP Opening - RFP Item #23-252
Augusta Right-of-Way & Other Areas Trees Management and Trees Removal for Augusta, GA
Augusta Engineering and Environmental Services Department
RFP Date: Monday, April 17, 2023 @ 11:00 a.m
Evaluation Date: Friday, May 12, 2023 @ 11:00 a.m. via ZOOM

Item 28.

Vendors			Big Dog Stump & Tree, Inc. 237 Settlement Road Martinez, GA 30907	Milhouse Forestry, LLC 10 Tenth St., Ste 400 Atlanta, GA 30309	Atlanta Premier Tree Solution, LLC 8525 Serenbe Road Chattahoochee Hills, GA 30268	Big Dog Stump & Tree, Inc. 237 Settlement Road Martinez, GA 30907	Milhouse Forestry, LLC 10 Tenth St., Ste 400 Atlanta, GA 30309	Atlanta Premier Tree Solution, LLC 8525 Serenbe Road Chattahoochee Hills, GA 30268
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)			Weighted Scores		
Evaluation Criteria	Ranking	Points	Scale 0 (Low) to 5 (High)					
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS
2. Qualifications & Experience	(0-5)	20	5.0	3.5	5.0	100.0	70.0	100.0
3. Organization & Approach	(0-5)	10	4.0	3.5	5.0	40.0	35.0	50.0
4.Scope of Services Technical Specifications (Section 4a) 1. Project Specific Experience – three (3) years of experience in similar to this scope of work. 2. Past performance on project in similar nature 3. Evidence that firm fully understands Owner's goals and project scope	(0-5)	25	5.0	3.5	5.0	125.0	87.5	125.0
5. Financial Stability	(0-5)	5	5.0	4.0	5.0	25.0	20.0	25.0
6. References	(0-5)	5	5.0	5.0	5.0	25.0	25.0	25.0
7. Proximity to Area (only choose 1 line according to location of the company - enter the ranking value for the one line only)								
Within Richmond County	5	10				0.0	0.0	0.0
Within CSRA	5	6	5.0			30.0	0.0	0.0
Within Georgia	5	4		5.0	5.0	0.0	20.0	20.0
Within SE United States (includes AL, TN, NC, SC, FL)	5	2				0.0	0.0	0.0
• All Others	5	1				0.0	0.0	0.0
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 375)			29.0	24.5	30.0	345.0	257.5	345.0
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)								
8. Presentation by Team	(0-5)	10				0.0	0.0	0.0
9. Q&A Response to Panel Questions	(0-5)	5				0.0	0.0	0.0
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)						Cost/Fee Proposal Consideration		
Lowest Fees	5	10		5.0		0.0	50.0	0.0
Second	5	6	5.0			30.0	0.0	0.0
Third	5	4			5.0	0.0	0.0	20.0
Forth	5	2				0.0	0.0	0.0
Fifth	5	1				0.0	0.0	0.0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			5.0	5.0	5.0	30.0	50.0	20.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category)								
Total Cumulative Score (Maximum point is 500)			34.0	29.5	35.0	375.0	307.5	365.0
Internal Use Only								
Evaluator: Cumulative Date: 5/12/23								
Procurement Department Representative: Nancy Williams								
Procurement Department Completion Date: 5/12/23								


**ENGINEERING & ENVIR. SVCS. DEPARTMENT**

Hameed Malik, Ph.D., P.E., Director

MAY 26 '23 10:29

MEMORANDUM

TO: Ms. Geri Sams, Director - Procurement

FROM:  Hameed Malik, Ph.D., PE, Director- Engineering

DATE: Monday, May 22, 2023

SUBJECT: Augusta Right-of-Way & Other Areas Trees Management and Trees Removal
For Augusta, GA Engineering & Environmental Services Department
Project Number: N/A
RFP 23-252
File Reference: 23-014(A)

Ms. Sams, it is recommendation of Augusta Engineering & Environmental Services Department (AEESD) to award the Right of Way and Other Area Trees Management and Trees Removal Services contract (RFP 23-252) to Big Dog Stump & Tree Inc. (Big Dog) and Atlanta Premier Tree Solution, LLC (Atlanta Premier). AEESD requests entering fee negotiation with both recommended contractors.

Should you require additional information, please do not hesitate to contact me at (706)796-5040.

Thank you.

/hm

cc: Darrell White & Nancy Williams, Procurement Department
Charlie Gay, Augusta Engineering Maintenance
June Hamal, Augusta Engineering Construction Manager & Program Delivery Program
Program File

23-252 Right of Way and Other Areas Trees Management and Trees Removal Services
Fee Proposal

