



COMMISSION MEETING AGENDA

Commission Chamber
Tuesday, March 18, 2025
2:00 PM

INVOCATION

Reverend Kimberly E. Dunn, Associate Rector, Saint Paul's Church

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

RECOGNITION(S)

- A. **Congratulations!** 2025 February Years of Service (YOS) 25–50-year recipients.
- B. Congratulations! George P. Butler Bulldogs on your 2024-2025 Georgia State High School State Champions. (**Requested by Commissioner Tony Lewis**)

DELEGATION(S)

- C. **Mr. Moses Todd** from I Love Augusta Inc. discuss Charter Review Committee/charter review.

CONSENT AGENDA

(Items 1-27)

PLANNING

- 1. **Final Plat – S-960 – Brittany Oaks** – A request for concurrence with the Augusta Planning Commission to APPROVE a petition by Southern Partners, Inc. on behalf of TBR Townhomes LLC requesting final plat approval for Brittany Oaks containing 194 lots, located at 3303 Firestone Drive. Tax Map # 141-0-004-04-0. *Reviewing agency approval 01/29/2025*
- 2. **Final Plat – S-952 – Worthington** – A request for concurrence with the Augusta Planning Commission to APPROVE a petition by Civil Engineering of Columbia on behalf of GSH Land Fund LLC requesting final plat approval for Worthington containing 85 lots, located at 2523 Tobacco Road. Tax Map # 141-0-538-05-0. *Reviewing agency approval 02/24/2025*
- 3. **Z-25-03** – A request for concurrence with the Augusta Planning Commission to APPROVE a petition by JBC Construction on behalf of Jeb Boggus Properties LLC requesting a rezoning from zones A (Agricultural), LI (Light Industrial), and R-MH (Manufactured Home Residential) to zone R-1D (One-Family Residential) to construct a mixed-use development, affecting 34.9 acres out of a 44.99 acre tract located at 3601, 3605, 3615, 3625, and 3635 Mike Padgett Highway. Tax Map #'s 157-0-012-01-0, 157-0-012-00-0, 157-0-011-00-0, 157-0-011-01-0, & 157-0-009-00-0
- 4. **Z-25-04** – A request for concurrence with the Augusta Planning Commission to APPROVE a petition by JBC Construction on behalf of Jeb Boggus Properties LLC requesting a rezoning from zones A (Agricultural), LI (Light Industrial), and R-MH (Manufactured Home Residential) to zone

B-2 (General Business) to construct a mixed-use development, affecting 10.09 acres out of a 44.99 acre tract located at 3601, 3605, 3615, 3625, and 3635 Mike Padgett Highway. Tax Map #'s 157-0-012-01-0, 157-0-012-00-0, 157-0-011-00-0, 157-0-011-01-0, & 157-0-009-00-0.

- 5.** **Z-25-05** – A request for concurrence with the Augusta Planning Commission to APPROVE a petition by David L. Harden requesting a rezoning from zones R-1E (One-Family Residential) and B-2 (General Business) to zone B-2 (General Business) to establish a bistro, plant nursery, garden center, petting zoo, event space, and campsite, affecting properties containing approximately 5.62 acres located at 1813 and 1815 Kissingbower Road. Tax Map #'s 057-3-137-02-0 & 057-3-139-01-0.
- 6.** **Z-25-06**-A request for concurrence with the Augusta Planning Commission to APPROVE a petition by Darius Jamschidian on behalf of CSRA Economic Opportunity Authority Inc. requesting a rezoning from zone P-1 (Professional/Office) to zone R-3C (Multiple-Family Residential) to develop apartments, affecting properties containing approximately 0.16 acres, located at 343 Telfair Street. Tax Map # 047-4-068-00-0.

PUBLIC SERVICES

- 7.** **Motion to approve allowing the Administrator to meet with Dr. Lee A. Donohue, MD, FACP, District Health, Director** Georgia Department of Public Health / East Central Health District 6 regarding additional funding for the Mosquito Control program and bring back a proposal at the Commission March 18, 2025 meeting. **(Approved by Public Services Committee March 11, 2025)**
- 8.** Motion to **approve** the purchase of two (2) Paratransit Cutaway Vehicles from Model 1 Commercial Vehicles of College Park Georgia. **(Approved by Public Services Committee March 11, 2025)**
- 9.** Motion to **approve** A.N. 25-11 – Existing Location, New Ownership: Retail Package Beer and Wine, Prayashkumar Patel applicant for Bhalabhai, LLC DBA Joy Food Mart, 3011 Wheeler Road. District 7, Super District 10**(Approved by Public Services Committee March 11, 2025)**
- 10.** Motion to **approve** A.N. 25-12 – Existing Location, New Ownership: Retail Package Beer and Wine, Iqbal H. Mohammed applicant for Get N Go, 2350 Windsor Spring Road, District 6, Super District 10 **(Approved by Public Services Committee March 11, 2025)**
- 11.** Motion to **approve** A.N. 25-14 – New Location: Consumption on Premises Liquor, Beer and Wine with Sunday Sales, James G. James applicant for JLK Group Holdings, located at 2163 Central Ave, District 1, Super District 9. **(Approved by Public Services Committee March 11, 2025)**
- 12.** Motion to **approve** request from **Ms. Bridget Lynch** for **The Fatty Marsha Foundation** fee waiver for venue and stage rental fees for use of the Augusta Common for Fall Wine Festival on Saturday, October 11th from 2:30pm - 7pm.**(Approved by Public Services Committee March 11, 2025)**

ADMINISTRATIVE SERVICES

- 13.** Motion to approve Recommendation of Award for RFP 24-237 Wellness Center Services. After a thorough evaluation process, the evaluation committee recommends the following awards: **CareATC**. The award recommendation is for a 3-year contract with the option to extend for two (2) additional one (1) year terms.**(Approved by Administrative Services Committee March 11, 2025)**

- 14.** Motion to approve City of Augusta's recertification in the Georgia Municipal Association's City of Ethics Program. **(Approved by Administrative Services Committee March 11, 2025)**

ENGINEERING SERVICES

- 15.** Motion to **approve** the deed of dedications, maintenance agreements, and road resolutions submitted by the Engineering Department and the Augusta Utilities Department for Captains Corner, Phase 2. **(Approved by Engineering Services Committee March 11, 2025)**
- 16.** Motion to **approve** supplement funding (supplement 4) in amount not to exceed \$15.0 million for Hurricane Helene Debris Removal services with Ceres Environmental Services, Inc. Also approve use of General Fund fund-balance to fund these services. AE/ 24-915 **(Approved by Engineering Services Committee March 11, 2025)**
- 17.** Motion to **approve** supplement funding (supplement 5) in amount not to exceed \$3.728 million for Hurricane Helene Debris Removal Monitoring Services with Goodwyn, Mills & Cawood, Inc (GMC). Also approve use of General Fund fund-balance to fund these services. AE/ 24-916. **(Approved by Engineering Services Committee March 11, 2025)**
- 18.** Motion to **approve** allowing W.W. Williams to provide onsite technical services for #6 and #7 Diesel Engine for the period to include the Augusta National Tournament for a fee of \$45,731.80. **(Approved by Engineering Services Committee March 11, 2025)**

PUBLIC SAFETY

- 19.** MOTION TO APPROVE ADDITIONAL FUNDING REQUEST IN THE AMOUNT OF \$173,258 FROM THE FY25 JUVENILE JUSTICE INCENTIVE GRANT AWARD. **(Approved by Public Safety Services Committee March 11, 2025)**
- 20.** Motion to **approve** the extension of the existing 2024 MOU with Augusta University and the signing of the 2025 MOU for an internship program centered around environmental and smart city sensors and programs. **(Approved by Public Safety Services Committee March 11, 2025)**
- 21.** Motion to **approve** and award the Space Planning and Programming & Schematic Design for Richmond County Jail (Charles B. Webster Detention Center) to Treanor Inc. (RFQ 24-217) **(Approved by Public Safety Services Committee March 11, 2025)**
- 22.** Motion to **approve** a request by the Augusta Fire Department to use Elite Diesel of Augusta as the sole source vendor to make repairs on Aerial Truck 5 (AT-5). **(Approved by Public Safety Services Committee March 11, 2025)**
- 23.** Motion to **approve** a request from Chief Probate Judge Stacy Y. Johnson to add a \$10 fee to the court filing fees for each civil action filed with the court. **(Approved by Public Safety Services Committee March 11, 2025)**

APPOINTMENT(S)

- 24.** Motion to **approve** the appointment of Ms. Dianne Sprague to the Augusta Tree Commission representing District 10. **(Requested by Mayor Pro Tem Guilfoyle)**
- 25.** Motion to **approve** appointing Mr. James Stokes to the Augusta Public Transit Advisory Board representing District 7. **(Requested by Commissioner Tina Slendak)**
- 26.** Motion to **approve** the reappointment of Mr. Ben Morgan to the Augusta Public Transit Citizens Advisory Board **(Requested by Commissioner Francine Scott).**

PETITIONS AND COMMUNICATIONS

27. Motion to **approve** the minutes of the Augusta Commission meeting held March 4, 2025.

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

AUGUSTA COMMISSION
REGULAR AGENDA

(Items 28-42)

PUBLIC SERVICES

- 28. **Mr. Michael E. Spindler** requesting modification to taxi meters and rates. **(No recommendation from Public Services Committee March 11, 2025.)**
- 29. "Update - Homeless Taskforce " **(Requested by Commissioner Jordan Johnson)**
- 30. Establish a Study Committee to review and look into policies, procedures, and codes, as it relates to residential building. **(Requested by Commissioner Francine Scott)**

ADMINISTRATIVE SERVICES

- 31. Receive as information a presentation by the Urban Land Institute Technical Assistance Panel on recommendations for property at 401 Walton Way.
- 32. Update on the Marshal's Office salary increase request.

ENGINEERING SERVICES

- 33. Motion to approve the Memorandum of Agreement between Augusta, Georgia and the City of Blythe, Georgia Regarding Removal and Disposal of Debris related to Hurricane Helene.
- 34. Augusta Corporate Park Easement Deed and Lift Station Warranty Deed.

FINANCE

- 35. Motion to approve renewal of Augusta POL/EPL Insurance with Premium Quote for 2025 – 2026 POL/EPL coverage with MarshMcLennan Agency, current broker, through insurance carrier RSUI for a premium of \$70,760 (premium remained flat).
- 36. Request to approve Augusta Commercial Property Insurance coverage for 2025 offered through Affiliated FM, current carrier, for a premium of \$1,054,424 for full blanket coverage and limited flood coverage in flood prone areas.
- 37. Adopt updated funding timeline for Coliseum Authority Debt Service.

PUBLIC SAFETY

- 38. Discussion of issues pertaining to the 911 department. **(Requested by Commissioner Wayne Guilfoyle)**

APPOINTMENT(S)

- 39. Motion to **approve** appointing Commissioner Stacy Pulliam as an ex-officio member of the Commission to the Augusta Convention and Visitors Bureau. **(Requested by Mayor Pro Tem Wayne Guilfoyle)**

- 40.** Motion to **approve** the reappointment of Mr. Henry Middleton, to the Richmond county Board of Assessors **(Requested by Commissioner Francine Scott)**
- 41.** Motion to **consider** the recommendation of the Richmond County Board of Health to appoint Mary Ann Moores to the vacant member-at-large seat formerly held by Antonia Autry.

LEGAL MEETING

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



Commission Meeting

March 18, 2025

February Years of Service

Department:	N/A
Presenter:	N/A
Caption:	Congratulations! 2025 February Years of Service (YOS) 25–50-year recipients.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Arianna Young
Sent: Thursday, February 27, 2025 2:27 PM
To: Lena Bonner
Cc: Natasha L. McFarley; Dejon White; Shadonasty Palmer
Subject: February YOS Agenda Request
Attachments: 02-2025 YOS For 25-50 YOS Recipients Memo.pdf

Good afternoon Ms. Bonner,

Human Resources would like to request time to recognize our 2025 February Years of Service (YOS) 25–50-year recipients at the March 18, 2025, Commission Meeting. Attached with this email are the deserving recipients. When time permits, please confirm if you can add the Years of Service recognition to the agenda.

Kindly,

Arianna Young
Employee Relations Analyst I
Augusta-Richmond County
Human Resources Department
535 Telfair Street, Suite 400
Augusta, GA 30901
Office (706) 432-5348
Email ayoung1@augustaga.gov

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AED:104.1



Commission Meeting

March 18, 2025

Congratulations Butler Bulldogs!

Department:	N/A
Presenter:	N/A
Caption:	Congratulations! Georgia P. Butler Bulldogs on your 2024-2025 Georgia State High School State Champions. (Requested by Commissioner Tony Lewis)
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

March 18, 2025

Congratulations Butler Bulldogs!

Department:	N/A
Presenter:	N/A
Caption:	Congratulations! George P. Butler Bulldogs on your 2024-2025 Georgia State High School State Champions. (Requested by Commissioner Tony Lewis)
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

March 18, 2025

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Mr. Moses Todd from I Love Augusta Inc. discuss Charter Review Committee/charter review.
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: Moses Todd <iloveaug2024@gmail.com>
Sent: Thursday, March 13, 2025 8:55 AM
To: Lena Bonner
Subject: [EXTERNAL]

Ms. Bonner please put Moses Todd from I Love Augusta Inc. on the Tuesday agenda to discuss Charter review Committee/charterreview..

[**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

March 18, 2025

Item Name: **Final Plat – S-960**

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Final Plat – S-960 – Brittany Oaks</u> – A request for concurrence with the Augusta Planning Commission to APPROVE a petition by Southern Partners, Inc. on behalf of TBR Townhomes LLC requesting final plat approval for Brittany Oaks containing 194 lots, located at 3303 Firestone Drive. Tax Map # 141-0-004-04-0. <i>Reviewing agency approval 01/29/2025</i>
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

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

Case Number: Final Plat – Brittany Oak – S-960

Hearing Date: Monday, March 3, 2025

Applicant: Southern Partners, Inc.

Property Owner: TBR Townhomes LLC

Property Address: 3303 Firestone Drive

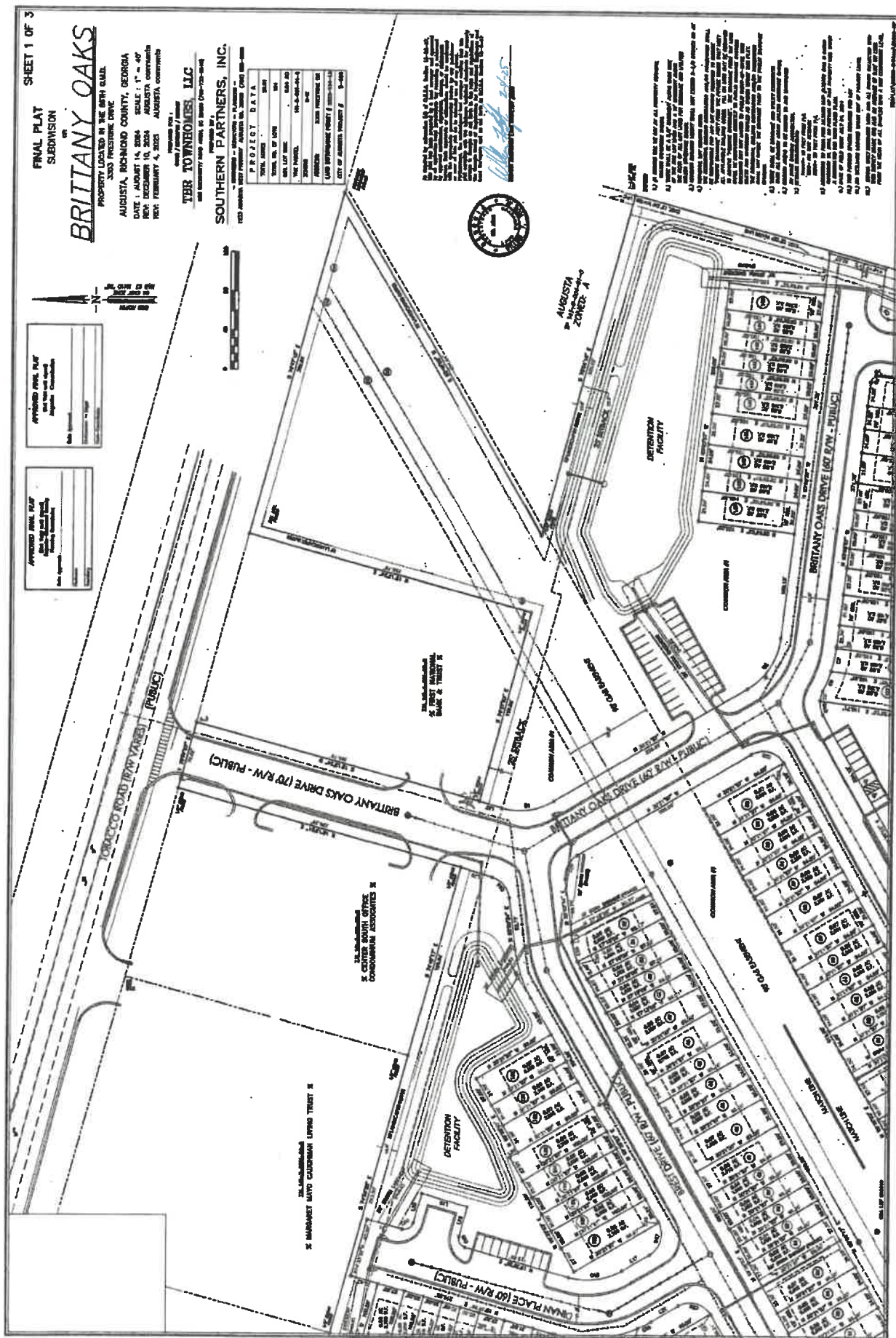
Tax Parcel #: 141-0-004-04-0

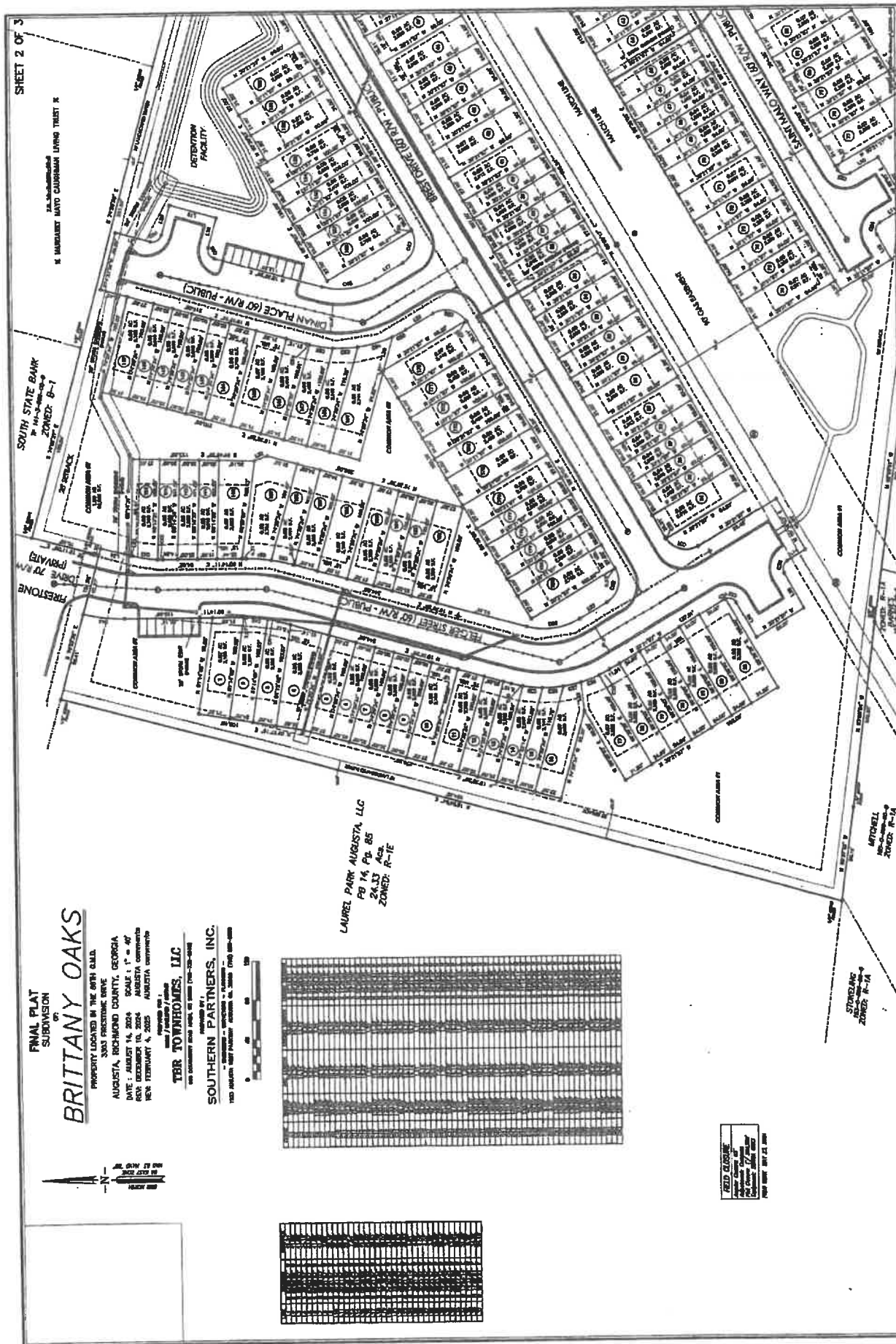
Present Zoning: R-1E

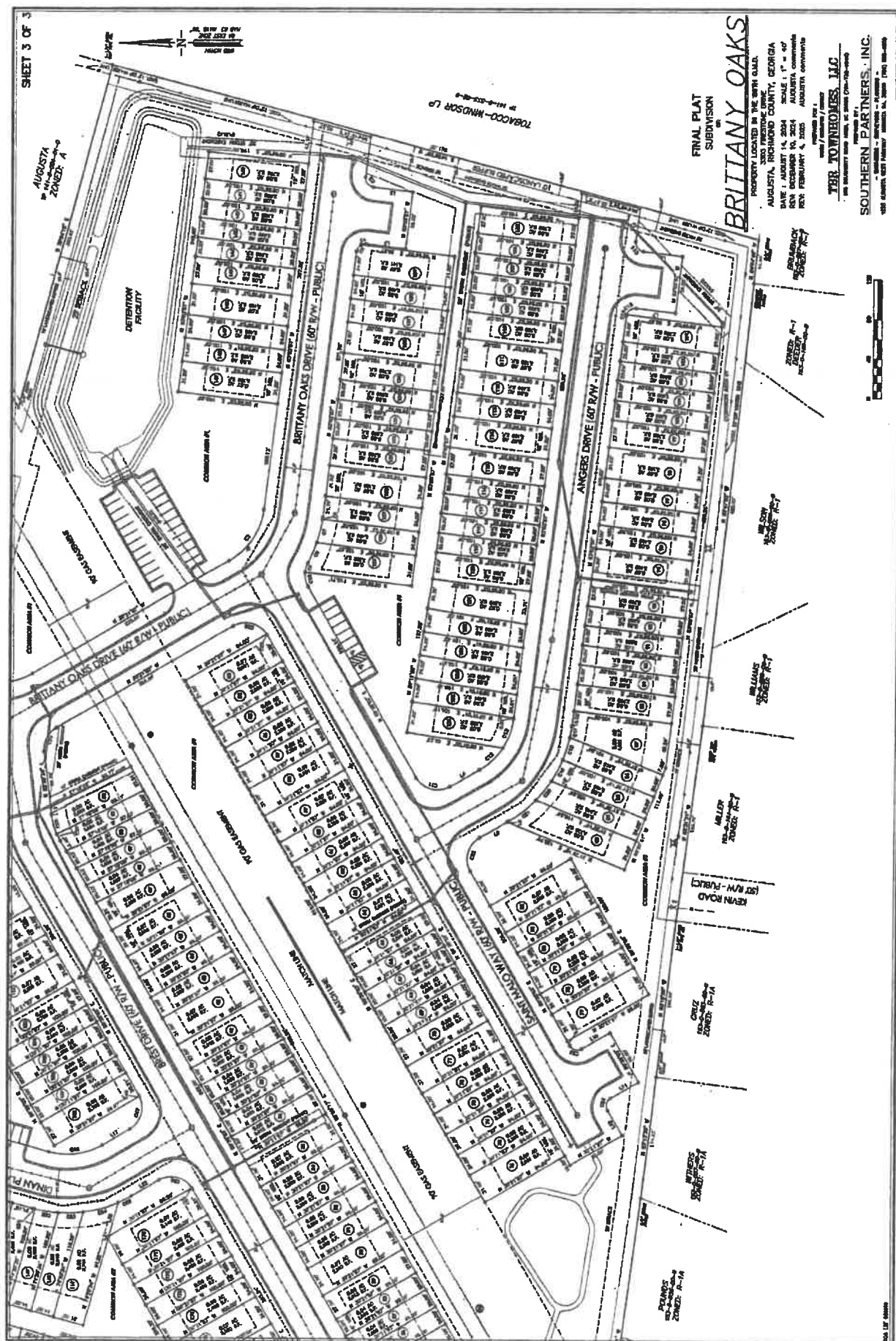
Neighborhood or Subdivision: N/A

Commission District: 4 (Alvin Mason)

Super District: 9 (Francine Scott)









Commission Meeting

March 18, 2025

Item Name: **Final Plat – S-952**

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Final Plat – S-952 – Worthington</u> – A request for concurrence with the Augusta Planning Commission to APPROVE a petition by Civil Engineering of Columbia on behalf of GSH Land Fund LLC requesting final plat approval for Worthington containing 85 lots, located at 2523 Tobacco Road. Tax Map # 141-0-538-05-0. <i>Reviewing agency approval 02/24/2025</i>
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

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

Case Number: Final Plat – Worthington – S-952

Hearing Date: Monday, March 3, 2025

Applicant: Civil Engineering of Columbia

Property Owner: GSH Land Fund LLC

Property Address: 2523 Tobacco Rd

Tax Parcel #: 141-0-538-05-0

Present Zoning: R-1D

Neighborhood or Subdivision: N/A

Commission District: 6 (Tony Lewis)

Super District: 10 (Wayne Guilfoyle)



Commission Meeting

March 18, 2025

Item Name: **Z-25-03**

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Z-25-03</u> – A request for concurrence with the Augusta Planning Commission to APPROVE a petition by JBC Construction on behalf of Jeb Boggus Properties LLC requesting a rezoning from zones A (Agricultural), LI (Light Industrial), and R-MH (Manufactured Home Residential) to zone R-1D (One-Family Residential) to construct a mixed-use development, affecting 34.9 acres out of a 44.99 acre tract located at 3601, 3605, 3615, 3625, and 3635 Mike Padgett Highway. Tax Map #'s 157-0-012-01-0, 157-0-012-00-0, 157-0-011-00-0, 157-0-011-01-0, & 157-0-009-00-0
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. The development must substantially conform to the concept plan submitted with this rezoning application. 2. The overall density shall not exceed 4.6 units per acre. 3. The development must have alternating elevations with at least 9 different facades, all alternating, and none with more than 30% vinyl siding. 4. Sidewalks are required along both sides of all internal streets within the proposed subdivision. 5. The development must provide at least 17% open space and a covered mail kiosk. 6. Amenities i.e., walking trails and a playground, pavilion, patio areas, etc. must be completed within the development at 50% of completion before a Certificate of Occupancy is issued. 7. Approval of this rezoning request does not constitute approval of the conceptual site plan submitted with the rezoning application. The proposed development shall obtain site plan approval in compliance with Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property. 8. The development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, at the time of development.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Hearing Date: March 3, 2025

Case Number: Z-25-03

Applicant: JBC Construction

Property Owner: Jeb Boggus Properties LLC

Property Address: 3601, 3605, 3615, 3625,
and 3635 Mike Padgett Highway

Tax Parcel No(s): 157-0-012-01-0, 157-0-
012-00-0, 157-0-011-00-0, 157-0-011-01-0,
& 157-0-009-00-0

Current Zoning: A (Agricultural), LI (Light
Industrial), and R-MH (Manufactured Home
Residential)

Fort Eisenhower Notification Required: N/A

Commission District 6: Tony Lewis

Super District 10: Wayne Guilfoyle



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Rezone from A (Agricultural), LI (Light Industrial), and R-MH (Manufactured Home Residential) to zone R-1D (One-Family Residential)	Single-family detached Units	Section 12-1

SUMMARY OF REQUEST:

The applicant requests to rezone five adjacent tracts with a combined total of 34.99 acres from A (Agricultural), R-MH (Manufactured Home Residential) and LI (Light Industrial) to R-1D (One-family Residential) to develop a single-family detached residential subdivision. The property is situated near the intersection of Mike Padgett Highway and Tobacco Road. The concept plan presented with the rezoning application proposes the following:

- 159 single-family detached homes
- 3 public streets throughout the development with two entry/exit points
- A stormwater detention pond
- 3.55 acres or 17% of open space/common area
- 1.53 acres or 4.4% of recreational area

COMPREHENSIVE PLAN CONSISTENCY:

According to the 2023 Comprehensive Plan, the property is located in the South Augusta Character Area. The 2023 Comprehensive Plan's vision for the South Augusta Character Area includes the continued mix of housing types at low to medium density to preserve the suburban-style, single-family residential character that is predominant in the area. Recommended development patterns for the South Augusta Character Area include maintaining low density single-family residential development in areas where it is already the predominant land use, infill residential development at densities compatible with the surrounding area and to place additional commercial development at major intersections.

FINDINGS:

1. The applicant requests to rezone five adjacent tracts with a combined total of 34.99 acres from A, R-MH and LI to R-1D to develop a single-family detached residential subdivision.
2. The properties are occupied by single-family detached stick-built homes.
3. There was a previous zoning cases (Z-23-05) for a rezoning from A and LI to R-MH to develop a manufactured home subdivision. The zoning request was formally withdrawn by the applicant on April 7, 2023.
4. The properties can be served by both a public potable water system and a public sanitary sewer system.
5. The Georgia Department of Transportation (GDOT) Function Classification Map, 2017, classifies this section of Mike Padgett Highway as a major arterial road. There are no transit routes or stops located within a half mile of the properties.
6. The properties are located outside of the 100-year Special Flood Hazard Area and there are no wetlands located on the properties.
7. A series of buffers are provided along the required side and rear boundaries of the tract.
8. The proposed change in zoning to R-1D would be consistent with the 2023 Comprehensive Plan.
9. The conceptual site plan submitted with the application shows two new entrances along Mike Padgett Highway.
10. At the time of completion of this report, staff has received inquiries regarding this application.

ENGINEERING/UTILITIES COMMENTS:

Traffic Engineering Comments:

- The proposed entrances are on the top of the hill and with the speed limit being 50 mph there may not be enough site distance to safely get onto the road. Coordination for any work in the road shall be with GDOT; AED being copied on all plans and permits to that regard.

Engineering Comments:

- No stormwater issues.

Utilities Comments:

- There is a 12" water line that is available for their use on Mike Padgett. There is an 8" sewer line that is available for their use on Mike Padgett. They need to make sure that when they are laying out the lots that they accommodate AUD requirements on water and sewer service locations.

RECOMMENDATION The Planning Commission recommends Approval of the rezoning request to R-1D (One-family Residential) with the following conditions:

1. The development must substantially conform to the concept plan submitted with this rezoning application.
2. The overall density shall not exceed 4.6 units per acre.
3. The development must have alternating elevations with at least 9 different facades, all alternating, and none with more than 30% vinyl siding.
4. Sidewalks are required along both sides of all internal streets within the proposed subdivision.
5. The development must provide at least 17% open space and a covered mail kiosk.
6. Amenities i.e., walking trails and a playground, pavilion, patio areas, etc. must be completed within the development at 50% of completion before a Certificate of Occupancy is issued.
7. Approval of this rezoning request does not constitute approval of the conceptual site plan submitted with the rezoning application. The proposed development shall obtain site plan approval in compliance with Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property.
8. The development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, at the time of development.

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

**JEB BOGGUS PROPERTIES LLC
44.99 ACRES ON MIKE PADGETT HWY
EXISTING: ZONED A & R-MH
PROPOSED: R-1D (SINGLE FAMILY HOMES) & B-2 (GENERAL BUSINESS)**

The existing land consist of five (5) parcels (total area 44.99 acres). The front four hundred feet running parallel with Mike Padgett Hwy is zoned A and the remaining property is zoned R-MH. There are five (5) residential structures located on the overall property. These structures will be removed prior to the development of the subdivision and commercial lots.

The property is abutted by light industrial to the north and south. There is heavy industrial located along a small portion of the southwest corner of the property. There is one lot in the Northview Subdivision (Zoned R-1A) that abuts the property in the northwest corner. All remaining parcels located to the west are zoned R-MH.

The proposed residential subdivision will consist of 159 lots with a minimum lot size of 4000 SF. The lots will have a 15' front setback, 20' rear setback, and 5' side setbacks. Each lot will have a padded area of approximately 28' x 50' for the proposed homes.

There will be a recreational area (1.53 acres) centrally located in the subdivision. The area will consist of passive adult recreation, a fenced in toddler play area, a playground for older children, and a fenced-in dog park. These areas will have access from the internal road system and be maintained by the homeowner's association.

There will be a 40' minimum building line from the right-of-way of Mike Padgett Hwy and a 25' minimum building line from all the subdivisions' exterior property lines. There will be a 10' buffer with an 8' wooden privacy fence along the property lines which abut the industrial zonings. There will be 6.08 acres of open space surrounding the proposed residential subdivision.

The subdivision will be accessed by two (2) GA DOT approved driveways from Mike Padgett Hwy (State Route #56). These driveways will have the required right turn decel lanes and 35' radii at the entrance drives. There is an existing

center turn lane to accommodate left turns into the park. Safe site distances will be met at both entrances.

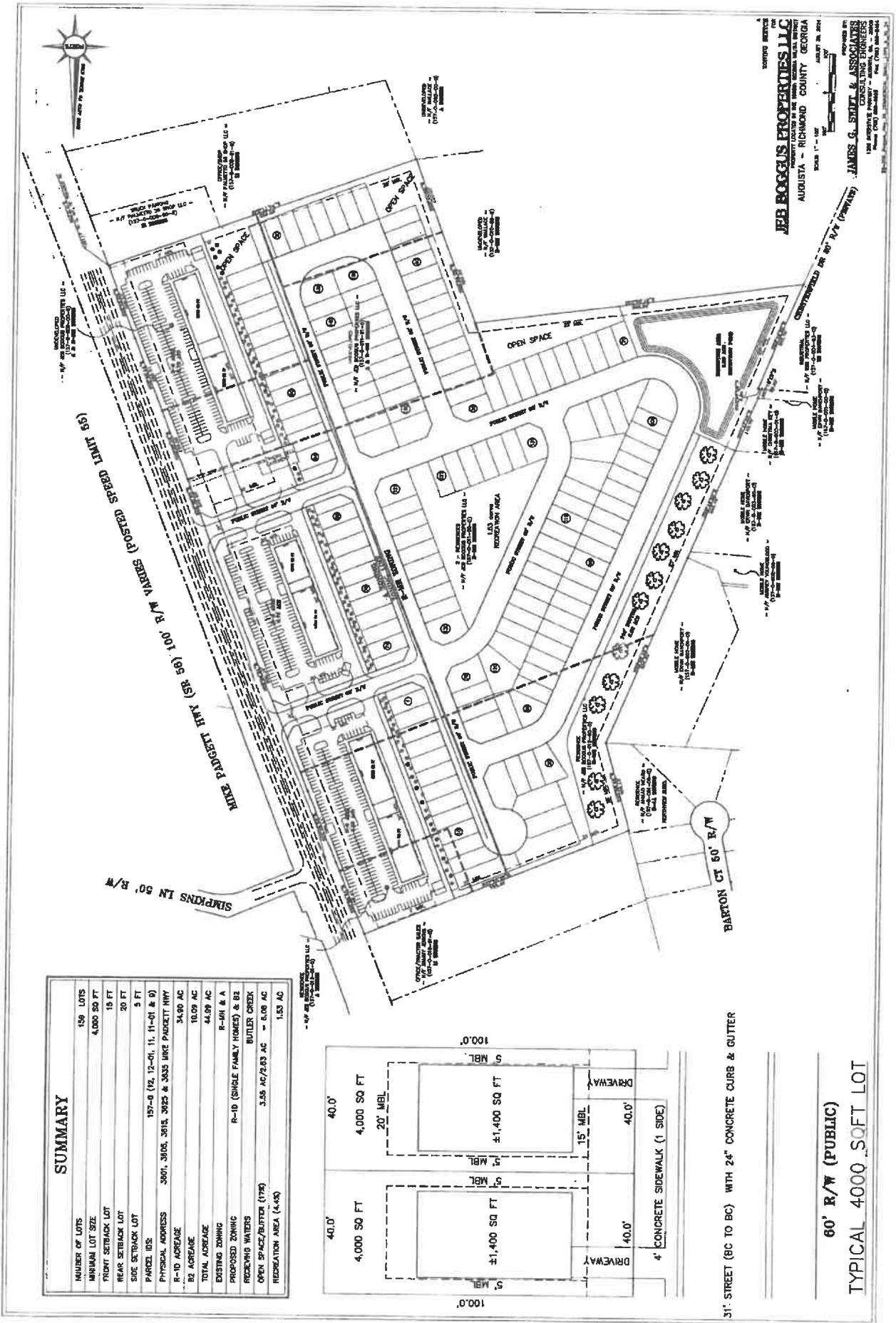
The proposed commercial area will consist of 10.09 acres divided into three parcels as shown. The lots will have a 40' front setback from Mike Padgett Hwy, a 30' front setback from internal roads, a 50' rear setback, and 3' side setbacks. Individual site plans will be submitted for the development of the commercial area.

The internal streets will be 31' wide paved road with 24" rolled concrete curb and gutter. There will be a 4' concrete sidewalk located on the both sides of the proposed road. All internal intersections will have 25' pavement radii.

Water will be provided from an existing 12" water main located on the east side of Mike Padgett Hwy. Sanitary sewer will be extended to the property from an existing sanitary sewer line located on the north side of Tobacco Rd, thence installed up Tobacco Rd and Chesterfield Dr. All lots will have an individual water service and an individual clean out for sanitary sewer.

The site will be graded to accommodate the proposed home sites and direct stormwater to a regional detention pond located in the southwest corner of the property. All soil erosion and sediment control, water quality and runoff reduction will be accomplished by utilizing the existing terrain and installing multiple BMP's and runoff reduction methods.

There are no known flooding issues existing down stream from this site. There are no state waters or 100-year floodplain located on this site.





RAY GOOD
CUSTOM HOME DESIGN

GENERAL NOTES

ALL THE INFORMATION YOU NEED TO GET THE MOST FROM YOUR COMPUTER IS HERE. FROM THE BASIC CONCEPTS OF COMPUTER OPERATION TO THE LATEST SOFTWARE, YOU'LL FIND IT ALL IN THIS BOOK.

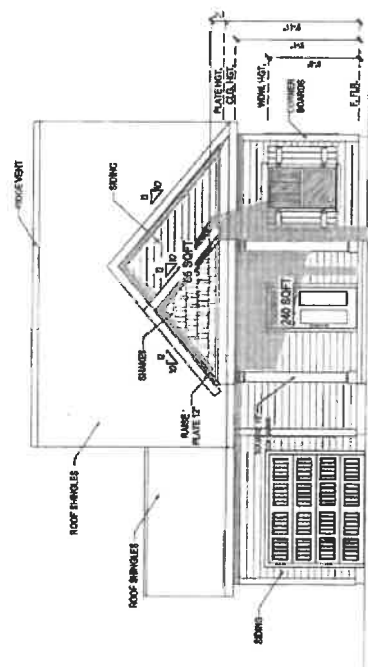
U.S. IN SEARCH OF NEW POLICY TOOLS

JBC DEVELOPMENT
CLIENT - COMPANY NAME
TOWN/HOME UNITS
ADDITIONAL INFO

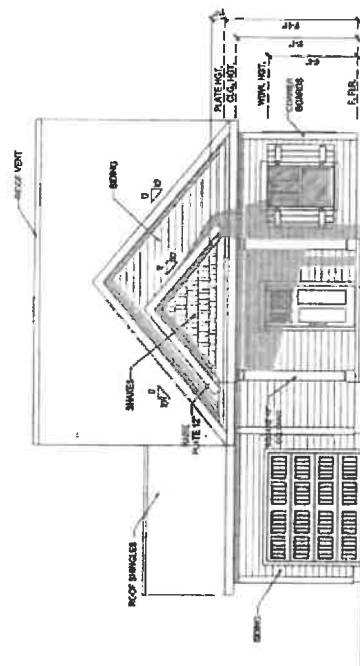
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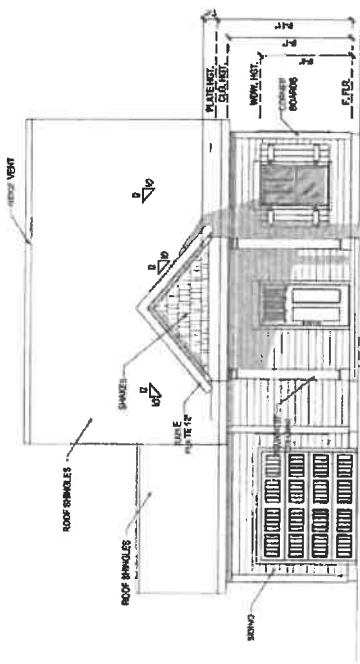
Sheet 1 of 1



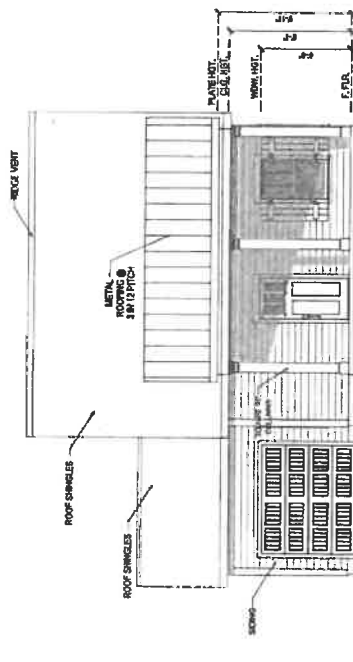
OPTION A
FRONT ELEVATION
SCALE 1/4" = 1'-0"



OPTION C
FRONT ELEVATION
SCALE 1/4" = 1'-0"



OPTION B
FRONT ELEVATION
SCALE 1/4" = 1'-0"



OPTION D
FRONT ELEVATION
SCALE 1/8" = 1'-0"

Planning Commission
2-25-03
March 3, 2025

Multiple addresses on
Mike Padgett Highway

Aerial

Legend

 Subject Property



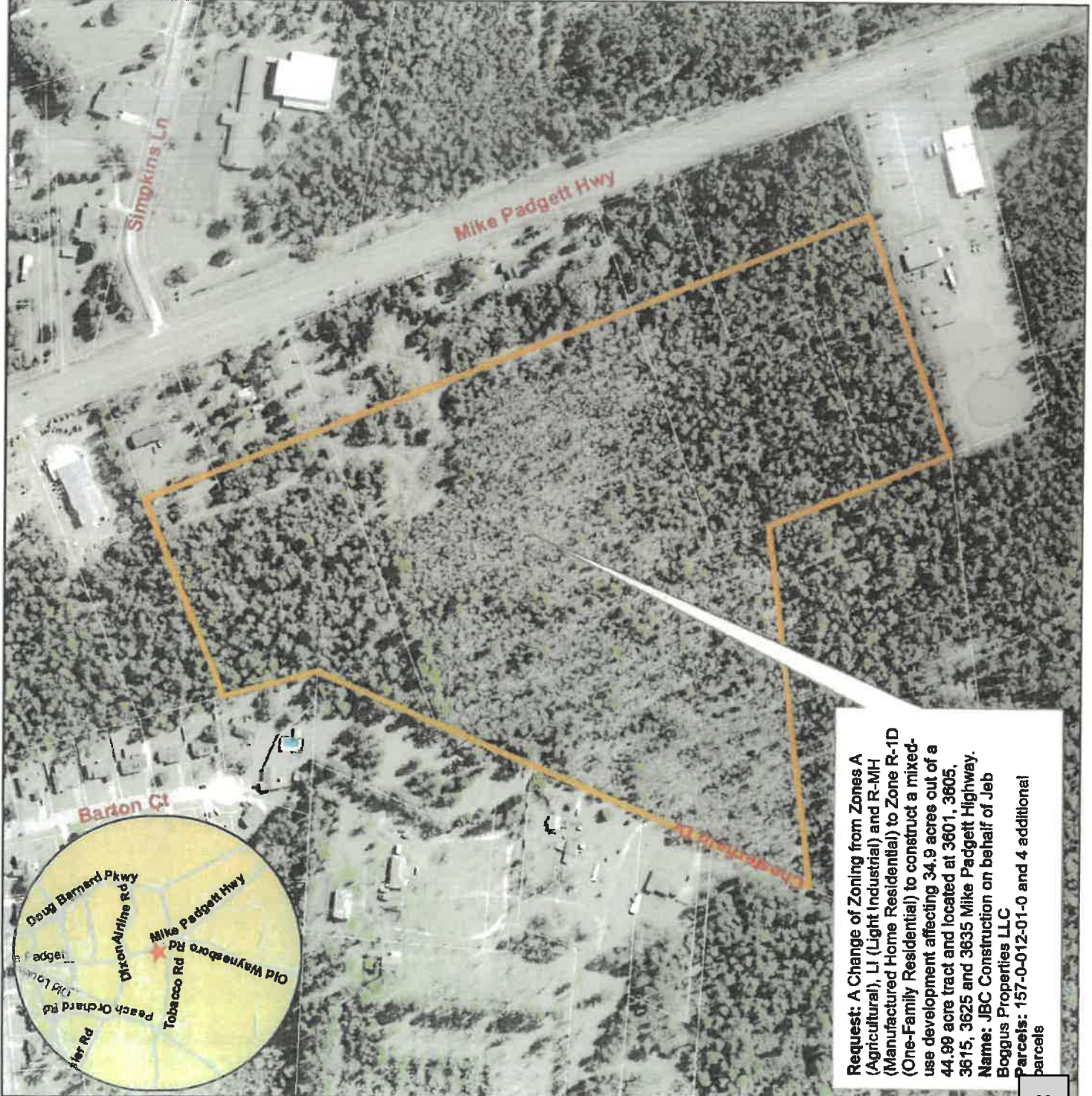
Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
2/10/2025 MH18072

Augusta, GA Durlinger

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0 400 Feet



Request: A Change of Zoning from Zones A (Agricultural), LI (Light Industrial) and R-MH (Manufactured Home Residential) to Zone R-1D (One-Family Residential) to construct a mixed-use development affecting 34.9 acres out of a 44.99 acre tract and located at 3601, 3605, 3615, 3625 and 3635 Mike Padgett Highway.
Name: JBC Construction on behalf of Jeb Boggus Properties LLC
Parcels: 157-0-012-01-0 and 4 additional parcels

**Planning Commission
Z-25-03
March 3, 2025**

Multiple addresses on Mike Padgett Highway

Current Zoning

Legend

Subject Property

Zoning Classification

A: Agriculture

B-2: General Business

■ **HI: Heavy Industry**

LI: Light Industry

R-1A: One Family Residential

R-3B: Multiple-Family Residential

R-MH: Manufactured Home Residential

Augusta
GEORGIA

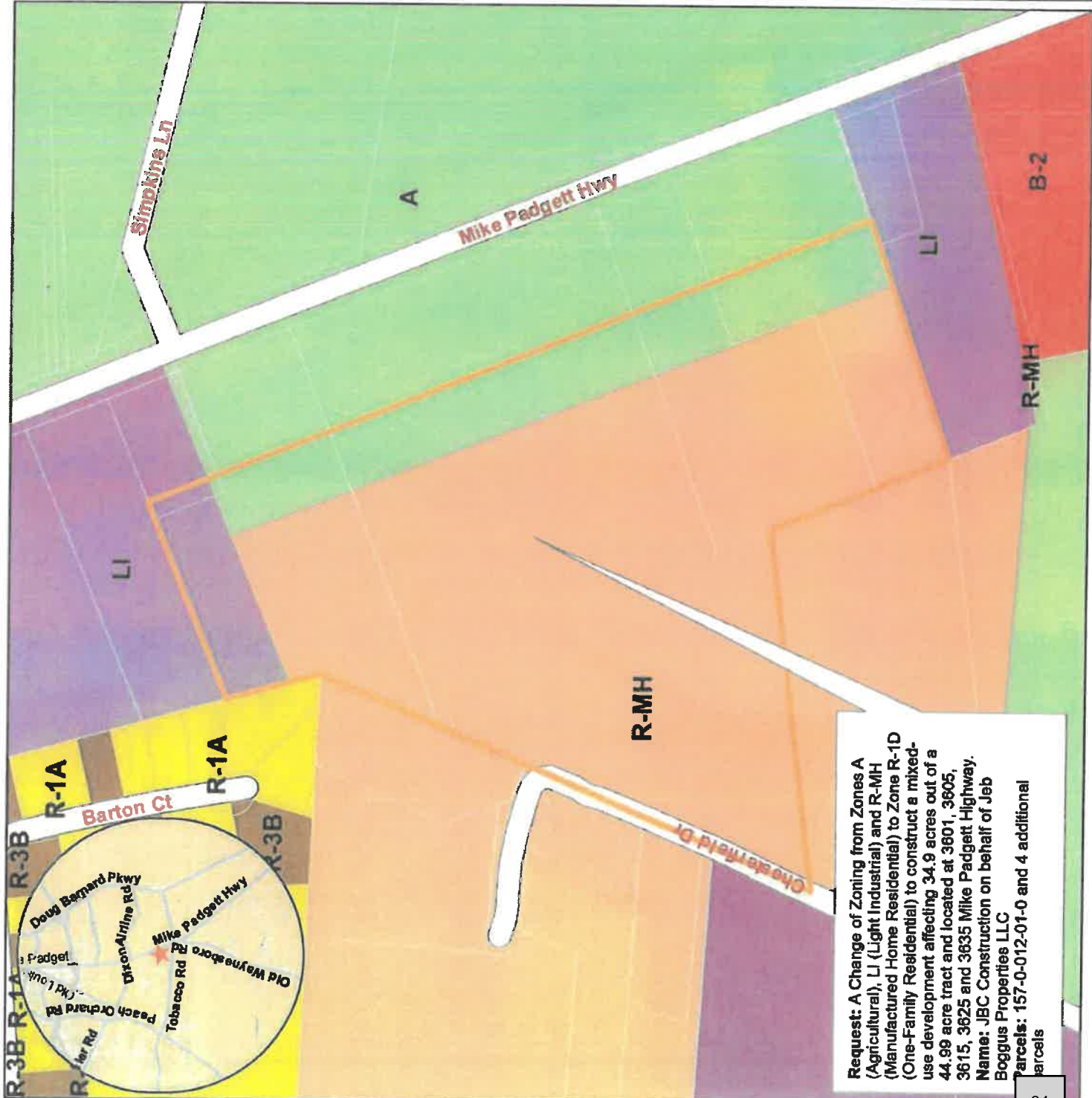
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400 Feet



Request: A Change of Zoning from Zones A (Agricultural), U (Light Industrial) and R-MH (Manufactured Home Residential) to Zone R-1D (One-Family Residential) to construct a mixed-use development affecting 34.9 acres out of a 44.99 acre tract and located at 3601, 3605, 3615, 3625 and 3635 Mike Padgett Highway.