				BIG DOG		Augusta Engineering	
				UNIT PRICE	Total PRICE	UNIT PRICE	Total PRICE
ITEM NO	DESCRIPTION	EST. QUANTITY	UNIT OF MEASURE	(\$)	(\$)	PRICE (\$)	(\$)
Routine Tree Management Services							
1	Tree Removal, 1" to 12"	15	Each	\$850.00		\$695.00	
1a	Stump Grinding	15	Each	\$75.00		\$75.00	
2	Tree Removal, 13" to 18"	20	Each	\$1,500.00		\$995.00	
2a	Stump Grinding	20	Each	\$100.00		\$100.00	
3	Tree Removal, 19" to 24"	20	Each	\$1,850.00		\$1,850.00	
3a	Stump Grinding	20	Each	\$100.00		\$100.00	
4	Tree Removal, 25" to 30"	20	Each	\$2,000.00		\$2,000.00	
4a	Stump Grinding	20	Each	\$200.00		\$200.00	
5	Tree Removal, 31" to 36"	20	Each	\$3,000.00		\$3,000.00	
5a	Stump Grinding	20	Each	\$300.00		\$300.00	
6	Tree Removal, 37" to 48"	15	Each	\$5,000.00		\$5,000.00	
6a	Stump Grinding	15	Each	\$500.00		\$500.00	
7	Tree Removal, 49" to 60"	15	Each	\$6,000.00		\$6,000.00	
7a	Stump Grinding (	15	Each	\$600.00		\$600.00	
8	Tree Removal, 61" and up	10	Each	\$8,000.00		\$8,000.00	
8a	Stump Grinding	10	Each	\$800.00		\$800.00	
Emergency Response Service							
9a	Cost per piece approved equipment	As needed	Hour	\$125.00		\$75.00	
9b	Cost per approved crew member	As needed	Hour	\$90.00		\$90.00	
9c	Supervisor	As needed	Hour	\$110.00		\$110.00	
10	Traffic Control – Street closures, Lane closures and detours on Arterial Roadway	45	Each	\$3,000.00		\$2,000.00	
11a	Cost per piece approved equipment	EA	DAY *	\$1,000.00		\$400.00	
11b	Cost per approved crew member	As needed	DAY *	\$720.00		\$720.00	
11c	Supervisor	As needed	DAY *	\$800.00		\$800.00	
12	Overtime Multiplier	As needed	Hour	x1.5		X1.5	
13	Weekend Multiplier	As needed	Hour	x2		X2	
14	EMERGENCY TREE PRUNINGS/AND OR REMOVAL INCLUDES SKYWORKER, CHIPPER, DUMP TRUCK AND MINIMUM OF TWO (2) WORKERS PER HOUR DAILY WITH A FOUR (4) HOUR REPOSE TIME	100	Hour	\$1,000.00		\$595.00	
OTHER SERVICES							
15	NON-EMERGENCY TREE PRUNINGS/AND OR REMOVAL INCLUDES SKYWORKER, CHIPPER, DUMP TRUCK AND MINIMUM OF TWO (2) WORKERS PER HOUR DAILY WITH A TWO WEEK RESPONSE TIME	200	Hour	\$750.00		\$494.00	
16	CRANE RENTAL SERVICES REQUIRING USE OF A MINIMUM OF 80' LIFT						
	SPECIFY SIZE OF CRANE:	As needed	Hour	\$200.00		\$200.00	
17	Tree Condition Assessment by GA Certified Arborist	10	Each **	\$350.00		\$300.00	

Note: A certified arborist is required to be on call when all Tree Cutting, Pruning and Removal operations associated with roadways, bridges, drainage structures, and roadside vegetation and aesthetics is being performed. The ISA Certified Arborist can be the Contractor, a member of Contractor's staff or be outsourced via a subcontractor. The Contractor must provide the certification for the individual and the individual's name, company, representing (if applicable) and contact information including address, phone number(s) and email address.

Tree Trimming / Pruning

				BIG DOG		Augusta Engineering	
				UNIT PRICE	Total PRICE	UNIT PRICE	Total PRICE
Urban Areas				(\$)	(\$)	PRICE (\$)	(\$)
1	Trimming Urban areas tree (such as Broad St, Green Street, Walton Way Corridors)	2-Jan	day	\$3,500.00		\$3,250.00	
1a	Trimming Urban areas tree (such as Broad St, Green Street, Walton Way Corridors)	1	day	\$6,500.00		\$6,500.00	
Sub Urban Areas							
2	Trimming Suburban areas tree (such as outside City limits)	2-Jan	day	\$3,500.00		\$2,750.00	
2b	Trimming Suburban areas tree (such as outside City limits)	1	day	\$6,500.00		\$5,500.00	