Name: JBC Construction on behalf of Job Boggus Properties LLC

Parcels: 157-0-012-01-0 and 4 additional parcels

Planning Commission
Z-25-03
March 3, 2025

Multiple addresses on
Mike Padgett Highway

Future Zoning

Legend

 Subject Property

Zoning Classification

 A: Agriculture

 B-2: General Business

 HI: Heavy Industry

 LI: Light Industry

 R-1A: One Family Residential

 R-3B: Multiple-Family Residential

 R-MH: Manufactured Home Residential

 R-1D: One Family Residential



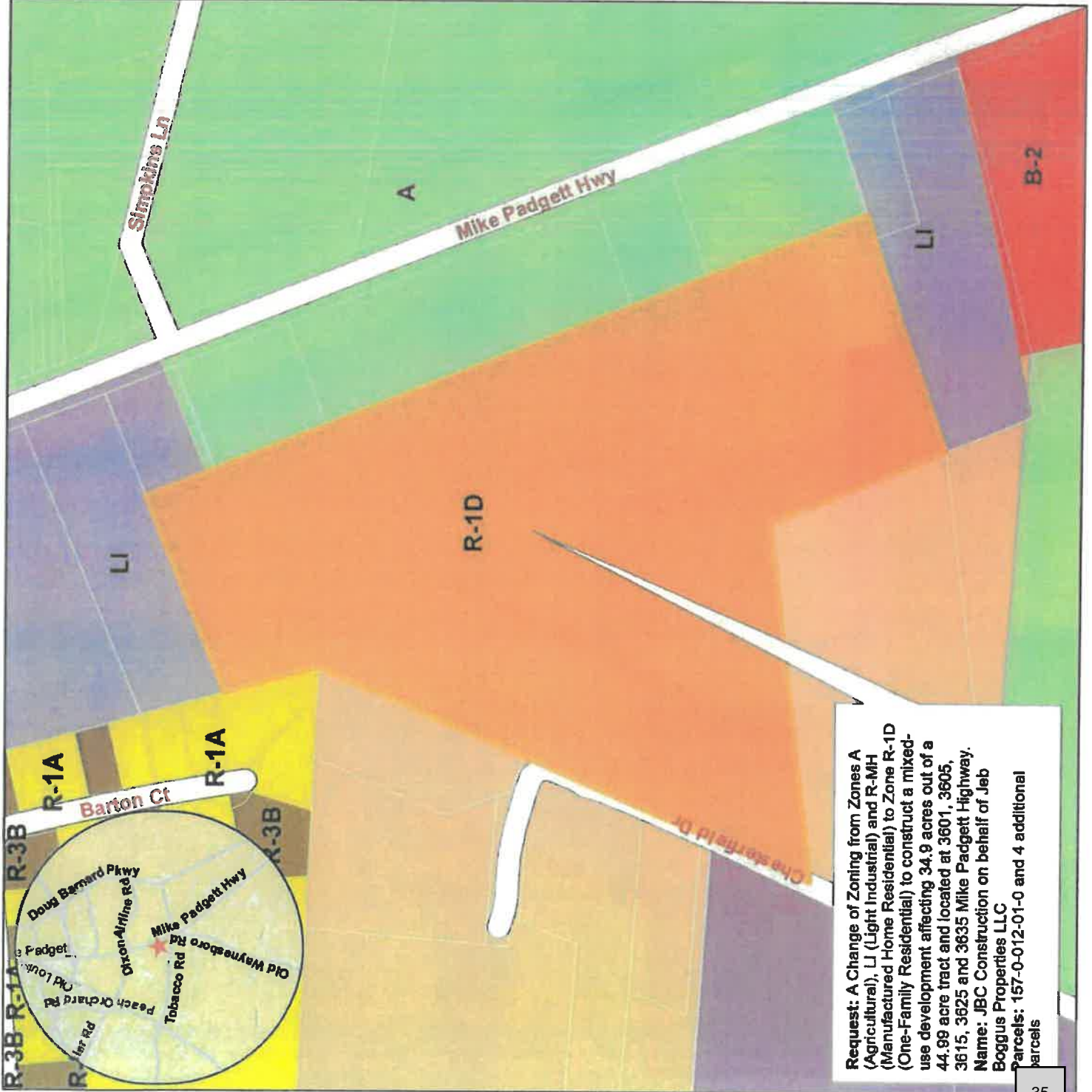
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2/10/2025 MH18072

Augusta, GA, Disclaimer

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0 400 Feet



Request: A Change of Zoning from Zones A (Agricultural), LI (Light Industrial) and R-MH (Manufactured Home Residential) to Zone R-1D (One-Family Residential) to construct a mixed-use development affecting 34.9 acres out of a 44.99 acre tract and located at 3601, 3605, 3615, 3625 and 3635 Mike Padgett Highway.
Name: JBC Construction on behalf of Jeb Boggus Properties LLC
Parcels: 157-0-012-01-0 and 4 additional parcels





Commission Meeting

March 18, 2025

Item Name: **Z-25-04**

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Z-25-04</u> – A request for concurrence with the Augusta Planning Commission to APPROVE a petition by JBC Construction on behalf of Jeb Boggus Properties LLC requesting a rezoning from zones A (Agricultural), LI (Light Industrial), and R-MH (Manufactured Home Residential) to zone B-2 (General Business) to construct a mixed-use development, affecting 10.09 acres out of a 44.99 acre tract located at 3601, 3605, 3615, 3625, and 3635 Mike Padgett Highway. Tax Map #'s 157-0-012-01-0, 157-0-012-00-0, 157-0-011-00-0, 157-0-011-01-0, & 157-0-009-00-0.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. The development must substantially conform to the concept plan submitted with this rezoning application. 2. The applicant must comply with all related aspects of the Augusta Tree Ordinance for B-2 zoning. 3. Any proposed lighting fixtures must be directed downward and not toward buildings. 4. Approval of this rezoning request does not constitute approval of the conceptual site plan submitted with the rezoning application. The proposed development shall obtain site plan approval in compliance with Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property. 5. Development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, at the time of development.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Hearing Date: March 3, 2025

Case Number: Z-25-04

Applicant: JBC Construction

Property Owner: Jeb Boggus Properties LLC

Property Address: 3601, 3605, 3615, 3625,
and 3635 Mike Padgett Highway

Tax Parcel No(s): 157-0-012-01-0, 157-0-
012-00-0, 157-0-011-00-0, 157-0-011-01-0,
& 157-0-009-00-0

Current Zoning: A (Agricultural), R-MH
(Manufactured Home Residential) and LI
(Light Industrial)

Fort Eisenhower Notification Required: N/A

Commission District 6: Tony Lewis

Super District 10: Wayne Guilfoyle



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Rezone from A (Agricultural), R-MH (Manufactured Home Residential) and LI (Light Industrial) to B-2 (General Business)	Commercial Development	Section 22-1

SUMMARY OF REQUEST:

This rezoning request consists of five adjacent properties with a combined total of 10.09 acres. The request is to change the zoning from A (Agricultural), R-MH (Manufactured Home Residential) and LI (Light Industrial) to B-2 (General Business) for future commercial development. The property is situated near the intersection of Mike Padgett Highway and Tobacco Road.

COMPREHENSIVE PLAN CONSISTENCY:

According to the 2023 Comprehensive Plan, the property is located in the South Augusta Character Area. The 2023 Comprehensive Plan's vision for the South Augusta Character Area includes the continued mix of housing types at low to medium density to preserve the suburban-style, single-family residential character that is predominant in the area. Recommended development patterns for the South Augusta Character Area include maintaining low density single-family residential development in areas where it is

already the predominant land use, infill residential development at densities compatible with the surrounding area and to place additional commercial development at major intersections.

FINDINGS:

1. This rezoning request consists of five adjacent properties with a combined total of 10.09 acres from A, R-MH and LI to B-2 for future commercial development.
2. The properties are occupied by single-family detached stick-built homes.
3. There was a previous zoning cases (Z-23-05) for a rezoning from A and LI to R-MH to develop a manufactured home subdivision. The zoning request was formally withdrawn by the applicant on April 7, 2023.
4. The properties can be served by both a public potable water system and a public sanitary sewer system.
5. The Georgia Department of Transportation (GDOT) Function Classification Map, 2017, classifies this section of Mike Padgett Highway as a major arterial road. There are no transit routes or stops located within a half mile of the properties.
6. The properties are located outside of the 100-year Special Flood Hazard Area and there are no wetlands located on the properties.
7. The proposed change in zoning to B-2 would be consistent with the 2023 Comprehensive Plan.
8. The conceptual site plan submitted with the application shows two new entrances along Mike Padgett Highway.
9. At the time of completion of this report, staff has received inquiries regarding this application.

ENGINEERING/UTILITIES COMMENTS:

Traffic Engineering Comments:

- The proposed entrances are on the top of the hill and with the speed limit being 50 mph there may not be enough site distance to safely get onto the road. Coordination for any work in the road shall be with GDOT; AED being copied on all plans and permits to that regard.

Engineering Comments:

- No stormwater issues.

Utilities Comments:

- There is a 12" water line that is available for their use on Mike Padgett. There is an 8" sewer line that is available for their use on Mike Padgett. They need to make sure that when they are laying out the lots that they accommodate AUD requirements on water and sewer service locations.

Fire Comments:

- The plan does not show any fire protection features (hydrants). It appears to be acceptable.

RECOMMENDATION: The Planning Commission recommends Approval of the rezoning request to B-2 (General Business) with the following conditions:

1. The development must substantially conform to the concept plan submitted with this rezoning application.
2. The applicant must comply with all related aspects of the Augusta Tree Ordinance for B-2 zoning.
3. Any proposed lighting fixtures must be directed downward and not toward buildings.
4. Approval of this rezoning request does not constitute approval of the conceptual site plan submitted with the rezoning application. The proposed development shall obtain site plan approval in compliance with Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property.
5. Development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, at the time of development

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

**JEB BOGGUS PROPERTIES LLC
44.99 ACRES ON MIKE PADGETT HWY
EXISTING: ZONED A & R-MH
PROPOSED: R-1D (SINGLE FAMILY HOMES) & B-2 (GENERAL BUSINESS)**

The existing land consist of five (5) parcels (total area 44.99 acres). The front four hundred feet running parallel with Mike Padgett Hwy is zoned A and the remaining property is zoned R-MH. There are five (5) residential structures located on the overall property. These structures will be removed prior to the development of the subdivision and commercial lots.

The property is abutted by light industrial to the north and south. There is heavy industrial located along a small portion of the southwest corner of the property. There is one lot in the Northview Subdivision (Zoned R-1A) that abuts the property in the northwest corner. All remaining parcels located to the west are zoned R-MH.

The proposed residential subdivision will consist of 159 lots with a minimum lot size of 4000 SF. The lots will have a 15' front setback, 20' rear setback, and 5' side setbacks. Each lot will have a padded area of approximately 28' x 50' for the proposed homes.

There will be a recreational area (1.53 acres) centrally located in the subdivision. The area will consist of passive adult recreation, a fenced in toddler play area, a playground for older children, and a fenced-in dog park. These areas will have access from the internal road system and be maintained by the homeowner's association.

There will be a 40' minimum building line from the right-of-way of Mike Padgett Hwy and a 25' minimum building line from all the subdivisions' exterior property lines. There will be a 10' buffer with an 8' wooden privacy fence along the property lines which abut the industrial zonings. There will be 6.08 acres of open space surrounding the proposed residential subdivision.

The subdivision will be accessed by two (2) GA DOT approved driveways from Mike Padgett Hwy (State Route #56). These driveways will have the required right turn decel lanes and 35' radii at the entrance drives. There is an existing

center turn lane to accommodate left turns into the park. Safe site distances will be met at both entrances.

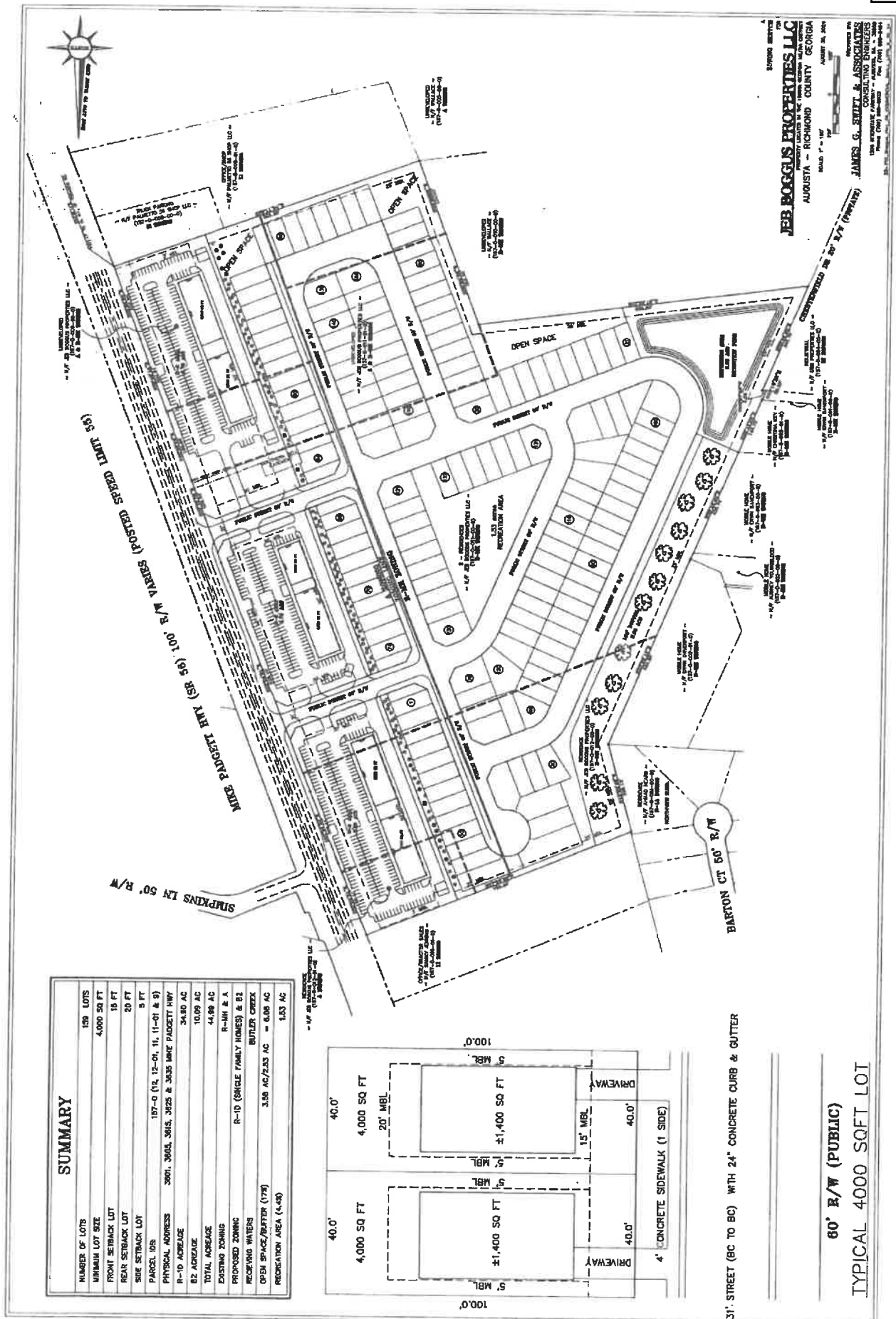
The proposed commercial area will consist of 10.09 acres divided into three parcels as shown. The lots will have a 40' front setback from Mike Padgett Hwy, a 30' front setback from internal roads, a 50' rear setback, and 3' side setbacks. Individual site plans will be submitted for the development of the commercial area.

The internal streets will be 31' wide paved road with 24" rolled concrete curb and gutter. There will be a 4' concrete sidewalk located on the both sides of the proposed road. All internal intersections will have 25' pavement radii.

Water will be provided from an existing 12" water main located on the east side of Mike Padgett Hwy. Sanitary sewer will be extended to the property from an existing sanitary sewer line located on the north side of Tobacco Rd, thence installed up Tobacco Rd and Chesterfield Dr. All lots will have an individual water service and an individual clean out for sanitary sewer.

The site will be graded to accommodate the proposed home sites and direct stormwater to a regional detention pond located in the southwest corner of the property. All soil erosion and sediment control, water quality and runoff reduction will be accomplished by utilizing the existing terrain and installing multiple BMP's and runoff reduction methods.

There are no known flooding issues existing down stream from this site. There are no state waters or 100-year floodplain located on this site.



Planning Commission
2-25-04
March 3, 2025

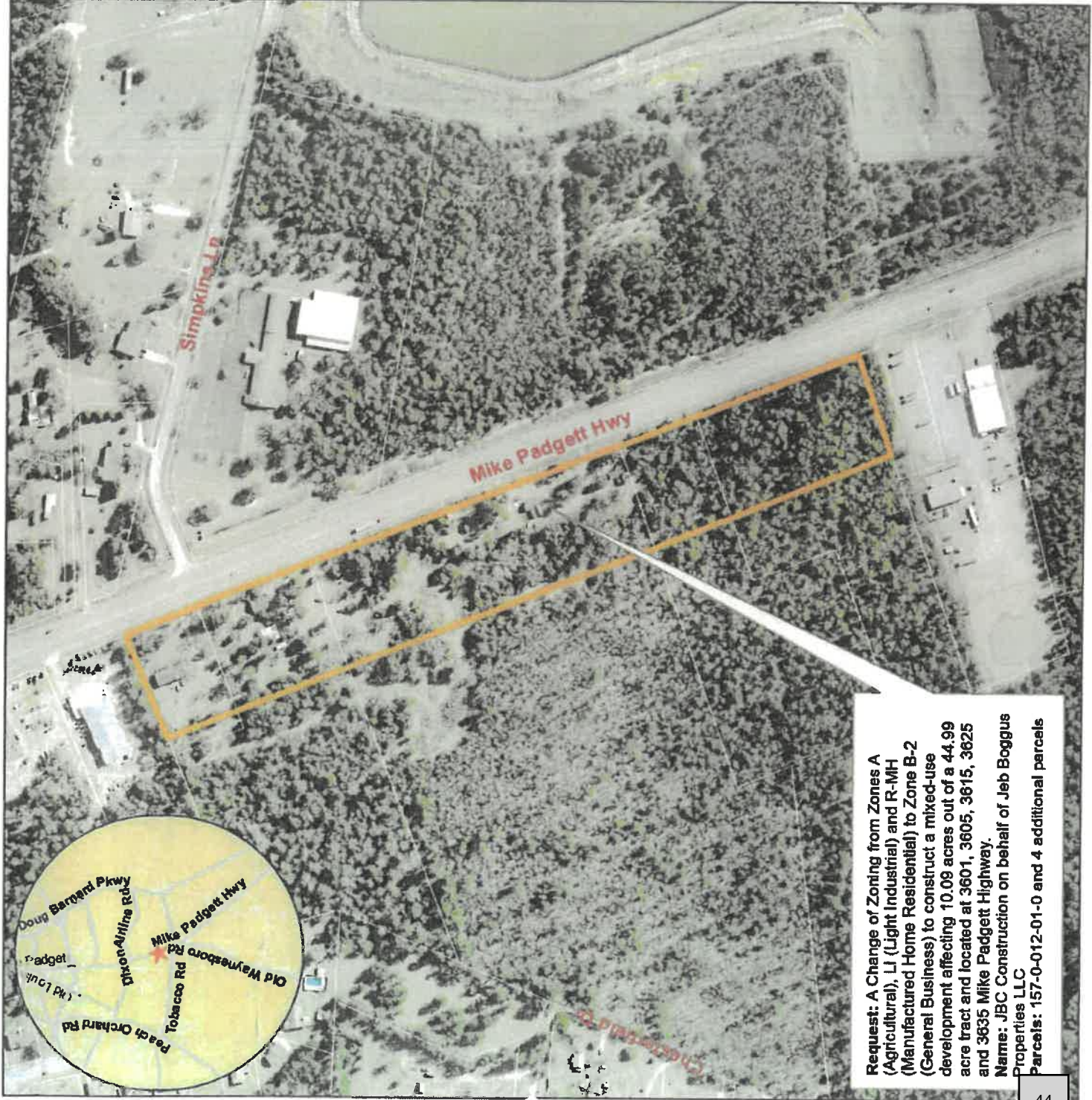
Multiple addresses on
Mike Padgett Highway

Aerial
Legend
 Subject Property



Produced By: City of Augusta
Planning & Development Department
555 Telfair Street Suite 300
Augusta, GA 30901
2/10/2025 MH18072

Augusta, GA Bishamer
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Request: A Change of Zoning from Zones A (Agricultural), LI (Light Industrial) and R-MH (Manufactured Home Residential) to Zone B-2 (General Business) to construct a mixed-use development affecting 10.09 acres out of a 44.99 acre tract and located at 3601, 3605, 3615, 3625 and 3635 Mike Padgett Highway.
Name: JBC Construction on behalf of Jeb Boggus Properties LLC
Parcels: 157-0-012-01-0 and 4 additional parcels

Planning Commission
Z-25-04
March 3, 2025

Multiple addresses on
Mike Padgett Highway

Current Zoning
Legend

Subject Property

Zoning Classification

A: Agriculture

B-1: Neighborhood
Business

B-2: General Business

HI: Heavy Industry

LI: Light Industry

R-1A: One Family
Residential

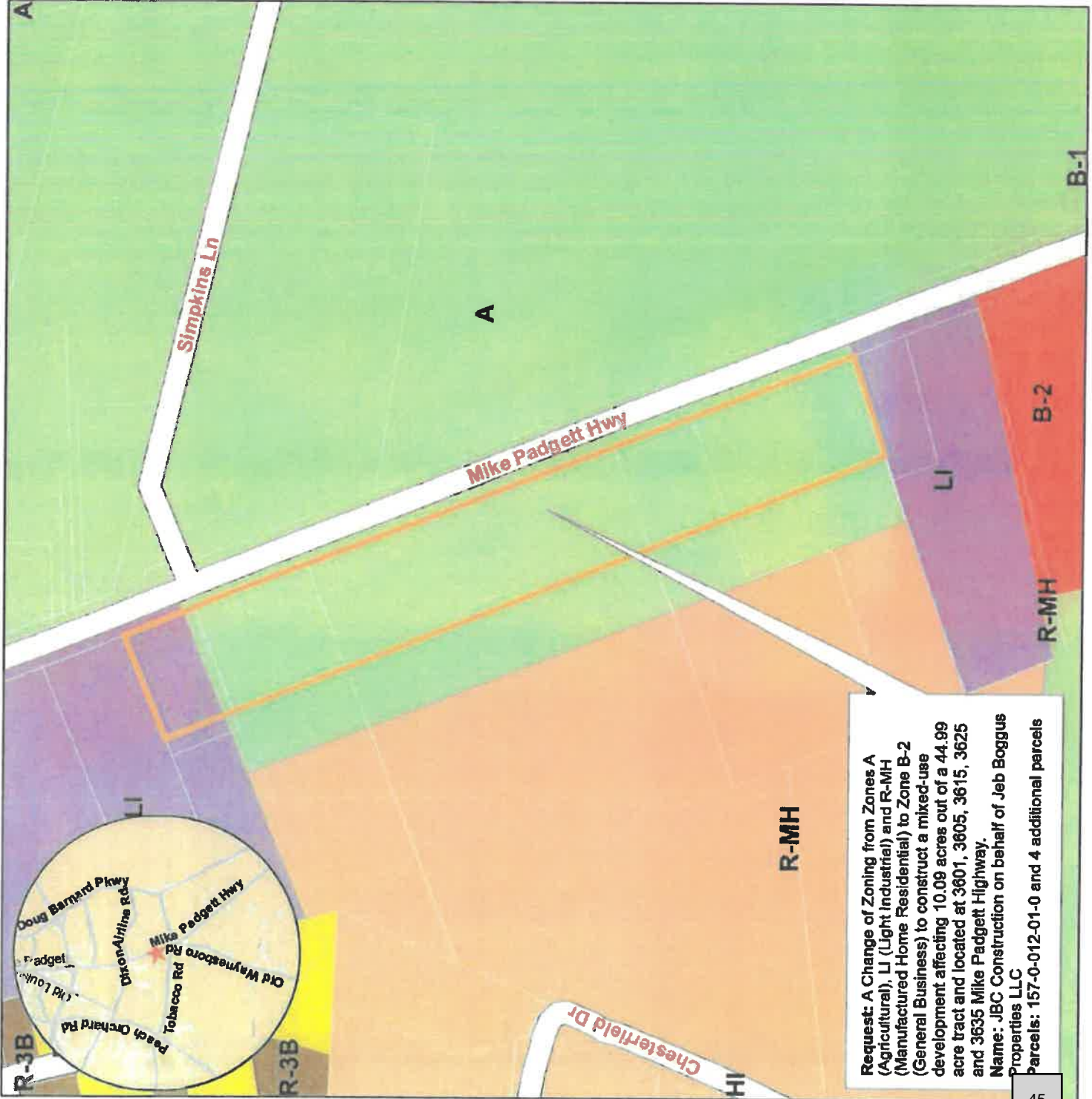
R-3B: Multiple-Family
Residential

R-MH: Manufactured Home
Residential



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Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
2/10/2025 MH19072

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Request: A Change of Zoning from Zones A (Agricultural), LI (Light Industrial) and R-MH (Manufactured Home Residential) to Zone B-2 (General Business) to construct a mixed-use development affecting 10.09 acres out of a 44.99 acre tract and located at 3601, 3605, 3615, 3625 and 3635 Mike Padgett Highway.
Name: JBC Construction on behalf of Jeb Boggus Properties LLC
Parcels: 157-0-012-01-0 and 4 additional parcels

Planning Commission
Z-25-04
March 3, 2025

Multiple addresses on
Mike Padgett Highway

Future Zoning

Legend

 Subject Property

Zoning Classification

 A: Agriculture

 B-1: Neighborhood
Business

 B-2: General Business

 HI: Heavy Industry

 LI: Light Industry

 R-1A: One Family
Residential

 R-3B: Multiple-Family
Residential

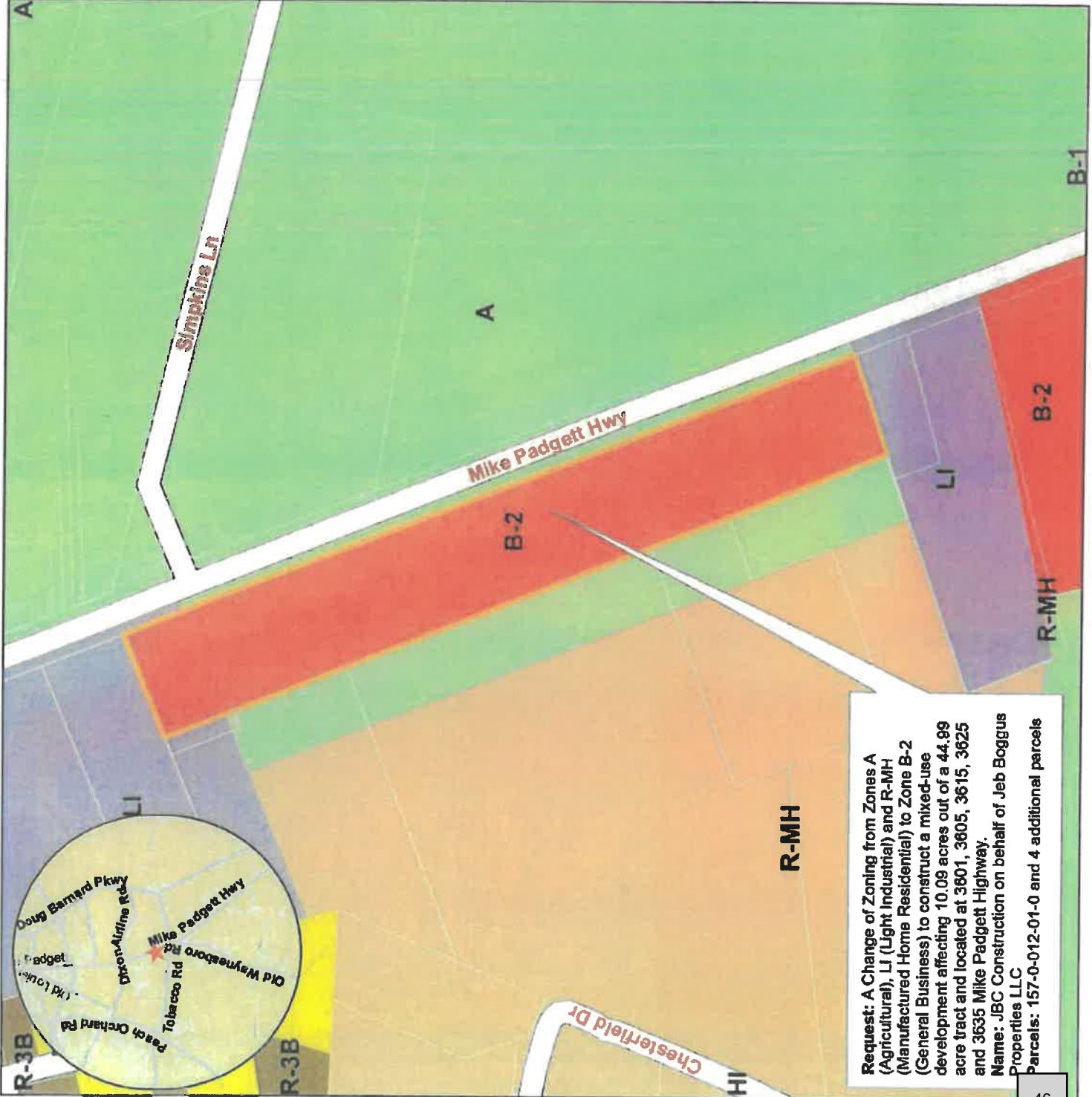
 R-MH: Manufactured Home
Residential



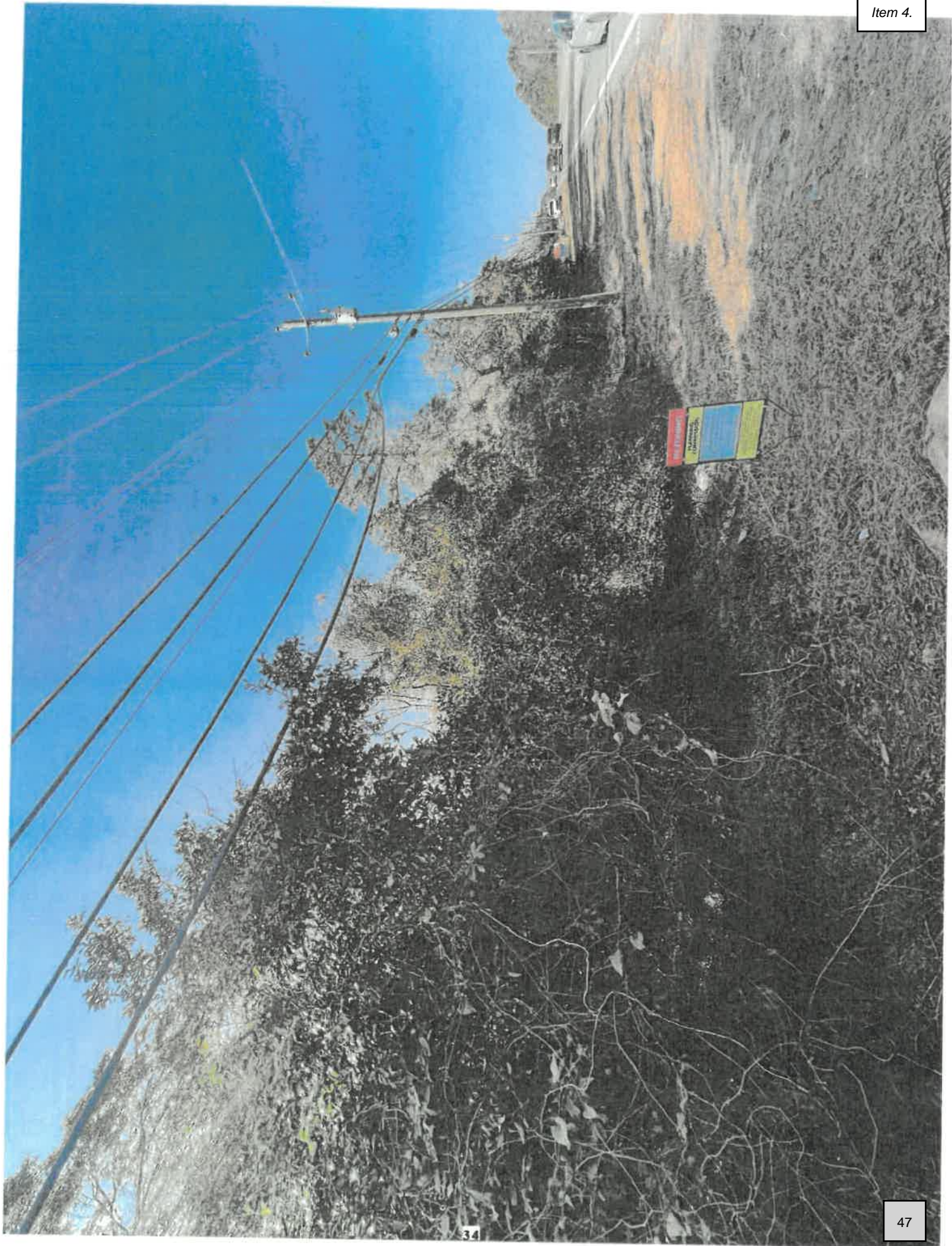
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Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
2/10/2025 MH18072

Augusta, GA Declaration

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Request: A Change of Zoning from Zones A (Agricultural), LI (Light Industrial) and R-MH (Manufactured Home Residential) to Zone B-2 (General Business) to construct a mixed-use development affecting 10.09 acres out of a 44.99 acre tract and located at 3601, 3605, 3615, 3625 and 3635 Mike Padgett Highway.
Name: JBC Construction on behalf of Jeb Boggus Properties LLC
Parcels: 157-0-012-01-0 and 4 additional parcels





Commission Meeting

March 18, 2025

Item Name: **Z-25-05**

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Z-25-05</u> – A request for concurrence with the Augusta Planning Commission to APPROVE a petition by David L. Harden requesting a rezoning from zones R-1E (One-Family Residential) and B-2 (General Business) to zone B-2 (General Business) to establish a bistro, plant nursery, garden center, petting zoo, event space, and campsite, affecting properties containing approximately 5.62 acres located at 1813 and 1815 Kissingbower Road. Tax Map #'s 057-3-137-02-0 & 057-3-139-01-0.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. Permitted uses on the properties shall be limited to a bistro, plant nursery, garden center, limited petting-zoo, event space, and campsite. 2. The applicant must comply with all related aspects of the Augusta Tree Ordinance. 3. The owner needs to update their current business license to include any approved uses on the property. 4. All lighting fixtures must be directed downward and not toward buildings or residential parcels. 5. Any outdoor storage should be enclosed by a 6 ft. privacy fence. 6. An undisturbed 25 ft buffer shall be installed and maintained on all sides of the parcels that are adjacent to residential zoned parcels. 7. All petting zoo animals shall be housed and cared for according to the State of Georgia Department of Agriculture and City of Augusta-Richmond County, Georgia Health Department guidelines and regulations. 8. All future expansion and development of the properties shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, at the time of development.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Hearing Date: March 3, 2025

Case Number: Z-25-05

Applicant: David L. Harden

Property Owner: David L. Harden

Property Address: 1813 and 1815
Kissingbower Road

Tax Parcel No(s): 057-3-137-02-0 & 057-3-
139-01-0

Current Zoning: R-1E (One-Family
Residential) & B-2 (General Business)

Fort Eisenhower Notification Required: N/A

Commission District 2: Stacy Pulliam

Super District 9: Francine Scott



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Rezone from R-1E (One-Family Residential) and B-2 (General Business) to B-2	Bistro, Plant Nursery, Garden Center, Petting-Zoo, Event Space, and Campsite	Section 22-1

SUMMARY OF REQUEST:

The petition seeks to rezone two adjacent tracts, 1813 and 1815 Kissingbower Road, which total 5.62 acres. The property located at 1815 Kissingbower Road operates a business named *Back to Nature Garden Center*. It is currently split zoned with the back of the property zoned R-1E (One Family Residential) and the front portion zoned B-2 (General Business). Conditions of the previous zoning case limits use of the site to a garden center. The new request seeks to expand uses permitted in the B-2 zone to include a bistro, petting-zoo, event space and campsite operations.

COMPREHENSIVE PLAN CONSISTENCY:

This property is part of the Old Augusta Character Area. The 2023 Comprehensive Plan's vision for the Old Augusta Character Area is to maintain and enhance its historic character and unique mix of land uses while maintaining stability in established neighborhoods. The proposed general business expansion of *Back to Nature Garden Center* is consistent with the 2023 Comprehensive Plan.

FINDINGS:

1. The previously approved zoning case, Z-18-07, changed the zoning of 1813 Kissingbower Road and a portion of 1815 Kissingbower Road from R-2 and R-1E to B-2 with the following conditions:
 - The only approved use of the property shall be a plant nursery. Any changes of use will require reevaluation of the Planning Commission.
 - The site must substantially conform to the concept plan submitted with this application dated 12-14-2017.
 - Issuance of development permits shall be contingent upon submission of plans meeting engineering, environmental, and all other pertinent development regulations.
 - If development does not commence within 24 months or if the use ceases to exist for a 6-month period the B-2 zoning shall revert to the current R-2 and R-1E zoning.
2. Code Enforcement Case CEADD20250000136 assigned to Senior Code Enforcement Officer Brandi Palmer is currently open as *Back to Nature Garden Center* was only permitted to operate as a garden center. The applicant was forced to close all business operations except for the garden center, as the property was in violation of the previously approved zoning conditions. Such business activities included the bistro, petting zoo, event space and campsite operations.
3. The applicant was unaware that expansion of the business activities would require a zone change.
4. Adjacent zoning: West: B-1 (Neighborhood Business) and B-2 (General Business) East: R-1A (One-Family Residential) North: R-1E (One Family Residential) South: R-1A and R-3B (One Family Residential).
5. Per the Georgia Department of Transportation (GDOT) Functional Classification Map, 2017, Kissingbower Road is classified as a Local Road.
6. According to the FEMA Flood Insurance Rate Maps (FIRM), the properties are not located within a Special Flood Hazard Area.
7. Public water and sewer are present and in use currently.
8. According to Augusta-Richmond County GIS data, there are no localized wetlands located on the properties.
9. The applicant submitted a petition with approximately 89 signatures and 42 emails in support of *Back to Nature Garden Center* continuing its business and offering expanded services provided by other small businesses at the property.
10. The applicant indicated that 9 employees are employed by *Back to Nature Garden Center* as the business provides fresh food options to the local community which lies in the middle of a food desert. The nearest grocery store is over one mile away.

ENGINEERING/UTILITIES COMMENTS:

Traffic Engineering Comments:

- None received at this time

Engineering Comments:

- None received at this time

Utilities Comments:

- There is a 10" water line that is available for their use on Kissingbower Road. There is an 8" sewer line that is available for their use on their property. They need to be aware that they have a sewer

main line that runs across their property if they decide to expand the building it would need to be relocated if it became an issue of an expansion.

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

1. Permitted uses on the properties shall be limited to a bistro, plant nursery, garden center, limited petting-zoo, event space, and campsite.
2. The applicant must comply with all related aspects of the Augusta Tree Ordinance.
3. The owner needs to update their current business license to include any approved uses on the property.
4. All lighting fixtures must be directed downward and not toward buildings or residential parcels.
5. Any outdoor storage should be enclosed by a 6 ft. privacy fence.
6. An undisturbed 25 ft buffer shall be installed and maintained on all sides of the parcels that are adjacent to residential zoned parcels.
7. All petting zoo animals shall be housed and cared for according to the State of Georgia Department of Agriculture and City of Augusta-Richmond County, Georgia Health Department guidelines and regulations.
8. All future expansion and development of the properties shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, at the time of development.

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

Letter of Intent

20 January 2025

To Whom It May Concern:

It is my intent to rezone the entire property for business purposes to avoid needing to rezone for potential future development. We would like to work to continue being a positive impact on our local community by continuing offering garden center purchases, venue space and a restaurant at affordable prices. We would like to also offer expanded services provided by other small businesses such as licensed massage therapy, sound therapy and other such holistic type services. Please allow us to continue to grow and have a positive impact on the city and community we love and want to see thrive.

Back to Nature is always looking to provide offerings that are unique to the area and listen to the needs of the communities we serve. When we hear about a need, we look for a way to help.

Thank You,



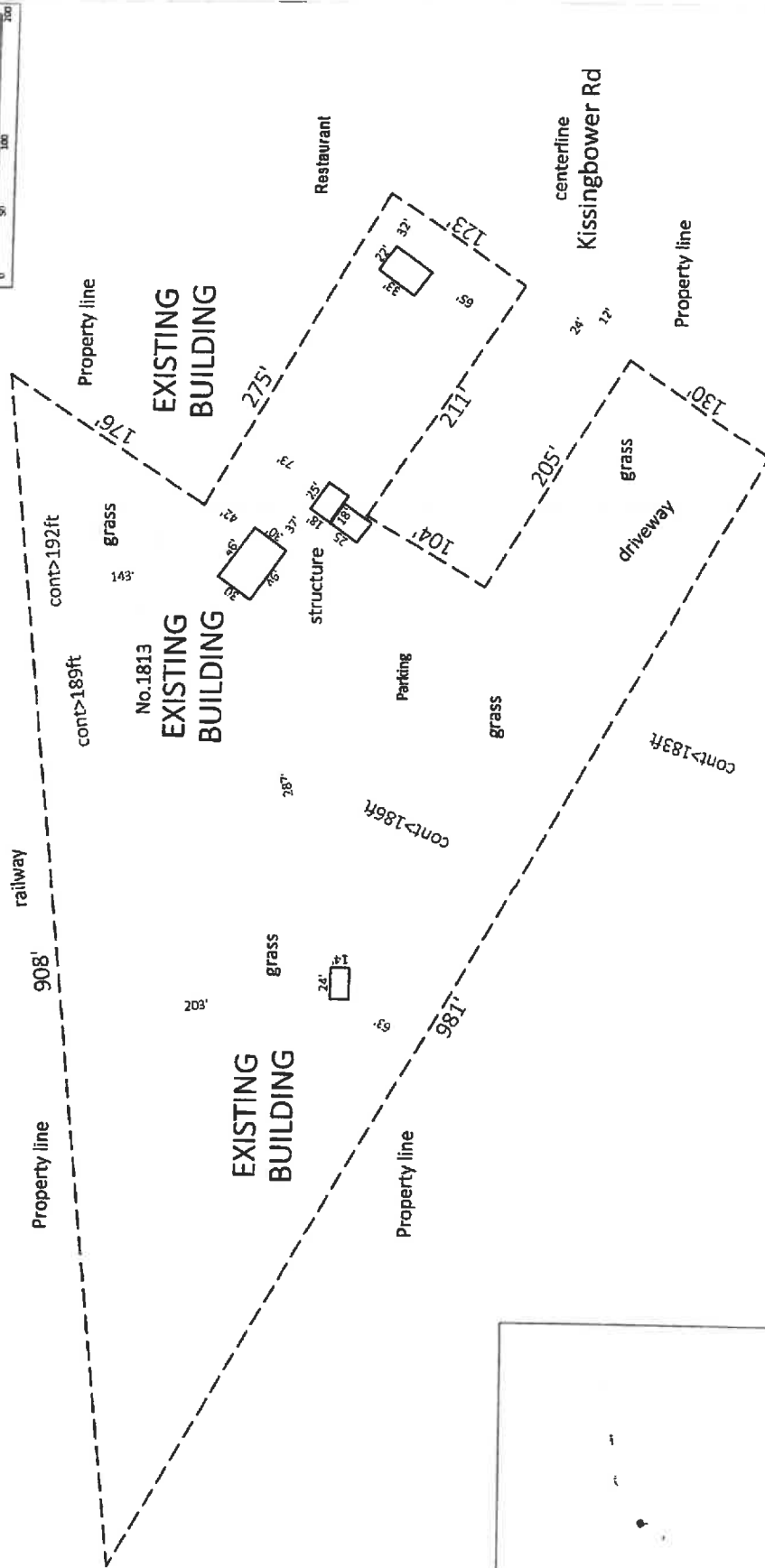
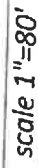
David L Harden

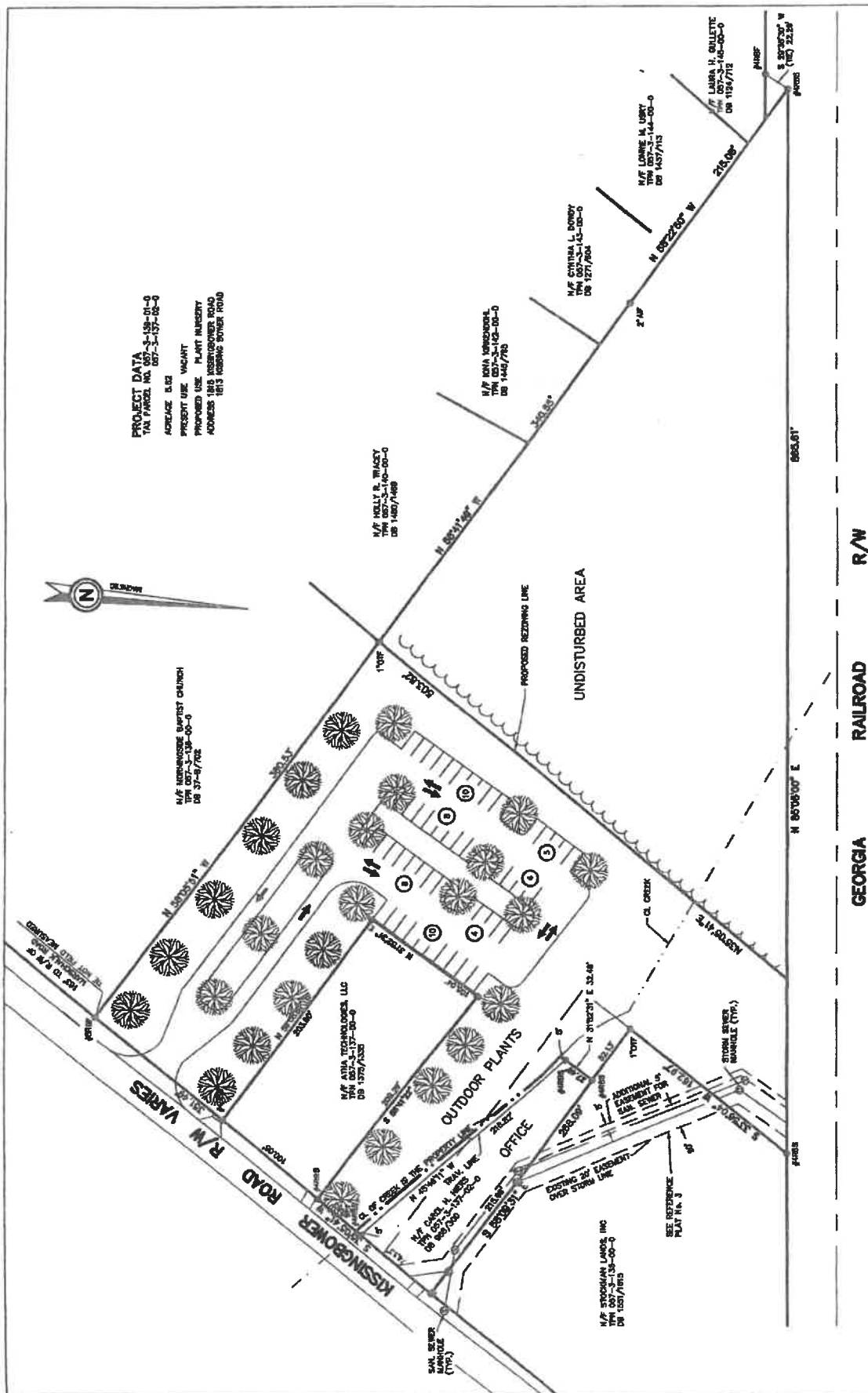
Back to Nature Garden Center



1815 Kissingbower Rd

Augusta GA 30904

**1813 & 1815 Kissingbower Rd
Augusta, GA 30904
Parcel 1 ID: 057-3-139-01-0
Parcel 2 ID: 057-3-137-02-0
Lot 1 area: 5.35 Acres
Lot 2 area: 0.27 Acres**





	<h2 style="margin: 0;">AERCORP</h2> <p style="font-size: small; margin: 0;">ENGINEERS • SURVEYORS • PLANNERS 300 BOWMAN STREET - ATLANTA, GEORGIA Tel. (770) 572-8000</p>				REVISIONS	
			REZONING PLAT FOR DAVID HARDEN			SHEET NO.
			PROPERTY LOCATED SOUTH OF AUGUSTA, IN THE 80TH Q.U.I.D.			1
			<u>RICHMOND COUNTY, GEORGIA</u>			OF
			SCALE 1" = 60'			1
			<input type="checkbox"/> NORTH AR <input type="checkbox"/> OWN L&M <input type="checkbox"/> CHNG BRT			
			JOB NO. -- TT--12385 FILE -- K -- PLAT DATE 12/14/2017			

Planning Commission
Z-25-05
March 3, 2025
1813 and 1815
Kissingbower Road

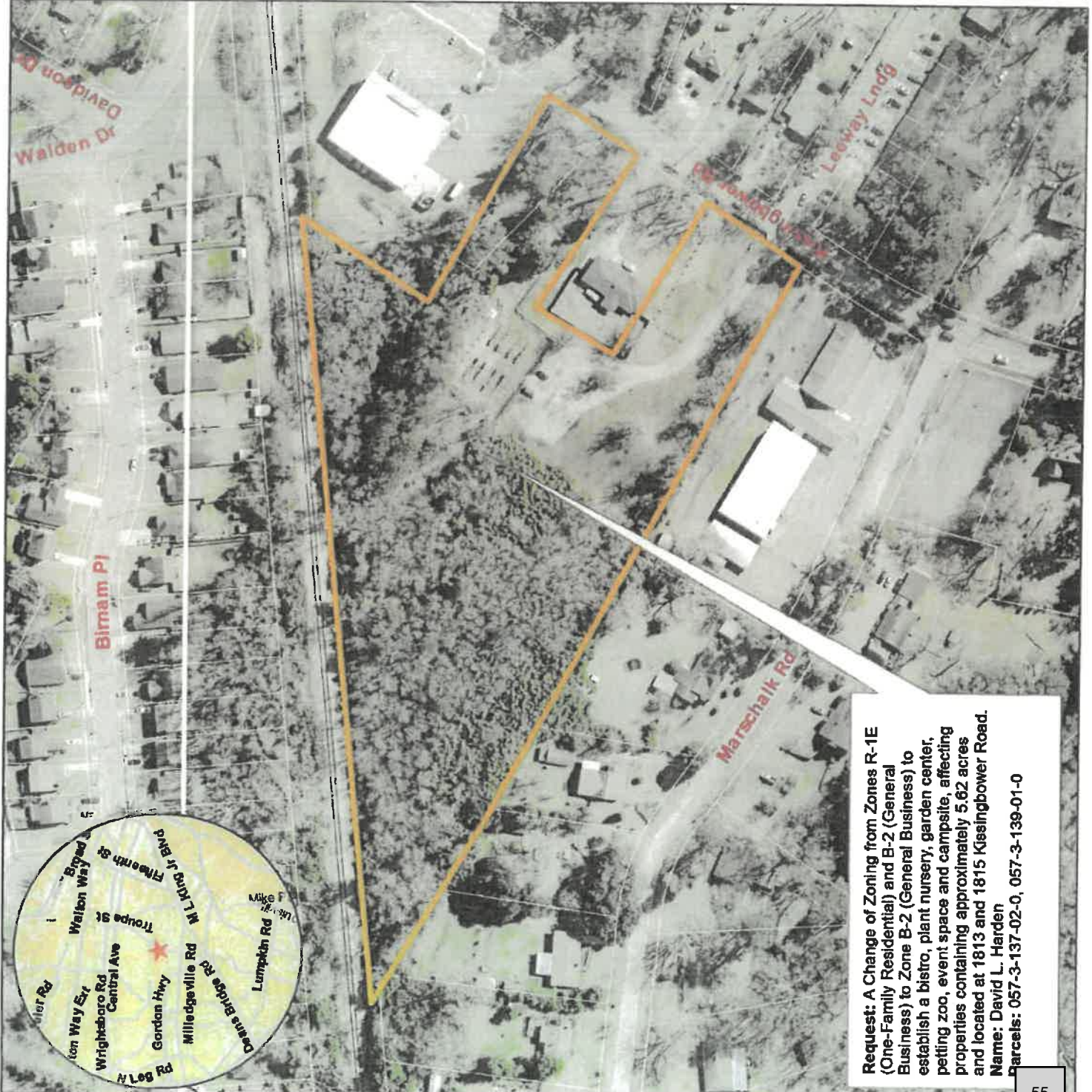
Aerial
Legend
 Subject Property


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Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
2/10/2025 MH18072

Augusta, GA Dorrheimer
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0 200 Feet



Request: A Change of Zoning from Zones R-1E (One-Family Residential) and B-2 (General Business) to Zone B-2 (General Business) to establish a bistro, plant nursery, garden center, petting zoo, event space and campsite, affecting properties containing approximately 5.62 acres and located at 1813 and 1815 Kissingbower Road.
Name: David L. Harden
Parcels: 057-3-137-02-0, 057-3-139-01-0

Planning Commission
Z-25-05
March 3, 2025

1813 and 1815
Kissingbower Road

Current Zoning

Legend

Subject Property

Zoning Classification

B-2: General Business

LI: Light Industry

R-1A: One Family
Residential

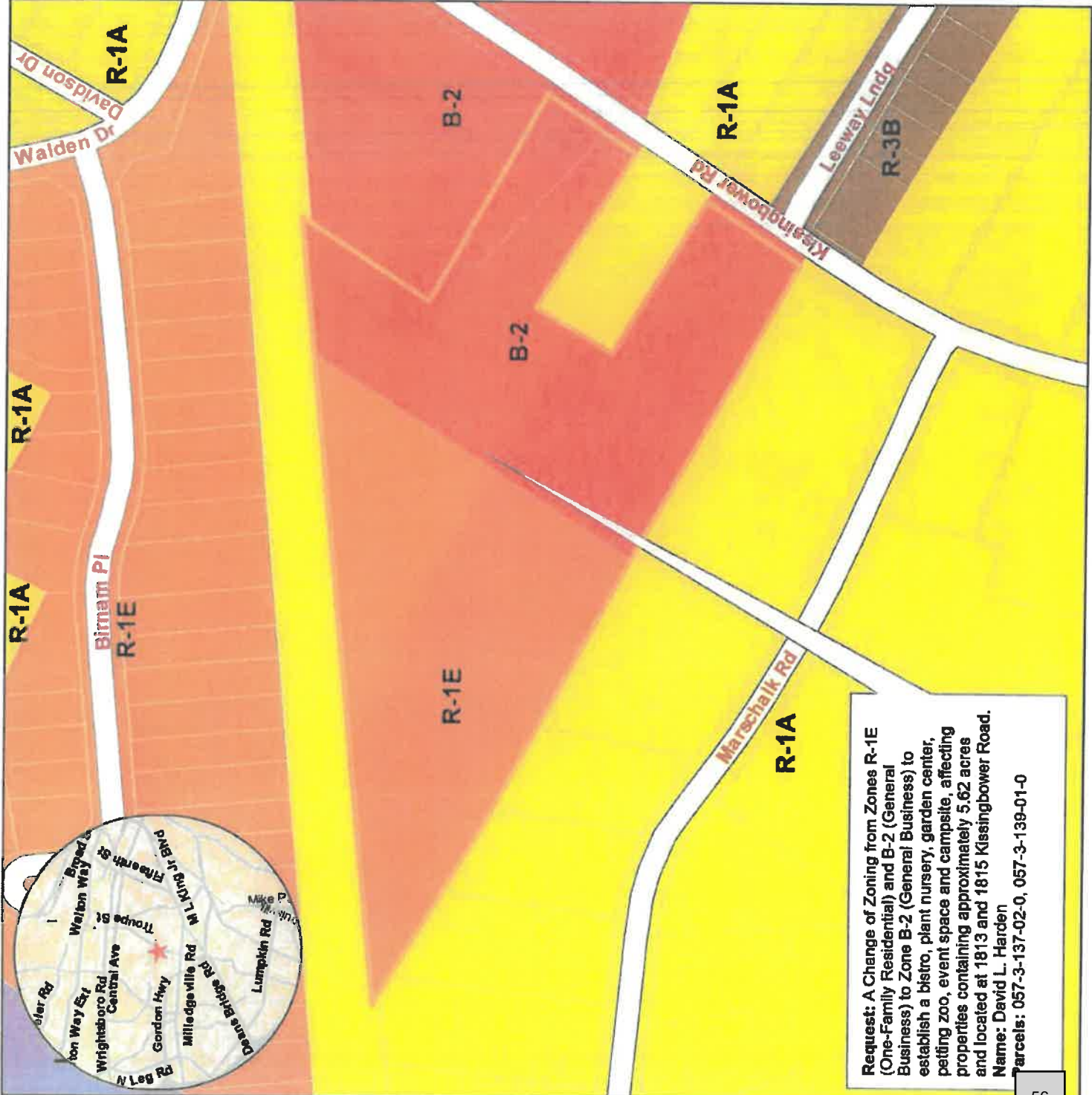
R-1E: One Family
Residential

R-3B: Multiple-Family
Residential

Augusta
Georgia

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535 Telair Street Suite 300
Augusta, GA 30901
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Planning Commission
Z-25-05
March 3, 2025

1813 and 1815
Kissingbower Road

Future Zoning

Legend

 Subject Property

Zoning Classification

 B-2: General Business

 LI: Light Industry

 R-1A: One Family Residential

 R-1E: One Family Residential

 R-3B: Multiple-Family Residential

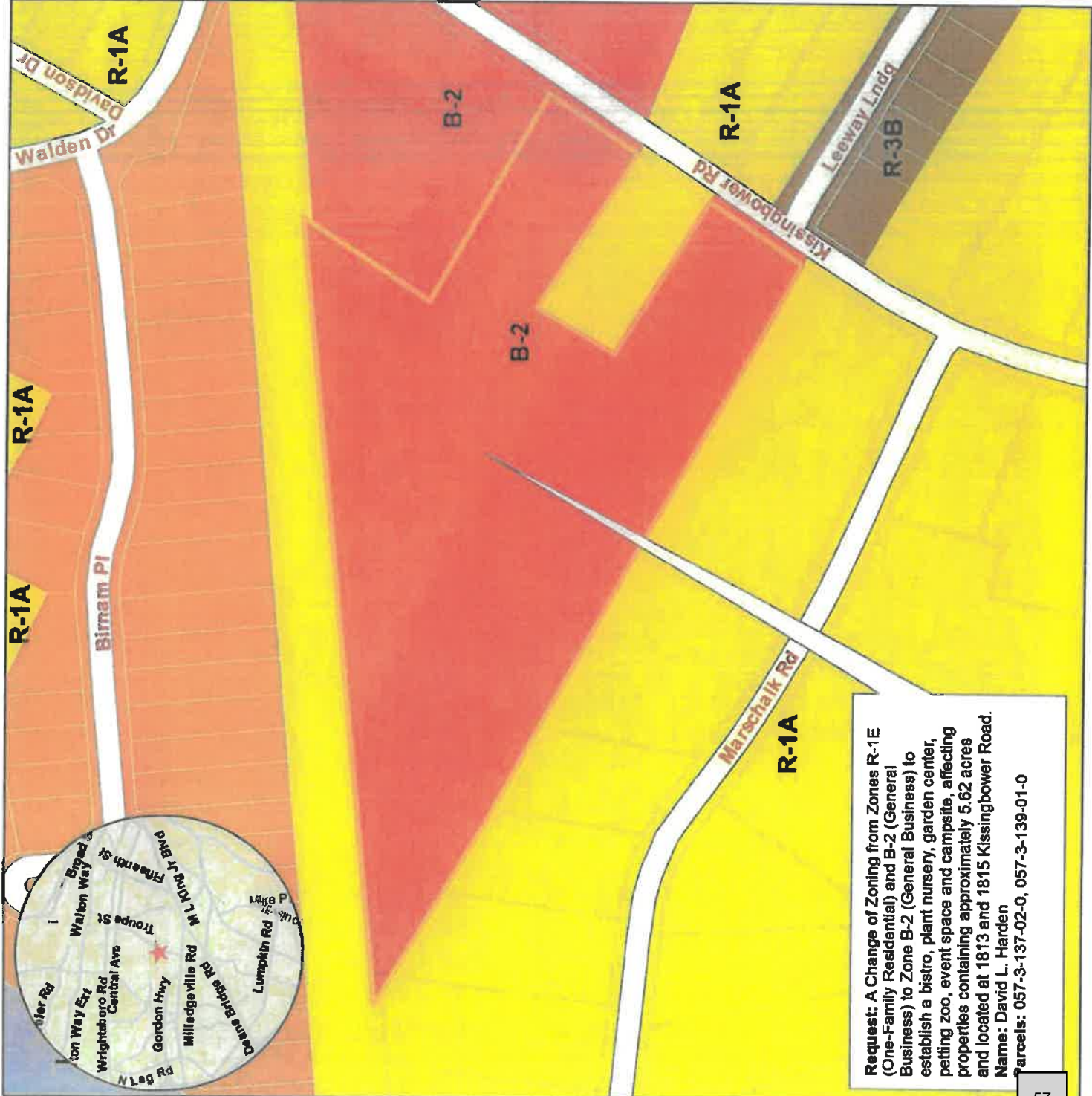


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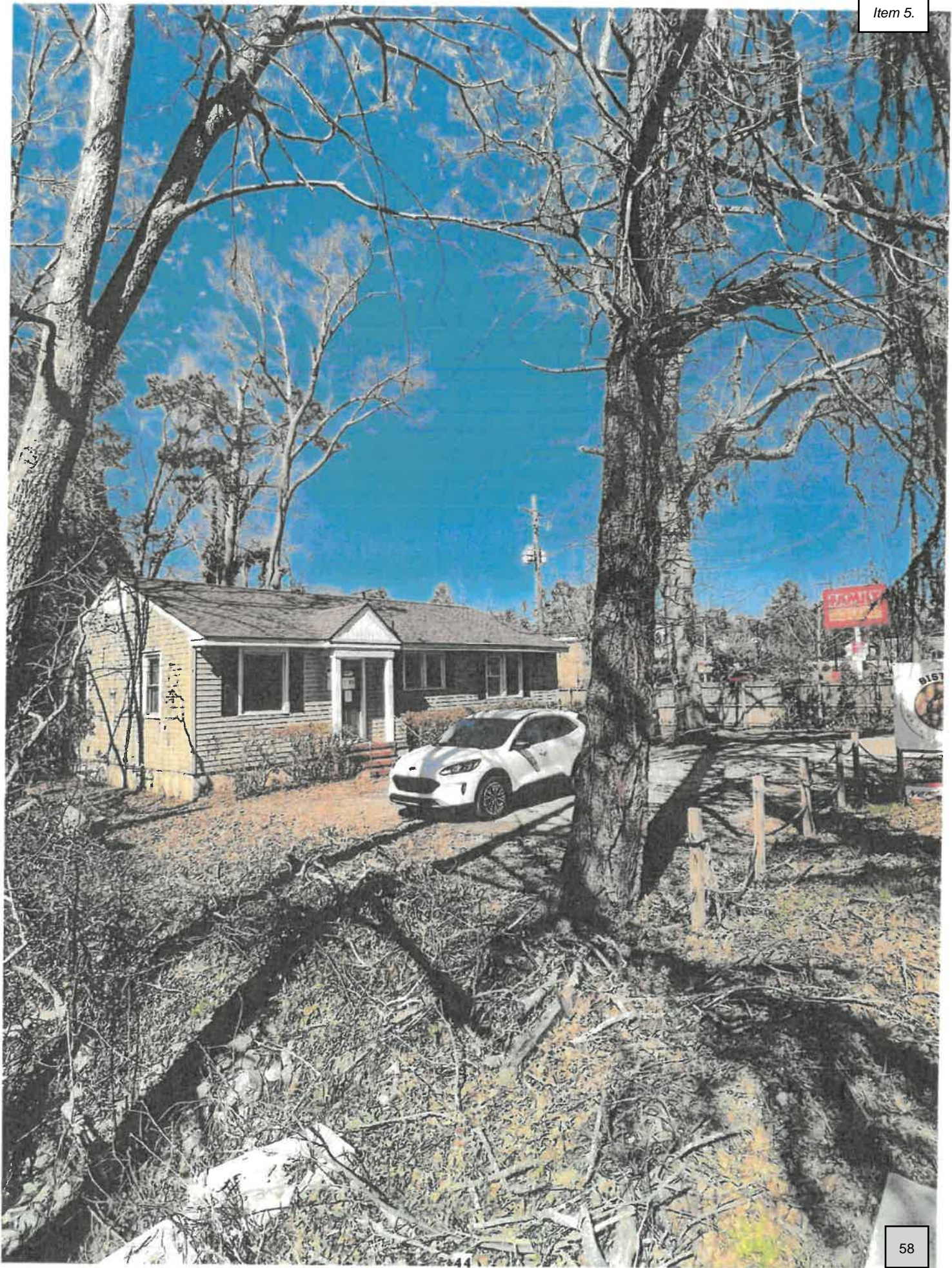
Augusta, GA Disclaimer
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0 200 Feet



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Name: David L. Harden
Parcels: 057-3-137-02-0, 057-3-139-01-0





Commission Meeting

March 18, 2025

Item Name: Z-25-06

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Z-25-06</u> -A request for concurrence with the Augusta Planning Commission to APPROVE a petition by Darius Jamschidian on behalf of CSRA Economic Opportunity Authority Inc. requesting a rezoning from zone P-1 (Professional/Office) to zone R-3C (Multiple-Family Residential) to develop apartments, affecting properties containing approximately 0.16 acres, located at 343 Telfair Street. Tax Map # 047-4-068-00-0.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. The installation of a 6 ft wooden privacy fence along the side yard and between the home and parking lot is required. 2. Any exterior improvements, new additions, or construction must receive a Certificate of Appropriateness and/or approval from the Historic Preservation Commission to include any yard work and the installation of the fence. 3. A density variance must be applied for through the Board of Zoning Appeals. 4. Approval of this rezoning request does not constitute approval of the concept site plan or the numbers of units which must be compliant with all Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property. 5. Development of the property shall comply with all residential and building development standards and regulations of the minimum housing code in addition to the City of Augusta Richmond County, Georgia Ordinances at the time of development.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Hearing Date: March 3, 2025

Case Number: Z-25-06

Applicant: Darius Jamschidian

Property Owners: CSRA Economic
Opportunity
Authority Inc.

Property Addresses: 343 Telfair Street

Tax Parcel Nos: 047-4-068-00-0

Fort Eisenhower Notification Required: N/A

Commission District 1: Jordan Johnson

Super District 9: Francine Scott



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Rezone from P-1 (Professional/Office) to R-3C (Multiple-Family Residential)	Multi-family Apartment Units	Section 18-1

SUMMARY OF REQUEST:

This petition seeks to rezone a 0.16 acre at 343 Telfair Street from P-1 (Professional/Office) to R-3C (Multiple-Family Residential) to construct multi-family apartments. The building measures 3,421 square feet and was constructed in 1901. The proposal includes the following:

- 5 one-bedroom units
- 1 two-bedroom
- 2-story residence
- 2-shared kitchenettes (one for each floor)
- 6 off-street parking spaces

COMPREHENSIVE PLAN CONSISTENCY:

The subject property is located within the Old Augusta Character Area. The vision for Old Augusta is to maintain and enhance its historic character and unique mix of land uses while maintaining stability in established neighborhoods. Underutilized parcels should be redeveloped with respect for existing development patterns and the historic architecture in the area. The proposed R-3C Apartment Development is consistent with the 2023 Comprehensive Plan.

FINDINGS:

1. The 0.16-acre tract is in Historic Olde Town District on Telfair Street between Third and Fourth Streets.
2. There are no immediate plans for exterior improvements to the site.
3. No record of any previous business licensees was found at this location. The building was last occupied by an office.
4. The Georgia Department of Transportation (GDOT) Functional Classification Map, 2017, classifies Telfair Street as minor arterial street.
5. Public transit routes run along Telfair Street, and two bus stops are located approximately 450 feet of the property.
6. Public water and sewer are present in the immediate area.
7. Adjacent zoning: West: P-1 (Professional Office) | East: P-1 (Professional Office) B-1 (Neighborhood Business) | South: P-1 (Professional Office) | North: P-1 (Professional Office)
8. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located in a Special Flood Hazard Area.
9. According to the Augusta-Richmond County GIS Wetlands Layer there are no wetlands located on the property.
10. At the time of completion of this report, staff have not received any inquiries regarding this application.

ENGINEERING/UTILITIES COMMENTS:

Traffic Engineering Comments:

- None received at this time

Engineering Comments:

- None received at this time

Utilities Comments:

- There is a 6" water line that is available for their use on Telfair Street. There is an 8" sewer line that is available for their use on Telfair Street.

Fire Comments:

- The plan does not show any fire protection features (hydrants). It appears to be acceptable.

RECOMMENDATION: The Planning Commission recommends Approval of the rezoning request to R-3C (Multiple-Family Residential) with the following conditions:

1. The installation of a 6 ft wooden privacy fence along the side yard and between the home and parking lot is required.
2. Any exterior improvements, new additions, or construction must receive a Certificate of Appropriateness and/or approval from the Historic Preservation Commission to include any yard work and the installation of the fence.
3. A density variance must be applied for through the Board of Zoning Appeals.

4. Approval of this rezoning request does not constitute approval of the concept site plan or the numbers of units which must be compliant with all Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property.
5. Development of the property shall comply with all residential and building development standards and regulations of the minimum housing code in addition to the City of Augusta Richmond County, Georgia Ordinances at the time of development.

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

January 20, 2025

To Whom It May Concern,

I am writing to formally submit a letter stating my intentions as to my request to rezone the property located at 343 Telfair Street, Augusta, Ga 30901. The purpose of this rezoning request is to allow the property to be used for long-term rentals with a focus towards serving those in various professional and medical fields of industry along with the community at large.

In recent years Augusta has grown and so has it's demand for both short-term and long-term accommodations. Specifically, we plan to offer the property as a transitional rental for individuals in need of housing, including but not limited to:

Medical Professionals: Traveling healthcare workers such as doctors, nurses, and technicians who who are frequently in need of temporary housing near hospitals and medical facilities.

Traveling IT Specialists: Professionals in the technology industry who often require short-term accommodations for work assignments.

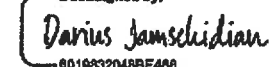
Families: Those needing temporary housing while caring for loved ones in local hospitals or medical centers.

The intent is to provide safe, clean, and comfortable accommodations to these individuals and families, filling an important gap in the local housing market. We aim to support the diverse needs of these groups while contributing positively to the community and local economy. We are also looking forward to supporting the preservation of the downtown Augusta Historical District. We believe that this proposed use of the property aligns with the zoning goals of the area and will have a positive impact on the surrounding neighborhood as we thrive and grow. We are committed to maintaining the property's historical element to the highest standards of quality and safety and will ensure that the tenants are respectful of the surrounding community.

We respectfully request your consideration and approval of this rezoning application to allow for the proposed use of the property. Please feel free to contact me, Darius Jamschidian, at 619-394-2341 or darius.jamschidian@gmail.com if you have any questions or require further information. Thank you for your time and attention to this matter.

Sincerely,

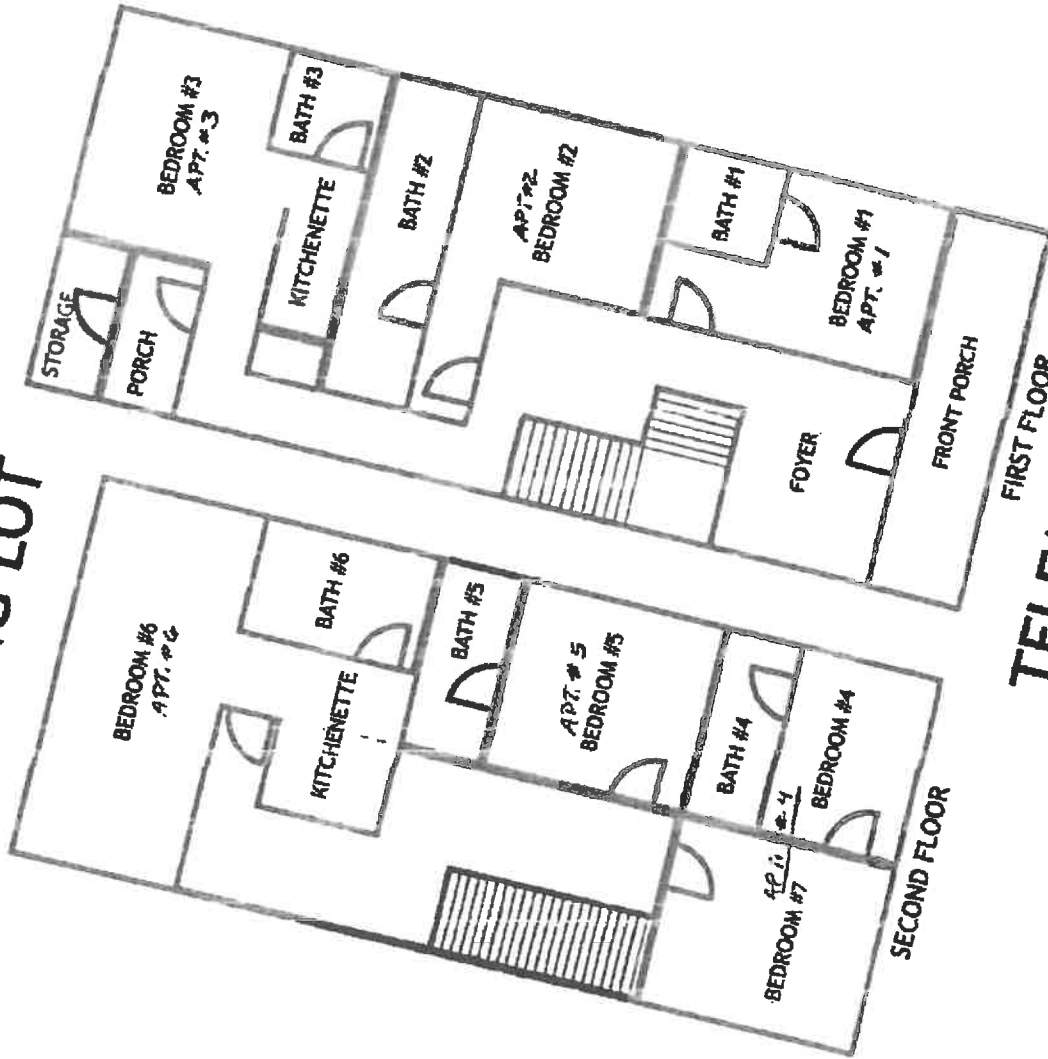
DocuSigned by:


0016832048BE498...
Darius Jamschidian

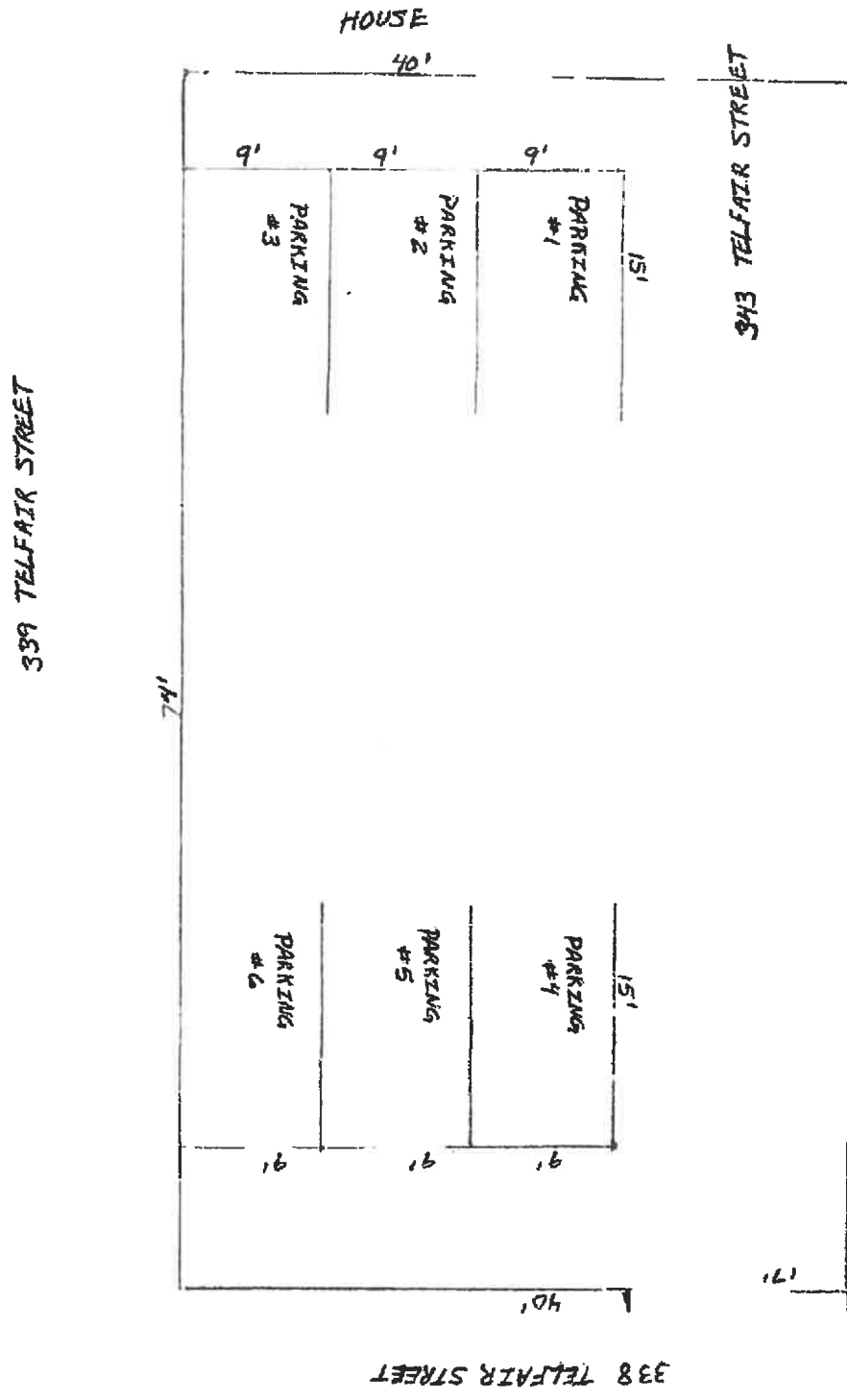
FLOOR PLAN

343 TELFAIR STREET | AUGUSTA, GA

PARKING LOT



TELFAIR STREET



345
TELF AIR
STREET

347
TELF AIR
STREET

Planning Commission
Z-25-06
March 3, 2025

343 Telfair Street

Aerial

Legend

 Subject Property



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Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
2/10/2025 MH18072

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100 Feet

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Request: A Change of Zoning from Zone P-1 (Professional Office) to Zone R-3C (Multiple-Family Residential) to develop apartments, affecting properties containing approximately 0.16 acres and located at 343 Telfair Street.
Name: Darius Jamschidian on behalf of CSRA Economic Opportunity Authority Inc.
Parcel: 047-4-068-00-0



100 Feet



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Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30601
2/10/2025 MH19072

Augusta, GA Dierlmeier

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Planning Commission
Z-25-06
March 3, 2025

343 Telfair Street


Current Zoning

Legend

 Subject Property

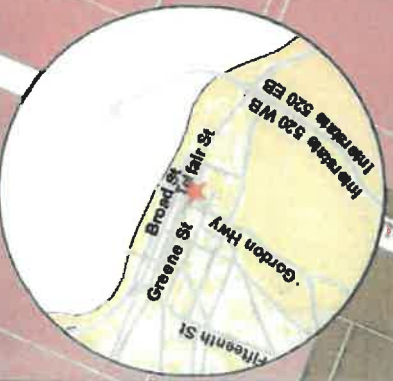
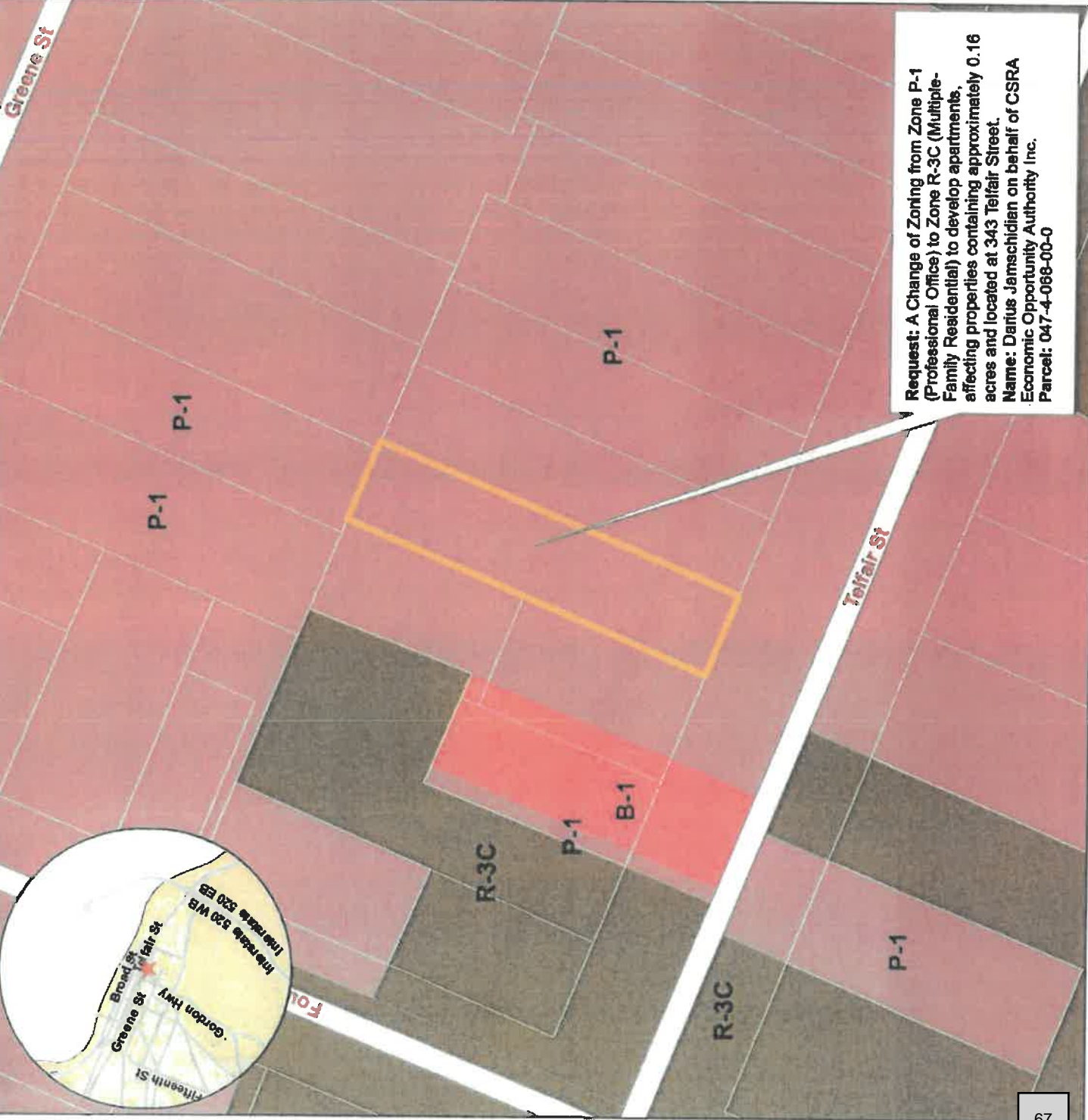
Zoning Classification

 B-1: Neighborhood Business

 P-1: Professional

 R-3C: Multiple-Family Residential

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Planning Commission
Z-25-06
March 3, 2025

343 Telfair Street

Future Zoning

Legend

 **Subject Property**

Zoning Classification

 **B-1: Neighborhood Business**

 **P-1: Professional**

 **R-3C: Multiple-Family Residential**



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Augusta, GA 30901
2/10/2025 MH18072

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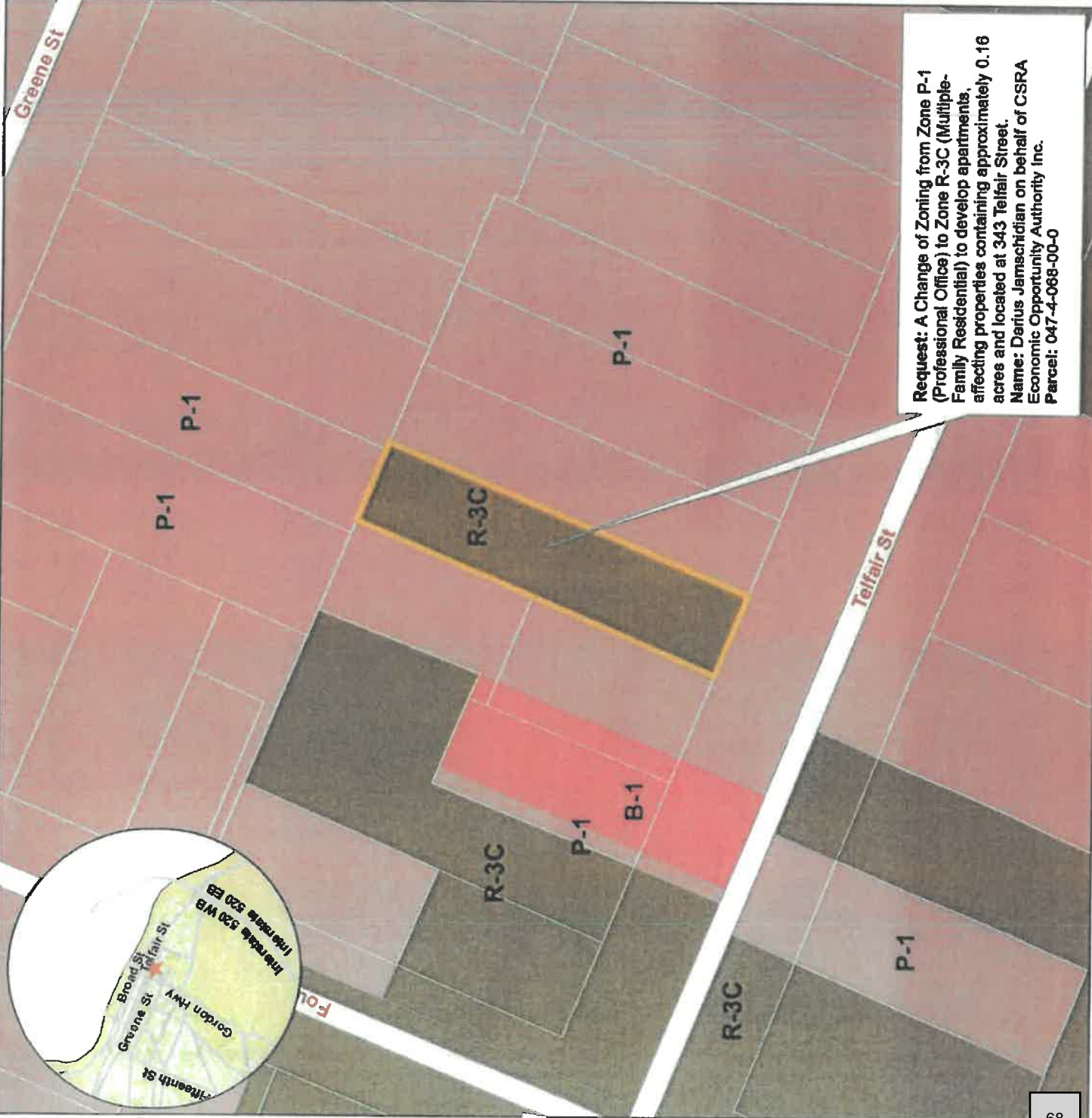
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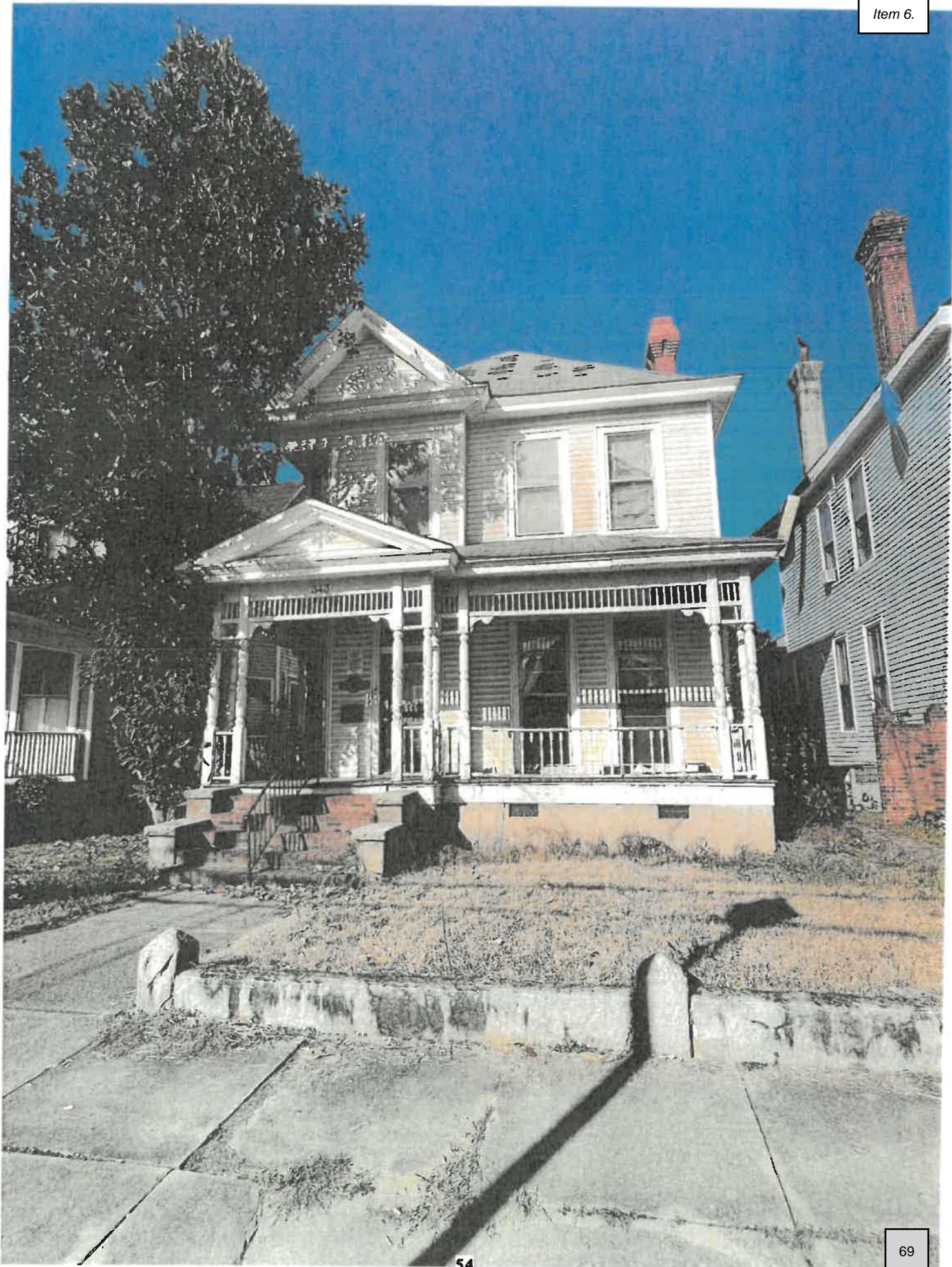


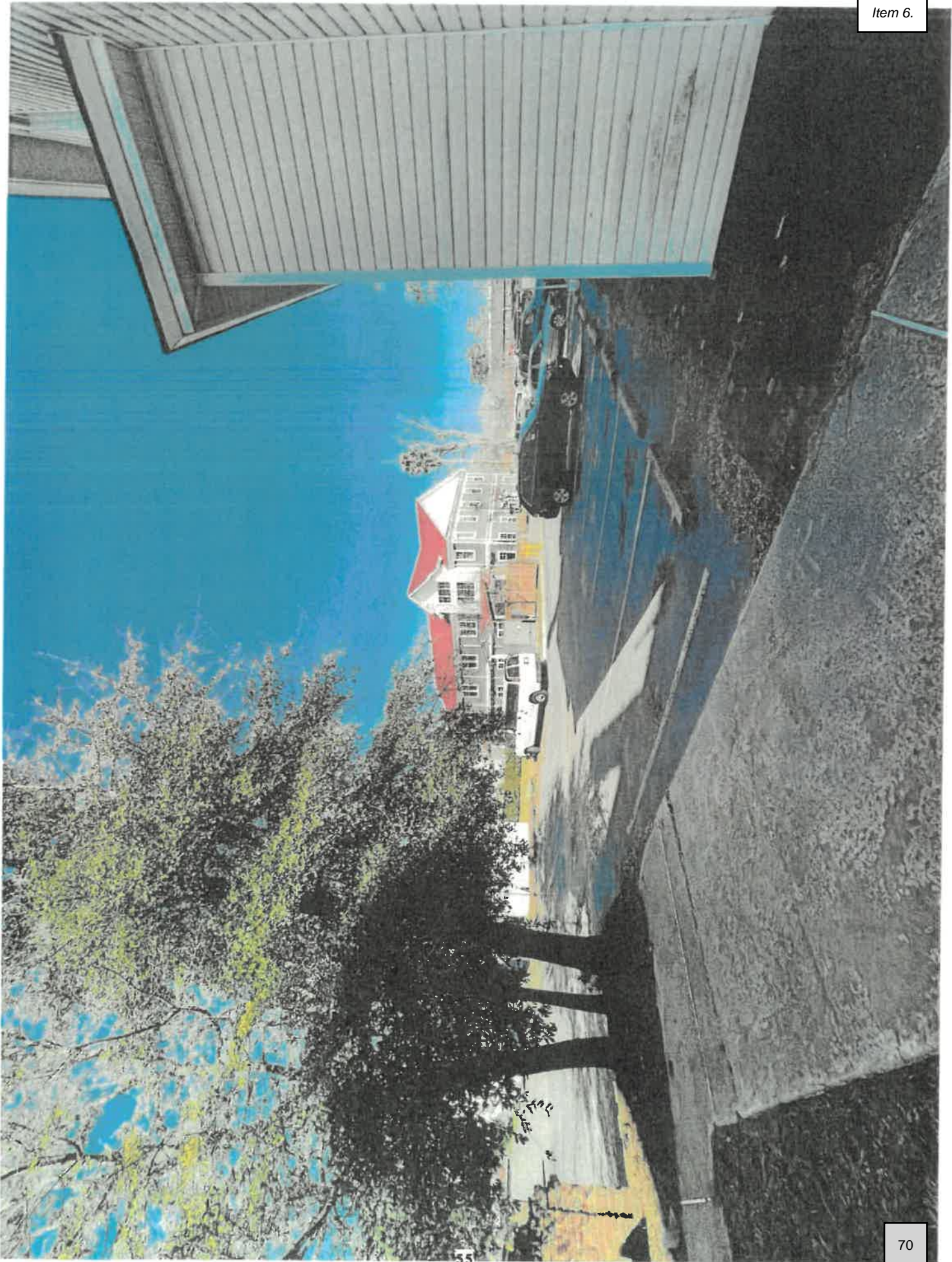
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Public Services Committee

March 11, 2025

Mosquito Control

Department:	N/A
Presenter:	N/A
Caption:	Lee A. Donohue, MD, FACP, District Health, Director Georgia Department of Public Health / East Central Health District 6 regarding Mosquito Control. (Requested by Commissioner Tony Lewis)
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

Mosquito Control: Budget Proposal

Commission of Richmond County

Lee A. Donohue, MD, FACP; District Health Director / March 11, 2025

Why Does Mosquito Control Matter?