DAY * assume eight (8) hour work day

Each ** include a tree condition assessment and letter report

				ATLANTA PREMIER		Augusta Engineering	
				UNIT PRICE		Proposed Unit Fees	
ITEM NO	DESCRIPTION	EST. QUANTITY	UNIT OF MEASURE	UNIT PRICE (\$)	Total PRICE (\$)	UNIT PRICE (\$)	Total PRICE (\$)
Routine Tree Management Services							
1	Tree Removal, 1" to 12"	15	Each	\$695.00		\$695.00	
1a	Stump Grinding	15	Each	\$100.00		\$75.00	
2	Tree Removal, 13" to 18"	20	Each	\$995.00		\$995.00	
2a	Stump Grinding	20	Each	\$175.00		\$100.00	
3	Tree Removal, 19" to 24"	20	Each	\$2,395.00		\$1,850.00	
3a	Stump Grinding	20	Each	\$275.00		\$100.00	
4	Tree Removal, 25" to 30"	20	Each	\$3,395.00		\$2,000.00	
4a	Stump Grinding	20	Each	\$375.00		\$200.00	
5	Tree Removal, 31" to 36"	20	Each	\$4,395.00		\$3,000.00	
5a	Stump Grinding	20	Each	\$450.00		\$300.00	
6	Tree Removal, 37" to 48"	15	Each	\$5,395.00		\$5,000.00	
6a	Stump Grinding	15	Each	\$550.00		\$500.00	
7	Tree Removal, 49" to 60"	15	Each	\$6,995.00		\$6,000.00	
7a	Stump Grinding (	15	Each	\$700.00		\$600.00	
8	Tree Removal, 61" and up	10	Each	\$8,395.00		\$8,000.00	
8a	Stump Grinding	10	Each	\$850.00		\$800.00	
Emergency Response Service							
9a	Cost per piece approved equipment	As needed	Hour	\$75.00		\$75.00	
9b	Cost per approved crew member	As needed	Hour	\$105.00		\$90.00	
9c	Supervisor	As needed	Hour	\$115.00		\$110.00	
10	Traffic Control – Street closures, Lane closures and detours on Arterial Roadway	45	Each	\$2,000.00		\$2,000.00	
11a	Cost per piece approved equipment	EA	DAY *	\$400.00		\$400.00	
11b	Cost per approved crew member	As needed	DAY *	\$760.00		\$720.00	
11c	Supervisor	As needed	DAY *	\$840.00		\$800.00	
12	Overtime Multiplier	As needed	Hour	x1.5		X1.5	
13	Weekend Multiplier	As needed	Hour	x2		X2	
14	EMERGENCY TREE PRUNINGS/AND OR REMOVAL INCLUDES SKYWORKER, CHIPPER, DUMP TRUCK AND MINIMUM OF TWO (2) WORKERS PER HOUR DAILY WITH A FOUR (4) HOUR REPOSE TIME	100	Hour	\$595.00		\$595.00	
OTHER SERVICES							
15	NON-EMERGENCY TREE PRUNINGS/AND OR REMOVAL INCLUDES SKYWORKER, CHIPPER, DUMP TRUCK AND MINIMUM OF TWO (2) WORKERS PER HOUR DAILY WITH A TWO WEEK RESPONSE TIME	200	Hour	\$495.00		\$494.00	
16	CRANE RENTAL SERVICES REQUIRING USE OF A MINIMUM OF 80' LIFT						
	SPECIFY SIZE OF CRANE:	As needed	Hour	\$250.00		\$200.00	
17	Tree Condition Assessment by GA Certified Arborist	10	Each **	\$250.00		\$300.00	

Note: A certified arborist is required to be on call when all Tree Cutting, Pruning and Removal operations associated with roadways, bridges, drainage structures, and roadside vegetation and aesthetics is being performed. The ISA Certified Arborist can be the Contractor, a member of Contractor's staff or be outsourced via a subcontractor. The Contractor must provide the certification for the individual and the individual's name, company representing (if applicable) and contact information including address, phone number(s) and email address.

Tree Trimming / Pruning

Tree Trimming / Pruning				ATLANTA PREMIER		Proposed Unit Fees.	
				UNIT PRICE	Total PRICE	UNIT	Total PRICE
				(\$)	(\$)	PRICE (\$)	(\$)
1	Trimming Urban areas tree (such as Broad St, Green Street, Walton Way Corridors)	2-Jan	day	\$3,250.00		\$3,250.00	
1a	Trimming Urban areas tree (such as Broad St, Green Street, Walton Way Corridors)	1	day	\$6,500.00		\$6,500.00	
Sub Urban Areas							
2	Trimming Suburban areas tree (such as outside City limits)	2-Jan	day	\$2,750.00		\$2,750.00	
2b	Trimming Suburban areas tree (such as outside City limits)	1	day	\$5,500.00		\$5,500.00	

DAY * assume eight (8) hour work day

Each ** include a tree condition assessment and letter report



ENGINEERING & ENVIR. SCVS. DEPARTMENT

Hameed Malik, Ph.D., P.E., Director

MEMORANDUM

TO: Ms. Geri Sams, Director - Procurement

FROM: Hameed Malik, Ph.D., PE, Director- Engineering

DATE: Thursday, July 7, 2023

SUBJECT: Augusta Right-of-Way & Other Areas Trees Management and Trees Removal
For Augusta, GA Engineering & Environmental Services Department
RFP 23-252
File Reference: 23-014(A)

It is supplement recommendation of Augusta Engineering (AE) to award the Augusta's Right-of-Way & Other Areas Trees Management and Trees Removal contract (RFP 23-252) to Big Dog Stump & Tree and Atlanta Premier Tree Solution, LLC. On May 22, 2023 AE made recommendation entering fee negotiation with both recommended contractor. Fee negotiation is complete now and final unit fee rates are attached.

AE is preparing a contract award agenda item for Augusta Commission action. Award is contingent upon receipt of signed contract and proper Insurance document.

Should you require additional information, please do not hesitate to contact me at (706)796-5040.

Thank you.

/hm

cc: Darrell White & Nancy Williams, Procurement Department
Lewis Avery, CPA, Engineering Assistant Director – Finance & Admin
Charlie Gay, Engineering Assistant Director - Maintenance
June Hamal, Associate Director Construction & Program Delivery
Program File

23-252 Right of Way and Other Areas Trees Management and Trees Removal Services Fee Proposal

ITEM NO	DESCRIPTION	EST. QUANTITY	UNIT OF MEASURE
Routine Tree Management Services			
1	Tree Removal, 1” to 12”	15	Each
1a	Stump Grinding	15	Each
2	Tree Removal, 13” to 18”	20	Each
2a	Stump Grinding	20	Each
3	Tree Removal, 19” to 24”	20	Each
3a	Stump Grinding	20	Each
4	Tree Removal, 25” to 30”	20	Each
4a	Stump Grinding	20	Each
5	Tree Removal, 31” to 36”	20	Each
5a	Stump Grinding	20	Each
6	Tree Removal, 37” to 48”	15	Each
6a	Stump Grinding	15	Each
7	Tree Removal, 49” to 60”	15	Each
7a	Stump Grinding (	15	Each
8	Tree Removal, 61” and up	10	Each
8a	Stump Grinding	10	Each
Emergency Response Service			
9a	Cost per piece approved equipment	As needed	Hour
9b	Cost per approved crew member	As needed	Hour
9c	Supervisor	As needed	Hour
10	Traffic Control – Street closures, Lane closures and detours on Arterial Roadway	45	Each
11a	Cost per piece approved equipment	EA	DAY *
11b	Cost per approved crew member	As needed	DAY *
11 c	Supervisor	As needed	DAY *
12	Overtime Multiplier	As needed	Hour
13	Weekend Multiplier	As needed	Hour
14	EMERGENCY TREE PRUNINGS/AND OR REMOVAL INCLUDES SKYWORKER, CHIPPER, DUMP TRUCK AND MINIMUM OF TWO (2) WORKERS PER HOUR DAILY WITH A FOUR (4) HOUR REPOSE TIME	100	Hour
OTHER SERVICES			
15	NON-EMERGENCY TREE PRUNINGS/AND OR REMOVAL INCLUDES SKYWORKER, CHIPPER, DUMP TRUCK AND MINIMUM OF TWO (2) WORKERS PER HOUR DAILY WITH A TWO WEEK RESPONSE TIME	200	Hour
16	CRANE RENTAL SERVICES REQUIRING USE OF A MINIMUM OF 80’ LIFT SPECIFY SIZE OF CRANE: _____	As needed	Hour
17	Tree Condition Assessment by GA Certified A	10	Each **

Note: A certified arborist is required to be on call when all Tree Cutting, Pruning and Removal operations associated with roadways, bridges, drainage structures, and roadside vegetation and aesthetics is being performed. The ISA Certified Arborist can be the Contractor, a member of Contractor’s staff or be outsourced via a subcontractor. The Contractor must provide the certification for the individual and the individual’s name, company representing (if applicable) and contact information including address, phone number(s) and email address.

Tree Trimming / Pruning

Urban Areas			
1	Trimming Urban areas tree (such as Broad St, Green Street, Walton Way Corridors)	1/2	day
1a	Trimming Urban areas tree (such as Broad St, Green Street, Walton Way Corridors)	1	day
Sub Urban Areas			
2	Trimming Suburban areas tree (such as outside City limits)	1/2	day
2b	Trimming Suburban areas tree (such as outside City limits)	1	day

16-Jun-23	20-Jun-23
Revision 2 Fee BIG DOG	Engineering Response Final Offered Rates
UNIT PRICE (\$) Comments	Comment
\$800.00	ok accepted
\$75.00	ok accepted
\$1,240.00	ok accepted
\$100.00	ok accepted
\$1,900.00 Error	\$1,850.00 Correction/accepted
\$100.00	ok accepted
\$2,000.00	ok accepted
\$200.00	ok accepted
\$3,000.00	ok accepted
\$300.00	ok accepted
\$5,000.00	ok accepted
\$500.00	ok accepted
\$6,000.00	ok accepted
\$600.00	ok accepted
\$8,000.00	ok accepted
\$800.00	ok accepted
\$125.00	ok accepted
\$90.00	ok accepted
\$110.00	ok accepted
\$2,000.00	ok accepted
	accepted
\$1,000.00	ok accepted
\$720.00	ok accepted
\$800.00	ok accepted
X1.5	ok accepted
X2	ok accepted
\$900.00	ok accepted
\$650.00	Not Accepted
\$200.00	ok accepted
\$300.00	ok accepted

16-Jun-23	20-Jun-23
Revision 2 Fee BIG DOG	Engineering Response Final Offered Rates
UNIT PRICE (\$) Comments	UNIT PRICE (\$) Comment
\$3,375.00	ok accepted
\$6,500.00	ok accepted
\$3,500.00	Not accepted
\$6,500.00	Not accepted

EXHIBIT A

DAY * assume eight (8) hour work day

Each ** include a tree condition assessment and letter report

23-252 Right of Way and Other Areas Trees Management and Trees Removal Services
Fee Proposal

20-Jun-23

ITEM NO	DESCRIPTION	EST. QUANTITY	UNIT OF MEASURE
Routine Tree Management Services			
1	Tree Removal, 1” to 12”	15	Each
1a	Stump Grinding	15	Each
2	Tree Removal, 13” to 18”	20	Each
2a	Stump Grinding	20	Each
3	Tree Removal, 19” to 24”	20	Each
3a	Stump Grinding	20	Each
4	Tree Removal, 25” to 30”	20	Each
4a	Stump Grinding	20	Each
5	Tree Removal, 31” to 36”	20	Each
5a	Stump Grinding	20	Each
6	Tree Removal, 37” to 48”	15	Each
6a	Stump Grinding	15	Each
7	Tree Removal, 49” to 60”	15	Each
7a	Stump Grinding (	15	Each
8	Tree Removal, 61” and up	10	Each
8a	Stump Grinding	10	Each
Emergency Response Service			
9a	Cost per piece approved equipment	As needed	Hour
9b	Cost per approved crew member	As needed	Hour
9c	Supervisor	As needed	Hour
10	Traffic Control – Street closures, Lane closures and detours on Arterial Roadway	45	Each
11a	Cost per piece approved equipment	EA	DAY *
11b	Cost per approved crew member	As needed	DAY *
11 c	Supervisor	As needed	DAY *
12	Overtime Multiplier	As needed	Hour
13	Weekend Multiplier	As needed	Hour
14	EMERGENCY TREE PRUNINGS/AND OR REMOVAL INCLUDES SKYWORKER, CHIPPER, DUMP TRUCK AND MINIMUM OF TWO (2) WORKERS PER HOUR DAILY WITH A FOUR (4) HOUR REPONSE TIME	100	Hour
OTHER SERVICES			
15	NON-EMERGENCY TREE PRUNINGS/AND OR REMOVAL INCLUDES SKYWORKER, CHIPPER, DUMP TRUCK AND MINIMUM OF TWO (2) WORKERS PER HOUR DAILY WITH A TWO WEEK RESPONSE TIME	200	Hour
16	CRANE RENTAL SERVICES REQUIRING USE OF A MINIMUM OF 80’ LIFT		
	SPECIFY SIZE OF CRANE: _____	As needed	Hour
17	Tree Condition Assessment by GA Certified Arborist	10	Each **