- Mosquitoes spread diseases to humans, birds, and livestock.
- Human cases of encephalitis and other mosquito-born disease relate directly to total mosquito numbers.
- Careful application of all measures of control, including approved insecticides, limit resistance and promote safest EPA approved practice for control.
- Hurricane Helene created a perfect “bloom” for mosquito populations which impacted citizens’ quality of life; these will re-emerge shortly.
- DPH Mosquito Control is free to citizens of Richmond County and has been operating at maximal capacity for several years. There have been unavoidable wait times for spraying residences.

Mosquitoes Post Hurricane Helene

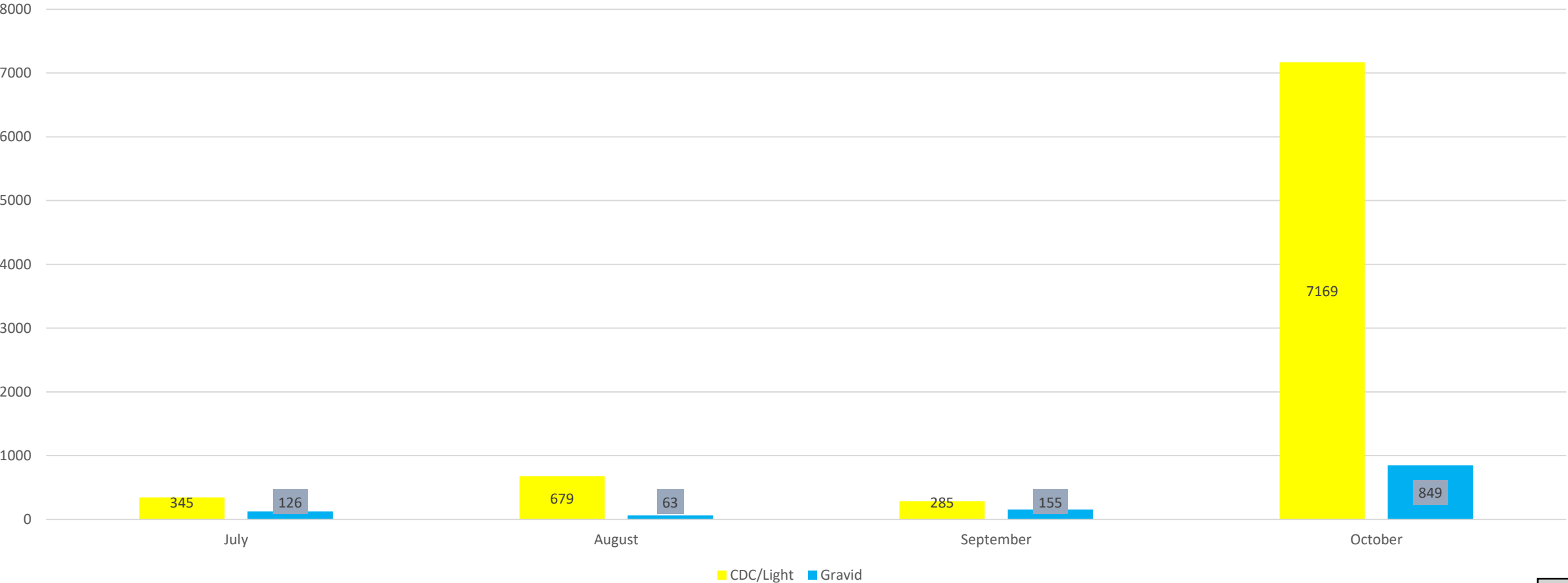


Current State of Mosquito Control

- Funded through the municipality of Richmond County (95%): \$485,000 annually
- Mosquito Control funding: \$225,000 level for past 10 years
- 2016: RCHD contracted with the City of Augusta for additional Disease Prevention/comprehensive management: \$260,000, level since then
- Spraying
 - Five trucks operating at full capacity with Mosquito Spray technicians
 - Spraying is done at dusk, when adult mosquitoes are airborne
- Post Helene: Converted to street spraying immediately, with ongoing efforts to promote debris removal, standing water, etc.
- Over 1200 homes/properties sprayed per year

Richmond County Mosquito Surveillance Data

Mosquitoes Caught Per Trap Type Per Month; Richmond 2024



Proposal

- Richmond County Mosquito Control currently allocates \$485,000 for Mosquito Control and Disease Prevention.
- Compare to Savannah/Chatham County which spends over \$5,399,000/year
 - Savannah/Chatham County:
Population: 303,650; 630 square miles (including salt marsh); aerial spraying
 - Richmond County:
Population 205,410; 305 square miles; spraying done through 3-1-1 residential request
- Request \$290,835 additional budget, \$48,000 of which is a one-time truck purchase

Proposed Budget

Proposed New Staff/Items	Purpose/Justification	Annual Cost
2 Part-Time Seasonal Mosquito Spray Technicians	Improve response time to 3-1-1 calls and staff additional truck	\$24,360
2 Part-Time Seasonal Mosquito Control Inspectors	Improve response time to 3-1-1 calls	\$24,360
Chief Pond Inspector (salary 40K plus 68% fringe rate)	Increase ability to inspect and larvicide ponds; bring ponds into code compliance	\$67,200
Part-Time Surveillance and Education Technician	Trap and identify mosquitos; education	\$21,840
Pay Raises for all Full-Time Employees	Needed for retention and market value	\$60,000
Truck Maintenance	Routine	\$5,250
Sprayer Maintenance	Routine	\$5,800
Fuel	For additional truck	\$9,250
Insurance and Bonding	Annual Equipment Insurance	\$9,250
Total Direct Costs		\$227,310
Indirect Cost (6.83% of Direct Costs)	DPH District 6 approved rate	\$15,525
Total Requested		\$242,835

Proposed Budget

Proposed New Items	Purpose/Justification	One-Time Cost
One Truck	Additional Spray Capacity	\$30,000
One Sprayer	Additional Spray Capacity	\$18,000
Total One-Time Cost		\$48,000

Summary

- Total additional funding requested: \$290,835
- \$48,000 is a one-time sprayer truck cost
- Sustained budget allocation increase of \$242,835 per year
- Total Richmond County Mosquito Control Budget: \$727,835 per year
- This will “right size” the Mosquito Control Program to best support the area being served and continue to protect Richmond County in a safe and meaningful way.

Mosquito Control: Budget Proposal

Commission of Richmond County

Lee A. Donohue, MD, FACP; District Health Director / March 11, 2025



Meeting Name: Public Services Committee

Meeting Date: March 11, 2025

Item Name: Purchase of ADA Paratransit Cutaway Vehicles

Department: Augusta Transit

Presenter: Sharon Dottery

Caption: A motion to approve the purchase of two (2) Paratransit Cutaway Vehicles from Model 1 Commercial Vehicles of College Park Georgia.

Background: The vehicles will be purchased using Model 1's State of Georgia Contract Number 9999 SPD0000212-0005. The cost per vehicle is \$125,973.

Analysis: These vehicles will replace two ADA Paratransit aging vehicles that have exceeded the 4-years/100,000-mile useful life established by the Federal Transit Administration. The pricing for these vehicles includes extended warranties of 5-years/100,00 miles on most components such as the chassis, climate Control System, and Structure and Body Systems.

Financial Impact: The project will be funded through GDOT TTFP Grant, no match required and 80/20 Federal and local respectively. The total cost of the project is \$251,946.

The allocated funding breakdown is:

	Split	GDOT	Federal	Local
GDOT TTFP Grant	0	\$127,423	\$ 0.00	\$ 0.00
FTA Grant GA-2018-016	80/20		\$ 1,944.00	\$ 486.00
FTA Grant GA-2024-022	80/20		\$ 97,674.40	\$ 24,418.60
Total		\$251,946.00	\$ 127,423	\$ 224,418.60

Alternatives: Deny request.

Recommendation: Approve the purchase of the Vehicles from Model1 contract allowing Transit to move forward with this project.

Funds are available in the following accounts: 54709-1121-54-22220
54709-1224-54-22220
54709-1230-54-22220

REVIEWED AND APPROVED BY: N/A

Date 2/13/2025

GEORGIA DOAS**99999-SPD- SPD0000212 - 0005****FY 2024**

Preparer: Karla Lynch

Base Model

Starcraft Allstar 7.3L V8 Gas 158" WB 12,500 GVWR

Base Model Price: \$ 108,797.00

Mandatory Priced Options: \$ -

Other Available Options: \$ 2,506.25

Other Available Options (Cont.): \$ 6,587.50

CBS Unpublished Options: \$ 6,122.25

Delivery Miles: 784

Delivery Fee: \$ 1,960.00

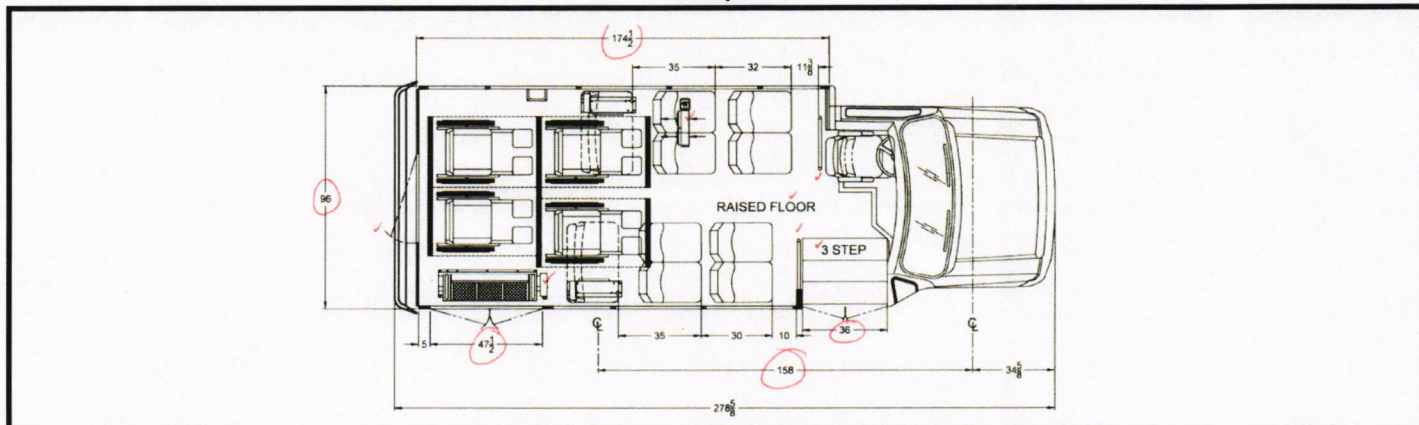
Vehicle Length	Lift Position	WC Positions	Total # Passengers	CDL Required
23'	Rear	2	12	No

QTY Vehicles: 2 Total Contract Price: \$ 251,946.00

Per Vehicle Price: \$ 125,973.00

Customer Info

Customer:	Augusta Public Transit
Address:	2844 Regency Blvd. Augusta, GA 30904
Contact:	Sharon Dottery
Office Phone:	706-821-1721
Mobile Phone:	
E-Mail:	sdottery@augustaga.gov

Floorplan

2/13/2025

Base Model Features**Chassis**

Ford E-350 chassis - 12,500 GVWR
7.3L V8 gasoline engine
6-Speed TorqShift Automatic Transmission
Twin I-Beam IFS front axle - 5,000 lbs.
Full-floating, Dana 10.5" rear axle - 8,500 lbs.
Power-assisted hydraulic front & rear disc brakes
4-wheel anti-lock brake system
210 Amp Alternator
Dual, maintenance-free batteries
40 Gallon Fuel Tank
Power steering with tilt wheel
Front coil springs - 5,000 lbs
Rear multi-leaf, single-stage rear springs - 8,500 lbs
HD gas shock absorbers
Front & rear stabilizer bars
LT225/75Rx16E All Season Tires
Dual rear wheels
OEM chassis dash heater, A/C, and defroster
Chrome front bumper

Body

Starcraft Allstar
Pre-painted white galvanized steel sidewalls and skirts
Fiberglass front and rear caps
One-piece seamless FRP roof
70K BTU rear A/C system
Gerflor Sirius Graphite flooring
Yellow step nosing
Rear mud flaps
70K BTU rear heater
Electrically actuated passenger entry door with full length glass
Mid High rigid passenger seats

ADA

Double wheelchair doors with spring tensioner door stays
Rear wheelchair lift (aft of rear axle)
Braun NL-919-2 wheelchair lift (800# capacity)
ADA interlock/fast idle
Two (2) Q'Straint QRT-with L Track wheelchair securements with combo lap/shoulder belt

Safety

5 lb. fire extinguisher
First aid kit
Emergency triangle kit
Backup alarm
Backup camera system with 7" monitor



STARCRAFT COMMERCIAL BUS OPTIONAL 5-YEAR/100,000 MILE EXTENDED WARRANTY

Notice

Please ensure that the warranty registration is completed online in Dealer Connect by your purchasing dealer. Electronic entry into the warranty system registers the warranty with Starcraft Bus so that Starcraft Bus has record of your rights under this limited warranty and to assure prompt assistance. Your dealer will provide the warranty info for you to sign in order for entry into this system. If you do not remember signing a Starcraft Bus warranty registration at the time of delivery, please contact your dealer.

Definition of Terms

Authorized Starcraft Bus Dealer ("Dealer"): This agreement is applicable only in the United States, Puerto Rico and Canada. Any Authorized Dealer of the owner's choice may perform warranty service work under the Starcraft Bus Warranty Agreement. This vehicle should be delivered to the authorized dealer during normal service hours. A reasonable time should be allowed after taking the vehicle to the authorized dealer for performance of the repair.

Starcraft Bus, Division of Forest River Bus, LLC. ("Warrantor"): The party obligated to perform under this Agreement.

Original Purchaser: Person or entity that is a recipient of this product provided by a dealer under a purchase order or contract sales.

Wear and Tear: The deterioration of a part or material beyond the manufacturer's specified tolerances that occur naturally over time and under normal operating conditions.

1. Who Warrants The Product

The product, as described and limited here, is warranted by the manufacturer and installer of the body: Starcraft Bus, Division of Forest River Bus, LLC., hereinafter referred to as Starcraft Bus, 2367 Century Drive, Goshen, IN; and is administered by the Forest River Bus Customer Service Department, Goshen, Indiana 46528.

2. Who Is Covered

Starcraft Bus, the warrantor, extends this limited warranty agreement to the original owner only of the vehicle during the Warranty Period.

3. What Is Covered

Starcraft Bus, your warrantor, extends the following limited warranty to you; in which the limited warranty covers your conversion only pertaining to material defects in all materials and workmanship supplied by or performed by Starcraft Bus.

4. Warranty Period

The Starcraft Bus limited warranty is for a period of five (5) years from the date of first delivery or 100,000 miles, whichever occurs first, except for other coverages listed under "Other Warranties That May Apply" and items listed under "Exclusions and Limitations" and "Limits of the Warranty."

5. Exterior Paint

Exterior Paint, performed by Starcraft Bus, is fully warranted to be free of substantial defects in workmanship by Starcraft Bus for the first three (3) years (50,000 miles) from date of original purchase, 50% warranted four (4) years (75,000 miles), and 25% warranted five (5) years (100,000 miles) from date of original purchase.

6. Other Warranties That May Apply

Starcraft Bus does not warrant the base chassis itself. The vehicle engine, chassis, drive-train, suspension system, battery and other chassis components are covered by a separate warranty offered by the manufacturer of the chassis and administered by the chassis manufacturer's authorized dealers. The tire manufacturer separately warrants tires. In addition, all aftermarket springs, suspensions, driveline retarders, etc., such as Liquid Springs, Mor Ryde, Kelderman, Telma, etc. are not covered by Starcraft Bus. These items are covered by their original manufacturer and their warranties may vary.

7. Owner's Responsibility

Proper preventative maintenance of the exterior and interior of the vehicle is the responsibility of the owner. See the owner's manual(s) for proper care instructions. Defects or damage as a result of improper care or maintenance are not covered by this warranty agreement.

8. Exclusions and Limitations

Damage caused by abuse, misuse, failure to observe reasonable required maintenance practices, acid rain, accidents, natural disasters, acts of war, facing of fabrics, carpeting and/or fiberglass are not covered. Light bulbs and fuses are not covered.

Damage to the unit if such damage is the result of deterioration due to normal use, wear and tear, or exposure to the elements.

Damages that may occur to the chassis, frame, other parts or components that occur due to overloading will not be covered and may invalidate portions of the Starcraft Bus warranty agreement.

Cosmetic or surface corrosion resulting from stone chips or scratches in paint are not covered.

Replacement parts provided under terms of the warranty agreement will whenever possible, match original equipment. When necessary, Starcraft Bus will substitute parts of comparable function and value. Defective items may be replaced with new, remanufactured, reconditioned or repaired components.

Modifications, alterations or repairs performed by unauthorized personnel may invalidate portions of the Starcraft Bus warranty. In addition, using the vehicle to tow another vehicle is prohibited and may void warranty. Contact Starcraft Bus Customer Service before you make modifications, alteration or repairs.

9. Recovery Limitations

No person shall be entitled to recover from warrantor for any consequential or incidental damages arising out of or relating to any defect in the product. These limitations include but are not limited to, loss of time; loss of use; loss of revenues, salaries or commissions; towing charges; bus fares; bus rentals; car rentals; gasoline expenses; telephone charges; inconvenience or other incidental damages.

10. How To Get Warranty Service

To obtain warranty service, contact or visit the dealership where you originally purchased your vehicle or another warranty service facility designated by Starcraft Bus. The dealership must contact Starcraft Bus Customer Service Department for authorization to have a warranty claim submitted. If you or your dealer has moved, or if your dealer is no longer in business, contact Starcraft Bus Customer Service Department (see address and telephone numbers below) for the name of a Starcraft Bus dealer nearest to you. Your claim must be made within 14 days of the discovery of the defect. Starcraft Bus will determine authorization based on and subject to the terms of the warranty agreement. All warranty claims must be reported within the warranty period. Warranty personnel must authorize all warranty service prior to performance. Warranty service may be reported directly to the warrantor or to one of their authorized dealers. If warranty personnel approve warranty service, you must leave the unit at the appropriate warranty service location for a sufficient time to perform service.

11. Who Performs Warranty Service

It is recommended you obtain warranty service at the dealership where you originally purchased your bus. If the dealership cannot perform the service work, they should call Starcraft Bus Customer Service Department for assistance (see number below). If you are unable to visit your original dealer, contact Starcraft Bus Customer Service Department (address below) for the name and location of a Starcraft Bus dealer near you.

12. Dispute Resolution

Should you be unable to resolve a disagreement with your dealer regarding your right to pursue warranty coverage for a needed repair, contact the Starcraft Bus Customer Service Department (see address below). If a dispute about warranty service arises between Starcraft Bus and you, the owner, the disagreement will be resolved in accordance with the customary procedures of the American Arbitration Association relating to commercial transactions, or the dispute will be submitted to a panel of three (3) arbitrators for decision. The panel will be made up of one member appointed by Starcraft Bus, one member appointed by the complainant/owner, and one member from the arbitrator group mentioned above. Any and all legal remedies shall be available to the owner after pursuing this informal dispute resolution if a ruling is entered against Starcraft Bus and Starcraft Bus fails to abide by the ruling. The expenses of arbitration will be paid by the party against whom the arbitrator(s) rule.

13. Limits Of Warranty

This written statement of limited warranty represents the entire warranty authorized and offered by Starcraft Bus. There are no warranties or representations beyond those expressed in this written document. Any dealership, salesperson or agent cannot amend it. It expressly limits all warranties, including, but not limited to, by way of specification, both express and implied warranties, including warranties or merchantability and fitness for a particular purpose along with all other liabilities or obligations of Starcraft Bus.

FEDERAL COMPLIANCE

THE TERMS OF THE WARRANTOR'S UNDERTAKING EXPRESSED IN THIS LIMITED WARRANTY ARE DRAFTED TO COMPLY WITH THE MAGNUSEN MOSS WARRANTY LEGISLATION, P.L. 93-637 OF 1974, AND OTHER APPLICABLE LAW. ANY WARRANTY PROVISIONS PROMULGATED BY THE FEDERAL TRADE COMMISSION PURSUANT TO RULES OR ANY OTHER LAW RELATIVE THERETO ARE EXPRESSLY INCORPORATED HEREIN. TO THE EXTENT ANY PROVISIONS OF THIS LIMITED WARRANTY ARE INCONSISTENT WITH STATE LAWS, ONLY THOSE PARTS INCONSISTENT ARE VOID.

STARCRAFT BUS
Division of Forest River Bus, LLC.
CUSTOMER SERVICE DEPT.
2367 Century Drive
Goshen, IN 46528
Phone: 574.642.3112
Toll Free: 800.348.7440
Fax: 574.970.6815



Public Services Committee Meeting

March 11, 2025

Alcohol License

Department:	Planning & Development
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	A.N. 25-11 – Existing Location, New Ownership: Retail Package Beer and Wine, Prayashkumar Patel applicant for Bhalabhai, LLC DBA Joy Food Mart, 3011 Wheeler Road. District 7, Super District 10
Background:	Existing Business Name – Wheeler Express
Analysis:	Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
Financial Impact:	Applicant to pay a fee of \$1,330.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements. Sheriff’s Office approved the application subject to additional information not contradicting applicants’ statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number 2024-1649

1. Name of Business BHALABHAI LLC dba JOY FOOD MART
2. Business Address 3011 WHEELER ROAD
3. City AUGUSTA State GA Zip 30907
4. Business Phone (706) 706-589-5345 Home Phone () _____
5. Applicant Name and Address: PRAYASHKUMAR PATEL
1222 ARCILLA PT
MARTINEZ GA 30907
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant: _____
8. Business Location: Map & Parcel 025-3-033-03-0 Zoning _____
9. Location Manager(s) PRAYASHKUMAR PATEL
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
(X) Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 05-19-2022
12. Mailing Address:
Name of Business BHALABHAI LLC dba JOY FOOD MART
Attention PRAYASHKUMAR PATEL
Address 3011 WHEELER ROAD
City/State/Zip AUGUSTA GA 30909
13. Ownership Type: (X) Corporation () Partnership () Individual
14. Corporate Name: BHALABHAI LLC
List name and other required information for each person having interest in this business.

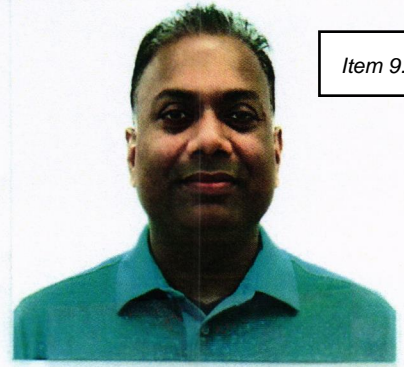
Name	Position	SSNO #	Address	Interest
PRAYASHKUMAR PATEL	MEMBER			100%

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

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer		X	X		X
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: 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? (X) Yes () No If so, please initial. _____



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (X) No
If yes, give full details: _____
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. (X) Yes () No
If yes, give reason charged or held, date and place where charged and its disposition.
CODE 40-6-391 (A)(1); 7-5-2013; AUGUSTA, GA; GUILTY; CLEARED ALL SENTENCING REQUIREMENTS
21. List owner or owners of building and property.
HEER AND RIDDHI LLC
22. List the name and other required information for each person, firm or corporation having any interest in the business.
NONE
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, PRAYASHKUMAR PATEL
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.
Applicant Signature Prayash Patel
25. I hereby certify that PRAYASHKUMAR PATEL is personally known to be, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.
This 6 day of December, in the year 2024.

Brandy Tukes
NOTARY PUBLIC

Columbia County, GEORGIA

My Commission Expires 08/28/2027

Brandy Tukes
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

PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: A.N. 25-11

Application Type: Retail Package Beer & Wine– Existing Location/ New Ownership

Business Name: Bhalabhai, LLC – DBA Joy Food Mart

Hearing Date: March 11, 2025

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

Applicant: Prayashkumar Patel

Property Owner: Heer & Riddhi LLC

Address of Property: 3011 Wheeler Rd

Tax Parcel #: 025-3-033-03-0

Commission Districts: District 7, Super District 10



ANALYSIS:

Location Restrictions:

- **Zoning:** Neighborhood Business, B-1
- **Distance Requirements:** The proposed location for retail package Beer & Wine meets the minimum distance to churches, schools, libraries, and public recreational areas.

ADDITIONAL CONSIDERATIONS:

- **Reputation, Character** – The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous Violations of Liquor Laws** – If the applicant is a previous holder of a license to sell alcoholic liquors, whether they have violated any laws, regulations, or ordinances relating to such business.
- **Manner of Conducting Prior Liquor Business** – If the applicant is a previous holder of a license to sell alcoholic liquors, the manner with which they conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation, or ordinance relating to such business.
- **Location** - The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
- **Number of Licenses in a Trading Area** – The number of licenses already granted for a similar business in the trading area of place for which the license is sought.
- **Dancing** – If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled of supervised by them,

the manner with which they controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.

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

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

RECOMMENDATION:

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

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

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



Public Services Committee Meeting

March 11, 2025

Alcohol License

Department:	Planning & Development
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	A.N. 25-12 – Existing Location, New Ownership: Retail Package Beer and Wine, Iqbal H. Mohammed applicant for Get N Go, 2350 Windsor Spring Road, District 6, Super District 10
Background:	Existing Business Name – Walia Grocery LLC
Analysis:	Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
Financial Impact:	Applicant to pay a fee of \$1,330.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements. Sheriff’s Office approved the application subject to additional information not contradicting applicants’ statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

ORIGINAL

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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business Get N Go
2. Business Address 2350 Windsor Spring Rd. Ste. A
3. City Augusta State GA Zip 30906
4. Business Phone (____) _____ Home Phone (____) _____
5. Applicant Name and Address: Iqbal Hussain Mohammed
789 Locks Way
Augusta, GA. 30907
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) Iqbal H. Mohammed
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
(X) Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 10/23/2024
12. Mailing Address:
Name of Business Get N Go
Attention Iqbal H. Mohammed
Address 789 Locks Way
City/State/Zip Augusta, GA. 30907
13. Ownership Type: (X) Corporation () Partnership () Individual
14. Corporate Name: Rizq of Augusta, LLC
List name and other required information for each person having interest in this business.

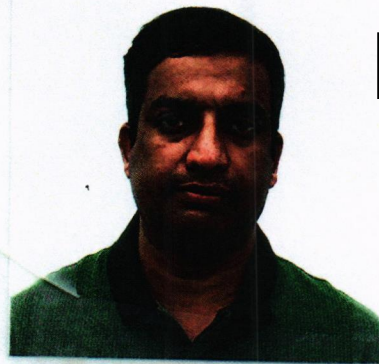
Name	Position	SSNO #	Address	Interest
Iqbal H. Mohammed	Member		Augusta, GA. 30907	100%

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

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

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

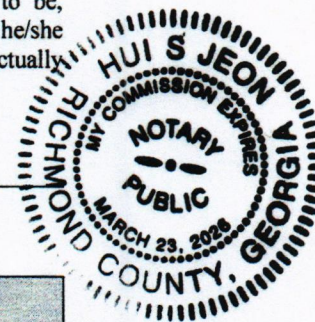
16. Have you ever applied for an Alcohol Beverage License before: Yes
If so, give year of application and its disposition: Shoppers Stop
1649 Olive Rd. Augusta, GA. 30904. Dec. 2015 to Current
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (X) Yes () No
If so, please initial. SL



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (X) No
If yes, give full details: _____
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. () Yes (X) No
If yes, give reason charged or held, date and place where charged and its disposition. _____
21. List owner or owners of building and property.
Anoor Properties, LLC - Iqbal H. Mohammed
22. List the name and other required information for each person, firm or corporation having any interest in the business.
Iqbal H. Mohammed 100 %
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, Iqbal H. Mohammed
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the foregoing alcoholic beverage application are true.
25. I hereby certify that Iqbal H. Mohammed is personally known to be, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.
This 04 day of December, in the year 2024.

Applicant Signature

Notary Public



FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator

Date

PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: A.N. 25-12

Application Type: Retail Package Beer & Wine– Existing Location/ New Ownership

Business Name: Get N Go

Hearing Date: March 11, 2025

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

Applicant: Iqbal H. Mohammed

Property Owner: Walia Properties LLC

Address of Property: 2350 Windsor Spring Rd

Tax Parcel #: 121-0-020-01-0

Commission Districts: District 6,
Super District
10



ANALYSIS:

Location Restrictions:

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

ADDITIONAL CONSIDERATIONS:

- **Reputation, Character** – The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous Violations of Liquor Laws** – If the applicant is a previous holder of a license to sell alcoholic liquors, whether they have violated any laws, regulations, or ordinances relating to such business.
- **Manner of Conducting Prior Liquor Business** – If the applicant is a previous holder of a license to sell alcoholic liquors, the manner with which they conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation, or ordinance relating to such business.
- **Location** - The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.

- **Number of Licenses in a Trading Area** – The number of licenses already granted for a similar business in the trading area of place for which the license is sought.
- **Dancing** – If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled or supervised by them, the manner with which they controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.
- **Previous Revocation of License** – If the applicant is a person whose license issued under the police powers of any governing authority has been previously suspended, or revoked, or who has previously had an alcoholic beverages license suspended or revoked.
- **Payment of Taxes** - If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of Minors** – Any circumstances which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirements under Section 6-2-64(b) herein.
- **Prior Incidents** - Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **Previous Denial or Revocation** – The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

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

RECOMMENDATION:

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

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

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



Public Services Committee Meeting

March 11, 2025

Alcohol License

Department:	Planning & Development
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	A.N. 25-14 – New Location: Consumption on Premises Liquor, Beer and Wine with Sunday Sales, James G. James applicant for JLK Group Holdings, located at 2163 Central Ave, District 1, Super District 9
Background:	New Location
Analysis:	Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
Financial Impact:	Applicant to pay a fee of \$5,610
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements. Sheriff’s Office approved the application subject to additional information not contradicting applicants’ statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year 2025 Alcohol Account Number _____

1. Name of Business JLK GROUP HOLDINGS (ENGINE CO. NO. 7)
2. Business Address 2163 CENTRAL AVENUE
3. City AUGUSTA State GEORGIA Zip 30904
4. Business Phone () TBD Home Phone () _____
5. Applicant Name and Address: JAMES G. JAMES
2556 WALTON WAY
AUGUSTA, GEORGIA 30904
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant: _____
8. Business Location: Map & Parcel 044-2-222-00-0 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: DECEMBER 2024
12. Mailing Address:
Name of Business JLK GROUP HOLDINGS
Attention JAMES G. JAMES
Address 2556 WALTON WAY
City/State/Zip AUGUSTA, GEORGIA 30904
13. Ownership Type: (☒) Corporation () Partnership () Individual
14. Corporate Name: JLK GROUP HOLDINGS
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
<u>JAMES G. JAMES</u>	<u>PARTNER</u>			<u>33.33%</u>
<u>ELIZABETH SENIL</u>	<u>PARTNER</u>			<u>33.33%</u>
<u>KEVIN GOLDSMITH</u>	<u>PARTNER</u>			<u>33.33%</u>
			<u>(CALL AUGUSTA)</u>	

15. What type of business will you operate in this location?
(☒) Restaurant () Lounge () Convenience Store
() Package Store () 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) \$ _____

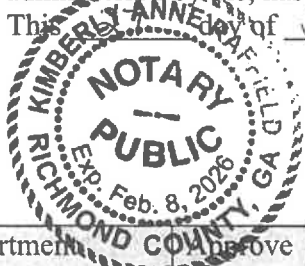
16. Have you ever applied for an Alcohol Beverage License before: No
If so, give year of application and its disposition: _____
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (☒) Yes () No
If so, please initial. [Signature]



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (✓) 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.
ENGINE CO. NO. 7 LLC
22. List the name and other required information for each person, firm or corporation having any interest in the business.
JAMES G. JAMES, ELIZABETH A SENIL, KEVIN GOLDSMITH
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 ☒ B.) Library _____ C.) School _____ 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 JAMES JAMES is personally known to be, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.
This _____ day of January, in the year 2025.

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

PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: A.N. 25-14

Application Type: Consumption on Premises Liquor, Beer, and Wine with Sunday Sales – New Location

Business Name: JLK Group Holdings

Hearing Date: March 11, 2025

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

Applicant: James G James

Property Owner: Currently City of Augusta
(Applicant is purchasing)

Address of Property: 2163 Central Ave

Tax Parcel #: 044-2-222-00-0

Commission Districts: District 1, Super District 9



ANALYSIS:

Location Restrictions:

- **Zoning:** Neighborhood Business, B-1
- **Distance Requirements:** The proposed location for retail package Beer & Wine meets the minimum distance to churches, schools, libraries, and public recreational areas.

ADDITIONAL CONSIDERATIONS:

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

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

FINANCIAL IMPACT: The applicant will pay a fee of \$ 5,610.00

RECOMMENDATION:

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

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

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



Public Services Committee

March 11, 2025

Fee Waiver

Department:	N/A
Presenter:	N/A
Caption:	Ms. Bridget Lynch for The Fatty Marsha Foundation requesting fee waiver for venue and stage rental fees for use of the Augusta Common for Fall Wine Festival on Saturday, October 11th from 2:30pm - 7pm.
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 _____
<input type="checkbox"/> Public Safety Committee	Date of Meeting _____
<input checked="" type="checkbox"/> Public Services Committee	Date of Meeting <u>March 11th</u>
<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: Bridget Lynch for The Fatty Marsha Foundation
 Address: 3412 Crane Ferry Rd Augusta GA 30907
 Telephone Number: 706-449-4315
 Fax Number: _____
 E-Mail Address: Fattymarsh@gmail.com

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

Request to have fee waived for Augusta
Commons Venue + stage rental fees
for Augusta GA's Fall Wine Festival
Oct. 11, 2025 2:30pm - 7pm (Saturday)

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: lbanner@augustaga.gov
nmcfarley@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.



Administrative Services Committee Meeting

Meeting Date: March 11 ,2025

Recommendation of Award RFP 24-237 Wellness Center Services to CareATC

Department: Human Resources Department

Presenter: Anita Rookard

Caption: Motion to Approve Recommendation of Award for RFP 24-237 Wellness Center Services. After a thorough evaluation process, the evaluation committee recommends the following awards: **CareATC**. The award recommendation is for a 3-year contract with the option to extend for two (2) additional one (1) year terms.

Background: Current Wellness Center contracts expired on December 31, 2023. In anticipation of this expiration, Human Resources, in collaboration with the Procurement Department, has diligently undertaken the responsibility of ensuring a seamless transition for our organization and its employees.

To this end, a comprehensive Request for Proposal (RFP) has been submitted for the Wellness Center. This strategic initiative is aimed at not only maintaining but enhancing the level of support and service available to our valued employees.

The RFP process was meticulously designed to solicit proposals from qualified and reputable providers in the market. The evaluation criteria encompassed various parameters, including cost-effectiveness, wellness programs, providing opportunities for a healthier employee population, with total health management, the convenience of same day appointments, reduced travel time and reduced wait times. We are confident that this thorough approach will lead to the selection of providers who are best suited to meet the diverse needs of our workforce.

Analysis: RFP submittals were received and evaluated. For the Wellness Center, a total of five (5) vendor responded. CareATC was the vendor who received the highest score. The recommendation of award is to award RFP 24-237 to CareATC in their respective area.

The recommendations are based on a comprehensive analysis of the proposals received, taking into consideration factors such as cost, coverage, provider network, and overall suitability for our organization's needs. The provider has demonstrated the ability to deliver high-quality services in wellness that align with our organization's standards and requirements. The Human Resources Department entered into negotiations with CareATC and through the negotiations process reviewed several options. The recommendation of award is for the Requested Services as is the Physician Model 2 which will include a Primary Care Physician to be on staff.

Financial Impact: Total cost to include implementation cost is \$1,514,769.00. This is approximately 2 million down to 1.4 million will be a savings go the general fund.

Alternatives: To deny and be without Wellness Center

Recommendation: Recommend Approval.

Funds are available in the following accounts: 616051710

REVIEWED N/A
AND
APPROVED BY:

LETTER OF INTENT

_____, (referenced as “**Client**”) and CareATC, Inc., an Oklahoma corporation (herein after “**CareATC**”) and together referred to as the Parties (the “**Parties**”).

This letter of intent (“**LOI**”) confirms the Parties intent to use good faith efforts to negotiate and enter into a master services agreement for Covered Services (the “**MSA**”) within ninety (90) days (the “**Initial Period**”) from the last date this LOI is executed based on the terms and conditions herein, which will be future detailed in the MSA. Upon full execution of this LOI, CareATC will begin the undertaking of due diligence to retain, source, and implement Client’s request and anticipated services (the “**Implementation of Covered Services**”) which shall be fees owed by the Client.

Service Provider	CareATC, Inc.
Purpose	Covered Services
Anticipated location(s) of Shared Site/Employer Shared Site/Onsite	
Site/Onsite Premises	The Parties shall designate/determine the space where the Covered Services shall be implemented and performed by CareATC. Such premises shall be watertight and compliant with all applicable code.
Delivery date of space	The premises will be available or determined between the parties upon full execution of this LOI, but in no event later than sixty (60) days from full execution of the LOI. Failure of the premises to be determined between the Parties will result in a day-to-day delay in Covered Service commencement date.
Failure to agree to terms	In the event the Parties are unable to reach an agreement on the terms of the MSA within the Initial Period following the execution of this LOI, the Parties may agree to extend the time for reaching resolution and reaching such agreement of the MSA between the Parties for up to additional thirty (30) day periods upon written agreement (each an “ Extension Period ”). If the Parties have not agreed on the terms of the MSA at the conclusion of the Initial Period or any applicable Extension Period, then this LOI shall terminate and Client agrees to pay CareATC for any Implementation Work of Covered Services rendered and performed pursuant to this LOI, at the rate of two hundred dollars (\$200.00) per hour (during any standard business day), hired staff rates, equipment, supplies, plus any reasonable travel and/or billable expenses incurred by CareATC within thirty (30) days after Client’s receipt of an invoice from CareATC.

Please indicate your acceptance and approval of this LOI by signing and dating below. Please return the fully executed original within ten (10) calendar days, CareATC shall counter execute and return a fully executed version for your files. Upon receipt of your executed LOI, preliminary Implementation of Covered Services work can begin and CareATC shall begin drafting the definitive Agreement for your review.

CareATC:

:

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

PRICING

The below pricing was created based on current conversations with the City. The outlined pricing is valid for 90 days post the date of submission to the City. If there are staffing/scope modifications, the pricing would be updated accordingly and resubmitted.

The on-site pricing model is a fixed annual fee for program staffing and management. CareATC would bill a flat monthly fee at 1/12th the annual rate for all fixed fees including Labor fees, Technology fees, G&A and Management fees. All other costs would be passed through as incurred. Payment terms are net 30 days. Upon each 12-month anniversary of a signed agreement, all prices would increase by the greater of 5% or the trailing twelve-month average CPI-U (physician services).

IMPLEMENTATION FEES

On-Site One-Time Implementation Costs	Year 1
FIXED IMPLEMENTATION FEES	
Project Management, Training, & Implementation	\$36,700
Technology: IT Hardware, EMR Licensing, Set-Up, Health Information Exchange, and Transfers	\$42,500
Subtotal Fixed Implementation Fees	\$79,200
ESTIMATED VARIABLE IMPLEMENTATION COSTS	
Implementation Travel Costs	As Incurred
Training Period Salaries	As Incurred
Recruiting Costs	As Incurred
FF&E and Supplies	As Incurred

REQUESTED NURSE PRACTITIONER MODEL¹

Ongoing Operating Costs	Year 1	Year 2	Year 3
ONGOING LABOR FEES			
Nurse Practitioner - 80 hours/week, aka, 2 FTE	\$307,840	\$323,232	\$339,394
Collaborating Physician MD	\$24,000	\$25,200	\$26,460
Medical Assistant - 40 hours/week, aka, 1 FTE	\$47,840	\$50,232	\$52,744
Medical Assistant Lead - 40 hours/week, aka, 1 FTE	\$59,280	\$62,244	\$65,356
Staff Benefits	\$140,467	\$147,491	\$154,865
Backfill Coverage	\$52,675	\$55,309	\$58,074
Professional Liability	\$5,000	\$5,250	\$5,513
Continued Education Health Professional	\$9,000	\$9,450	\$9,923
Licenses & Dues	\$4,000	\$4,200	\$4,410
Subtotal Ongoing Labor Fees	\$650,102	\$682,608	\$716,739
ONGOING OPERATING FEES			
Technology Fee: Electronic Medical Record, Enterprise Data Warehouse, Analytics and Reporting	\$82,596	\$86,726	\$91,062
General And Administrative	\$156,024	\$163,826	\$172,017
Management Fee	\$84,513	\$88,739	\$93,176
Subtotal Ongoing Operating Fees	\$323,133	\$339,291	\$356,255
Subtotal Fixed Ongoing Operating Costs	\$973,235	\$1,021,899	\$1,072,994

¹ Years 2-3 estimated based on 5% increase

ESTIMATED VARIABLE COSTS			
Estimated Biohazard Waste Removal	\$2,100	\$2,142	\$2,185
Estimated Drug Screening (estimate 500)	\$7,500	\$7,650	\$7,803
Estimated Personal Health Assessments (assume 35% participation)	\$13,081	\$13,343	\$13,610
Estimated Flu Prevention (estimate 5% participation)	\$3,600	\$3,672	\$3,745
Estimated Marketing Materials	\$600	\$612	\$624
Estimated Laboratory Services	\$23,048	\$23,509	\$23,979
Estimated On-site dispensed medications	n/a	n/a	n/a
Estimated Mail order medications	\$89,476	\$91,266	\$93,091
Estimated Injections and OTC medications	\$7,960	\$8,119	\$8,281
Estimated Other: Medical, office supplies, postage, etc.	\$14,434	\$14,723	\$15,018
Subtotal Estimated Ongoing Variables Costs	\$161,799	\$165,036	\$168,336
Total Estimated Onsite Cost	\$1,135,034	\$1,186,935	\$1,241,330

REQUESTED PHYSICIAN MODEL²

Ongoing Operating Costs	Year 1	Year 2	Year 3
ONGOING LABOR FEES			
Primary Care Physician - 40 hours/week, aka, 1 FTE	\$290,992	\$305,542	\$320,819
Nurse Practitioner - 40 hours/week, aka, 1 FTE	\$153,920	\$161,616	\$169,697
Collaborating Physician MD	\$12,000	\$12,600	\$13,230
Medical Assistant - 40 hours/week, aka, 1 FTE	\$47,840	\$50,232	\$52,744
Medical Assistant Lead - 40 hours/week, aka, 1 FTE	\$59,280	\$62,244	\$65,356
Staff Benefits	\$180,490	\$189,515	\$198,991
Backfill Coverage	\$67,684	\$71,068	\$74,622
Professional Liability	\$5,000	\$5,250	\$5,513
Continued Education Health Professional	\$9,000	\$9,450	\$9,923
Licenses & Dues	\$4,000	\$4,200	\$4,410
Subtotal Ongoing Labor Fees	\$830,206	\$871,717	\$915,305
ONGOING OPERATING FEES			
Technology Fee: Electronic Medical Record, Enterprise Data Warehouse, Analytics and Reporting	\$82,596	\$86,726	\$91,062
General And Administrative	\$199,249	\$209,212	\$219,673
Management Fee	\$107,927	\$113,323	\$118,990
Subtotal Ongoing Operating Fees	\$389,772	\$409,261	\$429,725
Subtotal Fixed Ongoing Operating Costs	\$1,219,978	\$1,280,978	\$1,345,030
ESTIMATED VARIABLE COSTS			
Estimated Biohazard Waste Removal	\$2,100	\$2,142	\$2,185
Estimated Drug Screening (estimate 500)	\$7,500	\$7,650	\$7,803
Estimated Personal Health Assessments (assume 35% participation)	\$13,081	\$13,343	\$13,610
Estimated Flu Prevention (estimate 5% participation)	\$3,600	\$3,672	\$3,745
Estimated Marketing Materials	\$600	\$612	\$624
Estimated Laboratory Services	\$23,048	\$23,509	\$23,979
Estimated On-site dispensed medications	\$32,992	\$33,652	\$34,325
Estimated Mail order medications	\$89,476	\$91,266	\$93,091
Estimated Injections and OTC medications	\$7,960	\$8,119	\$8,281
Estimated Other: Medical, office supplies, postage, etc.	\$14,434	\$14,723	\$15,018
Subtotal Estimated Ongoing Variables Costs	\$194,791	\$198,688	\$202,661
Total Estimated Onsite Cost	\$1,414,769	\$1,479,666	\$1,547,691

² Years 2-3 estimated based on 5% increase

PROPOSED PHYSICIAN MODEL³

Ongoing Operating Costs	Year 1	Year 2	Year 3
ONGOING LABOR FEES			
Primary Care Physician - 40 hours/week, aka, 1 FTE	\$290,992	\$305,542	\$320,819
Nurse Practitioner - 20 hours/week, aka, 0.5 FTE, increasing to 40 hours/week in Year 2	\$76,960	\$161,616	\$169,697
Collaborating Physician MD	\$6,000	\$6,300	\$6,615
Medical Assistant - 80 hours/week, aka, 2 FTE, increasing to 120 hours/week in Year 2	\$95,680	\$150,696	\$158,231
Medical Assistant Lead - 40 hours/week, aka, 1 FTE	\$59,280	\$62,244	\$65,356
Staff Benefits	\$169,252	\$219,647	\$230,630
Backfill Coverage	\$63,469	\$82,368	\$86,486
Professional Liability	\$5,000	\$7,000	\$7,350
Continued Education Health Professional	\$9,000	\$12,600	\$13,230
Licenses & Dues	\$4,000	\$5,600	\$5,880
Subtotal Ongoing Labor Fees	\$779,633	\$1,013,613	\$1,064,294
ONGOING OPERATING FEES			
Technology Fee: Electronic Medical Record, Enterprise Data Warehouse, Analytics and Reporting	\$82,596	\$86,726	\$91,062
General And Administrative	\$187,112	\$243,267	\$255,431
Management Fee	\$101,352	\$131,770	\$138,358
Subtotal Ongoing Operating Fees	\$371,060	\$461,763	\$484,851
Subtotal Fixed Ongoing Operating Costs	\$1,150,693	\$1,475,376	\$1,549,145
ESTIMATED VARIABLE COSTS			
Estimated Biohazard Waste Removal	\$2,100	\$2,142	\$2,185
Estimated Drug Screening (estimate 500)	\$7,500	\$7,650	\$7,803
Estimated Personal Health Assessments (assume 35% participation)	\$13,081	\$13,343	\$13,610
Estimated Flu Prevention (estimate 5% participation)	\$3,600	\$3,672	\$3,745
Estimated Marketing Materials	\$600	\$612	\$624
Estimated Laboratory Services	\$23,048	\$23,509	\$23,979
Estimated On-site dispensed medications	\$32,992	\$33,652	\$34,325
Estimated Mail order medications	\$89,476	\$91,266	\$93,091
Estimated Injections and OTC medications	\$7,960	\$8,119	\$8,281
Estimated Other: Medical, office supplies, postage, etc.	\$14,434	\$14,723	\$15,018
Subtotal Estimated Ongoing Variables Costs	\$194,791	\$198,688	\$202,661
Total Estimated Onsite Cost	\$1,345,484	\$1,674,064	\$1,751,806

PROPOSED NURSE PRACTITIONER MODEL⁴

Ongoing Operating Costs	Year 1	Year 2	Year 3
ONGOING LABOR FEES			
Nurse Practitioner - 60 hours/week, aka, 1.5 FTE, increasing to 80 hours/week in Year 2	\$230,880	\$323,232	\$339,394
Collaborating Physician MD	\$18,000	\$25,200	\$26,460
Medical Assistant - 80 hours/week, aka, 2 FTE, increasing to 120 hours/week in Year 2	\$95,680	\$150,696	\$158,231
Medical Assistant Lead- 40 hours/week, aka, 1 FTE	\$59,280	\$62,244	\$65,356
Staff Benefits	\$129,229	\$179,639	\$188,621
Backfill Coverage	\$48,461	\$67,365	\$70,733
Professional Liability	\$5,000	\$7,000	\$7,350
Continued Education Health Professional	\$9,000	\$12,600	\$13,230
Licenses & Dues	\$4,000	\$5,600	\$5,880

³ Years 2-3 estimated based on 5% increase

⁴ Years 2-3 estimated based on 5% increase

Subtotal Ongoing Labor Fees	\$599,530	\$833,576	\$875,255
ONGOING OPERATING FEES			
Technology Fee: Electronic Medical Record, Enterprise Data Warehouse, Analytics and Reporting	\$82,596	\$86,726	\$91,062
General And Administrative Management Fee	\$143,887	\$200,058	\$210,061
	\$77,939	\$108,365	\$113,783
Subtotal Ongoing Operating Fees	\$304,422	\$395,149	\$414,906
Subtotal Fixed Ongoing Operating Costs	\$903,952	\$1,228,725	\$1,290,161
ESTIMATED VARIABLE COSTS			
Estimated Biohazard Waste Removal	\$2,100	\$2,142	\$2,185
Estimated Drug Screening (estimate 500)	\$7,500	\$7,650	\$7,803
Estimated Personal Health Assessments (assume 35% participation)	\$13,081	\$13,343	\$13,610
Estimated Flu Prevention (estimate 5% participation)	\$3,600	\$3,672	\$3,745
Estimated Marketing Materials	\$600	\$612	\$624
Estimated Laboratory Services	\$23,048	\$23,509	\$23,979
Estimated On-site dispensed medications	n/a	n/a	n/a
Estimated Mail order medications	\$89,476	\$91,266	\$93,091
Estimated Injections and OTC medications	\$7,960	\$8,119	\$8,281
Estimated Other: Medical, office supplies, postage, etc.	\$14,434	\$14,723	\$15,018
Subtotal Estimated Ongoing Variables Costs	\$161,799	\$165,036	\$168,336
Total Estimated Onsite Cost	\$1,065,751	\$1,393,761	\$1,458,498

OPTIONAL ADDITIONAL SERVICES⁵

TOTAL HEALTH SOLUTIONS SERVICES

Optional Additional Services	Estimated Start-Up FF&E And Technology Implementation	Year 1	Year 2*	Year 3*
Physical Therapist - 40 hours/week, aka, 1 FTE	\$16,200	\$210,380	\$220,899	\$231,943
Registered Dietitian / Health Coach - 40 hours/week, aka, 1 FTE	\$9,500	\$170,772	\$179,310	\$188,276
Mental Health Professional - 40 hours/week, aka, 1 FTE	\$10,900	\$189,264	\$198,727	\$208,663
RN Care Coordinator - 40 hours/week, aka, 1 FTE	\$9,500	\$216,948	\$227,796	\$239,185

- A full range of additional services is available both onsite and virtually, including, but not limited to physical therapy, diet & health coaching, mental health services, and RN care coordination.
- Prices listed are for illustrative purposes. If the City is interested in any or all of them, we would like to collaborate to determine the exact needs of the City's population and would then propose a weekly schedule for any of these services that is scaled for the City's needs, which may be less than what is listed or more.
- If any of these services are provided only virtually, then no FF&E for these services would be necessary onsite.

HEALTHPASSPORT

One-Time Implementation Costs	Year One
HealthPassport Implementation	\$5,000

Ongoing Fees	Estimated Year One Monthly Fee	Estimated Year One Annual Fee
Health Passport (\$1.00 PMPM)	\$2,300.00	\$27,600

⁵ Years 2-3 estimated based on 5% increase

- Health Passport: Implementation
 - Customized user interface set up and design
 - basic customization included; extensive customization may require additional fees
 - Eligibility file feed set up
 - Development of communication plan
 - Development of reporting strategy
 - QA and testing of mobile app
- Health Passport Wellness Incentive Management application is billed on a Per Member Per Month (PMPM) basis. It includes:
 - Quarterly Wellness challenges
 - Engagement reporting
 - Device integration
 - Ongoing technical support
 - Incentive program management
- Typically, CareATC recommends combining the HealthPassport product with dedicated Registered Dietitian/Health Coach or RN Care Coordination staffing for best results.

EXPLANATION OF FEES

ON-SITE ONE-TIME IMPLEMENTATION COSTS

FIXED IMPLEMENTATION FEES:

- **Project Management, Training, & Implementation:** CareATC manages all facets of health center implementation including:
 - Execution of implementation plan
 - Opening of on-site health center
 - Development of workflow and clinical operating procedure for program stakeholders
 - Internal/external implementation planning calls
 - Joint team meetings to review scope and service
 - Initial walk-through of on-site health center location
 - Set up of billing procedures (location set up in internal systems, TIN)
 - Recruitment of personnel and interview of candidates
 - Credentialing of clinicians and Human Resource (HR) orientation (onboarding of health center staff)
 - Supply/equipment review and orientation
 - CareATC specific training for on-site health center policies/procedures
 - Standard marketing program design package with standard customization and all electronic and printable materials (any printing or postage costs incurred by CareATC to be passed through at cost)
 - Evidence based clinical design space plan (if needed)
- **Technology: IT Hardware, EMR Licensing, Set-Up, Health Information Exchange, and Transfers**
 - Physical implementation and installation of the technology/EMR solution designed for the City including hardware and internet connectivity
 - One time license fee billed per provider for the EMR system
 - Four (4) inbound data feed set ups and one (1) outbound data feed set ups

- If additional inbound data feeds are required by the client, then a one-time fee of \$2,000 per feed will apply (along with additional ongoing fees per transmission)
- If additional outbound data feeds are required by the client, then a one-time fee of \$5,000 per feed will apply (along with additional ongoing fees per transmission)

ESTIMATED VARIABLE IMPLEMENTATION COSTS:

- **Implementation Travel Costs:** all travel costs associated with implementation of an onsite would be passed through as incurred. Reasons for travel include, but are not limited to, location scouting, buildout & renovation progress checks, corporate training team performing onsite staff training, corporate technology team installation activities, open-for-business events.
- **Training Period Salaries:** All on-site staff will be hired prior to health center opening for training and orientation. Staff may be hired up to 30 days prior to health center opening, but typically training lasts approximately 1-2 weeks. These training hours will be billed as incurred on an hourly basis.
- **Recruiting Fees:** In the event that a staffing agency is enlisted or a sign-on bonus is needed to be offered in order to staff the clinic, then such fees would be mutually agreed upon and passed through to the City at cost.
- **Medical Supplies (Initial Stock):** CareATC will perform a walk-through of the clinics and determine if any supplies will be needed to outfit each space according to CareATC's standards. Any items purchased will be passed through as incurred without markup.
- **Furniture, Fixtures, and Equipment (FF&E):** CareATC will perform a walk-through of the clinic and determine if any FF&E will be needed to outfit the space according to CareATC's standards. Any items purchased will be passed through as incurred without markup.
- **Prepackaged Generic Medications (initial stock):** CareATC will purchase the medications and pharmacy supplies according to CareATC's standards. Any items purchased will be passed through as incurred without markup.
- **Buildout & Renovation:** CareATC assumes the City will procure and manage all necessary buildout and renovation costs for the on-site location independent of the contract with CareATC, therefore these costs have not been factored into this pricing. That said, CareATC's facilities team is available for consult at no additional charge.

ON-SITE LABOR FEES

CareATC provides and supports all aspects of health center and personnel management to include salaries, benefits, training, licensing, CME. Backfill coverage to help ensure health center operations remain uninterrupted during staff member vacation and sick time is included for all providers. Labor fees would be charged monthly and include the following components:

- **BASE SALARY AND WAGES:** Establishing base wages for a clinical position at an on-site health center is based on existing staff salaries and market intelligence, along with clinical specialty, experience of clinician, additional certifications, work schedule, and local salary variances.
- **BENEFITS:** A thorough array of personal benefits is provided to all full-time colleagues, including medical, dental, pharmacy, paid time off, 401K plan, continuing medical education, etc.
- **BACKFILL COVERAGE:** All full-time colleagues receive annual time off for vacation and sick leave based upon company policy. We have incorporated the expense to provide backfill for all clinicians during those times by PRN and/or CareATC network coverage. When available and appropriate, CareATC may utilize virtual backfill options available within our telemedicine network. Please note that if a staffing agency is used to provide coverage, then the difference in rates would be passed through, as agency

pricing is typically higher than the base wage rate. CareATC would avoid agency staffing whenever possible.

- **MALPRACTICE/LIABILITY INSURANCE:** Includes premiums for professional liability policies, including medical malpractice and workers' compensation. CareATC limits are \$1 million / \$3 million, with a \$10 million umbrella.
- **CONTINUING EDUCATION:** Medical professionals are required to have a certain amount of Continuing Education training each year to ensure they are up to date on standards, laws, etc. This includes internal and external training and classes. (Any related travel would be passed through as incurred)
- **LICENSES AND DUES:** Includes professional licensure for health center staff and any necessary dues to professional organizations.

Volume adjustments: CareATC will closely monitor health center engagement and will recommend increases in staff hours as necessary. Staff hours and associated fees will be increased upon mutual agreement with the City.

*Note, labor fees listed represent estimated market rates as of the date of response. If the City would like to retain any current staff members, then labor fees would be updated based on salary expectations of incumbent staff. Upon award, if then current market conditions indicate that labor fees need to change by more than 5% of the original estimated amount, then labor fees shall be adjusted accordingly.

ON-SITE ONGOING FIXED FEES

TECHNOLOGY FEE

- CareATC Proprietary Technology Tools
 - Research, maintenance, and upgrades of all technology
 - Patient-Facing
 - Patient Portal
 - Mobile App
 - PHA Live
 - Custom links in portal/app for client websites
 - Health Education Library
 - Staff-Facing
 - Staff hub
 - Care Center
 - Scheduling system
 - Care Hub
 - Campaign builder
 - Coaching platform
 - PHA Outreach and Stratification System
- Electronic Medical Records
 - EMR licensing
 - Maintenance and upgrades
 - Specialty eConsult service
 - Dedicated EMR support and training team
- Systems & Technology helpdesk
- Ongoing replacement of hardware
- Data Integration and Storage
 - Lab interfaces for EMR-based and PHA results
 - Enterprise Data Warehouse

- Eligibility
- Compliance
 - SOC 1 & 2 auditing
 - HIPAA risk assessment
- Analytics
 - Population Risk Analysis
 - Risk Identification – assess and stratify the employee population
 - Identify risk and cost saving opportunities
 - Monthly, quarterly, and annual reporting
 - Predictive, descriptive, and prescriptive analytics
 - Custom reporting available (additional fees may apply)

GENERAL & ADMINISTRATIVE (G&A) FEE

The G&A fee is calculated as a percentage of Labor Fees, so it will fluctuate based on the staffing model. It includes the following services:

- Accounting and Finance
 - Invoicing and billing
 - Payroll
- Regulatory Compliance
 - Quality & Compliance Director oversees all aspects of quality improvement, AAAHC / Patient Centered Medical Home accreditation, and HIPAA/Regulatory compliance
 - Federal, state, and local licensure and compliance
- Human Resources
 - Ongoing regulatory training including OSHA, HIPAA, etc.
 - Performance Management including establishing performance goals for employees, performance appraisals, and provision of feedback on performance for each staff member
 - Employee Relations including promotion of a positive work environment and development and enforcement of company policies related to behavior, conduct, and ethics
- Research, development, and innovation
- Clinical Oversight and Quality
 - Chief Medical Officer oversees all clinical and wellness programs
 - Medical Executive Committee - Led by our Chief Medical Officer, this group is made up of CareATC physicians from across the US. They meet regularly to review and oversee all clinical policies and provider quality measures
 - VP Medical leadership - oversees quality, pharmacy and therapeutics, and clinical informatics. Together with Area Medical Directors, they participate in the Medical Executive Committee and provide oversight for providers and health center staff.

MANAGEMENT FEE

The management fee is calculated as a percentage of Labor Fees, so it will fluctuate based on the staffing model. It includes the following services:

- Account Management
 - Chief Operating Officer oversees all CareATC clinical and client support teams
 - Regional Vice President of Operations oversees all aspects of operations
 - Area Operations Director, Area Medical Director, and Director of Client Success– day-to-day contacts for client who oversee:
 - Frontline triage – Available to address issues on timely manner

- Periodic Strategic Reviews
- Strategic Planning – optimize all services offered
- Clinical Coverage – manage clinical staff absences due to:
 - > Illness
 - > Continuing Medical Education (CME)
 - > Vacation
- Marketing services
 - Standard Engagement plan services
 - Standard digital content and copy
 - Development of ongoing engagement strategies
 - Any marketing related printing, postage, and promotion item costs incurred by CareATC will be passed through as incurred without markup
 - Any customizations outside our standard marketing plan may incur additional design fees
- Annual Communication and Engagement Plan (print ready)
 - Customizable Launch and Ongoing Communication Plan
 - Traditional Media - posters, payroll stuffers, home mailers, etc. Any costs incurred with printing or postage to be passed through as incurred.
 - Digital Media - wellness blogs, email campaigns, presentations, etc.
 - Promo Items - pens, lunch boxes, stress balls, recipe cards, etc. Any costs incurred for promo items and shipping would be passed through as incurred.
 - Wellness Education Materials (print ready)
 - Monthly Health Topic (email)
- PHA Outreach
- Profit

ON-SITE ONGOING VARIABLE PASS-THROUGH COSTS

- **BIOHAZARD WASTE DISPOSAL:** vendor costs for biohazard waste disposal to be passed through as incurred without markup
- **PHA:**
 - All PHAs delivered will be billed at a rate of \$50 per PHA.
 - PHA results can be delivered electronically or via a paper booklet. If paper PHA result booklets are requested by patient, the City will reimburse CareATC for the costs to produce these booklets.
 - Should the City elect to send any eligible health center participants to a LabCorp office nationwide to have a PHA conducted, then the City will reimburse CareATC for any related costs for the lab, as well as any physician attestation fees.
 - Should the City elect to conduct a mass PHA screening event that required additional staff, then additional fees will apply
 - The PHA team member Staffing Fee (billed per staff member deployed in 8-hour increments at a fixed rate to be determined at the time of event)
 - All travel expenses (mileage and per diem, hotel, airfare, car rental, tolls, etc.) to be passed through as incurred.
- **LABORATORY FEES:** CareATC will pass through all costs related to laboratory testing, including, but not limited to blood draws, urine samples, rapid test kits, CLIA waiver, shipping of specimens, etc. as incurred without markup.
- **PHARMACY COSTS:** CareATC will pass through all costs related to pharmacy, prescription, and OTC drug dispensing as incurred.
- **OTHER HEALTH CENTER EXPENSES:**

- Flu and COVID vaccination pricing will be determined on an annual basis depending on serum type and availability. Any other vaccinations delivered to be passed through as incurred without markup.
- Should the City elect to conduct a mass vaccination event that required additional staff, then additional fees will apply
 - The vaccination team member Staffing Fee (billed per staff member deployed in 8-hour increments at a fixed rate to be determined at the time of event)
 - All travel expenses (mileage and per diem, hotel, airfare, car rental, tolls, etc.) to be passed through as incurred.
- Facility and equipment maintenance and calibration to be passed through at cost without markup.
- Travel: for on-site staff to attend CME, for management team members, and any additional travel requested by the City to be passed through as incurred.
- All other consumable supplies and ongoing services as necessary for ongoing health center operations and optimal patient care would be passed through at cost as incurred. These items include, but are not limited to medical supplies, office supplies, breakroom supplies, translation services, uniforms, laundry, postage, printing, third party services (such as MRO or X-Ray overread), etc.
- If any licensure or certifications are requested by the City that would go beyond what has been originally agreed upon as the scope of service, then additional fees may apply (such as licensing staff in additional states for virtual or on-site coverage, scope expansions, etc.)
- CareATC assumes the City will procure and manage all occupancy costs for the on-site location independent of the contract with CareATC, therefore items such as rent, utilities, pest control, HVAC, security, janitorial, etc. have not been factored into this pricing.

ONSITE SERVICE AGREEMENT

This Onsite Agreement ("**Onsite Agreement**") is made and entered into as of [REDACTED] (the "**Effective Date**"), by and between **CareATC, Inc.**, an Oklahoma corporation, ("**CareATC**") with its corporate office located 4500 S 129th Street E. Avenue, Tulsa, Oklahoma 74134 and **City of Augusta, Georgia**, a/n [REDACTED] ("**Client**") with its corporate office located [REDACTED]. Together CareATC and Client may be referred to as the "Parties".

RECITALS

WHEREAS, CareATC is in the business of providing certain onsite healthcare services through its employees and/or its designated affiliates and associations as more fully defined herein, including those covered services as described on **Exhibit A**, **Exhibit A-1**, **Exhibit A-2** etc. (collectively referred to as "**Exhibit A**"), attached hereto (the "**Services**") at private medical health centers at the Client's business location(s) (the "**Onsite Center(s)**"); and

WHEREAS, Client has an employer-sponsored group health plan and would like to offer certain Plan participants eligible for Services ("**Eligible Participants**") access to private medical health center(s) to obtain certain Services; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Term and Renewal.

- (a) The initial term of this Onsite Agreement (the "**Initial Term**") shall be for three (3) years, commencing on the Effective Date above. This Onsite Agreement may be renewed for up to two (2) additional one (1) year terms (each a "**Renewal Term**") (the Initial Term and Renewal Term shall be collectively referred to as the "**Term**") upon mutual agreement of the Parties by executed amendment. Any change to this Onsite Agreement may only be made by amendment executed by both parties.

2. **Performance and Location.** CareATC shall provide directly, or if required under applicable law, shall arrange for the provision to Client through a physician-owned or other licensed clinician-owned entity (each a "**Professional Entity**"), the Services under this Onsite Agreement at a Client's designated health center location as provided on **Exhibit A**. Such location may be accessed by Eligible Participants. The Onsite Center shall be staffed with the appropriate medical professionals, including but not limited to physicians, physician assistants, nurse practitioners, nurses, registered nurses, licensed practical nurses, medical assistants, or other required medical support staff (collectively the "**Health Professionals**"). At the sole discretion of CareATC, it shall recruit and retain the required medical personnel for the provision of Services in compliance with applicable federal, state, and local law.

3. Payment and Fees.

- (a) Client shall pay CareATC, or if required the Professional Entity, fees set forth in **Exhibit B**, **Exhibit B-1**, **Exhibit B-2** etc. (collectively referred to as "**Exhibit B**") (the "**Fees**"). CareATC shall invoice Client monthly, and Client shall remit payment to CareATC via ACH or other electronic means within thirty (30) days of receipt of invoice. When applicable, Client agrees to pay any sales, use, excise, or similar taxes applicable to the Services provided for hereunder.
- (b) At the beginning of each twelve (12) month period after the Effective Date of this Onsite Agreement, all the Fees provided on **Exhibit B** (excluding the pass-through items) shall automatically increase the greater of five percent (5%) or the U.S. average of the trailing twelve (12) month U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Medical Care. This increase will be effective on the first day of the month of the annual anniversary of the Effective Date.
- (c) If at any time there are: (i) changes mandated by law in required wages or other welfare and benefits for CareATC employees; (ii) changes in other regulatory requirements; (iii) cost of goods increases in excess of 5% (when annualized); or (iv) other cost increases outside the control of CareATC (individually and collectively, a "Cost Escalation Event"), that collectively increase the cost for CareATC to provide the Service in excess of 5% (when annualized), CareATC may increase associated Fees by the amount necessary to cover the Cost Escalation Event that CareATC identified pertaining to these mandated increases/product costs, but only within jurisdictions in which such changes are mandated and/or occur. This increase will be effective upon 30 days advanced written notice to Client.

- (d) Client shall pay all undisputed invoiced amounts and notify CareATC in writing of any disputed amounts and reasons for such disputed amounts. CareATC will segregate such disputed amounts until the matter is resolved. Client shall have thirty (30) calendar days from the date of the invoice to dispute the charges listed on the invoice. Any undisputed fees that are not paid within the initial thirty (30) days will bear interest of twelve percent (12%) APR of the invoiced amount each month thereafter. If an invoice amount is disputed, the parties shall mutually agree on the amount due, and the Client shall have thirty (30) days from the date of mutual agreement to resolve and submit payment for such invoice. If such payment is not made in the additional thirty (30) day period, then Client will be assessed an additional interest payment of twelve percent (12%) APR of the agreed amount each month thereafter.
- (e) Failure to pay an invoice after ninety (90) calendar days shall constitute a material breach of this Onsite Agreement. If the invoice has not been resolved in ninety (90) days from the invoice due date, then CareATC reserves the right to refrain from providing Services to Client or terminate the Onsite Agreement pursuant to the Section 4 (Termination) of the Onsite Agreement. Should CareATC continue to provide the Services during a period Client is in breach, then such continuance of Services will not operate as a waiver of CareATC's right and ability to utilize the remedies available to CareATC under applicable laws.
- (f) If Client is exempt from the payment of city, state and/or federal sales and/or use taxes, Client shall open an account with applicable vendors and supply CareATC appropriate documentation to support tax-exempt status. CareATC may place orders on behalf of Client, but only through Client's account as an agent. If the agent relationship has been completed, then the third-party vendor will bill CareATC with no tax included and CareATC shall bill Client as a pass through. If the agent relationship is not completed by Client promptly, CareATC shall (i) refrain from ordering any supplies or products on behalf of the Client to perform the Services, or (ii) Client will be required to place all orders for such supplies or products to perform the Services, or (iii) CareATC shall place the order for such supplies or products required to perform the Services on behalf of the Client, and the Client will pay all charges submitted by the third-party vendor for payment, which may include tax.

4. Termination.

- (a) Either Party may terminate the Onsite Agreement by providing ninety (90) days written notice to the other Party. Upon such termination notice, Client shall pay CareATC: any shutdown fees incurred due to such termination (including but not limited to fees related to any build out/construction paid by CareATC at the Onsite Center (if any), severance and administrative closing expenses). If Client provides CareATC notice of termination without cause during the first twelve (12) months of the Onsite Agreement, then the Client will also pay CareATC a termination fee in an amount equal to three (3) months of the Annual Fee (as shown on Exhibit B).
- (b) Either party may terminate this Onsite Agreement upon thirty (30) days written notice to the other party in the event of an alleged breach of this Onsite Agreement. If the alleged breach remains uncured following such written notice identifying the alleged breach within the thirty (30) days, then the Onsite Agreement shall be terminated. The breaching party shall be liable for all direct costs, fees, expenses, and damages and/or other amounts (including, but not limited to, reasonable attorneys' fees) as a result of the breach. In the event this Onsite Agreement is terminated due to a party's breach, the other party shall have no continuing obligations or liabilities under this Onsite Agreement except as expressly provided under this Onsite Agreement. Notwithstanding the foregoing, in the event this Onsite Agreement is terminated by reason of Client's breach, Client shall remain liable for all fees due for the remaining balance of the then current Term of the Onsite Agreement and all termination fees as set forth in Section 4(a).
- (c) Except as provided for in Section 9, at the expiration or termination of this Onsite Agreement, neither Client nor any third-party shall have access to, or use of, any CareATC personnel, electronic medical record system, reporting or CareATC's network except as may be expressly approved in writing by CareATC with the applicable fee for such requirements beyond such termination date.
- (d) Termination of this Onsite Agreement shall not affect Client's obligation to pay any proper Fees and costs (as set forth in Exhibit B) incurred prior to such termination event.
- (e) Notwithstanding the above, either party may terminate this Onsite Agreement immediately, upon written notice to the other Party, if (i) the other files a voluntary petition in bankruptcy, (ii) the other is adjudged bankrupt, (iii) a court assumes jurisdiction of the assets of the other under a federal reorganization act, (iv) a trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other, (v) the other becomes insolvent or suspends its business

5. Temporary Onsite Center Shutdown; Holidays. The term "Temporary Shutdown" shall include: (i) a furlough (of any nature) imposed by Client; (ii) maintenance of the Client's business location that prohibits reasonable access; (iii) an unforeseen conflict at the Onsite Center not caused by CareATC or its personnel prohibiting reasonable access; or (iv) any other closure of the Onsite Center or Client's business location for reasons outside CareATC's control. Client shall compensate the Onsite Center personnel, pursuant to Exhibit B, any amounts that would have been owed but for the closure of the Onsite Center for any Temporary Shutdown. The fixed monthly fees in Exhibit B shall be paid even if the Onsite Center is inaccessible due to temporary shutdowns and Client recognized holidays.

6. CareATC's Staff and Back-Fill.

- (a) CareATC is solely responsible for the hiring, training, and performance management of all CareATC employees at the Onsite Center. Client may provide CareATC written feedback regarding a CareATC employee performance issue. Upon such feedback, CareATC shall conduct an investigation of the applicable facts and circumstances. Client will pay severance as provided in Section 6(b) if Client requests dismissal of a CareATC employee unless CareATC, in accordance with its HR policies and procedures, determines that the employee shall be terminated for cause, or the following circumstances are applicable and provide sufficient cause for immediate removal (i) failure of CareATC personnel to possess or maintain appropriate credentials, (ii) failure of CareATC personnel to qualify for required insurance coverage, (iii) unacceptable service performance and it is determined that in good faith the CareATC personnel are negligent or does not meet expected standards as determined by CareATC or the Client in the performance of the Services, or (iv) endangerment by CareATC personnel of the health, life or safety of any patient, co-worker or other persons. Client will not pay severance if (x) CareATC employee is terminated for cause, or (y) CareATC is reasonably able to reassign the CareATC in a comparable position elsewhere in CareATC and the CareATC employee accepts such reassignment.
- (b) The severance payment required by Section 6(a) shall be calculated at a rate of one (1) time the Fees associated with each Affiliated Employee as provided in Exhibit B, and per each year of service at the Onsite Center, with a mandatory minimum of two (2) weeks' severance to be paid by Client. The severance payment shall be invoiced as a separate line item as a standard Service under this Onsite Agreement.
- (c) If, at any time during the term of this Onsite Agreement, any CareATC Health Professional provided by CareATC at the Onsite Center has a scheduled or unscheduled absence (an "Absence") CareATC shall attempt to provide replacement personnel with equal or better credentials to the vacant position (the "**Back-Fill Personnel**") at the Onsite Center.
 - i. CareATC will make its best efforts to utilize personnel already assigned to that Onsite Center to provide such Back-Fill Personnel. However, with Client approval and when operationally feasible, CareATC may provide Back-Fill Personnel through a virtual visit with a CareATC provider.
 - ii. If CareATC cannot provide such Back-Fill Personnel as provided in Section 6(c)(i), then CareATC will request an agency or other available CareATC employee to provide such Back-Fill Personnel. With the Client's approval, CareATC shall use such agency or other CareATC employee to provide the Back-Fill Personnel which may be at a higher hourly rate than the absent Health Professional. The difference in the hourly rate and travel related expenses associated with such Back-Fill Personnel will be invoiced as a separate line item to the Client monthly as a standard Service under this Onsite Agreement.
 - iii. If Client does not approve providing such Back-Fill Personnel virtually as provided in Section 6(c)(i) or via an agency or other CareATC employee as provided in Section 6(c)(ii) and the Absence goes uncovered by Back-Fill Personnel, then Client shall receive a credit for the associated cost of the Absence.

7. Obligations of the Parties.

- (a) **Reporting.** CareATC agrees to provide Client standard quarterly reporting and an annual report providing a review of program goals to date and a strategic plan for the upcoming year. Any custom reporting that is beyond the scope outlined in this Section 7 will be as a separate hourly rate as provided on Exhibit B. Any reports containing Onsite Center Eligible Participant information will be de-identified in accordance with the Health Insurance Portability and Accountability Act of 1996, as amended (with the security provisions of the Health Information Technology for Economic and Clinical Health Act ("**HITECH**") and the prohibitions on use and disclosure of genetic information under the Genetic Information Nondiscrimination Act ("**GINA**") and the regulations implementing HIPAA, HITECH, and GINA found at 45 CFR Parts 160 and 164, collectively, "**HIPAA**") before being provided.

- (b) Eligibility Report. Client or their designee shall provide CareATC the initial eligibility report at least thirty (30) days prior to the anticipated open for business date, if a new Onsite Center, and no later than the 20th of each month thereafter. Client shall provide ongoing updates, which shall include the participant eligibility report necessary to enable CareATC to provide Services and reporting. Client may delegate this task to a third-party vendor as permitted by applicable law. The participant eligibility report will contain the entire eligible population with the targeted population delineated within the file. Prior to execution of this Onsite Agreement, CareATC will provide eligibility file standards to Client upon request. After execution of this Onsite Agreement, Client will cooperate with CareATC to identify specific data required to fulfill this Onsite Agreement. CareATC shall communicate the file specifications to Client, including the automated process for ongoing file transmission. Client acknowledges that CareATC cannot provide Services and reporting without eligibility files from Client meeting the specifications as provided by CareATC. The eligibility file will contain Eligible Participants' contract information including first name, last name, date of birth, email, phone, and mailing address, where feasible, for the purposes of patient outreach and activation. The Onsite Center(s) will be available to Eligible Participants designated by Client via the eligibility report to have access to the Onsite Center(s). The Eligible Participants are not required to use the Onsite Center(s), or any Service provided by CareATC.
- (c) CareATC will not offer for sale or attempt to sell any service, other than Services provided under this Onsite Agreement, to any Client employee or Eligible Participant.
- (d) CareATC shall be exclusively responsible for the clinical operations of the Onsite Centers, including, but not limited to, ensuring that the Services are provided, selection of third-party vendors, and the Onsite Centers (including, all employee, agents, and representatives) operate, in compliance with all applicable laws. Client shall be able to provide input on how the non-clinical operations of the Onsite Centers or the provision of the Services are managed.
- (e) Client shall communicate the existence of the Onsite Center, the hours, and locations to all Eligible Participants. Client shall permit Eligible Participants to access the Onsite Center during the workday.
- (f) Client shall determine how the Onsite Center and the provision of Services are to be integrated with Client. Client is responsible for amending or drafting any plan terms or summaries, as necessary, to establish the Onsite Center as a component benefit under Client (or such other structure as may be determined by Client) for Eligible Participants. In doing so, Client is responsible for following all Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") (if ERISA is applicable) and other applicable laws.
- (g) Client shall communicate any changes to, and/or the creation of, any benefit plans to Eligible Participants that result from the execution of this Onsite Agreement. Client will also communicate to CareATC any changes to and/or the creation of any benefit plans impacting the Services.
- (h) Client acknowledges that CareATC has developed a set of standard Onsite Center operational policies in order to maintain AAAHC accreditation of the Onsite Center and Client agrees to support and adhere to those standard policies including maintaining weapon free and non-smoking Onsite Center.
- (i) Client will not discriminate with regards to Onsite Center Eligible Participant status on the basis of race, color, creed, national origin, disability, gender, religion, pregnancy, status as an active or former member of the military, sexual orientation or any other basis on which any applicable law, rule or regulation or prohibits discrimination.
- (j) Client does not engage in the practice of medicine with CareATC and will not have any direct or indirect control over CareATC, the Onsite Center, or any employed or contracted personnel of CareATC and/or Health Professionals.
- (k) Client will reasonably assist CareATC to obtain patient consent for engagement strategies and digital outreach. Client and CareATC will jointly develop marketing communication and engagement strategies.
- (l) Claims Data. Client shall provide upon request with reasonable notice, to CareATC, at a minimum, a summary of the medical and pharmacy claims data for the eligible and targeted participants enrolled in Client's health plan(s), for the previous twelve (12) months for the purpose of calculating the Onsite Center's return on investment (ROI). CareATC shall communicate the summary data required to use in the analysis. If the data is not provided to CareATC, the ROI will be calculated using industry assumptions and may not reflect the actual ROI experienced by Client, and any performance guarantees associated with a customized Client ROI will not be applicable to CareATC.

(m) Insurance. The Parties shall maintain the insurance coverages as provided in Exhibit D.

8. HIPAA, PHI, and Privacy.

- (a) CareATC is a Covered Entity, and the Health Professionals are part of CareATC's workforce for purposes of HIPAA. Both Parties agree to comply with all applicable federal and state laws governing the confidentiality, privacy, and security of health information, including but not limited to HIPAA.
- (b) In the event CareATC is the sole participant in a breach of PHI held by CareATC with respect to an Onsite Center Eligible Participant, CareATC shall notify Client as soon as practicable but no more than seventy-two (72) hours after confirmation and mitigate, to the extent practicable and at CareATC's expense, the effects of such breach. Further, CareATC shall fulfill all reporting and notification obligations required under state and federal law, in consultation and cooperation with Client, at CareATC's expense.
- (c) Notwithstanding this Section 8, the provisions of that certain Business Associate Agreement executed or to be executed between the Parties shall prevail with respect to any PHI that Client provides to CareATC in CareATC's capacity as Client's business associate.
- (d) CareATC, on behalf of itself and its affiliates (collectively, the "CareATC Entities") represents and warrants that the CareATC Entities will comply with all applicable laws that govern the privacy, security, confidentiality or processing of personal information, health information, dental or medical records, health care claim adjudication records, or other records generated in the course of providing or paying for health care Services, including but not limited to HIPAA (collectively, "Privacy Laws"). CareATC, on behalf of the CareATC Entities further represents and warrants that the CareATC Entities have taken or will take by the Effective Date all reasonable steps to protect the confidentiality, integrity, availability and security of its systems and data in all material respects and that it will implement and maintain a reasonable and appropriate privacy and data security program with plans, policies, procedures, and other security measures for privacy, physical and cybersecurity, backup, disaster recovery, business continuity and incident response, including reasonable and appropriate administrative, technical and physical safeguards and workforce training to protect PHI, personal information and the CareATC Entities' systems from any unauthorized access, destruction or other processing. CareATC, on behalf of the CareATC Entities, represents and warrants that it has or will have by the Effective Date, implemented and maintain written privacy and security policies and procedures, conducted a comprehensive security risk assessment and maintain all other documentation as required by the Privacy Laws.
- (e) Client will have access to records pertaining to work-related injuries reimbursable by Client, to the limited extent permitted by law.
- (f) Eligible Participants can be provided with or may visit CareATC's website to access CareATC's Notice of Privacy Practices at any time.

9. Medical Records.

- (a) During the Term of this Onsite Agreement CareATC shall serve as the custodian of medical records created while performing the Services under this Onsite Agreement. CareATC will maintain complete and accurate records of all Services performed, all employee and contractor records, all receipts and disbursements, and all other records, related to this Onsite Agreement pursuant to its retention policy or as may be required by law from the date of service or cost accrual. CareATC shall abide by all state, local, and federal requirements for such record retention during and after the Term of this Onsite Agreement. Client acknowledges that CareATC will provide copies of medical records to any third-party requestor and will be provided the appropriate executed release from the employee/patient, court order as applicable, or as provided by applicable law. The below shall control the retention and/or release and delivery of medical records or data upon termination of the Onsite Agreement and Client's written request.
- (b) Upon the termination of this Onsite Agreement for any reason, Parties shall negotiate and execute a custodial agreement with any new third-party medical provider ("**New Medical Provider**"), as may be applicable, to ensure all parties' are following applicable laws. CareATC shall provide Client with such custodial agreement for review. Client shall be solely responsible for any expense related to the transfer of medical records, any retention required by law (including OSHA), any photocopies that may be requested by any party, or any records/data requested to be provided in an electronic format and/or transferred to the Client or New Medical Provider(s). The records shall include all historical medical records related to the patient population utilizing the Onsite Center.

- i. The Client shall be invoiced for any production/conversion as a separate line item as a standard Service under this Onsite Agreement, which must be paid in full prior to the release of the final set of data requested by Client or New Medical Provider(s). If historical medical records were provided to CareATC by Client or any third-party, those same historical records shall be provided to Client or New Medical Provider(s) in the same manner and condition as provided to CareATC. Upon payment by Client, the parties will make best efforts to deliver and/or transfer such records within two (2) weeks, or a mutually agreed upon date.
 - ii. If CareATC is replacing an existing third-party medical provider (a "**Prior Medical Provider**") as part of a transition of service at the Onsite Center, CareATC shall become the medical record custodian as of the open for business date of the Onsite Center and all parties must execute a custodial agreement thirty (30) days prior to the Onsite Center anticipated open for business date to ensure all parties' compliance with applicable laws. Client shall provide CareATC written notice of the required format and delivery of all records created by CareATC sixty (60) days prior to the anticipated open for business date. Such delivery shall include any medical records, required data, software applications previously used, and required data conversions proposed. Any fees associated with such transfer of the above materials from the Prior Medical Provider to CareATC shall be at the Client's sole expense.
- (c) Access. Client is not entitled to access any patient medical records except to the extent allowed by law. CareATC is a "covered entity" as enumerated in 45 CFR §160.103. As a covered entity, CareATC may only disclose protected health information as authorized by and to the extent allowed by law. This Section 9 shall survive the termination of the Onsite Agreement.
- 10. Audit.** Upon Client providing thirty (30) days prior written notice to CareATC, Client may inspect the books, procedures, and records of CareATC (excluding financial data and Confidential Information) to monitor compliance with this Onsite Agreement. Any such audit shall be at Client's sole expense. Client shall pay all reasonable fees incurred by CareATC to complete such audit (including, but not limited to, reasonable copy charges, and any CareATC resource that may be tasked to provide requested materials for such audit). Any fees, if incurred, shall be invoiced as a separate line item on the next monthly billing statement as a standard Service provided under this Onsite Agreement.
- 11. Use of Name and Logos.**
- (a) Except as expressly provided in this Onsite Agreement, CareATC will, at all times, exclusively retain all right, title and interest in and to the following materials (collectively, "**Licensed Materials**"): (i) any marketing collateral supplied by CareATC hereunder; and (ii) logos, trademarks, trade names and service marks of CareATC, Inc. To the extent CareATC does not own the Licensed Materials, it has a license to use them for the purposes of providing Services under this Onsite Agreement.
 - (b) Except as expressly provided in this Onsite Agreement, Client will, at all times, exclusively own all right, title and interest in and to the following materials (collectively, "**Client Materials**"): (i) any marketing collateral supplied by Client hereunder; and (ii) logos, trademarks, trade names and service marks of Client. Neither CareATC nor any of its affiliates shall use Client Materials or otherwise identify the Client (or any Client affiliate) in any press release, advertising, marketing, or promotion without Client's prior written consent, which consent may be given or withheld in Client's sole discretion.
 - (c) During the Term of this Onsite Agreement, CareATC hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable right and license (or sublicense, as applicable) to use, market, promote and display the Licensed Materials in connection with the Services performed by CareATC hereunder. Except for those rights expressly granted herein, Client shall not grant, nor claim any right, title or interest in the Licensed Materials not mutually developed by the Parties. Similarly, except as expressly set forth herein, Client shall, at all times, exclusively own all right, title and interest in and to any marketing collateral supplied by Client hereunder, and Client logos, trademarks, trade names and service marks.
 - (d) Upon termination of this Onsite Agreement, each Party shall immediately cease using the name and logo of the other Party for any purpose. Neither Party shall adopt any trademark, service mark, insignia, or logo ("**Marks**") in combination with or similar to the other Party's Marks without prior written approval. Neither Party will challenge the validity or do anything to impair the value of the other Party's Marks. Any failure of a Party to comply with this Section 11 shall constitute a material breach of this Onsite Agreement.

12. Proprietary and Confidential Information.

- (a) "Proprietary Information" includes, among other information, all information relating to a party or that party's affiliates' (as applicable) business, employees, contractors, professionals, finances, contracts, strategies,

marketing, legal claims, billing and collection practices, insurance, patient lists, medical practices, company policies, wellness initiatives or savings, information systems, data collections, costs or charges, statistics, information regarding health centers, staffing models, and delivery systems that the party or the party's affiliates attempts or intends to keep confidential, but is disclosed to the other party in the course of performance of this Onsite Agreement.

- (b) Each Party acknowledges that, during the Term of this Onsite Agreement, it (the “**Receiving Party**”) may receive or be exposed to Proprietary Information of the other Party (the “**Disclosing Party**”). Each Party agrees that, except as contemplated in fulfilling its obligations hereunder, it will not, during the Term of this Onsite Agreement and for a period of five (5) years thereafter, use directly or indirectly, for its own account or for the account of any other person, or disclose to any other person any such Proprietary Information of the other Party or any affiliate of the other Party. Each Party shall take such precautions with respect to the Proprietary Information of the other Party as it normally takes with respect to its own Proprietary Information, but in no event will it exercise less than ordinary care with respect to such information. In the event of a conflict between the terms of this Onsite Agreement and terms of any separate confidentiality or non-disclosure agreement between the Parties, the provisions of this Onsite Agreement shall control.
- (c) Notwithstanding anything to the contrary contained in this Section 12, in the event the Receiving Party is required to disclose any Proprietary Information of the Disclosing Party pursuant to a court order or decree or in compliance with the rules and regulations of a governmental agency or in compliance with any law, the Receiving Party shall provide the Disclosing Party with prompt notice of such required disclosure so that the Disclosing Party may seek an appropriate protective order and/or waive the Receiving Party's obligation to comply with the provisions of this Section 12.
- (d) Upon the written request of the Disclosing Party, the Receiving Party shall transfer all written records of the Disclosing Party's Proprietary Information to the Disclosing Party or, at the Disclosing Party's election, in lieu of the transfer of such written records to the Disclosing Party, the Receiving Party shall destroy all such information of the Disclosing Party in the possession of the Receiving Party. Upon the request of the Disclosing Party, the Receiving Party will promptly certify in writing to the destruction of such written Proprietary Information.
- (e) Client agrees that CareATC is and will be the author and owner of intellectual property (such as patentable ideas, copyrightable materials, trade secrets, or other ideas) conceived, developed or prepared by CareATC, alone or with others, within the scope CareATC's services provided hereunder. Except as set forth below, Client will not receive any licensing or royalty rights or rights to use copy or adapt any such intellectual property. CareATC may register and hold in its own name all such intellectual property rights. No document or information, authored by CareATC or its affiliates will ever be deemed a “Work for Hire” for Client. To the extent CareATC prepares any document or information for delivery to Client in CareATC's capacity as a business associate of Client (a “**Business Associate Deliverable**”), CareATC grants to Client a worldwide, irrevocable, perpetual, royalty-free license to use and copy such Business Associate Deliverable. To the extent that any Business Associate Deliverable contains PHI or other information owned by Client, CareATC makes no claim of ownership to such information.