Note: A certified arborist is required to be on call when all Tree Cutting, Pruning and Removal operations associated with roadways, bridges, drainage structures, and roadside vegetation and aesthetics is being performed. The ISA Certified Arborist can be the Contractor, a member of Contractor’s staff or be outsourced via a subcontractor. The Contractor must provide the certification for the individual and the individual’s name, company representing (if applicable) and contact information including address, phone number(s) and email address.

Tree Trimming / Pruning

Urban Areas

1	Trimming Urban areas tree (such as Broad St, Green Street, Walton Way Corridors)	1/2	day
1a	Trimming Urban areas tree (such as Broad St, Green Street, Walton Way Corridors)	1	day
Sub Urban Areas			
2	Trimming Suburban areas tree (such as outside City limits)	1/2	day
2b	Trimming Suburban areas tree (such as outside City limits)	1	day

DAY * assume eight (8) hour work day
Each ** include a tree condition assessment and letter report

FINAL OFFERED & ACCEPTED FEE	
Final Offered UNIT PRICE (\$)	Comment by Atlanta Premier
\$695.00	ok
\$75.00	ok
\$995.00	ok
\$100.00	ok
\$1,900.00	ok
\$100.00	ok
\$2,375.00	ok
\$225.00	ok
\$3,250.00	ok
\$335.00	ok
\$5,000.00	ok
\$500.00	ok
\$6,125.00	ok
\$600.00	ok
\$8,000.00	ok
\$800.00	ok
\$75.00	ok
\$95.00	ok
\$110.00	ok
\$2,000.00	ok
\$400.00	ok
\$720.00	ok
\$800.00	ok
X1.5	ok
X2	ok
\$595.00	ok
\$495.00	ok
\$200.00	ok
\$300.00	ok
FINAL OFFERED & ACCEPTED FEE	
Final Offered UNIT PRICE (\$)	Comment by Atlanta Premier
\$3,250.00	ok
\$6,500.00	ok
\$3,000.00	ok
\$6,000.00	ok

SOUTHERN TREE REMOVAL
141 HAMMOND PL CIRCLE
NORTH AUGUSTA, SC 29841

BIG DOG STUMP & TREE, INC.
237 SETTLEMENT RD.
AUGUSTA, GA 30907

EMPIRE TREE & TURF
2704 GORDON HWY
AUGUSTA, GA 30909

STALLION TREE SERVICE
4297 TRIANGLE INDUSTRIAL DR
EVANS, GA 30809

SCOTTS LAWN SERVICE
2013 FRANKE CT,
AUGUSTA, GA 30909

EBEN GRAYS TREE SERVICE
221 WICKHAM TRAIL
APPLING, GA 30802

WILKERSON'S TREE SERVICE
2022 OLIVE RD.
AUGUSTA, GA 30906

TREE DOCTOR TREE SERVICE
PO BOX 474
HEPHZIBAH, GA 30815

SOUTHERN GRIND STUMP
1940 DUNHAM COURT
AUGUSTA, GA 30906

OTIS TREE SERVICE
ATTN: TONY OTIS
1510 BRYANT DRIVE
LOUISVILLE, GA 30434

WILKERSON'S TREE SERVICE
2022 OLIVE RD,
AUGUSTA, GA 30906

BARTLETT TREE EXPERTS
1810 A WYLDs ROAD
AUGUSTA, GA 30909

BREWER STUMP AND TREE
2564 FOSTER SPROUSE
THOMSON, GA 30824

THE AUGUSTA STUMP REMOVER
1884 MCDADE RD,
AUGUSTA, GA 30906

DAVENPORT TREE SERVICE
3622 CHESTERFIELD DRIVE
AUGUSTA, GA 30906

THE ABORY TREE SERVICE
1417 SAND BAR FERRY RD.
BEECH ISLAND, SC 29842

5 STAR TREE SERVICE
881 CURRYTOWN RD.
NORTH AUGUSTA, SC 29860

AUGUSTA TREE SERVICE PROS
1820 WRIGHTSBORO RD.
AUGUSTA, GA 30904

Mary Miller
PWXPress
1900 Coffeeport Rd
Jacksonville, FL 32208

JUNE HAMAL
ENGINEERING DEPARTMENT

HAMEED MALIK
ENGINEERING DEPARTMENT

PHYLLIS JOHNSON
COMPLIANCE

RFP ITEM #23-252
AUGUSTA RIGHT-OF-WAY & OTHER
AREAS TREE MANAGEMENT AND TREE
REMOVAL FOR AUGUSTA, GA –
ENGINEERING DEPARTMENT
DUE: TUE, JULY 26, 2022 @ 11:00 A.M

RFP ITEM #23-252
AUGUSTA RIGHT-OF-WAY & OTHER
AREAS TREE MANAGEMENT AND TREE
REMOVAL FOR AUGUSTA, GA –
ENGINEERING DEPARTMENT
MAI:

23-252

[illegible]

SOUTHEAST LLC 2023-03-09			
YELLOWSTONE LANDSCAPE - SOUTHEAST LLC 2023-03-09	jbarnes@yellowstonelandscape.com YELLOWSTONE, YELLOWSTONE		
YELLOWSTONE LANDSCAPE - SOUTHEAST LLC 2023-03-09	mpullen@yellowstonelandscape.com MPULLEN65, MPULLEN65		
YELLOWSTONE LANDSCAPE - SOUTHEAST LLC 2023-03-09	rmangham@yellowstonelandscape.com Mangham, Rod		
YELLOWSTONE LANDSCAPE - SOUTHEAST LLC 2023-03-09	rtetrault@yellowstonelandscape.com RTETRAULT, RTETRAULT		
Zamora Tree Service 2023-03-09	Zamoratree@gmail.com Zamora, Eric	N	NOM
Zamora Tree Service 2023-03-09	Zamoratree@gmail.com Zamora, Gerald		
secure qauality enterprise 2023-03-09	armond.smith3@gmail.com Smith, Armond	N	NOM
universal landscaping llc 2023-03-09	ulandscapes@yahoo.com spires, chalandria	N	NOM

ETHNIC GROUP	COUNT
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African American	20
Asian American	4
Native American	5
Hispanic/Latino	1
Pacific Island/American	0
Non Minority	310
Not Classified	0
Total Number of Vendors	340
Total Number of Contacts	629

[PR_bid_email_list](#)

Planholders

[Add Supplier](#)[Export To Excel](#)

Supplier (8)

Supplier 	Download Date
Atlanta Premier Tree Solutions LLC	03/19/2023
Bearded Chef	03/14/2023
Blair construction	03/10/2023
Dodge Data	03/10/2023
H & H Concrete Finishing	03/10/2023
JK's All Season Lawn Care LLC	03/09/2023
NELTS, Inc.	03/20/2023
Onvia, Inc. - Content Department	03/09/2023

[Add Supplier](#)

Supplier Details

Supplier Name	Atlanta Premier Tree Solutions LLC
Contact Name	Jeff Roth
Address	6065 Lake Oak Landing , Cumming, GA 30040
Email	office@chopmytree.com
Phone Number	404-252-6448

Documents

Filename	Type	Action
23-252_RFP	Bid Document / Specifications	View History

FYI: Process Regarding Request for Proposals

Sec. 1-10-51. Request for proposals.

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.
- (b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.
- (c) Proposals shall be open for public inspection only after the award is made.
- (d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.
- (e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.
- (f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
- (g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-52. Sealed proposals.

- (a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for

obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).
- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.
- (d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.
- (e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

- (f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.
- (g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

- (1) The ability, capacity, and skill of the offeror to perform the contract or

provide the services required;

- (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
 - (4) The quality of performance on previous contracts;
 - (5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
 - (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;
 - (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
 - (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
 - (i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.
 - (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions,

additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.

- (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.

From: Hameed Malik <HMalik@augustaga.gov>

Sent: Friday, September 1, 2023 4:18 PM

To: Charles Jackson <cmjackson@augustaga.gov>; Timothy Schroer <TSchroer@augustaga.gov>; Lewis Avery <LAvery@augustaga.gov>

Cc: Donna Williams <DWilliams@augustaga.gov>; Takiyah A. Douse <TDouse@augustaga.gov>

Subject: RE: Augusta ROW & Other Trees Management & Tree Removal Contract RFP 23-252

AT present no funds available to Engineering for Tree Management. We exhausted approved allocations.

With assumption that Augusta Commission will approve SPLOST 8 revised allocation on Tuesday, 9/5/23, You can allocate \$250,000-SPLOST 8 ROW Tree Management.

Thanks



Commission Meeting

Meeting Date: October 3, 2023

Augusta Street Lighting Condition Assessment and Upgrade Need

For Augusta, GA Engineering & Environmental Services Department

File Reference: 23-014 (A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve Authorizing Augusta Engineering & Environmental Services Department Soliciting Qualification Based Proposals for Conducting Audit, Condition Assessment, and Operational Assessment of presently Augusta's owned Street Lighting/Outdoor Lighting Facilities (Overhead Lighting, Fixtures & Associated Items) and Accordingly Developing Potential Energy Saving Upgrades & Operational Program. Requested by Engineering
Background:	The Augusta Streetlighting current system consists of underground and above ground streetlight equipment and materials throughout Richmond County and comprises approximately Augusta's owned 6,000 lights in the public right-of-way. It is an aging lighting system and the Condition Assessment audit of streetlighting fixtures installed at pole locations throughout Richmond County is warranted to ensure safe and cost effective operations. The purpose of the audit is to confirm and update findings from a previous 2015 report and determine new findings for any additional fixtures installed in the interim.
Analysis:	The proposed concept is to develop a program that will provide the Augusta Engineering & Environmental Services Department, Traffic Engineering Division a package of streetlight monitoring, maintenance, and support services 24 hours a day, 7 days a week, 365 days a year for the entire system. Selected proposer will conduct a lighting equipment study to assess the inventory of the city-owned streetlights. The study will assess the number, location, and quality of the City's current outdoor lighting assets. Vendor will offer a centralized lighting management system with network lighting controls and necessary base stations or gateway to monitor the systems performance.
Financial Impact:	Streetlighting Program Enhancement ARPA Funds.
Alternatives:	Not proposed.