13. Warranties.

- (a) This Onsite Agreement is solely for the provision of Services and its existence does not establish any wellness program, corporate policy, program, or policy offered or required by Client. Services are strictly limited to those provided on Exhibit A and this Onsite Agreement does not create any obligations of CareATC or Health Professionals to administer any additional services not contemplated by this Onsite Agreement unless such additional service is mutually agreed upon between the Parties and shall not commence until such additional services are resolved to an amendment and executed by both Parties.
- (b) CareATC is not the “named fiduciary” or “Administrator”, as such terms are defined in ERISA (or as used in similar laws governing plans) of the Onsite Center. In addition, CareATC is not responsible for Client's compliance of any such plan with laws (including ERISA, HIPAA, COBRA, PPACA, Federal or other taxes, and similar requirements) that govern plan operation and administration except as may be specifically provided in this Onsite Agreement.
- (c) CareATC is not responsible for determining whether an individual is an Eligible Participant. CareATC shall rely on the eligibility information provided by Client or its designee pursuant to Section 8 (HIPAA, PHI, and Privacy) above in allowing access to the Onsite Center and shall confirm the status of Eligible Participants by reviewing their insurance cards or other evidence of coverage. CareATC will not accept any appeals or claims

for eligibility determinations. CareATC will not be liable for any errors or omissions in eligibility information provided to it by Client.

- (d) CareATC is not a law or consulting firm and does not purport to give Client any sort of legal, tax, ERISA or fiduciary advice or guidance with respect to: Client's responsibilities under this Onsite Agreement; amending any health, medical, or benefits plan offered by Client; formation of a wellness program or separate medical plan; obligations of Client under local, state and federal law.
- (e) CareATC, on behalf of the CareATC Entities, represents and warrants to Client and its affiliates that CareATC's performance of this Onsite Agreement and its products, software and service deliverables will not infringe upon or violate the intellectual property rights of any other rights of any third party or violate any federal, state, and municipal laws.

14. Indemnification.

- (a) Each Party (the "**Indemnifying Party**") agrees, to the extent permitted by law, to indemnify, defend and hold the other Party (the "**Indemnitee**"), its staff, directors, trustees, officers, agents, affiliates, contractors, employees, successors and assigns, harmless from and against any and all claims, judgments and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to all losses arising out of (i) the breach of any term or condition of this Onsite Agreement; (ii) allegations of negligent and/or willful acts or omissions of the Indemnifying Party or any of its affiliates (including, but not limited, to any medical malpractice claims against CareATC and/or any Health Professional); (iii) the violation of any law or any representations or warranties herein by the Indemnifying Party or any of its affiliates; and/or (iv) a Party's use of, access to, or involvement with the other Party's services, systems, computer hardware or software, whether in combination with other products or services (including without limitation any and all claims that a Party's use or access or involvement infringes or impermissibly incorporates any of the intellectual property rights of a third party).
- (b) Additionally, CareATC, on behalf of itself and the CareATC Entities, shall indemnify, defend and hold harmless Client, their staff, directors, trustees, officers, agents, affiliates, contractors, employees, successors and assigns from and against (i) any unauthorized use, disclosure or breach of PHI by CareATC, the CareATC Entities or subcontractors; (ii) failure to notify any and all parties required to receive notification of any breach of unsecured PHI; and (iii) any negligence or wrongful acts or omissions by a CareATC Entity or its agents or subcontractors, including without limitation, failure to perform its business associate's obligations under the Business Associate Agreement or HIPAA. Notwithstanding the foregoing, nothing in this Section 14 shall limit any rights of Client to additional remedies under the Business Associate Agreement or under applicable law for acts or omissions of a CareATC Entity or its agents or subcontractors.
- (c) In the event CareATC or a CareATC Entity fails to fully perform its breach notification obligations as a result of a breach or suspected breach of PHI, CareATC shall reimburse Client for any and all fees and costs Client incurs to: (i) investigate any suspected or actual breach; and (ii) fulfill notification and reporting obligations under HIPAA (collectively, "**Breach Costs**"). The Breach Costs shall include but not be limited to any fees and costs related to legal services, forensic investigations, consulting services, credit monitoring services, and call center services.
- (d) The Indemnitee shall provide Indemnifying Party with prompt written notice of any claims for which it seeks indemnification. No delay in notice shall excuse the Indemnifying Party's obligations, except to the extent that the Indemnifying Party has been materially prejudiced by such delay. The Indemnifying Party shall defend the Indemnitee at Indemnifying Party's sole expense with legal counsel reasonably acceptable to the Indemnitee. If the Indemnifying Party fails to provide a timely defense, then the Indemnitee may defend with counsel of its own choosing at the expense of the Indemnifying Party. Neither the Indemnifying Party nor the Indemnitee shall enter into any settlement without the prior written consent of the other, which shall not be unreasonably withheld or delayed.
- (e) The provisions of this Section 14 shall survive the termination of this Onsite Agreement.

- 15. **Notices.** All notices, consents, demands, and waivers described in this Onsite Agreement must be in writing and addressed to the other Party at its address set out below (or to any other address that the receiving Party may designate from time to time in accordance with this Section 15.) Each Party shall deliver all notices by personal delivery, nationally recognized overnight courier (with all fees prepaid, deemed accepted upon confirmation of email (deemed accepted with confirmation of transmission), or certified or registered mail (in each case, deemed accepted upon delivery of return receipt requested, or postage prepaid).

If to CareATC:

4500 S. 129th E Ave
Suite 191
Tulsa, Oklahoma 74134
Attn: Chief Financial Officer

If to Client:

Attn:

16. Independent Contractors.

- (a) It is expressly understood and agreed that CareATC and Client shall at all times during the Term of this Onsite Agreement act as independent contractors on a non-exclusive basis, and neither Party shall have any authority to bind the other Party. Neither Party is intended to be an employee or employer of, nor joint venture partner with, the other Party; except as otherwise specifically contemplated herein, neither Party shall function as a principal or agent of the other Party. Each Party hereto shall be responsible for its own activities and those of its employees and agents.
- (b) Further, nothing contained herein shall be construed to create a partnership, association or other affiliation between CareATC and Client. In no event shall either Party be liable for the debts or obligations of the other except as specifically provided for in this Onsite Agreement.
- (c) Each Party's employees and contracted professionals will be the employees and professionals only of that Party and not of the other Party. A Party will have the exclusive authority to hire, fire, compensate, assign duties to, and direct its employees. Each Party will be solely responsible to pay any applicable compensation or severance to its employees. Each Party will have the sole obligation to withhold and pay all taxes, unemployment compensation, Social Security, Medicare, and other legally required or authorized withholdings or payments, to or with respect to its employees. Each Party will be solely responsible for the actions or inactions of its employees.

17. Non-Solicitation and Non-Recruitment. The parties acknowledge and agree that the relationship between CareATC and its affiliate employees who work with Client in the performance of Services hereunder (each an **"Affiliated Employee"**) constitute a valuable asset of CareATC. During the Term of this Onsite Agreement and for a period of one (1) year thereafter, Client shall not directly or indirectly recruit, solicit, or hire, as an employee or as an independent contractor (including as an employee of a new provider of similar services as those set forth herein), any Affiliated Employee of CareATC involved in providing Services to Client, without the prior written consent of CareATC. For the duration of this Onsite Agreement and for one year thereafter, if Client either directly or through others hires any current or former CareATC Affiliated Employee (employed or contracted by supplier during the year preceding the date of hire by Client or such other party) to perform the same or a similar function, whether as an employee or independent contractor, Client shall pay an amount equal to the annual fee for such employee's Services as set forth in this Onsite Agreement. The Parties agree this is not punitive in nature and is a reasonable sum representing recruitment and training fees of CareATC. Notwithstanding the foregoing, the Parties acknowledge and agree that this Onsite Agreement will not prohibit (a) solicitations through advertising or other publications of general circulation and employment resulting thereof, or (b) the hiring of any Affiliated Employee who contacts Client or some third party without Client or such other party having solicited such Affiliated Employee. This Section 17 shall survive the termination of this Onsite Agreement.

18. Federal Contractor. Client and/or its affiliates is an equal opportunity employer and federal contractor or subcontractor. Consequently, the Parties agree that, to the extent applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. The Parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

19. Leased Space.

- (a) If at any time CareATC is required to execute a lease of real property for the purpose of performing the Services under this Onsite Agreement (the "Lease"), Client shall reimburse CareATC for any and all expenses of the Lease, including but not limited to: rent, maintenance, taxes, and operating expenses. Client agrees that these financial obligations shall cover the entire term of the Lease, even if such Lease term exceeds the length of this Onsite Agreement.
- (b) The Parties shall take all reasonable steps to ensure that the Lease allows CareATC to assign its rights and obligations under the Lease to Client.
- (c) In the event of termination or expiration of this Onsite Agreement for any reason, either (i) Parties will negotiate in good faith and use best efforts to assign the Lease to the Client, or (ii) if the Lease cannot be assigned to Client before this Onsite Agreement terminates, Client shall pay CareATC all the remaining amounts owed under the Lease upon termination of this Onsite Agreement.

20. Miscellaneous.

- (a) Amendment. This Onsite Agreement may only be amended by CareATC and Client by a writing duly executed by an appropriate officer of CareATC and Client. This requirement is not intended to preclude the Parties from making decisions regarding day-to-day operations.
- (b) Assignment. Neither Party shall have the right to assign or transfer the Services under this Onsite Agreement or its rights or obligations, voluntarily or by operation of law, without first obtaining the written consent of the other Party, which may not be unreasonably withheld, and any attempted assignment or transfer of the Services, in the absence of such consent of the other Party, shall be void and of no effect. Additionally, neither party may assign this Onsite Agreement to a successor of all or substantially all of the assets or business of such party to which this Onsite Agreement relates, whether by merger, sale of stock, sale of assets, or other similar transaction without consent of the other Party, which may not be unreasonably withheld.
- (c) Captions. All section captions are for reference only and will not be considered in interpreting this Onsite Agreement.
- (d) Claims. Each Party will notify the other Party promptly of receipt of any administrative, regulatory, legal or other claim or inquiry arising with respect to such Party that may impact, or otherwise relate to, this Onsite Agreement.
- (e) Corporate Authority. Each party represents and warrants that it has the requisite corporate power and authority to enter into this Onsite Agreement, to engage the other in the performance set forth herein, and to perform its obligations hereunder. The execution, delivery, and performance by each party of this Onsite Agreement have been duly authorized by all requisite corporate action on the part of each party respectively.
- (f) Counterparts. This Onsite Agreement may be executed in counterparts and delivered to each of the parties by facsimile, photocopy, or electronic signatures, all deemed an original instrument, but all such counterparts taken together constitute one and the same agreement.
- (g) Dispute Resolution & Mediation.
 - i. Dispute. If a disagreement, claim, cause of action, breach, question or controversy arises between the Parties concerning the observance or performance of any of the terms, provisions or conditions contained herein or the rights or obligations of either Party under this Onsite Agreement ("**Dispute**"), such Dispute shall in the first instance be the subject of a meeting between the Parties to negotiate a resolution of such Dispute. Such meeting shall be held within fifteen (15) days of a written request by either Party. If within fifteen (15) days after that meeting the Parties have not negotiated a resolution or mutually extended the period of negotiation the Dispute shall be submitted to a professional mediator in an attempt to resolve the Dispute and, if not resolved in mediation, the Party seeking relief may pursue any remedy available at law or in equity, subject to the terms of this Onsite Agreement. Notwithstanding this Section 20(g)(i), either Party may terminate this Onsite Agreement according to its terms and/or seek injunctive relief. The procedure for mediation is set forth below.
 - ii. Mediation. A Party seeking resolution of a Dispute shall provide the other Party with written notice describing the Dispute and requesting mediation. Within thirty (30) calendar days after the delivery date of such notice, the respective Parties shall jointly select a duly qualified mediator to assist the Parties in resolving the Dispute on a mutually acceptable basis. Within a reasonable period of time thereafter, not to exceed forty-five (45) calendar days after selection of such mediator, the Parties shall meet with the

mediator in an effort to resolve the Dispute. Mediation of the Dispute shall take place in Tulsa, Oklahoma or at a place mutually agreed to by the Parties. Any resolution reached by the Parties at mediation shall be reduced to writing and shall be executed by the Parties. Each Party shall pay one-half of the fee associated with such mediation.

- (h) Entire Onsite Agreement. This document, and all Exhibits, including the Business Associate Agreement (Exhibit E), is intended by the Parties as the final and binding expression of their agreement applicable to this subject matter and is a complete and exclusive statement of the terms thereof and supersedes all prior negotiations, representations, and agreements. Moreover, no representations, understandings, or agreements have been made or relied upon in the making of this Onsite Agreement other than those specifically set forth herein.
- (i) Force Majeure. The Parties will not have any obligations to provide, or liability for failure to provide, any good or service under this Onsite Agreement for any cause beyond the Parties' reasonable control including, without limitation, any Act of God, fire, flood, hurricane, environmental contamination, disruption in utilities, act or order of the other Party or governmental entity, act of terrorism, war, vandalism or other public disruption, destruction of records, disruption of communications or transportation, labor difficulties, shortages of or inability to obtain labor, material or equipment, or unusually severe weather, or any other cause beyond the Parties' reasonable control. In any such case, the Parties agree to negotiate in good faith with the goal of preserving this Onsite Agreement and the respective rights and obligations of the Parties hereunder, to the extent reasonably practicable. This provision shall not relieve either Party of any obligation hereunder in the event of a pandemic or other public health emergency, unless a Party is prohibited, by a binding governmental order, from performing an obligation hereunder (e.g., for example, if health care is deemed to be an essential service in connection with a pandemic, both parties shall be required to perform hereunder).
- (j) Further Actions. Each of the Parties agrees to execute and deliver such further instruments, and to do such further acts and things, as may be reasonably required or useful to carry out the intent and purpose of this Onsite Agreement and as are not inconsistent with the terms hereof. In addition, the Parties agree to cooperate with one another in the fulfillment of their respective obligations under this Onsite Agreement.
- (k) Governing Law. This Onsite Agreement and the rights of the Parties hereunder shall be construed and governed by the laws of the State of Oklahoma, to the extent not preempted by federal law, without consideration of or giving effect to any choice of law provision or rule thereof. Any dispute regarding the Onsite Agreement shall be filed in the City of Tulsa, Tulsa County, State of Oklahoma.
- (l) Headings. The division of this Onsite Agreement into separate articles, sections, subsections and exhibits, and the insertion of headings or captions, are for convenience of reference only and will not affect the construction or interpretation of this Onsite Agreement.
- (m) Limitation of Liability. Notwithstanding any provision herein to the contrary, neither Party shall be responsible hereunder for any special, indirect, consequential, punitive, exemplary, or incidental damages (and, for the avoidance of doubt, Losses, as defined herein, shall not include any such damages). In addition, notwithstanding any provision herein to the contrary, CareATC, its managers, directors, officers, employees, and agents, collectively, shall not be liable to Client or any of Client's respective directors, officers, managers, employees or agents for Losses, which, in the aggregate, are greater than the amount equal to the aggregate twelve (12) months of Fees paid to CareATC during the Initial Term or the current Renewal Term.
- (n) Local, State, and Federal Laws. Neither Party shall take any action in furtherance of this Onsite Agreement, which is illegal under any federal, state, county, or local rules, including without limitation, all statutes, laws, ordinances, regulations, or codes (hereinafter "Laws"). Both Parties shall comply with all applicable Laws.
- (o) No Third-Party Beneficiaries. No Eligible Participant, and no other person or entity, is an intended third-party beneficiary of this Onsite Agreement.
- (p) Onsite Agreement Structure. This Onsite Agreement is the result of an arm's length negotiation between the parties and each of the parties has agreed to the use of the language in this Onsite Agreement. The parties further acknowledge that any questions of doubtful or unclear interpretations are not to be resolved by any rule or interpretation against the drafters, and that each party has participated in drafting this Onsite Agreement. Accordingly, this Onsite Agreement is to be construed without regard to the Parties responsible for its drafting or preparation.

- (q) Severability. If any provision of this Onsite Agreement should be invalid or unenforceable, the remainder of the Onsite Agreement will continue in full force and effect as if the invalid or unenforceable portion had never been written, and the remainder of this Onsite Agreement will continue to be effective, valid, and enforceable.

21. Order of Precedence. In the event of conflicts or discrepancies among this Onsite Agreement and other documents used in capturing services and fees, interpretations will be based on the following priorities: this Onsite Agreement for Onsite Center Services; the Exhibits attached to this Onsite Agreement; any PO or Change Order.

IN WITNESS WHEREOF, the parties have agreed to this Onsite Agreement as of the Effective Date in the preamble.

CareATC, Inc.:

Signature:

City of Augusta Georgia:

Signature:

Name: Jeff Mazzoni

Name:

Title: Chief Financial Officer

Title:

Date:

Date:

Exhibit A Scope of Work

I. ONSITE CENTER SERVICES

1. Onsite Center Locations.

Onsite Center	Address	City, State, Zip

2. Onsite Center Services

- a. Primary Care Services: Primary care to include, but not limited to:
 - i. Evaluation, testing, and treatment for minor illnesses
 - ii. Treatment for minor injuries not work-related
 - iii. Annual physical and/or regular check-up
 - iv. Chronic illness evaluation, treatment and management
 - v. Minor medical procedures within the Health Professionals' scope of licensure and abilities (which may vary depending on staffing at the Onsite Center) and can be performed at the Onsite Centers with available equipment
- b. Pediatric Services: Eligible Participants 2 years & older (with limits regarding immunizations) for: (i) Routine Primary Care and (ii) School Physicals
- c. Virtual Access to Onsite Center Primary Care Providers: Eligible Participants will have access to providers at the Onsite Health Centers listed above for Primary Care Services during such Onsite Health Centers normal hours of operation over the telephone, Internet. Such Primary Care Services performed virtually may be limited due to (a) state law, and (b) the nature of the virtual setting.
- d. Pharmaceuticals: Provisions of CareATC standard pharmaceuticals to treat common illnesses as ordered by CareATC Health Professionals, including but not limited to:
 - i. Infections
 - ii. Hypertension
 - iii. Hyperlipidemia
 - iv. Diabetes
 - v. Infectious Disease (including antibiotics)
 - vi. Gastro esophageal/reflux disease
 - vii. Asthma
 - viii. Chronic lung disease
 - ix. Allergies (oral for non-life threatening)
- e. Lab Work: Necessary standard laboratory work as ordered by CareATC Health Professionals to provide the Services.

II. VIRTUAL / TELEMED SERVICES

1. **Virtual Urgent Care.** Eligible Participants will have access to a national network of providers for virtual urgent care services through CareATC trusted partners. Virtual Urgent Care Services shall be available 24 hours per day, 7 days per week over the telephone, or Internet. Such Virtual Urgent Care Services may be limited due to (a) state law, and (b) the nature of the virtual setting.

III. CAREATC RECOGNIZED HOLIDAYS

New Year's Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Memorial Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Independence Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Labor Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed

Thanksgiving Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Day after Thanksgiving	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed
Christmas Day	<input type="checkbox"/> Staffed	<input checked="" type="checkbox"/> Not Staffed

IV. ELIGIBLE PARTICIPANTS

Employees	<input type="checkbox"/> All	<input checked="" type="checkbox"/> Only those on Client benefit plan	Notes:
Spouses	<input type="checkbox"/> All	<input checked="" type="checkbox"/> Only those on Client benefit plan	Notes:
Dependents (12 and older)	<input type="checkbox"/> All	<input checked="" type="checkbox"/> Only those on Client benefit plan	Notes:
Dependents (2-12 years old)	<input type="checkbox"/> All	<input checked="" type="checkbox"/> Only those on Client benefit plan	Notes:

V. FEES TO PATIENTS FOR SERVICES AT ONSITE CENTER

1. **Fee Collection.** If applicable, CareATC shall collect fees directly from Eligible Participants pursuant to a fee schedule for the Services provided to CareATC by Client, including participants covered under one of Client's high deductible health plans for Services other than those classified as "preventive" care. All such collected fees shall be offset against amounts invoiced to Client by CareATC pursuant to the fee schedule in Exhibit B to this Onsite Agreement. Such offset to occur in the invoice in the month immediately following the collection of such fees; less a collection and administration fee equal to ten percent (10%), which includes amounts charged to CareATC by its payment processor in connection with such collections for such month.

VI. ELECTRONIC MEDICAL RECORDS

☒ CareATC Electronic Medical Records

☐ None (Paper Records)

☐ Client Electronic Medical Records

VII. PERSONAL HEALTH ASSESSMENT SERVICES

1. **Personal Health Assessment Service Location(s).**

Onsite Center	Address	City, State, Zip

2. **Personal Health Assessments ("PHA").** CareATC will provide Eligible Participants who participate in the Personal Health Assessment ("PHA") program with an individual PHA report and access to electronic individual reports via the CareATC mobile app and secure Internet Client Portal. These individual PHA reports will not be available to Client unless the Eligible Participant completes and signs a HIPAA authorization authorizing CareATC to release the report(s) to Client. However, aggregated de-identified data that is HIPAA-compliant shall be provided to Client upon request.
 - a. Once per year for each Eligible Participant over the age of eighteen (18). Includes:
 - i. Blood draws and data collection by qualified and licensed Healthcare Professional
 - ii. Standard laboratory work
 - iii. Individual reports for each participant accessible via the CareATC mobile app and secure Internet Client Portal
 - iv. De-identified aggregate reports to Client.
3. **PHA Follow Up.** Follow-up for specified categories based upon risk factors indicated by lab values.

Exhibit B
Onsite Fees & Costs

I. ONSITE CENTER FEES

On-Site One-Time Implementation Costs	Year 1
FIXED IMPLEMENTATION FEES	
Project Management, Training, & Implementation	\$36,700
Technology: IT Hardware, EMR Licensing, Set-Up, Health Information Exchange, and Transfers	\$42,500
Subtotal Fixed Implementation Fees	\$79,200
ESTIMATED VARIABLE IMPLEMENTATION COSTS	
Implementation Travel Costs	As Incurred
Training Period Salaries	As Incurred
Recruiting Costs	As Incurred
FF&E and Supplies	As Incurred

Ongoing Operating Costs	Year 1	Year 2	Year 3
ONGOING LABOR FEES			
Primary Care Physician - 40 hours/week, aka, 1 FTE	\$290,992	\$305,542	\$320,819
Nurse Practitioner - 20 hours/week, aka, 0.5 FTE, increasing to 40 hours/week, aka, 1 FTE in Year 2	\$76,960	\$161,616	\$169,697
Collaborating Physician MD	\$6,000	\$12,600	\$13,230
Medical Assistant - 80 hours/week, aka, 2 FTE, increasing to 120 hours/week, aka, 3 FTE in Year 2	\$95,680	\$150,696	\$158,231
Medical Assistant Lead - 40 hours/week, aka, 1 FTE	\$59,280	\$62,244	\$65,356
Staff Benefits	\$169,252	\$219,647	\$230,630
Backfill Coverage	\$63,469	\$82,368	\$86,486
Professional Liability	\$5,000	\$7,000	\$7,350
Continued Education Health Professional	\$9,000	\$12,600	\$13,230
Licenses & Dues	\$4,000	\$5,600	\$5,880
Subtotal Ongoing Labor Fees	\$779,633	\$1,019,913	\$1,070,909
ONGOING OPERATING FEES			
Technology Fee: Electronic Medical Record, Enterprise Data Warehouse, Analytics and Reporting	\$82,596	\$86,726	\$91,062
General And Administrative	\$187,112	\$243,267	\$255,431
Management Fee	\$101,352	\$131,770	\$138,358
Subtotal Ongoing Operating Fees	\$371,060	\$461,763	\$484,851
Subtotal Fixed Ongoing Operating Costs	\$1,150,693	\$1,481,676	\$1,555,760
ESTIMATED VARIABLE COSTS			
Biohazard Waste Removal	As Incurred	As Incurred	As Incurred
Flu Prevention	As Incurred	As Incurred	As Incurred
Marketing Materials	As Incurred	As Incurred	As Incurred
Laboratory Services	As Incurred	As Incurred	As Incurred
On-site dispensed medications	As Incurred	As Incurred	As Incurred
Mail order medications	As Incurred	As Incurred	As Incurred
Injections and OTC medications	As Incurred	As Incurred	As Incurred
Other: Medical, office supplies, postage, travel, etc.	As Incurred	As Incurred	As Incurred
Subtotal Ongoing Variables Costs	As Incurred	As Incurred	As Incurred

1. **Current Estimates.** The table above is based on current estimates of scope and volume. Any scope or volume changes shall require updated Fees by executed amendment to this Agreement.
2. **One-Time Implementation Costs:**
 - a. If applicable, any actual one-time Fees for furniture, supplies and equipment will be dependent upon the facility size, configuration, and scope of work. All items purchased will be passed through as incurred.

- b. If applicable, any construction and/or build-out costs incurred by CareATC shall be billed to the Client
 - c. If a staffing agency is enlisted, or a sign-on bonus is needed to be offered in order to staff the Onsite Center, then such fees would be mutually agreed upon and passed through at cost.
 - d. If total aggregate construction, design, and buildout costs exceed \$50,000, Client agrees to pay CareATC a construction management fee equal to 3% of these costs.
 - e. Technology implementation fees include:
 - i. IT Hardware
 - ii. Physical implementation and installation of the technology/EMR solution designed for Client
 - iii. One time license fee billed per provider for the EMR system
 - iv. Four (4) inbound data feed set ups and one (1) outbound data feed set ups
 - f. Labor fees for training period to be billed by the hour as incurred beginning upon date of hire for each employee
 - g. Any non-standard or customized marketing material design work are subject to the CareATC policy in place at time of request. Such policy can be provided upon request. The cost to procure any physical marketing materials or promotional items to be passed through as incurred.
 - h. All travel costs related to implementation, including but not limited to travel expenses for training team, management team, facilities team, technology team, to be passed through as incurred.
 - i. Implementation fees to be billed upon execution of this Agreement.
3. **Monthly Fee.** CareATC will bill ongoing fixed monthly fees to the Client as a flat monthly fee at 1/12 of the Fixed Ongoing Operating Costs. The fixed monthly fees include:
- a. All labor fees include:
 - i. Salaries wages and benefits (subject to change based on actual hire rates of each staff member)
 - ii. CME, licensing, training, and recruiting
 - iii. Backfill coverage as described in Section 6(c) above
 - b. Technology Fees including:
 - i. Software fees (subject to change based on changes to staffing model)
 - ii. Hardware Fee (all hardware purchases, maintenance of hardware and replacement of hardware items necessary to provide the EMR solution, but excluding consumables)
 - iii. Patient Portal and Mobile App
 - iv. Patient survey
 - v. Standard periodic stewardship reporting
 - vi. 24/7 virtual care coverage for certain services for Client's Eligible Participants
 - vii. Inbound Data Feeds including
 - A. One (1) monthly inbound data transfer for each of the four feeds
 - viii. Outbound Data Feeds including
 - A. One (1) monthly outbound data transfer
 - c. Management Fees
 - d. G&A Fees
4. **Variable costs.**
- a. Client may opt in to influenza vaccination services on an annual basis via a pre-order process. Pricing for such vaccinations are subject to change annually based on serum type and availability. The parties shall mutually agree to any mass influenza vaccination event(s) and the associated staffing fees, associated costs and required minimums
 - b. Travel and mileage expenses incurred in the performance of required Services (including but not limited to clinical and physician travel, onsite staff travel for training, monthly meetings, quarterly stewardship meetings, audits, colleague performance management, and other travel requested by client) will be billed back at actual cost without additional markup or management fee.
 - c. Any monthly occupancy costs incurred by CareATC including but not limited to rent, janitorial, HVAC, security, pest control, utilities, water shall be passed through as incurred without markup.

- d. Any non-standard or customized marketing material design work are subject to the CareATC policy in place at time of request. Such policy can be provided upon request. The cost to procure any physical marketing materials or promotional items to be passed through as incurred.
- e. Onsite Center Relocation/Remodel: In the event that the Onsite Center is relocated or remodeled, CareATC will invoice Client for CareATC's expenses in the performance of services to facilitate such relocation or remodel. Those expenses shall include but are not limited to consulting services, travel costs, moving equipment & supplies, storage or other temporary facilities, furniture or equipment. Client shall have title to all such furniture, equipment, or other items invoiced.
- f. All consumable items necessary for day-to-day Onsite Center operation, whether requested by Client or deemed medically or operationally necessary by staff, will be passed through to Client as incurred without markup.
 - i. Passed through items include, but are not limited to medical supplies, office supplies, laboratory fees and supplies, marketing materials, shipping of specimens, break room supplies, printing, postage, parking fees, uniforms, laundry, medications (mail order, onsite, injections, over-the-counter), immunizations (other than COVID19 and influenza), equipment calibration and maintenance, airgas supplies, internet network connectivity and telephones, biohazard disposal, cell phones (where on-call services are authorized by the scope of work), third party services as necessary (such as MROs, translation services, radiology), etc.
- g. If any licensure or certifications are requested by Client that would go beyond what has been originally agreed upon as the scope of service, then additional fees may apply (such as licensing staff in additional states for virtual or on-site coverage, scope expansions, etc.)
- h. Data Feeds
 - i. Additional Inbound Data Feeds: If (a) Client requests additional feeds inbound to CareATC above the number included in the Monthly Fees above or (b) CareATC needs to re-establish a feed due to Client changing providers then a one-time \$2,000 fee will apply per request.
 - ii. Inbound Data Transfer: If Client (a) requires an Additional Inbound Data Feed or (b) requires any feed received more frequently than monthly than a \$200 fee will apply per data transfer.
 - iii. Additional Outbound Data Feeds: If (a) Client requests additional feeds outbound from CareATC above the number included in the Monthly Fees above or (b) CareATC needs to re-establish a feed due to Client changing recipient, content or format then a one-time \$5,000 fee will apply per request.
 - iv. Outbound Data Transfer: If Client (a) requires an Additional Outbound Data Feed or (b) requires any feed sent more frequently than monthly than a \$200 fee will apply per data transfer.
 - v. Ad Hoc Requests: Ad hoc data requests will be billed at a rate of \$250 per hour.

II. PERSONAL HEALTH ASSESSMENT ONSITE FEE

Personal Health Assessment Fees	
PHA Services	Fee
PHA Performed in Onsite Center (Standard CareATC Panel)	\$50.00
LabCorp Utilized by Client Eligible Participant to have PHA performed	\$25.00
Physician Attestation – the cost associated with external lab work provided by Eligible Participants	\$10.00
Additional Tests (if applicable)	Pass Through

III. MASS SCREENING/VACCINATION EVENTS FEES

1. The Parties shall mutually agree to any optional mass PHA, Influenza, COVID-19 or other screening/vaccination event(s) ("Mass Events"). Such Mass Events will be quoted on a case-by-case basis and shall include schedule, services, associated fees, associated costs and required minimums. Such Mass Event shall only be performed after the Parties have duly executed a Statement of Work under the terms of this Agreement.
2. **Variable Fees for optional Mass Events:** Such fees will include:

- a. Travel and Mileage. If required or requested, Client will pay CareATC travel and mileage expenses incurred in the performance of Services on a pass-through basis. Travel and mileage expenses shall include but are not limited to: (i) gas, (ii) car rental, (iii) parking, (iv) meals, (v) tolls, (vi) airfare, (vii) baggage fees, (viii) hotel and (viii) mileage. CareATC will invoice Client for CareATC's actual cost without additional markup. Travel and mileage shall include but are not limited to clinician, physician and staff travel.
- b. Additional Labor Fees. Client will pay CareATC additional labor expenses as incurred in the performance of Services whether requested by Client or deemed medically or operationally necessary for patient care. Those expenses will be invoiced on a pass-through basis without additional markup and shall include but are not limited to:
 - i. Additional hours incurred over and above contract hours (as applicable)
 - ii. Overtime (at 1.5 x applicable rate)
 - iii. Holiday pay (at 2.0 x applicable rate)
 - iv. Bonuses
 - v. Supplemental pay
- c. Consumable Items Paid on a Pass-Through Basis. Client will pay CareATC variable cost items used during mass screening/vaccination events on a pass-through basis. CareATC will invoice Client for CareATC's actual cost to purchase items utilized to perform the Services to the specific Eligible Participants. Passthroughs shall include but are not limited to:
 - i. Equipment & equipment calibration/ maintenance
 - ii. Waste disposal (including biohazard)
 - iii. Licensure and permits
 - iv. Immunizations
 - v. Medical / Office supplies & postage

IV. Engagement Changes

If the Service engagement changes, then the staffing model, hours per week and fixed monthly fee shall be updated based on the engagement change and mutual agreement of the Parties and resolved to executed amendment.

Exhibit C

Standards for Onsite Facilities

1. The Onsite Center operated by CareATC will meet the Accreditation Association for Ambulatory Health Care (AAAHC) standards. These standards include at a minimum the following specifications as provided below:
 - A. Americans with Disabilities Act (ADA) compliant with valid Certificate of Occupancy (or equivalent) from Authority Having Jurisdiction.
 - B. Non-smoking.
 - C. Weapon free except in the case the patient is required to carry a weapon as part of their job.
 - D. Occupational Safety and Health Administration (OSHA) and Medical Facilities Standards: Comply with federal regulations and state standards.
 - E. Facility is constructed to ensure patient privacy during examinations, interviews, treatments, and consultations. Examples include, but are not limited to, noise control, blinds or privacy film on windows, etc.
 - F. Floor coverings: non-porous flooring that can be disinfected and cleaned daily for all exam, lab, and working portions of the Onsite Center. Vinyl Composition Tile (VCT) tiling is recommended.
 - G. Ventilation: The ventilation system will be separate from any smoking or industrial ventilation.
 - H. All counterspace have a non-porous surface that can be cleaned routinely.
2. In addition, CareATC has a set of preferred standards for Onsite Centers as provided below:
 - A. Walls: Full height, with semi-gloss paint or similar covering that may be readily wiped down without removing color.
 - B. Access: Such that the Onsite Center may be locked securely and separately from the main facility.
 - C. The following preferred size and design criteria:
 1. Overall Size: Approximately 2,000 square feet for Primary Care services; additional services may require larger space.
 2. Examination/Treatment Rooms: two (2) exam rooms per provider approximately one-hundred-twenty (120) square feet. Each room will have two (2) electrical outlets, nearby hot and cold running water, Internet and phone cabling, and a secure locked storage cabinet reasonably approved by CareATC.
 3. Health Professional Office: one (1), minimum one-hundred (100) square feet.
 4. Reception: one-hundred forty (140) square feet.
 5. Storage: forty (40) square feet of general storage and supply storage, with shelves.
 6. Rest Rooms: two (2) unisex, internal in the Onsite Center space. One for staff & one testing bathroom (if necessary), adjacent the laboratory including a water shutoff valving for drug testing.
 7. Marked and Reserved Parking for Health Professionals and Patients.
 8. Laboratory: Will have two (2) electrical outlets, hot and cold running water, and secure locked cabinetry, reasonably approved by CareATC. Lab to be equipped with an eyewash station and anti-scalding valve.
 9. Dispensary: approximately one-hundred (100) square feet, keyed separately, storage bins/racks/shelves, wipeable counterspace, with undercounter medical grade refrigerator, solid ceiling, alarmed (camera may be required), retractable/roll-up serving counter (if applicable).
3. Client also agrees to the below:
 - A. Client will provide all necessary janitorial services, pest control, security, and all utilities (electricity, heat, water, plumbing, air conditioning).
 - B. Client must maintain the Onsite Center in good repair and working order and in compliance with CareATC's service standards (including, but not limited to, its interior, exterior, structure, and roof) and maintained in a safe and workman like condition. By way of example only, Client shall keep the Onsite Center free of debris, ice, snow.
 - C. If Client has an existing Onsite Center facility, then Client shall provide CareATC full access to such facility at least sixty (60) days prior to the Anticipated Open for Business Date to inspect the premises and determine if the facility meets CareATC's specifications to perform the Services and security requirements. Client shall be solely responsible for any required updates, upgrades, replacement systems, or medical equipment as may be necessary to perform the Services.
 - D. In the event any hazardous substance is discovered at any time in, under, or about the Onsite Center in violation of applicable law during the Term then, provided such hazardous substance was not introduced into the Onsite Center by CareATC, Client will, at Client's expense, remove and dispose of such hazardous substance in accordance with applicable law and shall indemnify and hold harmless CareATC from and against any action under any federal, state, or local environmental law for the same.
 - E. Failure of Client to meet Section 1 of this Exhibit C shall be considered a breach of the Onsite Agreement.

Exhibit D

Insurance

1. CareATC Insurance Requirements

- A. **Insurance Coverages.** CareATC will obtain and maintain the following coverages at all times during the Term of this Onsite Agreement:
1. **Commercial General Liability-** \$1,000,000.00 per occurrence and \$3,000,000.00 in aggregate of Comprehensive General Liability including independent contractors, contractual liability, and broad-form property damage endorsements, naming Client as additional insured
 2. **Professional Liability** - \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate with an insurance company on behalf of CareATC, all Onsite Centers, and all Health Professionals employed or engaged to provide Services
 3. **Worker Compensation** - As required by applicable statutes. Employers' Liability requirements of \$1,000,000 each accident, \$1,000,000 disease aggregate, \$1,000,000 disease each employee
 4. **Cyber Liability** - \$5,000,000 policy aggregate limit for all damages, claims expenses, penalties and PCI fines, expenses, and fees.
 5. **Automobile, Non-Owned Automobile and Hired Auto Liability** - \$1,000,000.00
 6. **Commercial Property** - Replacement value of property owned by CareATC maintained at Onsite Center
 7. **Umbrella** - \$10,000,000 to provide excess limits when the limits of the underlying policies (Section 1(A)(1), Section 1(A)(3) & Section 1(A)(5)) are exhausted by payment of claims
 8. **Employee Dishonesty/Crime Coverage** - \$500,000; \$500,000 Employee Theft
- B. Upon request, CareATC shall provide to Client Certificates of insurance required herein, within thirty (30) days of such request. All insurance coverage shall be written with Insurance Companies authorized to do business in the State of Oklahoma, and rated no less than A-, VII in the latest A.M. Best rating guide.
- C. CareATC will provide Client with at least thirty (30) days written notice before the change, cancellation or non-renewal of any insurance coverage contemplated by this Onsite Agreement.

2. Client Insurance Requirements

- A. **Insurance Coverages.** Client will obtain and maintain the following coverage at all times during the Term of this Onsite Agreement:
1. **Comprehensive General Liability** - \$1,000,000.00 per occurrence / \$3,000,000.00 in aggregate of Comprehensive General Liability insurance including premises, independent contractors, contractual liability, and broad form property damage endorsements, naming CareATC as Additional Insured.
- B. Client will provide CareATC with at least thirty (30) days written notice before the change, cancellation or non-renewal of any insurance coverage contemplated by this Onsite Agreement.
- C. Upon request, Client shall provide to CareATC proof of insurance coverage, within thirty (30) calendar days of such request.
- D. Upon request, Client shall provide to CareATC Certificates of insurance required herein, within thirty (30) days of such request. All insurance coverage shall be written with Insurance Companies authorized to do business in the state of Georgia and rated no less than A-, VII in the latest A.M. Best rating guide.

Exhibit E

Business Associate Agreement

In accordance with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104 191 ("HIPAA") and the Health Information Technology For Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act"), CareATC shall, to the extent it acts in its capacity as a Business Associate to the Client, adhere to the applicable requirements established in the HIPAA Rules (as defined below) for Business Associates as set forth below.

1. Definitions

- A. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Attachment, shall mean CareATC.
- B. "HIPAA Rules" shall mean the requirements of the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, implementing HIPAA and the HITECH Act, in each case only as of the applicable compliance date for such requirements.
- C. "Incident Response Team" shall mean the unit designated by CareATC that is responsible for investigating and responding to information privacy and security incidents and complaints.
- D. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- E. "Protected Health Information" ("PHI") and "Electronic Protected Health Information" ("EPHI"). PHI and EPHI shall have the same meaning as such terms as defined in 45 CFR 160.103 but limited to such information created or received by CareATC in its capacity as a Business Associate (and not a pharmacy or other health care provider) of Client.
- F. "Security Rule" shall mean the Standards for Security of Electronic Protected Health Information at 45 CFR parts 160 and 164, subpart C.

2. Obligations and Activities of Business Associate

- A. Business Associate agrees not to use or disclose PHI other than as permitted or required by the Commitment Agreement or this Exhibit E, or as permitted or Required By Law.
- B. Business Associate agrees to use appropriate safeguards to protect against any use or disclosure of PHI not provided for herein and to comply, where applicable, with Subpart C of 45 CFR Part 164 with respect to EPHI. Without limiting the foregoing, Business Associate agrees to implement appropriate administrative, physical, and technical safeguards designed to, to prevent the unauthorized use and disclosure of Protected Health Information, and to protect the confidentiality, integrity, and availability of Electronic Protected Health Information, including maintaining an Incident Response Team to investigate and respond to unauthorized uses and disclosures of PHI upon learning thereof, as required by 45 CFR § 164.308, 164.310, 164.312, and 164.316, as may be amended from time to time.
- C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Exhibit E.
- D. In addition to the reporting required by Section 2.L, Business Associate agrees to report to Client, within ten (10) business days of discovery by the Incident Response Team any unauthorized disclosure of the PHI arising from a Security Incident, and otherwise not provided for by the Commitment Agreement or permitted under the HIPAA Rules.
- E. In accordance with 45 CFR 164.502 (e)(1)(ii) and 164.308(b)(2) Business Associate agrees to require that any Subcontractor to, to whom it delegates any function or activity it has undertaken to perform on behalf of Client, and whom it provides PHI received from or created on behalf of Client, agrees to substantially the same restrictions and conditions on the use or disclosure of PHI as apply through this Exhibit E to Business Associate through a Business Associate Onsite Agreement between such Subcontractor and Business Associate.
- F. Upon the Client's written request, and in a reasonable time and manner, Business Associate agrees to provide to Client such PHI maintained by Business Associate in a Designated Record Set as required for Client to respond to a request for access under 45 CFR 164.524.
- G. Upon the Client's written request, and in a reasonable time and manner, Business Associate agrees to make available PHI maintained by it in a Designated Record Set, and to make amendments to such PHI, in order for Client to respond to a request for amendment under 45 CFR 164.526.
- H. Business Associate agrees to make its internal practices, policies, procedures, books, and records relating to the use and disclosure of PHI received from or created or received by Business Associate on behalf of Client, available for inspection and copying by the Secretary upon the Secretary's written request for same for purposes of the Secretary determining the Client's compliance with the HIPAA Rules.
- I. Business Associate agrees to document such disclosures of PHI made by it, and information related to such disclosures, as would be required for Client to respond to a request by an Individual for an accounting of disclosures of PHI under 45 CFR 164.528.

- J. Upon written request by Client, and in a reasonable time and manner, Business Associate agrees to provide to Client information collected in accordance with Section 2.I for Client to provide an accounting under 45 CFR 164.528.
- K. To the extent Client specifically delegates to Business Associate one or more of Client's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to Client in the performance of such obligation(s).
- L. Following the discovery by Business Associate of any Breach of Unsecured PHI by Business Associate or its Subcontractors, Business Associate agrees to notify Client of such Breach without unreasonable delay, but no later than within five (5) business days after the Incident Response Team is notified of the Breach. Such notification shall include, to the extent available, the identity of each Individual whose Unsecured PHI has been or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach. At the time of notification or promptly thereafter as such information becomes available, Business Associate shall also provide Client with such other available information as is required for Client to notify an Individual of the Breach as required by 45 CFR 164.404(c). Business Associate agrees that to the extent the Breach is solely as a result of Business Associate's negligent acts or omissions, Business Associate shall provide the notifications required under 45 CFR 164.404, 45 CFR 164.406 and 164.408(b). Notwithstanding the above, if a law enforcement official provides Business Associate with a statement that the notification required under this paragraph would impede a criminal investigation or cause damage to national security, Business Associate may delay the notification for the period of time set forth in the statement as permitted under 45 CFR 164.412.

3. Permitted Uses and Disclosures by Business Associate

- A. Business Associate may use or disclose PHI to perform functions, activities and Services for or on behalf of, Client as provided in the Commitment Agreement. Such uses and disclosures shall be limited to those that would not violate the Privacy Rule if done by Client except that Business Associate may use and disclose PHI:
 - 1. for the proper management and administration of the Business Associate or to carry out its legal responsibilities; provided that, in the case of any disclosures for either of these purposes, the disclosure is Required by Law or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed, that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and that the person will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;
 - 2. to provide Data Aggregation Services to Client relating to the health care operations of CareATC as permitted by 45 CFR 164.504(e)(2)(i)(B);
- B. Business Associate may also use and disclose PHI: (i) to respond to requests for PHI either accompanied by an authorization that meets the requirements of 45 CFR 164.508 or from a covered entity or health care provider in accordance with 45 CFR 164.506(c); (ii) to de-identify the information or create a limited data set in accordance with 45 CFR §164.514, which de-identified information or limited data set may be used and disclosed by Business Associate as permitted by law, including HIPAA; (iii) to report violations of law to appropriate federal and state authorities, consistent with 45 CFR §164.502(j)(1); and (iv) as authorized in writing by Client.
- C. Business Associate agrees to request, use and disclose PHI in compliance with the Minimum Necessary standard of the HIPAA Rule.

4. Obligations of Client

- A. Client shall provide PHI to Business Associate in compliance with the Minimum Necessary standard of the Privacy Rule. Client shall not ask or require Business Associate to use or disclose Protected Health Information in a manner in which Client could not do as a Covered Entity except as permitted by 45 CFR 164.504(e) to perform Data Aggregation Services.
- B. Client represents and warrants that its Notice of Privacy Practices complies with 45 C.F.R. 164.520 and permits Client to use and disclose Protected Health Information in the manner that Business Associate is authorized to use and disclose Protected Health Information under this Attachment.
- C. To the extent that the Client honors a request to restrict the use or disclosure of PHI pursuant to 45 C.F.R. 164.522(a), Client agrees not to provide such PHI to Business Associate unless Client notifies Business Associate of the restriction and Business Associate advises Client that it is able to accommodate the restriction. Client agrees to reimburse Business Associate for any increase in fees required to accommodate such restriction.
- D. Client shall be responsible for using administrative, physical and technical safeguards at all times to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate in accordance with the standards and requirements of the HIPAA Rules, until such PHI is received by Business Associate.
- E. Client shall obtain any consent or authorization that may be required by applicable federal or state laws in order for Business Associate to provide its Services under the Commitment Agreement.