Recommendation: Approve Authorizing Augusta Engineering & Environmental Services Department Soliciting Qualification Based Proposals for Conducting Audit, Condition Assessment, and Operational Assessment of presently Augusta's owned Street Lighting/Outdoor Lighting Facilities (Overhead Lighting, Fixtures & Associated Items) and Accordingly Developing Potential Energy Saving Upgrades & Operational Program. Requested by Engineering

Funds are available in the following accounts: 230-041260 Streetlighting Program Enhancement ARPA Funds

REVIEWED AND HM/SR
APPROVED BY:



Commission Meeting

October 3, 2023

Funding to replace irrigation system

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve funding to replace irrigation system for the entire length of Henry Street. (Requested by Commissioner Catherine McKnight)
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

October 3, 2023

Aaron Matthews

Department:	N/A
Presenter:	N/A
Caption:	Consider a request from Mr. Aaron Matthews regarding a property tax abatement for the property located adjacent to Matthews Motors at 1365 Gordon Highway. (No recommendation from Finance Committee September 26, 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	9/26/23

Contact Information for Individual/Presenter Making the Request:

Name: Aaron Matthews
 Address: 399 Boy Scout Rd Augusta, GA 30909
 Telephone Number: 706-831-6452
 Fax Number: _____
 E-Mail Address: aaron.m@matthewsmotors.org

Caption/Topic of Discussion to be placed on the Agenda:

Seeking property tax abatement for the old motel next to our company
Matthews Motors at 1365 Gordon Hwy. Current building is worth
nothing and is under the process of being demolished. This property was
purchased last year by our family with the intent to expand our business &
help clean up one of the gateways to our city at Gordon Hwy & Molly Pond Rd.

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.

Official Tax Matter - 2023 Tax Year

This correspondence constitutes an official notice of ad valorem assessment for the tax year shown above.

Annual Assessment Notice Date: 07/07/2023

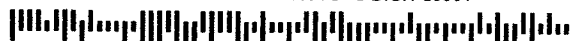
Last date to file a written appeal: 08/21/2023

***** This is not a tax bill - Do not send payment *****

Property Records/On-line Appeal Filing at: augustarichmondtaxassessor.com

0730038000

13786482-15474-1 1 2 *****AUTO**5-DIGIT 30901



MATTHEWS PROPERTY HOLDINGS LLC
209 7TH ST FL 3
AUGUSTA GA 30901-1486

The amount of your ad valorem tax bill for the year shown above will be based on the **Appraised** (100%) and **Assessed** (40%) values specified in **BOX 'B'** of this notice. **You have the right to submit an appeal regarding this assessment to the County Board of Tax Assessors.** If you wish to file an appeal, you must do so in writing no later than 45 days after the date of this notice. If you do not file an appeal by this date, your right to file an appeal will be lost. Appeal forms which may be used are available at <https://dor.georgia.gov/documents/property-tax-appeal-assessment-form>.

At the time of filing your appeal you must select one of the following appeal methods:

A

- (1) County Board of Equalization (value, uniformity, denial of exemption, or taxability)
- (2) Arbitration (value)
- (3) County Hearing Officer (value or uniformity, on non-homestead real property or wireless personal property valued, in excess of \$500,000)

All documents and records used to determine the current value are available upon request. For further information regarding this assessment and filing an appeal, you may contact the county Board of Tax Assessors which is located at 535 Telfair St Room 120 Augusta, GA 30901. Your staff contacts are Nancy Greer (706) 821-2310 and Kyle Josey (706) 821-2312.

Additional information on the appeal process may be obtained at <https://dor.georgia.gov/property-tax-real-and-personal-property>

	Account Number	Property ID Number	Acreage	Tax Dist	Covenant Year	Homestead
		0730038000	5.99	002		NO
	Property Description		1365 GORDON HWY			
	Property Address		1365 GORDON HWY 30901			
		Taxpayer Returned Value	Previous Year Fair Market Value	Current Year Fair Market Value	Current Year Other Value	
B	100% Appraised Value	0	763,950	800,000	0	
	40% Assessed Value	0	305,580	320,000	0	

REASONS FOR ASSESSMENT NOTICE

ADJUST TO PURCHASE PRICE FOR 1 YEAR
STRUCTURE CHARACTERISTICS UPDATED

The estimate of your ad valorem tax bill for the current year is based on the previous or most applicable year's millage rate and the fair market value contained in this notice. The actual tax bill you receive may be more or less than this estimate. This estimate may not include all eligible exemptions.

	Taxing Authority	Other Exempt	Homestead Exempt	Net Taxable Value	Millage	Estimated Tax
C	County Operations			320,000	.007986	2,555.52
	County-Cap			320,000	.000637	203.84
	School M&O			320,000	.017650	5,648.00
	Fire - County			320,000	.001733	554.56
	STLC				0	107.36
	Solid Waste				0	320.50

Total Estimated Tax

9,389



Commission Meeting

October 3, 2023

Approve honorary name designation of Frank Yerby St to Hall St

Department:	Information Technology
Presenter:	Evelyn Chanti, Information Technology GIS Manager
Caption:	Approve assigning the honorary name designation of Frank Yerby St to Hall Street.
Background:	Corey Rogers, on behalf of The Lucy Craft Laney Museum of Black History, initiated a request for an honorary road name designation for Hall St to honor author Fran Garvin Yerby. The request has been endorsed by Commissioner Jordan Johnson and Commissioner Francine Scott.
Analysis:	Frank Garvin Yerby was one of the most prolific authors of the 20 th Century. He sold an estimated 60 million copies of his 33 novels. He had 12 New York Times Best Sellers. Three of his books were turned into movies. He was born and lived on and near Hall Street. The honorary designation request meets requirements for cultural, historical, area lineage, and/or distinguished career justification, in addition to its geographic affiliation. Living status: deceased.
Financial Impact:	The cost for road signs was waived by Traffic Engineering. One road sign to be placed at the intersection of Hall St and Eighth St
Alternatives:	N/A
Recommendation:	Approve assigning the honorary designation of Frank Yerby St to Hall St.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



IT-GIS Division
Honorary Road Naming Request

Click [here](#) for general guidelines

Honorary Designations allow citizens the opportunity to honor people that have made significant contributions to the Augusta Richmond County community. Honorary designations can be made in memory of an individual. Honorary road names will be displayed for a ten (10) year period. The sign will then be turned over to the individual that applied for the naming, unless renewed. IT-GIS will only accept a maximum of ten (10) designations per calendar year. Road designations will be determined on a case by case basis

Applicant Information

Date * 7/28/2023

Applicant * The Lucy Craft Laney Museum of Black History

Property Owner/Other * ☐ Property Owner
☒ Other

Other

Mailing Address *

Street Address	
1116 Phillips Street	
Address Line 2	
City	State / Province / Region
Augusta	GA
Postal / Zip Code	Country
30901	United States

Phone Number * 7067243576

Email * ocur761@gmail.com

Request Information

Type Of Request * ☒ Honorary Name Addition

Road Ownership * ☒ Public
☐ Private
☐ State

Current Road Name * Hall Street

**Proposed Honorary
Road Name *** Frank Yerby Street

**A) Alternate Honorary
Road Name**

**Number of Honorary
Road Name Signs *** 1

Location Of Road

Point of Beginning 8th Street

Point of Ending Dead End

Reason For Proposed Request

Reason For Request Frank Garvin Yerby was one of the most prolific authors of the 20th Century. He sold an estimated 60 million copies of his 33 novels. He had 12 New York Times Best Sellers. Three of his books were turned into movies. He was born and lived on and near Hall Street.

CAPTION

Commissioner Endorsement for the honorary road name of Frank Yerby St to Hall St in Augusta GA 30901.

ANALYSIS

Applicant, Corey Rogers, of The Lucy Laney Museum of Black History, requests Commissioner endorsement for the abovementioned honorary road naming.

Commissioner Endorsement Signatures

I hereby do approve the Honorary Designation of Frank Yerby St to Hall St.



District 1, Commissioner Jordan Johnson



Super District 9, Commissioner Francine Scott

Hall St - Honorary Name Sign



Parcel
Lines

0 0.01 0.02 Miles

Augusta, GA Disclaimer: The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the consolidated government of Augusta, GA and the companies contracted to develop these data assume no legal responsibilities for information or accuracy contained on this map. It is strictly forbidden to sell or reproduce or data for any reason without the written consent of the Augusta-Richmond County

RESOLUTION

WHEREAS: Corey Rogers, of the Lucy Laney Museum of Black History, on behalf of the Augusta community, initiated a request for an Honorary Road Name Designation for a portion of Hall Street; From Eighth Street to Dean End.

WHEREAS: It is proposed that a portion of Hall Street be assigned an honorary name of Frank Yerby Street, not altering the official name Hall Street;

WHEREAS: The honorary designation request does meet requirements for cultural, historical, humanitarian, area lineage and/or distinguished career justification, in addition to its geographic affiliation;

WHEREAS: This honorary designation request is being made to honor the significance Frank Garvin Yerby has made to the Richmond County community for his prolific and remarkable career;

NOW THEREFORE, BE IT RESOLVED BY THE AUGUSTA COMMISSION:

THEREFORE: Let it be known that Augusta, Georgia does hereby assign to Hall Street the honorary name of Frank Yerby Street. Traffic Engineering is to be notified of the honorary designation and the requested road signs should be erected accordingly.

Lena Bonner, Clerk of Commission

Garnett L. Johnson, Mayor

Tameka Allen, Information Technology

CERTIFICATE

The undersigned qualified and acting Clerk of the Augusta Commission certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Augusta Commission held on _____.

Lena Bonner, Clerk of Commission

Date



Commission Meeting

October 3, 2023

Webster Detention Center conditions and treatment of inmates

Department:	N/A
Presenter:	N/A
Caption:	Discussion concerning facility conditions and treatment of inmates at the Charles B. Webster Determine Center. (Requested by Commissioner Catherine McKnight)
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: Catherine McKnight <catherinesmithmcknight@yahoo.com>
Sent: Tuesday, August 22, 2023 1:44 PM
To: Lena Bonner
Subject: [EXTERNAL] Public Safety Agenda Item

Ms Bonner,

I would like to place on the Public Safety Committee a discussion concerning facility conditions and treatment of inmates at the Charles B. Webster Determine Center.

Respectfully,

Commissioner McKnight

[Sent from Yahoo Mail for iPhone](#)

[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

October 3, 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