- F. Client shall provide to Business Associate a written list of the names of those individuals in its Workforce that are authorized to receive or access PHI on its behalf, and to provide reasonable prior written notice to Business Associate of any changes to such list. In the absence of Client providing such list, Business Associate may assume that those individuals that are member of the Workforce of Client or, if applicable, Client Sponsor, who request or receive PHI from Business Associate are performing plan administration activities for Client and are authorized to receive or access PHI on its behalf.

5. Miscellaneous

A. Regulatory References.

A reference in this Exhibit E to a section in the HIPAA Rules means the section as in effect or as amended, and as of its applicable compliance date.

B. Changes to this Attachment.

The Parties agree to negotiate in good faith to amend this Exhibit E or the Commitment Agreement as necessary to comply with any changes in the HIPAA Rules. If, within sixty (60) business days after Business Associate receives a proposed amendment for this purpose from Client, the Parties are unable in good faith to reach agreement on its terms, either Party may terminate the Commitment Agreement and this Exhibit E by written notice to the other.

C. Interpretation.

Any ambiguity in this Exhibit E shall be resolved to permit the Parties to comply with the HIPAA Rules.

Request for Proposals

Request for Proposals will be received at this office until **Wednesday, August 21, 2024 @ 11:00 a.m. via ZOOM Meeting ID: 871 0709 8838; Passcode: 24237** for furnishing:

RFP Item # 24-237 Wellness Center for Augusta, GA – Human Resources 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, August 5, 2024 @ 2:00 p.m. via ZOOM – Meeting ID: 893 8782 9650; Passcode: 24237.

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, August 6, 2024 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered. **To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.**

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 July 11, 18, 25, 2024 and August 1, 2024
Metro Courier July 11, 2024

Revised: 6/20/24



RFP Opening Item #24-237 Wellness Center
for Augusta, GA – Human Resources Department
RFP Due: Thursday, August 29, 2024 @ 11:00 a.m.

Total Number Specifications Mailed Out: 18

Total Number Specifications Download (Demandstar): 14

Total Electronic Notifications (Demandstar): 258

Georgia Procurement Registry: 1256

Total packages submitted: 5

Total Noncompliant: 1

VENDORS	Attachment "B"	Addendum 1	E-Verify	Save Form	Fee Proposal	Original	⁸ Copies
CarreATC 4500 S 129TH E Ave Tulsa, OK 74134	YES	YES	1763626	YES	YES	YES	YES
Apollo Occupational Health 845 S. Carroll Rd. Ste. A Villa Rica, GA 30180	YES	YES	1886139	YES	YES	YES	YES
Med Investors Development, LLC dba One to One Health 1110 Market Street, Suite 502 Chattanooga, TN 37402	YES	YES	1152048	YES	YES	YES	YES
Quad/Med, LLC N61 W23044 Harry's Way Sussex, WI 53089	YES	YES	NO/Non- Compliant	YES	YES	YES	YES
Marathon Health LLC 10 West Market Street Suite 2900 Indianapolis, IN 46204	YES	YES	329568	YES	YES	YES	YES



RFP Opening Item #24-237 Wellness Center
for Augusta, GA – Human Resources Department
RFP Due: Thursday, August 29, 2024 @ 11:00 a.m.
Evaluation Meeting: Thursday, September 19, 2024 @ 3:00 p.m.

Item 13.

Vendors		CareATC 4500 S 129TH E Ave Tulsa, OK 74134	Apollo Occupational Health 845 S. Carroll Rd. Ste. A Villa Rica, GA 30180	Med Investors Development, LLC dba One to One Health 1110 Market Street, Suite 502 Chatanooga, TN 37402	Marathon Health LLC 10 West Market Street Suite 2900 Indianapolis, IN 46204	Quad/Med, LLC N61 W23044 Harry's Way Sussex, WI 53089
Phase 1						
Evaluation Criteria		Points				
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	Pass/Fail	PASS	PASS	PASS	PASS	Fail
Phase I						
Quality of RFP (MUST ACHIEVE 35 POINTS FOR CONTINUED CONSIDERATION) Max Point Value 50						
C. Overall Quality of RFP (concise and to-the-point)	50	44.7	38.7	41.0	45.0	
Proposer's's Overall Ability to Provide the Services						
D. Narrative – (To Include Section 8 - Proposal Questions) - Max Point Value 750						
1. Technical Approach	100	74.7	56.7	44.7	75.3	
2. Financial Responsibility	100	80.0	46.7	58.3	76.7	
3. Project Management	95	76.7	47.0	53.0	77.3	
4. Key Personnel & Staff	90	70.7	41.0	48.0	68.3	
5. Organizational Qualifications	75	44.0	20.3	24.0	47.0	
D. Sub-Total Narrative	460	346.0	211.7	228.0	344.7	
E. Scope of Services - Max Point Value 200						
1. Creative and Innovative solutions to increasing Employee Engagement	40	33.0	26.0	30.0	32.0	
2. Improving Disease Management Programs and Adherence	40	34.0	26.0	26.3	32.3	
3. Ability to assist in managing healthcare costs and improving employees overall wellness	40	36.7	29.0	31.0	35.3	
4. Ability to assist in managing Pharmacy costs and improving adherence	40	33.7	25.7	27.7	31.3	
5. Ability to expand clinic services and offerings	40	26.0	17.7	21.7	27.0	
E. Sub-Total Scope of Services	200	163.3	124.3	136.7	158.0	
F. Proximity to Area (only choose 1 line according to location of the company - enter the ranking value for the one line only) Max Point Value 10						
Within Richmond County	10					
Within CSRA	8					
Within Georgia	6		6.0			
Within SE United States (includes AL, TN, NC, SC, FL)	4			4.0		
All Others	2	2.0			2.0	
Reference(s) - Max Point Value 10						
G. Reference	10	9.0	6.3	6.7	7.3	
Phase 1 Total - (Total Maximum Point Value 730)	730	565.0	387.0	416.3	557.0	
Phase 2						
Presentation (IF DEEMED NECESSARY – Vendors must receive 600 points in Phase I to be considered for Phase II)						
H. Optional Presentation and/or Site Visits	10	7.75			7.08	
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)						
Lowest Fees	10	10.0				
Second	8				8.0	
Third	6					
Forth	4					
Fifth	2					
Total Phase 2 - (Total Maximum Ranking 20)	20	17.75	0.00	0.00	15.08	
Total - Total Max Points 750						
Total Cumulative Score (Maximum point is 750)	750	582.75	387.00	416.33	572.08	
Internal Use Only						
Evaluator:	Cumulative	Date:	Phase 1 - 10/31/24	Phase II - 11/8 24 - 1/15/25	Fee Proposal 1/15/25	
Procurement Department Representative: _____ Nancy Williams _____						
Procurement Department Completion Date: Phase 1 - 10/31/24 Phase II - 11/8 24 - 1/15/25 Fee Proposal 1/15/25						



HUMAN RESOURCES DEPARTMENT

Anita Rookard
Human Resources Director

January 24, 2025

Interim Director of Procurement
Mr. Darrell White

Bid # 24-237 RFP Wellness Center on behalf of the Human Resources Department.
As the Director of Human Resources, I am requesting that CaresATC receive our wellness contract.

Please move forward the negotiations with CareATC with Augusta Ga for the Wellness Center contract.

Anita Rookard
Director of Human Resources

Augusta-Richmond County
Municipal Building
Human Resources Department
535 Telfair Street, Suite 400
Augusta, Georgia 30901
Office (706) 821-2303 Fax (706) 821-2867
www.augustaga.gov

Marathon Health
10 West Market Street
Suite 2900
Indianapolis, IN 46204

Care ATC
1301 Shiloh Road Suite 130
Kennesaw, GA 30144

CareHere
5141 Virginia Way, Suite 350
Brentwood, TN 37027

Healthcare2U Wellness, LLC
6101 W. Courtyard Drive
Building 5, Suite 210
Austin, TX 78730

Transform Health RX
Attn: Allison Judge
1221 Merchants Way, Suite 302
Statesboro, GA 30458

We Care TLC
Attn: Chuck Licata
P.O. Box 952679
Lake Mary, FL 32795

HealthStat
4651 Charlotte Park Drive,
Suite 300
Charlotte, NC 28217

Center For Occupational Medicine
635 Ronald Reagan Dr.
Evans, GA 30809

Medcor Inc.
4805 West Prime Parkway
McHenry, IL 60050

Treasure Coast Medial Assoc.
3405 NW Federal Highway
Jensen Beach, FL 34957

Careatc
4500 S 129 E Ave, Suite 191
Tulsa, OK 74134

PMR Healthcare
Attn: Bid Department
7399 N. Shadeland Ave, #103
Indianapolis, IN 46250

Medcor, Inc.
4805 Prime Parkway
McHenry, IL 60050

We Care Clinic
Attn: Bid Department
120 International Parkway
Suite 220
Lake Mary, FL 32746

Tantam Health, Inc.
2700 Patriot Blvd
Suite 250
Glenview, IL 60026

Premise Health
300 LandEx Plaza
Parispany, NJ 0705

Cerner Health Connections, Inc.
2800 Rockcreek Pkwy
Kansas City, MO 64117

Everside Health
1400 Wewatta St., Ste. 350
Denver, CO 80202

RFP Item# 24-237
Wellness Center for Augusta, GA
Human Resource Department
RFP Due: 8/21/2024 @11:00 a.m.

RFP Item# 24-237
Wellness Center for Augusta, GA
Human Resource Department
RFP Mailed: 7/11/2024

BIDDERS LIST

BID () RFP (☒) RFQ () ITEM #

24-237

DATE	Company Name & Contact Person	Complete Mailing Address	SPEC #	MAILED BY
7/19/24	APOLLO OCCUPATIONAL HEALTH ATTN. CARLISHA ROSS 845 S. CARROLL RD STE A VILLA RICA, GA 30180			KM

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Thursday, July 11, 2024 4:36 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2024-000000069

Dear Tywanna Scott,
 tscott@augustaga.gov

Please review the particulars of an event for 72155-AUGUSTA, CITY OF furnished below.

Event Number: PE-72155-NONST-2024-000000069

Event Title: 24-237 Wellness Center

Event Type: Non-State Agency

Process Log
2024/07/11 16:27:38 : Log starts for - 15329493 - EVENT_RELEASE_TO_SUPL
2024/07/11 16:27:40 : Email Process Log for the Event#: PE-72155-NONST-2024-000000069
2024/07/11 16:27:40 : Email Batch# 2407111388
2024/07/11 16:27:40 : Notification Type: EVENT_RELEASE_TO_SUPL
2024/07/11 16:30:31 : Bad Email not sent to Yvette.T. Harris@amerigroup.com of AMERIGROUP GEORGIA
2024/07/11 16:34:01 : Bad Email not sent to david.mercugliano@shelley.rogers@healthpro-heritage.com of Healthpro Heritage LLC
2024/07/11 16:35:35 : Total No of Contacts found for sending Email: 1256
2024/07/11 16:35:35 : No of Email(s) not sent due to Bad Email Address: 2

The sourcing event can be reviewed at:

<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2024-000000069&sourceSystemType=gpr20>

07/11/2024 04:35:35 PM


[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.]

Planholders

Add Supplier

Export To Excel

Supplier (14)

Supplier 	Download Date
Ajax Building Company LLC	07/15/2024
CareATC, Inc.	07/12/2024
ConstructConnect	07/12/2024
Dodge Data	07/11/2024
ELI Controls	08/12/2024
Georgia Institutional Furnishings	07/25/2024
Iugis Construction Corporation	07/22/2024
K2 Motions Stretch Therapy	07/15/2024
Life Extension Clinics LLC	07/11/2024
Massage World MedSpa	08/12/2024
MGT Impact Solutions, LLC	07/12/2024
Onvia, Inc. - Content Department	07/11/2024
QuadMed	08/15/2024
Wellness Coaches USA LLC	07/15/2024

Add Supplier

Supplier Details

Supplier Name	Ajax Building Company LLC
Contact Name	Jay Smith
Address	1080 Commerce Boulevard , Midway, FL 32343
Email	jay.smith@ajaxbuilding.com

Documents

Filename	Type	Action
24-237_RFP	Bid Document / Specifications	View History
24-237_ADD1	Addendum	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.



Administrative Services Committee

March 11, 2025

Georgia Municipal Association's City of Ethics Program

Department:	N/A
Presenter:	N/A
Caption:	Consider Augusta's recertification in the Georgia Municipal Association's City of Ethics Program.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

RESOLUTION

WHEREAS, the Board of Directors of the Georgia Municipal Association has established a Certified City of Ethics program; and

WHEREAS, the City of Augusta, wishes to be recertified as a Certified City of Ethics under the GMA Program; and,

WHEREAS, part of the recertification process requires the Mayor and Commission to subscribe to the ethics principles approved by the GMA Board;

NOW THEREFORE BE IT RESOLVED by the governing authority of the City of Augusta, Georgia, that as a group and as individuals, the governing authority subscribes to the following ethics principles and pledges to conduct its affairs accordingly:

- Serve Others, Not Ourselves
- Use Resources with Efficiency and Economy
- Treat All People Fairly
- Use the Power of our Position for the Well Being of Our Constituents
- Create An Environment of Honesty, Openness and Integrity

RESOLVED this 17th day of November, 2020

ATTEST


Lena J. Bonner, Clerk of Commission

Bill Fennoy

Commissioner Bill Fennoy, District 1

Dennis Williams

Commissioner Dennis Williams, District 2

Mary Davis

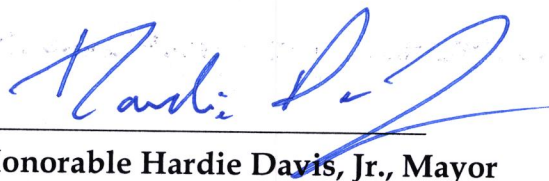
Commissioner Mary Davis, District 3

Sammie Sias

Commissioner Sammie Sias, District 4

Marion Williams

Commissioner Marion Williams, District 9



Honorable Hardie Davis, Jr., Mayor

Bobby Williams

Commissioner Bobby Williams, District 5

Ben Hasan

Commissioner Ben Hasan, District 6

Sean Frantom

Commissioner Sean Frantom, District 7

Brandon Garrett

Commissioner Brandon Garrett, District 8

John Clarke

Commissioner John Clarke Garrett, District 10



Engineering Services Committee Meeting

Meeting Date: March 11, 2025

Captains Corner, Ph. II Subdivision Dedication

File Reference: 23-005(A)3

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve the deed of dedications, maintenance agreements, and road resolutions submitted by the Engineering Department and the Augusta Utilities Department for Captains Corner, Phase 2.
Background:	<p>The final plat for Captains Corner, Phase 2, was approved by the Commission on October 17, 2023. The subdivision design and plat for this section, including the storm drain system, have been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors.</p> <p>The Utilities Department has inspected and reviewed the water and sanitary sewer installations, and hereby requests acceptance of the utility deed.</p>
Analysis:	<p>This section meets all codes, ordinances and standards. Portions of this subdivision lie within the 100-year flood plain and wetlands, which are noted on the final plat.</p> <p>Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia for operation and maintenance.</p>
Financial Impact:	<p>By accepting these roads and storm drainage installations into the County system and after the 18-month maintenance warranty by the developer/contractor for the road and storm drainage has expired, all future maintenance and associated costs will be borne by Augusta, Georgia.</p> <p>By acceptance of the utility deed and maintenance agreement, all future maintenance and associated costs for water and sanitary sewer installations will be borne by Augusta, Georgia, and positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.</p>
Alternatives:	<ol style="list-style-type: none"> 1. Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering and Augusta Utilities Departments for Captains Corner, Phase 2. 2. Do not approve and risk litigation.
Recommendation:	Approve Alternative Number One.

**Funds are available in N/A
the following accounts:**

REVIEWED AND HM/dh
APPROVED BY:

AGENDA ITEM NUMBER: _____
EDITION: _____

DATE: February 24, 2025

TO: HONORABLE GARNETT JOHNSON, MAYOR
MEMBERS OF COMMISSION
ALVIN MASON, CHAIRMAN,
ENGINEERING SERVICES COMMITTEE

THROUGH: TAKIYAH DOUSE, INTERIM ADMINISTRATOR

FROM: HAMEED MALIK, PHD., PE
DIRECTOR OF ENGINEERING

SUBJECT: CAPTAINS CORNER, PHASE 2, SUBDIVISION DEDICATION
FILE REFERENCE: 23-005(A)3

CAPTION: Approve the deed of dedications, maintenance agreements, and road resolutions submitted by the Engineering Department and the Augusta Utilities Department for Captains Corner, Phase 2.

BACKGROUND: The final plat for Captains Corner, Phase 2, was approved by the Commission on October 17, 2023. The subdivision design and plat for this section, including the storm drain system, have been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors.

The Utilities Department has inspected and reviewed the water and sanitary sewer installations, and hereby requests acceptance of the utility deed.

ANALYSIS: This section meets all codes, ordinances and standards. Portions of this subdivision lie within the 100-year flood plain and wetlands, which are noted on the final plat.

Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia for operation and maintenance.

AGENDA ITEM: _____

EDITION: _____

February 24, 2025

Page Two

**FINANCIAL
IMPACT:**

By accepting these roads and storm drainage installations into the County system and after the 18-month maintenance warranty by the developer/contractor for the road and storm drainage has expired, all future maintenance and associated costs will be borne by Augusta, Georgia.

By acceptance of the utility deed and maintenance agreement, all future maintenance and associated costs for water and sanitary sewer installations will be borne by Augusta, Georgia, and positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.

ALTERNATIVES:

1. Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering and Augusta Utilities Departments for Captains Corner, Phase 2.
2. Do not approve and risk litigation.

RECOMMENDATION: Approve Alternative Number One.

REQUESTED AGENDA DATE: Commission Meeting March 4, 2025

**DEPARTMENT
DIRECTOR:** _____

**FUNDS ARE AVAILABLE IN THE
FOLLOWING ACCOUNTS:**

**DEPARTMENT
DIRECTOR:** _____

N/A

ADMINISTRATOR: _____

FINANCE: _____

HM/dh

Attachments

cc: Agenda File
Main File
Walt Corbin

ENGINEERING DEPARTMENT


Hameed Malik, PhD., PE, Director


Plan & Review Section Manager

Richard A. Holliday, Sr. Lead Design Engineer

MEMORANDUM

To: Hameed Malik, P.E., PhD
Director of Engineering

Through: Brett Parsons, Principal Engineer Land Development 

From: Richard A. Holliday, Lead Design Engineer 

Date: June 24, 2024


Subject: Certificate of Completion
Dedication of Captains Corner, Phase 2
File reference: 23-005(A3)

A final inspection has been conducted on the above referenced development. This development meets the standards and specifications set forth in the Augusta-Richmond County Development Regulations Guidelines outlined in the Land Development and Stormwater Technical Manuals. The submitted Deed of Dedication and 18-Month Warranty Agreement reads appropriately, with the language in both documents meeting criteria for dedication of the roadway systems and drainage systems within. The final plat was previously accepted by the Commission on October 17, 2023. Therefore, these development dedication documents are ready to present to the Commission for acceptance into the City's infrastructure system.

Thank you for your assistance on this matter. Please call if you have any questions or need additional information, 706-821-1706.

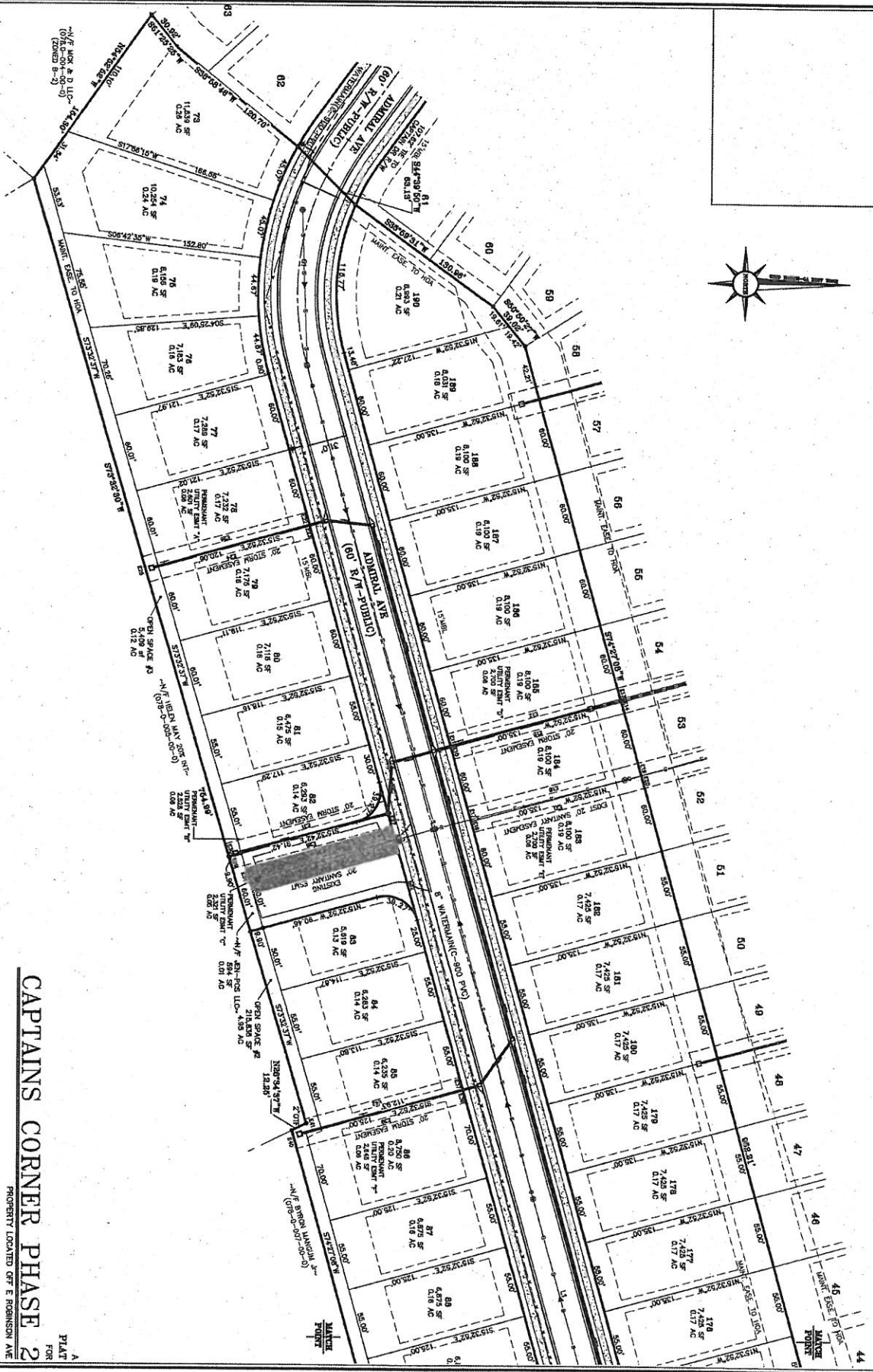
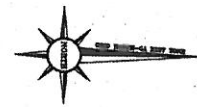
RAH

Attachment

cc: Walt Corbin, P.E., Engineering Manager 
Carla Delaney, Interim Director of Planning and Development
Kevin Boyd, Development Services Manager
File

D: P-12
Doc: 2023020511-1
Num: 11 Pages: 8 Pages: \$60.00
Name: Captains Corner Phase 2
Client: Augusta, Georgia
Title: Plat

D: PLAT B: 19 P: 12 10/30/2023 03:01 PM
Doc: 2023020511-1 Page: 2 of 8



CAPTAINS CORNER PHASE 2

PROPERTY LOCATED OFF E ROBINSON AVE

AUGUSTA, GEORGIA

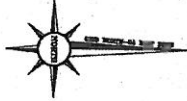
SCALE 1" = 50'



PREPARED BY:
JAMES G. SWIFT & ASSOCIATES
CONSULTING ENGINEERS

1206 INTERSTATE PARKWAY - AUGUSTA, GA. - 30909
Phone: (706) 888-8803

DAT: JORDAN, J. D. P.E.



MAIN
POINT



SHEET 3

CAPTAINS CORNER PHASE 2

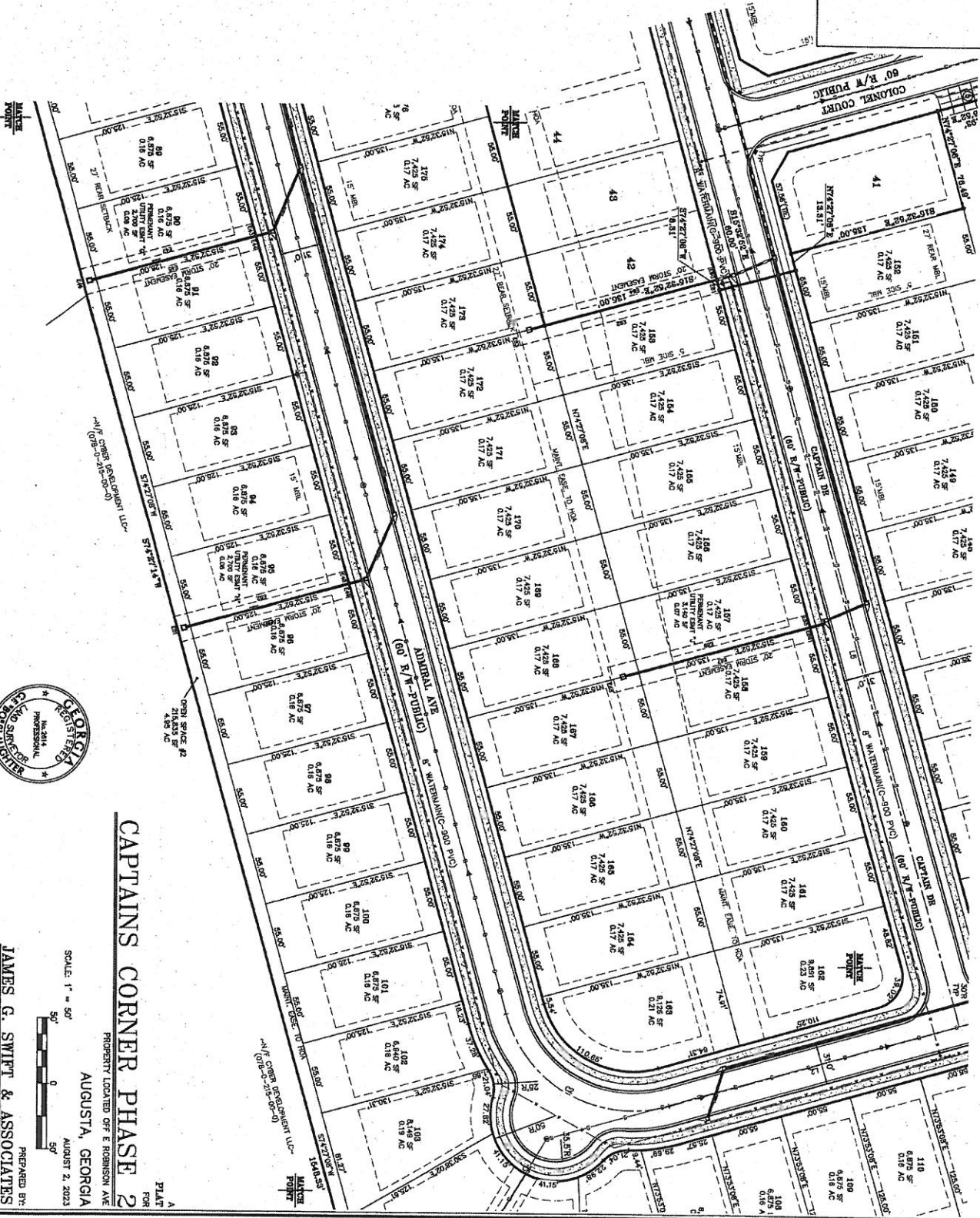
PROPERTY LOCATED OFF E ROBINSON AVE
AUGUSTA, GEORGIA

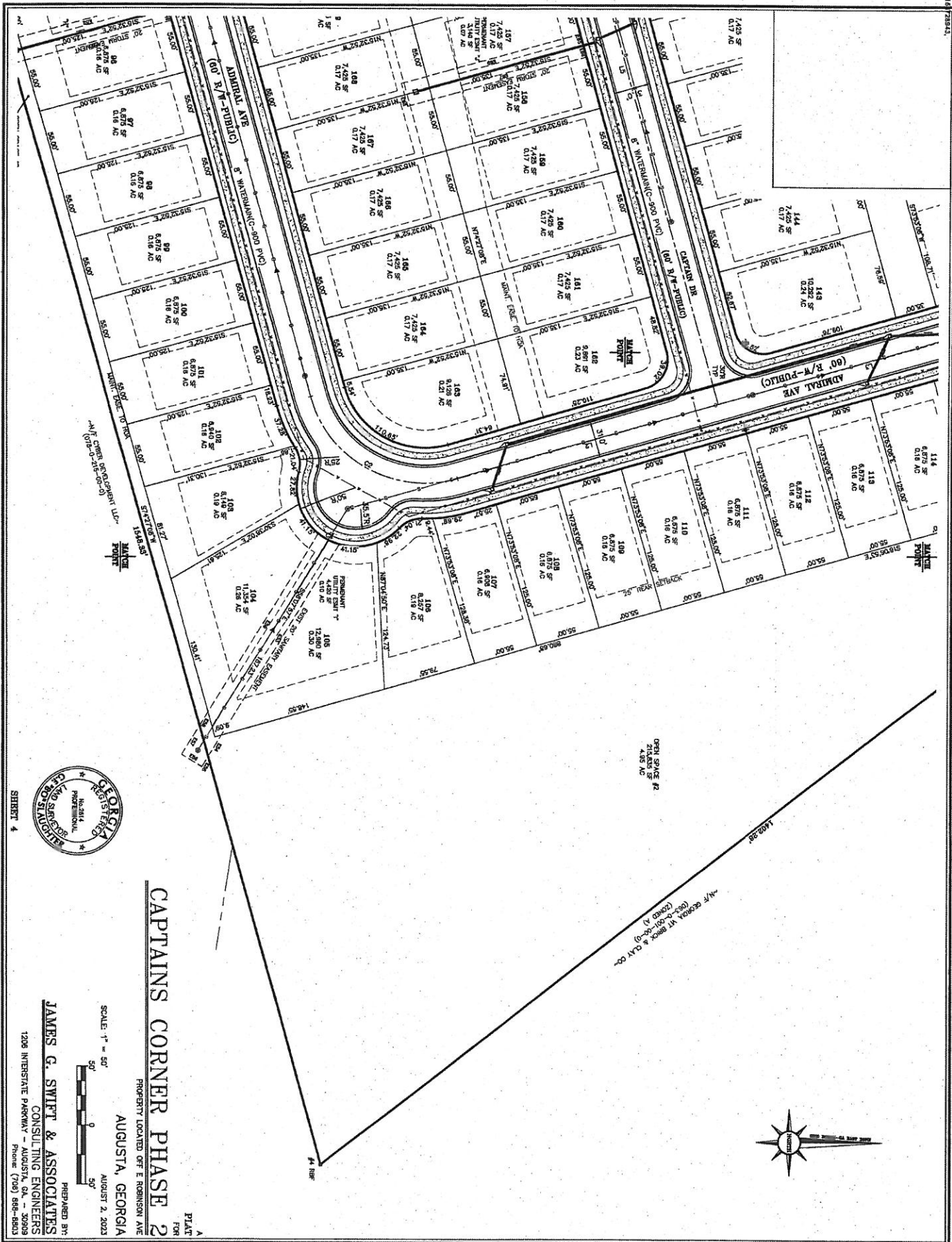
SCALE: 1" = 50'

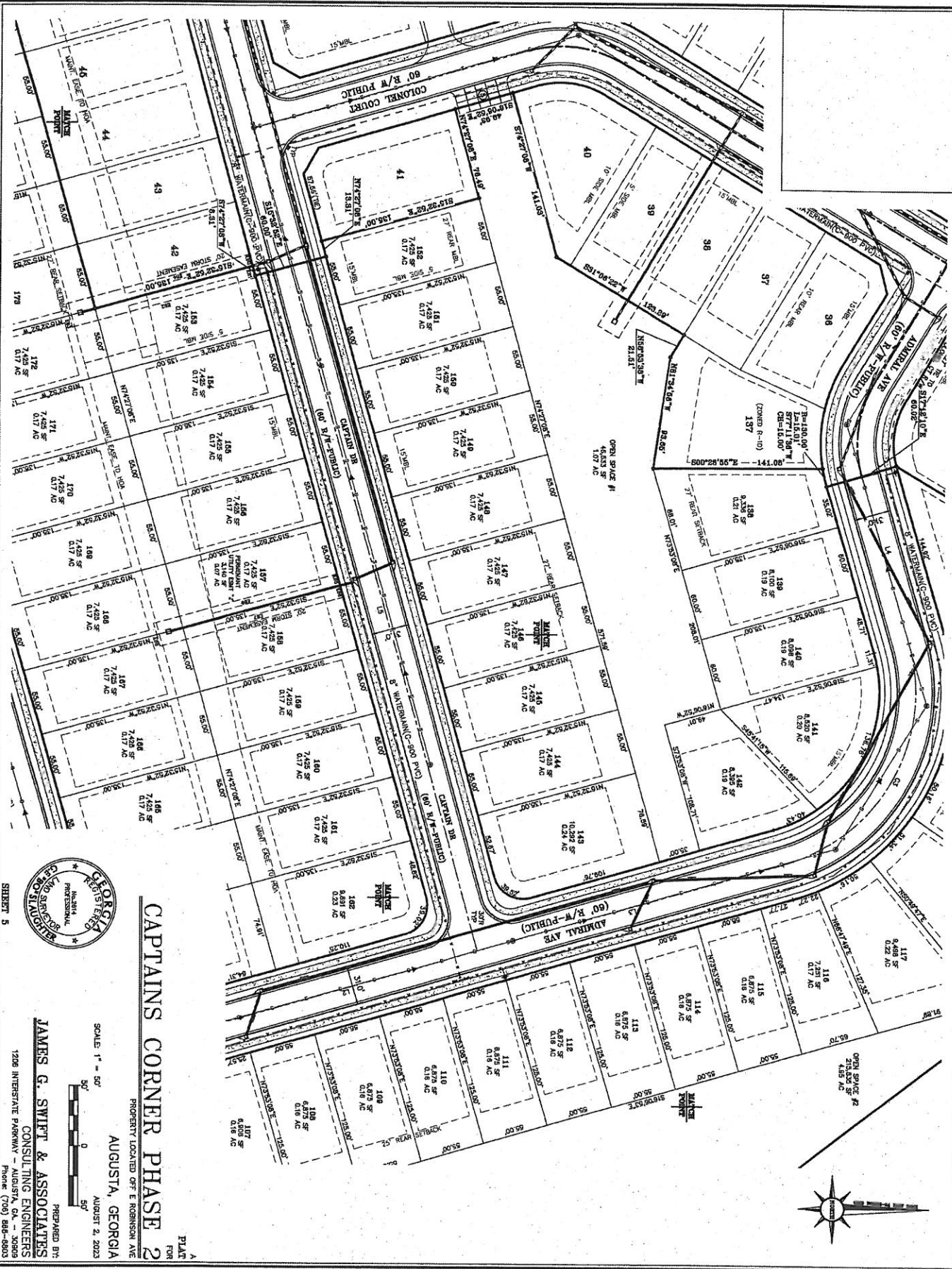


PREPARED BY:
JAMES G. SWIFT & ASSOCIATES
CONSULTING ENGINEERS
1205 INTERSTATE PARKWAY - AUGUSTA, GA - 30909
Phone: (706) 868-9803

CAPT. CORNER, L.P.







CAPTAINS CORNER PHASE 2

PROPERTY LOCATED OFF E ROBINSON AVE
AUGUSTA, GEORGIA
AUGUST 2, 2023

JAMES G. SWIFT & ASSOCIATES
CONSULTING ENGINEERS
1226 INTERSTATE PARKWAY - AUGUSTA, GA - 30909
Phone: (706) 888-8800



SHEET 5



Return To:
 Augusta Engineering
 452 Walker Street, Suite
 Augusta, Georgia 30901
 Attn: Diane Hilliard

STATE OF GEORGIA)
)
 COUNTY OF RICHMOND)

DEED OF DEDICATION
 CAPTAINS CORNER, PHASE 2
 Roads and Storm System

THIS INDENTURE, made and entered into this ____ day of _____, 20__, by and between **Jen-PCS, LLC**, a Georgia limited liability company, hereinafter referred to as the Party of the FIRST PART, and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as the Party of the SECOND PART.

WHEREAS, **D. R. HORTON, INC.**, a corporation established under the laws of the State of Delaware, hereinafter referred to as "HORTON", joins in this Deed of Dedication as Owner of certain lots within the Subdivision, as evidenced by that certain Limited Warranty Deed dated November 22, 2023, and recorded in Deed Book 1908, Pages 1576-1579, Aforesaid Records; and

WITNESSETH:

THAT the said Party of the FIRST PART, for and in consideration of the sum of One Dollar (\$1.00) in cash to it in hand paid by the Party of the SECOND PART, the receipt of which is hereby acknowledged, at and/or before the sealing and delivery of these presents, and other good and valuable considerations, has granted, bargained, sold, released, conveyed and confirmed and by these presents does grant, bargain, sell, release, convey and confirm unto the said Party of the SECOND PART, its successors and assigns, the following described property, to-wit:

All right, title and interest of the parties of the FIRST PART in and to the roads, storm sewer system, **excluding detention pond**, as the same are now located within a certain 60' R/W and additional drainage and utility easements shown and delineated on the plat titled CAPTAINS CORNER, PHASE 2 , as prepared by James G. Swift & Associates, dated August 2, 2023, as recorded in the Office of the Clerk of Superior Court of Richmond

County, Georgia, in Plat Book # 19, Page # 11-16; reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property. **The detention pond is to remain private.**

TOGETHER with all of the necessary rights of ingress and egress for the purpose of maintaining the described storm sewer system.

TOGETHER with all that lot or parcel of land shown and designated as "Captain Drive" and "Admiral Avenue" - 60' R/W; on the plat CAPTAINS CORNER, PHASE 2, as prepared by James G. Swift & Associates, dated August 2, 2023, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book # 19, Page # 11-16; reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

TOGETHER with an easement to enter upon all areas shown as water system easements, drainage and utility easements shown on said plat.

TO HAVE AND TO HOLD SAID roads and easements together with all and singular, the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of the said party of the SECOND PART, its successors and assigns, forever in FEE SIMPLE.

IN WITNESS WHEREOF, the said Party of the FIRST PART has caused these presents to be executed the day and year first above written as the date of these presents.

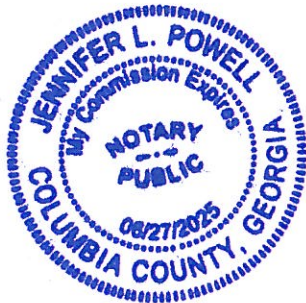
SIGNED, SEALED AND DELIVERED
in our presence:

Richard J. Galan
Witness
Jennifer L. Powell
Notary Public, Georgia
(SEAL)

Jen-PCS, LLC in our presence:

By: *Kevin W. Powell*

As its: *Managing Member*
Member Title



Signed, sealed and delivered in the presence
of:

Jan P.
Unofficial Witness

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

Sherry L. Allen
Notary Public

By: [Signature]

Name: SHAWN TOKANEL

Title: VICE PRESIDENT

(NOTARIAL SEAL)

My Commission Expires

09/28/2026

ACCEPTED BY:

AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through
the Augusta-Richmond County Commission

By: _____
Garnett L. Johnson
As Its: Mayor

Attest: _____
Lena Bonner
As Its: Clerk of Commission

(SEAL)

Return To:
 Augusta Engineering
 452 Walker Street, Suite
 Augusta, Georgia 30901
 Attn: Diane Hilliard

STATE OF GEORGIA)
)
 COUNTY OF RICHMOND)

MAINTENANCE AGREEMENT
CAPTAINS CORNER, PHASE 2
 Roads and Storm System

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between **Jen-PCS LLC**, hereinafter referred to as "Developer," and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its Commission, hereinafter referred to as "Augusta."

WHEREAS, Developer requested that Augusta, accept all or a portion of certain roads, storm drains, **excluding detention pond**, and appurtenances for Captain Drive (60' R/W) and Admiral Avenue (60' R/W), as shown by a PLAT, titled Captains Corner, Phase 2, contemporaneously tendered and recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Book # 19, Page # 11-16; and

WHEREAS, the City has adopted a policy requiring the Developer to maintain all installations laid or installed in the subdivision for a period of eighteen months, which Augusta accepts by Deed of Dedication;

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

(1) Augusta, Georgia, accepts the roads and appurtenances, storm drains and appurtenances, **excluding detention ponds**, as respectfully described in the Plat, contemporaneously tendered herewith to the Augusta, Georgia, Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Book # 19, page # 11-16.

(2) The Developer agrees to maintain all the installations laid or installed in said subdivision as described in the Deed of Dedication for a period of eighteen months from the date of the Commission's approval herein. **The detention pond is to remain private.**

(3) The Developer agrees that if during said eighteen-month period there is a failure of the installations laid or installed in said subdivision described in the said Deed due to failure of material or poor workmanship, the Developer shall be responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, Augusta shall notify the Developer and set forth in writing the items in need of repair. The Developer shall present within fifteen business days its proposed plan of repair as well as an expected time frame to have the repairs completed. After notification from the site contractor, Augusta will then re-inspect the work for acceptance and approval. If necessary, the eighteen-month period may be extended, as determined by Augusta.

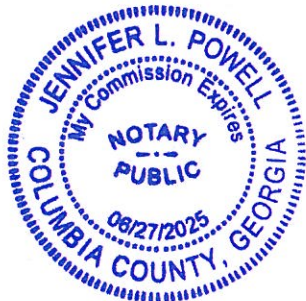
(5) In the event of an emergency, as determined by Augusta, the Developer is unable to respond in a timely manner, Augusta shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the Developer's expense and to allow the Developer time to make the needed repairs.

(6) In the event the Developer fails to comply with the terms of this agreement, then Augusta shall proceed to have the necessary corrective work done, and the Developer agrees to be responsible to Augusta for payment in full of costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

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

SIGNED, SEALED AND DELIVERED
in our presence:

Jessica P. Grayson
Witness
Jennifer L. Powell
Notary Public, Georgia
(SEAL)



Jen-PCS, LLC

By: Andrew Powell

As its: Managing Member
Title

ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____
Garnett L. Johnson
As Its: Mayor

Attest: _____
Lena Bonner
As Its: Clerk of Commission
(SEAL)

Return to:
 Augusta Engineering Department
 452 Walker Street Ste 110
 Augusta, GA 30901
 Attn: Diane Hilliard

SUBDIVISION: CAPTAINS CORNER, PHASE 2

RESOLUTION ADDING ROAD TO THE
 AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Captain Drive is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Captain Drive a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Captain Drive is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:
 Beginning at existing Captain Drive
 Extending NE, approx. 590.0 ft to Admiral Avenue
- (b) Length of road to nearest 1/100th mile:
0.11 mile
- (c) Width & type of road surface:
31 feet from back of curb to back of curb;
Type E asphalt
- (d) Right-of-Way:
60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

ACCEPTED BY:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

(Notary Seal)

Return to:
 Augusta Engineering Department
 452 Walker Street Ste 110
 Augusta, GA 30901
 Attn: Diane Hilliard

SUBDIVISION: CAPTAINS CORNER, PHASE 2

RESOLUTION ADDING ROAD TO THE
 AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Admiral Avenue is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Admiral Avenue a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Admiral Avenue is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:

Beginning at existing Admiral Avenue

Extending NE, NW, then SW approx. 2663.11 ft to existing Admiral Avenue

- (b) Length of road to nearest 1/100th mile:

0.50 mile

- (c) Width & type of road surface:

31 feet from back of curb to back of curb;
Type E asphalt

- (d) Right-of-Way:

60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

ACCEPTED BY:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

(Notary Seal)

STATE OF GEORGIA

COUNTY OF RICHMOND

EASEMENT DEED OF DEDICATION
Water and Gravity Sanitary Sewer Systems
CAPTAINS CORNER, PHASE 2

WHEREAS, **JEN-PCS, LLC**, a limited liability company established under the laws of the State of Georgia, hereinafter referred to as "**JEN-PCS**", owns a tract of land in Augusta, Georgia, located on the north side of Gordon Highway, on Captain Drive, which is off of East Robinson Avenue, and **JEN-PCS** has developed a residential subdivision known as Captains Corner, Phase 2, (the "Subdivision") as shown on that certain plat of Captains Corner, Phase 2, prepared by James G. Swift & Associates, dated August 2, 2023, approved by the Augusta-Richmond County Planning Commission on October 2, 2023, by the Augusta Commission on October 17, 2023, and recorded on October 30, 2023, in Plat Book 19, Pages 11-16, in the office of the Clerk of the Superior Court of Richmond County, Georgia, (the "Plat"). Reference is hereby made to the Plat for a more complete and accurate description as to the land herein described; and

WHEREAS, **D. R. HORTON, INC.**, a corporation established under the laws of the State of Delaware, hereinafter referred to as "**HORTON**", joins in this Deed of Dedication as owner of certain lots within the Subdivision, as evidenced by that certain Limited Warranty Deed dated November 22, 2023, and recorded in Deed Book 1908, Pages 1576-1579, aforesaid Records; and

WHEREAS, as shown and depicted on the Plat, the Subdivision has been developed with a water distribution system and gravity sanitary sewerage system; and

WHEREAS, it is the desire of **JEN-PCS** and **HORTON** to deed the water distribution system and the gravity sanitary sewer system, to **AUGUSTA, GEORGIA**, a political subdivision established under the laws of the State of Georgia, (hereinafter known as "**AUGUSTA**"), acting by and through the Augusta Commission, for maintenance and control; and

WHEREAS, **AUGUSTA**, by and through the Augusta Commission, has consented and agreed to accept and maintain said water distribution system and gravity sanitary sewerage system; and

WHEREAS, JEN-PCS and HORTON have agreed that neither AUGUSTA, nor any of its departments, shall maintain individual force mains and/or grinder pumps and that all said individual force mains and/or grinder pumps shall remain private;

NOW, THEREFORE, this indenture is made this ____ day of _____ 2024, between JEN-PCS and HORTON, as Grantor and AUGUSTA, as Grantee:

WITNESSETH:

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

Exclusive twenty-foot (20') easement(s) (unless otherwise noted), in perpetuity, centered over the water distribution system and gravity sanitary sewerage system, as laid out in the aforementioned plat.

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

JEN-PCS and HORTON also grant AUGUSTA the right, but not the duty, to clear and keep clear, all trees, undergrowth and other obstructions from said permanent easements, along with the non-exclusive right of ingress and egress to and from said permanent easements for this purpose.

JEN-PCS and HORTON further agree that no trees or other vegetation that may interfere with the laying, relaying, installing, extending, operating, repairing and maintaining of

pipelines transporting and carrying utility services shall be planted on said easement(s) and that no buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon.

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

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

JEN-PCS, LLC

Donna S. Christian
Witness

By:

Ronald Powell
Ronald Powell

As Its: President and Owner

Jennifer L. Powell
Notary Public

State of Georgia, County of Columbia

My Commission Expires: 06/27/2025



(Signatures continued on next page.)

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

[Signature]
Witness

By: *[Signature]*
Shamyl Maher

As Its: Vice-President

[Signature]
Notary Public

State of Georgia, County of Fulton.
My Commission Expires 7/28/24
(Notary Seal)

Attest: *[Signature]*

Printed Name: John C. Johnston

As Its: VICE PRESIDENT



(Corporate Seal)



(Signatures continued on next page.)

ACCEPTED:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

Notary Seal

STATE OF GEORGIA

COUNTY OF RICHMOND

MAINTENANCE AGREEMENT
CAPTAINS CORNER, PHASE 2
 Water Distribution System and Gravity Sanitary Sewer System

THIS AGREEMENT, entered into this ____ day of _____, 2024, by and between **JEN-PCS, LLC**, a limited liability company established under the laws of the State of Georgia, hereinafter referred to as "DEVELOPER", and **AUGUSTA, GEORGIA**, a political subdivision established under the laws of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as the "AUGUSTA":

WITNESSETH

WHEREAS, DEVELOPER has requested that AUGUSTA accept the water distribution system and the gravity sanitary sewer system, for the subdivision known as CAPTAINS CORNER, PHASE 2, as shown by a Deed of Dedication, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

WHEREAS, AUGUSTA has adopted a policy requiring that DEVELOPER maintain those installations and systems laid or installed in the subdivision, for a certain length of time. In this instance, AUGUSTA and DEVELOPER have agreed that that certain length of time shall be for a period of three (3) years from the date first written above;

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

(1) AUGUSTA accepts the water distribution system and gravity sanitary sewer main for the subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta Commission and that said water distribution system and gravity sanitary sewer system were duly inspected by the Augusta Utilities Department and said systems did pass said inspection.

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

(3) DEVELOPER agrees that, if during said three (3) year period, there is a failure of the installations laid or installed in said subdivisions described in the Deed due to failure or poor workmanship, DEVELOPER shall be responsible for adequate maintenance and repair.

(4) DEVELOPER further agrees that if there is a failure, as described in Paragraph number three (3), and this failure occurs within any of the paved rights-of-way, or any other paved area, DEVELOPER will be solely responsible for repaving said area.

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

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

(7) In the event DEVELOPER fails to perform such repairs as indicated in paragraph (5) and/or paragraph (6) within the designated timeframe, then AUGUSTA shall proceed to have the necessary corrective work done, and DEVELOPER agrees to be responsible to AUGUSTA for payment, in full, of the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

(8) This Agreement shall terminate three (3) years after the date of the acceptance of said Deed of Dedication by the Augusta Commission.

(9) In this Agreement, wherever herein DEVELOPER or AUGUSTA is used, the same shall be construed to include as well the heirs, executors, administrators, successors, legal representatives, and assigns of the same.

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

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

DEVELOPER:

Donna S. Christian
Witness

Jennifer L. Powell
Notary Public

State of Georgia, County of Columbia

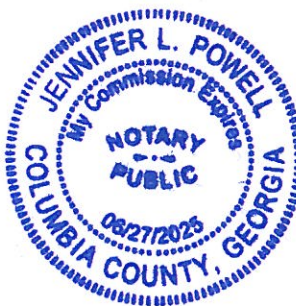
My Commission Expires: 06/27/2025

(Notary Seal)

JEN-PCS, LLC

By: Ronald W. Powell
Ronald Powell

As Its: President and Owner



(Signatures continued on next page.)

ACCEPTED BY:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)



Engineering Services Committee Meeting

Meeting Date: March 11, 2025

Hurricane Helene Debris Removal Services –
Supplemental Funding – Supplement 4

RFP 24-915

File Reference: 25-014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve supplement funding (supplement 4) in amount not to exceed \$15.0 million for Hurricane Helene Debris Removal services with Ceres Environmental Services, Inc. Also approve use of General Fund fund-balance to fund these services. AE/ 24-915
Background:	Hurricane Helene passed through Augusta-Richmond (ARC) the last week of September (September 26-27, 2024). The entire ARC service area was severely impacted. Hurricane strength winds caused significant trees and infrastructure damage. Ceres Environmental Services, Inc. (Ceres) was mobilized immediately, under Augusta Emergency Procurement policy, for tree debris removal. In addition, Augusta, Georgia initiated a request for proposals (RFP) to select the disaster debris removal contractor for continuity of services beyond the emergency contract period and future similar service needs. Ceres was selected as the contractor based on RFP evaluation criteria. On November 19, 2024 Augusta Commission awarded the disaster debris removal contract to Ceres. Ceres ongoing services under emergency contract transitioned to this new contract effective January 1, 2025. Funds initial allocation to RFP24-195 contracted services is \$15.4 million and is soon reaching the full utilization amount. As of February 23, 2025 Ceres roughly removed & hauled 2.95 million CY vegetative, 523 thousand mulch, 2000 C&D debris.
Analysis:	Ceres is presently providing hurricane Helene debris removal services under RFP 24-195 contract. Augusta Commission allocated \$15.3 initially to this contract. As of February 23, 2025 Ceres Has roughly reached around \$13.3M billable amount. Given debris current project volume, additional funds in an amount not to exceed \$15M is requested to be allocated for Ceres to continue its services. It will bring total NTE allocation to \$61.7 million (both emergency period & regular contract allocations). Continuity of ongoing debris removal is critical not only for road traffic safety but also for public health & safety. Hence continuous funding is needed.

Financial Impact: Funding will be provided on a reimbursement basis from FEMA and GEMA.

Alternatives: N/A

Recommendation: Approve supplement funding (supplement 4) in amount not to exceed \$15.0 million for Hurricane Helene Debris Removal services with Ceres Environmental Services, Inc. Also approve use of General Fund fund-balance to fund these services. AE/ 24-915.

Funds are available in the following accounts: (\$15,000,000) – 220-041252-52.21112/814000003-52.21112

REVIEWED AND APPROVED BY: HM/sr



Engineering Services Committee Meeting

Meeting Date: March 11, 2025

Hurricane Helene Debris Monitoring Services –

Supplemental Funding – Supplement 5

RFP 24-916

File Reference: 25-014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve supplement funding (supplement 5) in amount not to exceed \$3.728 million for Hurricane Helene Debris Removal Monitoring Services with Goodwyn, Mills & Cawood, Inc (GMC). Also approve use of General Fund fund-balance to fund these services. AE/ 24-916
Background:	Hurricane Helene passed through Augusta-Richmond (ARC) the last week of September (September 26-27, 2024). The entire ARC service area was severely impacted. Hurricane strength winds caused significant trees and infrastructure damage. Emergency response was initiated immediately utilizing inhouse forces and contract services that are extension of Augusta Engineering Infrastructure Maintenance program. Given the disaster's magnitude, Augusta mobilized CERES and GMC under emergency contract for removal & monitoring of debris from roadways and removal monitoring, simultaneous as required by FEMA for federal reimbursement of such expenses. In addition, Augusta, Georgia initiated a request for proposals (RFP) to select disaster debris removal and monitoring contractors for continuity of services beyond emergency contract period and similar services for future needs. GMC was the selected firm based on RFP evaluation & selection criteria. On January 7, 2025, Augusta Commission awarded the disaster debris monitoring services contract to GMC. GMC's ongoing services under the emergency contract transitioned to this new contract effective January 1, 2025. Funds initial allocation to RFP24-196 contracted services was \$1,271,856.54 and full utilization amount has been reached.
Analysis:	GMC is presently providing hurricane Helene debris removal monitoring & management services under RFP 24-196 contract. Augusta Commission allocated \$1,271,856.54 initially to this contract. Initial allocated amount reached its full utilization and supplement funds addition is warranted for continuity of GMC services. Such services are critical to ensure Augusta gets its hurricane Helene debris removal expenses reimbursed by the FEMA. FEMA requires disaster debris removal shall be monitored and removed

volume documented by a specialized monitoring firm. This supplement (supplement 5) addition brings not to exceed total amount under RFP 24-916 contract to \$5.0 million. With this supplement addition, total allocation for these services will be \$8.728 million (emergency 90-day contract & current contract).

Financial Impact: Funding will be provided on a reimbursement basis from FEMA and GEMA.

Alternatives: N/A

Recommendation: Approve supplement funding (supplement 5) in amount not to exceed \$3.728 million for Hurricane Helene Debris Removal Monitoring Services with Goodwyn, Mills & Cawood, Inc (GMC). Also approve use of General Fund fund-balance to fund these services. AE/ 24-916.

Funds are available in the following accounts: (\$3,728,000)– 220-041252-52.21113/814000003-52.121113

REVIEWED AND
APPROVED BY: HM/sr



Engineering Committee Meeting

Meeting Date: 3/11/2025

W.W. Williams provide Onsite Testing during Master Tournament

Department:	Utilities Department
Presenter:	Wes Byne
Caption:	W.W. Williams to provide onsite technical services for #6 and #7 Diesel Engine for the period to include the Augusta National Tournament for a fee of \$45,731.80.
Background:	W. W. Williams is a local representative for Detroit Engines, and we have had some issues on long run times with #6 and #7 diesel pumps, with the Augusta National Tournament coming up, we need one of their technicians onsite doing tests and PM's.
Analysis:	W. W. Williams is a local representative for Detroit Engines. The onsite technician will be available to ensure that these pumps are ready to run in case something should happen to the Augusta Canal, the Highland Water Treatment Plant can continuously supply water.
Financial Impact:	\$ 45,731.80 is the impact and there are funds available
Alternatives:	To not proceed with WW.Williams as the local Representative and go to bid which would take us past the tournament and no guarantee we can have them onsite if a failure were to happen.
Recommendation:	Approve this purchase of service to WW.Williams
Funds are available in the following accounts:	506-04-3520-5425110
<u>REVIEWED AND APPROVED BY:</u>	N/A

AUGUSTA UTILITIES DEPARTMENT IN-HOUSE REQUISITION

CHECK ALL THAT APPLY:

DATE: 2/14/2025 ☒ WATER

☐ SEWER

☐ SUPPLIES

☒ SERVICE

☐ EQUIPMENT

☐ TOOLS

☐ SAFETY

☐ OFFICE

☐ CHEMICAL

☐ GASES

☐ REPAIR

☐ MAINTENANCE

☐ LAB

☐ UNIFORM

☐ LIFT STATION

☐ OTHER

REQUISITION #

☐ IT

☐ SCADA

☐ INVENTORY

☐ BID ITEM

☐ ROUTINE

☒ EMERGENCY

☐ SOLE SOURCE

☐ PREFER ITEM

FUND #: 506043520 5425110

SHIP TO:

VENDOR: ww. Williams

ADDRESS: 2610 AUGUSTA RD, WEST WEST COLUMBIA SC 29169-4548

PHONE #: (803) 794-2527

QUOTED BY: Courtney Stanfield

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Technical service	1	45,731.80	45,731.80		0.00		0.00
2.	on #6 and #7 Diesel			0.00		0.00		0.00
3.	Engine during Masters			0.00		0.00		0.00
4.				0.00		0.00		0.00
5.				0.00		0.00		0.00
6.				0.00		0.00		0.00
7.				0.00		0.00		0.00
8.				0.00		0.00		0.00
9.				0.00		0.00		0.00
10.				0.00		0.00		0.00
11.				0.00		0.00		0.00
12.				0.00		0.00		0.00
13.				0.00		0.00		0.00
14.				0.00		0.00		0.00
SHIPPING CHARGES				0.00		0.00		0.00
TOTAL		1		45,731.80		0.00		0.00

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

#6 and # 7 Diesel Engine had issues in the past and want to make sure a technician is onsite in case of emergency

REQUESTED BY: Steve Orton

APPROVED BY: Bobby Robinson

Approved:
AUD Director

**UTILITIES DEPARTMENT**

Wes Byne, P.E.
Director

TO: Darrell White
Interim Director, Procurement Department

THRU: Wes Byne, P.E.
Director, Utilities Department

FROM: Steve Orton

CC:

DATE: 2/14/2025

SUBJECT: Technical Service on #6 and #7 Diesel Pumps

W. W. Williams is a local representative for Detroit Engines, and we have had some issues on long run times with #6 and #7 diesel pumps.

With the Augusta National Tournament coming up, we need one of their technicians onsite doing tests and PM's. The onsite technician will be available to ensure that these pumps are ready to run in an emergency, or if something should happen to the Augusta Canal, the Highland Water Treatment Plant can continuously supply water.

Please approve this emergency to avoid interruption in water supply.

Thank you for your kind assistance to move forward with this request.

Sincerely,

Steve Orton

[Signature] **Approved:**
AUD Director



W.W. Williams
CONSIDER IT DONE.

Columbia
2610 Augusta Rd, W
W. Columbia, SC 29169
803-791-5910

*** Customer Review ***

Date / Time: 2/13/2025 2:1
Repair Order: 22039
Customer: 410996
Branch: CBS
Invoice Total: \$45,731.80

Item 18.

Charge

Page 1 of 2

Bill To: CITY OF AUGUSTA AP DPT. STE 800
535 Telfair St.
Municipal Bldg 1000
Augusta, GA 30901
Shop: 706-821-2335

Fax: 706-821-2891

Ship To: CITY OF AUGUSTA AP DPT. STE 800
2421 RIVERLOOK DRIVE
AUGUSTA, GA 30904

Customer P/O: 0 cstanfield

Completion Date:

Unit Number: CANALPUMP
Type: Stationary Fire Pump

VIN: CANALPUMP

Make/Model: TBD TBD

Task: 1 28
Complaint:

Repair Work

Saturday 5th of April thru Monday April 14th
Be onsite for 8 hours per day

Department: Gen SVC

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
	Expenses	HOTEL & FOOD	Misc	1.00	14,851.80	14,851.80
Task Subtotals						
Parts:						\$0.00
Core Chg:						\$0.00
Core Ret:						\$0.00
EHC:						\$0.00
Labor:						\$14,880.00
Miscellaneous:						\$14,851.80
Task 1 Subtotals:						\$29,731.80

Task: 2 28
Complaint:

Repair Work

PRICING FOR TECHNICIAN TO STAND BY AND BE 30MINS WITHIN RANGE OF GETTING ONSITE SHOULD IT BE NEEDED.

IF THE TECHNICIAN GETS CALLED OUT TO THE SITE DURING STANDBY HOURS, NORMAL AFTER HOUR RATES WILL BE ADDED TO THE PRICE AND THE STANDBY HOURS REMOVED

Department: Gen SVC

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
Task Subtotals						
Parts:						\$0.00
Core Chg:						\$0.00
Core Ret:						\$0.00
EHC:						\$0.00
Labor:						\$16,000.00
Miscellaneous:						\$0.00
Task 2 Subtotals:						\$16,000.00



W.W. Williams
CONSIDER IT DONE.

Columbia
2610 Augusta Rd, W
W. Columbia, SC 29169
803-791-5910

*** Customer Review ***

Date / Time: 2/13/2025 2
Repair Order: 22039
Customer: 410996
Branch: CBS
Invoice Total: \$45,731.80

Item 18.

Charge

Page 2 of 2

Bill To: CITY OF AUGUSTA AP DPT. STE 800
535 Telfair St.
Municipal Bldg 1000
Augusta, GA 30901
Shop: 706-821-2335 Fax: 706-821-2891

Ship To: CITY OF AUGUSTA AP DPT. STE 800
2421 RIVERLOOK DRIVE
AUGUSTA, GA 30904

Customer P/O: 0

cstanfield

Completion Date:

Payment Terms: Net 30

Payment Method

Charge

Totals

Total Parts:	\$0.00
Total Core Chg:	\$0.00
Total Core Ret:	\$0.00
Total EHC:	\$0.00
Total Labor:	\$30,880.00
Total Miscellaneous:	\$14,851.80
Invoice Subtotal:	\$45,731.80
Total Tax:	\$0.00
Invoiced Total:	\$45,731.80

Warranty/Terms and Conditions*

W.W. Williams warrants its workmanship for 90 days after completion of services. Products sold are warranted exclusively by the manufacturer. W.W. Williams expressly disclaims all other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose. IN NO EVENT SHALL W.W. WILLIAMS BE LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR UNKNOWN DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROPERTY OR EQUIPMENT, LOSS OF DATA, LOSS OF USE, LOSS OF TIME, LOSS OF REVENUE, LOSS OF PROFIT, OR LOSS OF INCOME. *For complete warranty limitations, disclaimers and detailed Terms and Conditions please see www.williams.com/Terms.

Return Policy: Returns must be accompanied by this invoice and in the original, unopened box or packaging. A 15% restocking charge will be applied to all returned items. No returns on electrical items. No returns on special order items. No returns after 30 days from the date of invoice.

Signature: _____



Public Safety Committee Meeting

Meeting Date: 3/11/25

FY 25 JUVENILE JUSTICE INCENTIVE GRANT ADDITIONAL FUNDING REQUEST

Department:	JUVENILE COURT
Presenter:	PAIGE FORD
Caption:	MOTION TO APPROVE ADDITIONAL FUNDING REQUEST IN THE AMOUNT OF \$173,258 FROM THE FY25 JUVENILE JUSTICE INCENTIVE GRANT AWARD
Background:	Awarded \$173,258 in additional funding from CJCC
Analysis:	N/A
Financial Impact:	The request for additional funding has added \$173,258 to our initial \$450,000 Juvenile Justice Incentive Grant award.
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	220022664
<u>REVIEWED AND APPROVED BY:</u>	N/A

Victoria Ford

From: Laura Oropeza <laura.oropeza@cjcc.ga.gov>
Sent: Wednesday, February 26, 2025 11:30 AM
To: Victoria Ford; Audrey Armistad; Nancy He
Cc: Stephanie Mikkelsen
Subject: [EXTERNAL] Y25-8-019 Request for Additional Funds
Attachments: SAR 4.pdf

Importance: High

Good Afternoon,

The Committee approved your request for additional funds in the amount of **\$173,258**. Please complete and submit the attached SAR 4 [via Formstack here](#), along with your updated budget detail worksheet so that I can get this processed in our system.

Thank you, and please let me know if you have any questions.

Best,

Laura Oropeza

Grants Specialist, Juvenile Justice

[Criminal Justice Coordinating Council](#)

104 Marietta St. NW, Suite 440, Atlanta, GA 30303

O: 404.654.1830 | VRI: 404.902.8826



[**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.]

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

PR000571 JUVENILE FY JJIG REQUEST FOR ADDITIONAL FUNDING

Request for additional funding from CJCC through the Juvenile Justice Incentive grant. The Juvenile Justice Incentive Grant Program funding aims to develop programs that address the needs of youth who are typically committed to the Georgia Department of Juvenile Justice. This request will allow to continue services to the youth. NO LOCAL MATCH REQUIRED. NO EEO DEPT. REQUIRED.

Start Date: 03/03/2025

End Date: 06/30/2025

Submit Date: 02/17/2025

Department: 022

Juvenile Court

Cash Match?

N

Total Budgeted Amount: 289,395.00

Total Funding Agency:

289,395.00

Total Cash Match:

0.00

Sponsor: GM0012

Criminal Justice Coord Co

Sponsor Type: S

State

Purpose: 2

Serve Comm Juvenile Cts

Flow Thru ID: GM0012 Criminal Justice Coord Co

Contacts

Type	ID	Name	Phone
I	GMI028	Victoria Ford	(706)823-4424

Approvals

Type	By	Date
FA	J. FLYTHE	02/17/2025

Dept. Signature:

Grant Coordinator Signature:

M. G. 2/18/2025

1.) I have reviewed the Grant application and enclosed materials and:

☒ Find the grant/award to be feasible to the needs of Augusta Richmond County

☐ Deny the request

Finance Director

Date

2/18/2025

2.) I have reviewed the Grant application and enclosed materials and:

☒ Approve the Department Agency to move forward with the application

☐ Deny the request

Administrator

Date

2/21/25

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.

User: VF15860 - Victoria Ford

Page

Current Date: 02/17/2025

Report: GM1000_PROPOSAL - GM1000: Grants Management: 1

Current Time: 09:27:04



Engineering Services Committee

Meeting Date: 3/11/2025

Item Name: Approve extension of MOU with Augusta University to develop an internship program centered around Smart City sensors and programs.

Department:	Utilities
Presenter:	Wes Byne
Caption:	Approve the extension of the existing 2024 MOU with Augusta University and the signing of the 2025 MOU for an internship program centered around environmental and smart city sensors and programs.
Background:	AUD and AED have worked with Augusta University since 2014 on a variety of initiatives centered around developing intelligent water sensing products. This program has been formalized since 2023 in an MOU between Augusta and Augusta University. This MOU allows us to scale the program as appropriate and needed to quicken the pace of development and deployment and provides the flexibility to address current and future needs
Analysis:	This MOU would allow for the commitment of full-time faculty and staff for approximately 3 months per year, in addition to approximately 10 full-time students and materials over the summer. AU will provide facilities as well as specialized knowledge of electronics required to rapidly prototype and assemble these projects.
Financial Impact:	Funding in the amount of \$260,141.11 is available in the following accounts: 506-04-3110/52-13119
Alternatives:	No alternatives are recommended
Recommendation:	AUD recommends approving this MOU.
Funds are available in the following accounts:	Funds are available in the following accounts after transfer: G/L 506-04-3110/52-13119
<u>REVIEWED AND APPROVED BY:</u>	N/A

Non-Clinical Sponsored Agreement

AUGUSTA UNIVERSITY RESEARCH INSTITUTE SPONSORED AGREEMENT

Agreement No. 41933 - 01

THIS SPONSORED AGREEMENT, dated as of February 26, 2025, (“Agreement”), is made and entered into by and between Augusta Utilities and being a local government entity (hereinafter referred to as “Sponsor”), and Augusta University Research Institute, Inc. a Georgia nonprofit research and educational corporation, (hereinafter AURI) located at Augusta University, 1120 15th Street, Augusta, GA 30912-4810.

WHEREAS, the sponsored program contemplated by this Agreement is of mutual interest and benefit to AURI and to Sponsor, and will further the instructional and research objectives of AURI in a manner consistent with its status as a non-profit, tax-exempt, research and educational institution;

WHEREAS, the research program (hereinafter “Sponsored Program”) will be performed through an MOU with Augusta University (hereinafter “Augusta University”).

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to the following:

SECTION 1. DEFINITIONS

1.1 “Project Period” shall mean the period commencing as of May 19, 2025, and ending on May 15, 2026. The Project Period may be extended by written agreement of duly authorized representatives of Sponsor and AURI.

1.2 “Intellectual Property” shall mean all patentable inventions, discoveries, software, formulae, processes, methods, techniques, data, and databases.

1.3 “Intellectual Property Protections” shall mean the registration, application, filing, prosecution or maintenance of a patent, copyright, or other protective measure for Intellectual Property.

1.4 “Sponsored Project” shall mean the project and deliverables as described in Exhibit A.

1.5 “Principal Investigator(s)” shall mean Dr. Joseph Hauger. The Principal Investigators shall conduct, supervise and direct the Sponsored Project. Principal Investigator shall not be changed without the prior written consent of Sponsor and AURI. The Principal Investigator is not authorized to amend or modify this Agreement. Any such amendments or modifications must be approved by the Division of Sponsored Programs.

1.6 “Project Funds” shall mean those funds to be paid by Sponsor to AURI for the Sponsored Project in the amount of **two hundred fifty-nine thousand one hundred and forty-six dollars (\$259,146)** as set forth in the budget attached as Exhibit B.

1.7 “Project Team” shall mean the Principal Investigator(s) Dr. Joseph Hauger and any faculty, staff, or students supported by the Project Funds.

1.8 “Field of Use” shall mean sensors for use in municipal services, including water quality monitoring.

SECTION 2. PROJECT FUNDS

2.1 Sponsor shall pay AURI the Project Funds for direct and indirect costs incurred in the conduct of the Sponsored Project. Sponsor acknowledges that this amount is a good faith estimate only and not a guarantee of the cost to conduct the Sponsored Project. AURI shall promptly notify Sponsor of any anticipated funding deficiencies, including an estimate of the additional funds required. Sponsor may, in its discretion, provide AURI all or part of such additional funds. In no event shall AURI be obligated to incur costs in excess of the Project Funds paid by Sponsor to AURI.

2.2 Sponsor shall make an advance payment of \$ 35,000 of the Project Funds upon execution of this Agreement, to cover startup costs of the project. Thereafter, AURI shall invoice Sponsor no less than monthly for expenses incurred up to the total of \$259,146.

All payments shall be in U.S. dollars and made by check payable to the order of AURI and delivered to:

Augusta University Research Institute, Inc.
P.O. Box 945552
Atlanta, GA 30394-5552
Attn: Agreement # 41933-01
The AURI tax identification number is 58-1418202.

Commencement of the Project is contingent upon the timely receipt of the foregoing advance payment of the Project Funds. A final payment that includes all outstanding payments due will be sent within thirty (30) days after all data has been received by Sponsor and all queries have been resolved.

2.3 AURI shall account for, and maintain records of, direct and indirect costs incurred in the conduct of the Sponsored Project in accordance with AURI's standard policies and practices. Such records shall be made available for Sponsor's review during AURI's normal business hours upon reasonable prior notice, but not more frequently than once a year.

2.4 Sponsor acknowledges and agrees that payments are made payable or sent to any individual other than specified above shall not be credited toward fulfillment of Sponsor's obligations under this Article.

2.5 Augusta University shall retain title to any equipment purchased with funds provided by Sponsor under this agreement.

SECTION 3. PUBLICATIONS AND PRESENTATIONS; OTHER RESEARCH RIGHTS; NAME AND LOGO USE

3.1 Publications and Presentations. Sponsor acknowledges that AURI, the Principal Investigator and the other Project Team members shall have the right to publish or otherwise publicly disclose at academic and professional conferences and other meetings the results of the Sponsored Project, subject to the following limitations. A draft copy of the proposed publication or public presentation shall be provided to Sponsor for its review at least 30 days prior to submission for publication or public presentation. During such 30 day period, Sponsor may request that AURI delay the proposed publication or public presentation for up to an additional 30 days to allow for patent or copyright filings or other matters related to the protection of Intellectual Property. In addition, Sponsor may suggest changes to the proposed publication or public presentation, but the author shall retain final authority; provided, however, that the author shall be obligated to remove any confidential information furnished by Sponsor pursuant to the non-disclosure agreement as contemplated below. Notwithstanding anything in this Agreement to the contrary, copyrights in publications, public presentations and other scholarly writings shall be owned by their respective authors.

3.2 Other Research Rights. Sponsor acknowledges that this Agreement shall not be construed to limit the freedom of AURI, the Principal Investigator or the Project Team members to engage in any other research. Notwithstanding any license that may be granted to Sponsor with respect to the Intellectual Property owned by AURI resulting from the Sponsored Project, AURI shall retain an irrevocable worldwide right to use such Intellectual Property on a non-exclusive royalty-free basis for research and education purposes.

3.3 Name and Logo Use. Neither Sponsor nor AURI shall use the other party's name, trademarks or other logos, or the names of any individuals involved in the Sponsored Project, including, but not limited to, the Principal Investigator and the other Project Team members, in any publication or public presentation without the prior written consent of such other party. The foregoing restriction shall not apply to the inclusion of an acknowledgment of Sponsor's funding of the Sponsored Project in any such publication or public presentation. Notwithstanding the above, each party has the right to post on their websites that an award to AURI/Augusta University has been made and include a short public abstract.

SECTION 4. INTELLECTUAL PROPERTY

4.1 Any Intellectual Property invented, reduced to practice, created, or developed solely by AURI under this Agreement shall be owned by AURI (“AURI Intellectual Property”).

4.2 Any Intellectual Property invented, reduced to practice, created, or developed solely by Sponsor under this Agreement shall be owned by Sponsor (“Sponsor Intellectual Property”).

4.3 Any Intellectual Property invented, reduced to practice, created, or developed jointly by AURI and Sponsor under this Agreement shall be owned jointly by AURI and Sponsor (“Joint Intellectual Property”).

4.4 Invention Disclosures. AURI will notify Sponsor, in confidence and in writing (“Notification”), of any Intellectual Property resulting from the Sponsored Project reported to AURI pursuant to AURI’s Intellectual Property Policy then in effect (“Disclosure”). Notification shall be made by AURI within sixty (60) days of receipt of Disclosure. Intellectual Property Disclosures made by AURI pursuant to this section, and any related discussions between Sponsor and AURI shall be kept confidential by Sponsor, and shall not be further disclosed or used by Sponsor in any manner inconsistent with the provisions of this Agreement. Upon receipt of Disclosure, Sponsor may request (under either licensing option) that AURI pursue Intellectual Property Protections in a particular country at Sponsor's expense.

4.5 Joint Intellectual Property. In the event that either party desires to obtain any Intellectual Property Protections concerning Joint Intellectual Property, such party will notify the other party and the parties shall mutually agree upon patent strategy and cost allocation. Each party agrees to execute documentation necessary in connection therewith. Title to all patents issued on Joint Intellectual Property shall be joint and each party shall have the right to license such Joint Intellectual Property to third parties, with the right to sublicense thereunder, without accounting to the other and without seeking the consent of the other. In the event that consent by each joint owner is necessary for either joint owner to non-exclusively license the Joint Intellectual Property, the parties hereby consent to the other party’s grant of one or more licenses under the Joint Intellectual Property to third parties and shall execute any document or do any other reasonable act deemed necessary to evidence such consent.

SECTION 5. LICENSING OPTIONS

5.1 In accordance with Section 4 and the remainder of Section 5, it is anticipated that Intellectual Property resulting from the Sponsored Project, whether hardware or software, will be released under an open-source license.

Any software code developed pursuant to this Sponsored Project shall be contributed and released pursuant to the Apache 2.0 or an equivalent permissive open-source license.

For hardware, design files for the hardware shall be released under a copyleft license once any Intellectual Property has been disclosed, reviewed, and potentially protected under Sections 4 and 5 of this agreement. This license will be under the CERN Open Hardware License, the TAPR Open Hardware License, or an equivalent open-source hardware license.

5.2 Sponsor’s Evaluation of AURI’s Intellectual Property. Intellectual Property owned by AURI resulting from the Sponsored Project disclosed by AURI to Sponsor may be used by Sponsor on a non-exclusive royalty-free basis, solely for internal research purposes to evaluate whether or

not Sponsor is interested in licensing the technology from AURI.

5.3 License Options. Within sixty (60) days after Notification to Sponsor by AURI of a Disclosure, Sponsor may request (1) a non-exclusive, non-transferable, limited term, royalty-bearing license, or (2) an exclusive, non-transferable, limited-term, royalty-bearing license, to AURI Intellectual Property and/or AURI's ownership in Joint Intellectual Property in the Field of Use ("Option Period"); however, neither option shall be available to Sponsor if Sponsor is in breach of this Agreement, if Sponsor or any of Sponsor's affiliates, parents or subsidiaries are in breach of any license agreement with AURI, or if this Agreement has been terminated because of a breach by Sponsor. The license will be to make, have made, use, import, lease, sell, or otherwise dispose of products and/or services (a) in the United States and/or any other country for which Sponsor alone or Sponsor and AURI jointly choose to obtain Intellectual Property Protections and (b) in the Field of Use which embodies some or all of such Intellectual Property covered by the Disclosure. Sponsor agrees to demonstrate reasonable efforts to commercialize such Intellectual Property. The license shall be based on mutually-agreeable economic conditions and in accordance with standard AURI terms and conditions. Sponsor shall have ninety (90) days from the date of written notification to AURI of its intention to license the AURI Intellectual Property to negotiate a license agreement with AURI ("Negotiation Period"). Sponsor agrees to reimburse AURI for all Intellectual Property Protection costs and related expenses during the Option and Negotiation Periods. After expiration of the Negotiation Period, Sponsor shall have no further rights to AURI Intellectual Property. Such Negotiation Period, however, may be extended by the mutual consent of both parties.

5.4 AURI's Research License. AURI will have a non-exclusive, non-transferable, non-royalty bearing license to use and make derivative works of all Sponsor Intellectual Property solely for the purpose of fulfilling its obligations to complete the Sponsored Project.

SECTION 6. DISCLAIMER OF WARRANTIES; LIABILITY LIMITATION; INDEMNIFICATION; EXPORT COMPLIANCE

6.1 Disclaimer of Warranties. Notwithstanding anything in this Agreement to the contrary, AURI makes no representations or warranties of any kind, express or implied, concerning the results of the Sponsored Project or any related Intellectual Property, including, but not limited to, representations and warranties as to non infringement, merchantability and fitness for any particular purpose.

6.2 Liability Limitation. Neither Sponsor nor AURI shall be liable for any incidental, consequential, special or other economic damages, such as loss of anticipated business or profits, suffered by the other party in connection with this Agreement, the Sponsored Project or any related Intellectual Property, including, but not limited to, any use or commercialization thereof.

SECTION 7. INDEMNIFICATION AND INSURANCE

Sponsor agrees to indemnify and hold harmless AURI and its duly authorized agents, servants and employees from all claims, demands, actions, causes of action and suites of whatever kind or nature and to indemnify AURI and its duly authorized agents, servants and employees from all damages, losses, judgments, costs and fees, including attorneys' fees, which result from this Study, provided that:

- (1) AURI, and its agents, servants and employees have followed the Protocol described herein as Exhibit A and were not negligent in conducting the work under Protocol; and

(2) AURI promptly gives SPONSOR notice of, and the right to defend against, any claim or suit as well as the unconditional right to settlement of such suits in the sole discretion of SPONSOR; and

(3) AURI agrees to cooperate fully with SPONSOR in its defense of any claim or suit. AURI warrants and represents that Augusta University has adequate liability insurance, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by Augusta University. Augusta University has no liability insurance policy as such that can extend protection to any other person. Sponsor acknowledges that this Agreement does not confer upon Sponsor any right of claim of indemnification by the AURI or Augusta University, either express or implied.

7.1 Sponsor's Export Compliance. All rights granted to Sponsor in connection with this Agreement, the Sponsored Project and the Intellectual Property resulting from the Sponsored Project are subject to compliance with U.S. laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities. Sponsor shall not, directly or indirectly, export any such controlled commodities in connection with this Agreement, the Sponsored Project or the Intellectual Property resulting from the Sponsored Project, unless the required authorization and/or license is obtained from the proper governmental authorities prior to export. By granting Sponsor rights in this Agreement, the Sponsored Project and the Intellectual Property resulting from the Sponsored Project, AURI does not represent that an export authorization and/or license will not be necessary or, if necessary, that such authorization and/or license will be granted.

SECTION 8. SPONSOR'S CONFIDENTIAL PROPRIETARY INFORMATION

Sponsor's Confidential Proprietary Information. In the event it becomes necessary for Sponsor to furnish any of its confidential proprietary information to AURI for purposes of the Sponsored Project, Sponsor may request that the Principal Investigator and the other Project Team members individually execute appropriate non disclosure agreements with Sponsor. Notwithstanding the foregoing, Sponsor shall not disclose to AURI, the Principal Investigator or the other Project Team members, any information subject to U.S. export laws or regulations. Sponsor acknowledges that AURI shall not be obligated to accept any confidential proprietary information from Sponsor, and AURI shall not bear any institutional responsibility with respect to any such information provided by Sponsor.

SECTION 9. TERMINATION; ACTIONS UPON TERMINATION; SURVIVAL OF OBLIGATIONS

9.1 Termination. This Agreement may be terminated prior to the expiration of the Project Period as follows:

- (a) By written agreement of the parties, effective upon the date set forth in such agreement;
- (b) By either Sponsor or AURI in the event the other party fails to cure any material breach of this Agreement within 30 days after receipt of written notice of such breach from the

terminating party, effective upon receipt of written notice from the terminating party, after the expiration of the 30 day cure period; and

(c) By either Sponsor or AURI in the event the Principal Investigator is no longer able to conduct the Sponsored Project on behalf of AURI, effective upon receipt of written notice from the terminating party.

9.2 Actions upon Termination. Upon any expiration or termination of this Agreement:

(a) Sponsor shall not be obligated to make any further payments of Project Funds to AURI pursuant to Exhibit B;

(b) AURI shall be entitled to retain any prior payments of Project Funds by Sponsor for direct and indirect costs incurred in connection with the Sponsored Project prior to termination of this Agreement, including non-cancelable commitments for property or services, such as student or postdoctoral support;

(c) AURI shall deliver to Sponsor within 90 days after termination of this Agreement a final accounting report of all Project Funds received and direct and indirect costs incurred in connection with the Sponsored Project, including non-cancelable commitments for property or services, such as student or postdoctoral support; and

(d) AURI shall return to Sponsor any excess Project Funds indicated in such final accounting report within 30 days after delivery of such report to Sponsor.

9.3 Survival of Obligations. Notwithstanding anything in this Agreement to the contrary, the provisions of Sections 3.2, 3.3, 4, 5 and 6 shall survive any expiration or termination of this Agreement, and each party shall remain obligated under any other provisions that expressly or by their nature survive any expiration or termination of this Agreement.

SECTION 10. NOTICES

Any notice or other communication of the parties required or permitted to be given or made under this Agreement shall be in writing and be deemed effective upon receipt if delivered personally, by reputable courier, by facsimile or electronic transmission, or by certified registered mail, postage prepaid, return receipt requested, addressed to the other party as follows (or as changed by written notice pursuant to Section 9):

Sponsor

Contractual and Administrative:

AURI

Contractual and Administrative:

Executive Director
Augusta University Research Institute, Inc.
CJ-3301, 1120 15th Street
Augusta, GA 30912-4810

Phone: 706-721-3087

E-mail: spacontracts@augusta.edu

Technical:

Technical: Dr. Joseph Hauger

Phone: 706-737-1541

Email: jhauger@augusta.edu

SECTION 11. MISCELLANEOUS

11.1 Power and Authority; Due Authorization; No Conflict; Enforceability; Binding Effect. Each party represents and warrants to the other party that (i) such party has the power and authority to execute, deliver and perform its obligations under this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by such party and does not and shall not conflict with any agreement or instrument to which it is bound, (iii) this Agreement constitutes the legal, valid and binding obligation of such party, enforceable against it in accordance with its terms, and (iv) this Agreement, and the interests, rights, duties and obligations hereunder, shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.

11.2 Entire Agreement; Further Assurances. This Agreement, including Exhibits A and B attached hereto, constitutes the entire agreement between the parties, and supersedes any prior or contemporaneous negotiations, understandings and agreements, with respect to the subject matter hereof. In addition, the terms of any purchase order or other purchasing document issued for this Sponsored Project, and prepared and executed subsequent to signing this Agreement, shall not be applicable to this Agreement other than to provide for funding as identified herein. Each party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other party to effectuate the purposes of this Agreement.

11.3 No Assignment; No Amendment; No Waiver. This Agreement (i) may not be assigned or transferred, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party, and (ii) may not be amended or modified, by course of conduct or otherwise, except in a writing duly executed by each of the parties. Any waiver of any provision of this Agreement shall be in writing duly executed by the waiving party. The failure or delay by either party to seek redress for any breach or default under this Agreement, or to insist upon the strict performance of any provision of this Agreement, shall not constitute a waiver thereof or of any other provision of this Agreement, and such party shall have all remedies provided herein and at law and in equity with respect to such act and any subsequent act constituting the same.

11.4 Force Majeure; Remedies Cumulative. Either party's delayed performance under this Agreement may be temporarily excused without liability, if such delay is a result of causes or conditions beyond that party's control and without that party's fault or negligence (such causes or conditions specifically do not include the financial incapacity to pay); provided, however, that such party must diligently pursue actions to remedy such cause or condition. The rights and remedies provided in this Agreement are cumulative in nature and shall be in addition to any such other rights and remedies available at law and in equity.

11.5 Resolution of Disputes. In the event of any dispute or disagreement between the parties either in interpreting any provision of this Agreement or about the performance of either party and upon the written request of either party, each of the parties will appoint a designated representative to attempt to resolve such dispute or disagreement. The designated representatives will discuss the problem and negotiate in good faith in an effort to resolve the dispute without any formal proceedings. The specific format of such discussion shall be left to the discretion of the designated representatives. No litigation for the resolution of such dispute may be commenced until the designated representatives have met and either party has concluded in good faith that amicable resolution through continued negotiation does not appear likely (unless either party fails or refuses to appoint a designated representative and schedule a meeting of such representatives within thirty (30) days after a request to do so by the other party).

11.6 Governing Law; Jurisdiction and Venue; Attorneys' Fees. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the United States and the laws of the State of Georgia (without regard to the conflicts or choice of law principles thereof).

11.7 Severability. In the event any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of the parties that such invalidity or unenforceability not invalidate or render unenforceable the remainder of the Agreement and that such provision be reformed and construed in such a manner that it will, to the maximum extent practical, be deemed valid and enforceable, and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

11.8 Construction of Agreement. The provisions of this Agreement shall not be construed more favorably toward one party than the other party as a result of one party being the primary drafter of the Agreement. This section and other headings in this Agreement are for convenience of reference only and shall not affect, expressly or by implication, the meaning or interpretation of any of the provisions hereof.

11.9 Independent Contractor Relationship; No Third-Party Beneficiaries. Sponsor and AURI intend that their relationship under this Agreement shall be as independent contractors, and neither Sponsor nor AURI shall conduct themselves in a manner inconsistent with such independent contractor status. Nothing in this Agreement nor any performance hereunder is intended, or shall be construed, to create a partnership, joint venture or other form of business enterprise, or relationship of agency or employment, between Sponsor and AURI (including, but not limited to, the Principal Investigator and the other Project Team members). Moreover, neither party shall have the authority to enter into contracts on behalf of the other party. Nothing in this Agreement, express or implied, is intended to confer, any benefits, rights or remedies on any person, other than the parties hereto and their successors and permitted assigns.

11.10 Conflict of Interest. Augusta University institutional policy requires that persons engaged in Sponsored research must disclose potential financial conflicts of interest with such research, including certain consulting, stock ownership or other relationships with a company which Sponsors such research, and that Augusta University must take measures to eliminate or minimize any effects of such potential conflicts on the objectivity of such research. By signing

below, Principal Investigators agrees to comply with Augusta University institutional policy and requirements governing conflict of interest.

11.11 Record Retention: Augusta University agrees to retain all books, financial records and other documents relative to this Agreement for three (3) years, or as required by Federal, State or local laws, following completion or termination of the Agreement. AURI shall retain copies of all documentation

11.12 Nondiscrimination. Neither AURI nor Sponsor shall discriminate against any person on the basis of race, national origin, religion, creed, sex, sexual orientation, age or handicaps in the performance of this Agreement

11.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Sponsor and AURI have each duly executed and delivered this Agreement as of the date first written above.

Augusta Utilities

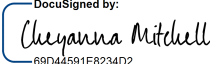
By: _____

Date: _____

Title: _____

Augusta University Research Institute, Inc.

DocuSigned by:




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By: Cheyanna Mitchell

Date: 2/26/2025 | 18:02:53 EST

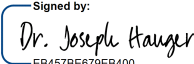
DS



Title: Interim Executive Director

Read and Acknowledged by PI(s):

Signed by:



EB457BE679EB400...

By: Dr. Joseph Hauger, PhD

Date: 2/26/2025 | 18:01:05 EST

Title: Professor

Exhibit A

Timeline:

Summer Intern Program

Summer Interns would work between 19 May and 1 August, 2025.

Academic Year Intern Program

Academic Year Interns would work between 11 August, 2025 and 15 May, 2026.

Job Description:

Interns employed through the Augusta Utilities – Augusta University summer program will be trained on a variety of design, fabrication and electronics skills before being assigned to a research and development project of interest to the overall goals of the program. The initial training would teach basic skills that would improve the overall capability in the applied sciences. These skills would be refined during the research and development project phase of the internship under the guidance of more experienced interns as well as scientists and engineers supervising this work.

The following is a list of skills and capabilities that we expect to be included in the initial training of each student intern:

- ☐ 3D Computer Aided Design (3D CAD)
- ☐ 3D Printing
- ☐ Basic hand tools and safety protocols
- ☐ Basic power tools and safety protocols
- ☐ Electronic circuit construction and prototyping
- ☐ Printed circuit board design and production.
- ☐ Applications of fundamental electronic components including resistors, capacitors, inductors, diodes, transistors, operational amplifiers, power supplies, regulators
- ☐ Basic electronic instruments including digital multimeters and oscilloscopes.
- ☐ Soldering, connecting and device construction methods
- ☐ Microcontroller programming and selection
- ☐ Internet of things (IoT) techniques and applications
- ☐ Device interconnectivity and long-range communications via LoRaWAN
- ☐ IoT programming using the Particle microcontroller platform
- ☐ Battery use, solar charging and low-power electronics techniques.
- ☐ Experimental fluid mechanics

Exhibit B

Augusta University Research Institute – Augusta Utilities Budget

❖ Faculty

- 2.0 summer month salary (2 x \$16,658 = \$33,316)
- 2.7 academic months (30% effort) (2.7 x \$16,658 = \$44,977)
- Summer Fringe (21%) \$6,996
- Academic Fringe (34%) \$15,292

Total: \$100,581

❖ Student Interns

- Summer: 10 Weeks, 40 hours, 16.50\$/hour rate (\$6,600 each): \$52,800 for eight students
- Academic Year: 2 terms, 15 weeks, 3 hours weekly (\$1,485 each): \$5,940 for four students
- Total: \$58,740

❖ Supplies and Consumables

- Electronics supplies: \$10,000
- Shop supplies (3D printing, CNC materials): \$10,000

Total: \$20,000

❖ Equipment

- Tools: \$1,000
- Water Quality Sensors: \$7,500
- Hydraulic Flume Accessories: \$10,000
- Total: \$18,500

Direct Cost: \$197,821**Indirect Cost (31%):** \$61,325**Total Project Cost:** \$259,146

Certificate Of Completion

Envelope Id: C215C13C-F808-4651-8902-6C62662241FD

Status: Completed

Subject: Complete with DocuSign: Augusta Utilities - Sponsored Agreement 2025-26 Students CLEAN FINAL.pdf

Source Envelope:

Document Pages: 12

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 1

Michael Carr

AutoNav: Enabled

1120 15th Street

Envelopeld Stamping: Enabled

Augusta, GA 30912

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

MCARR2@augusta.edu

IP Address: 158.93.6.17

Record Tracking

Status: Original

Holder: Michael Carr

Location: DocuSign

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MCARR2@augusta.edu

Signer Events

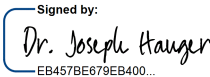
Dr. Joseph Hauger

jhauger@augusta.edu

Professor of Physics

Security Level: Email, Account Authentication (None)

Signed by:



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Signature Adoption: Pre-selected Style

Using IP Address: 158.93.6.22

Timestamp

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Viewed: 2/26/2025 6:00:36 PM

Signed: 2/26/2025 6:01:05 PM

Electronic Record and Signature Disclosure:

Accepted: 2/26/2025 6:00:36 PM

ID: 73c582ca-16ee-448f-ac15-7424e844ce44


Michael Carr

mcarr2@augusta.edu

Director, Pre-Award Services

Augusta University

Security Level: Email, Account Authentication (None)



DS

Signature Adoption: Drawn on Device

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Cheyanna Mitchell

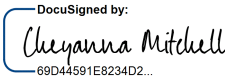
CHEMITCHELL@augusta.edu

Interim Associate Vice President for Sponsored Programs Administration / Exe

Augusta University

Security Level: Email, Account Authentication (None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events		Status	Timestamp	Item 20.
Karyn Nixon KNIXON@augusta.edu Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		COPIED	Sent: 2/26/2025 6:02:54 PM	
SPA Contracts spacontracts@augusta.edu Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		COPIED	Sent: 2/26/2025 6:02:54 PM	
Witness Events		Signature	Timestamp	
Notary Events		Signature	Timestamp	
Envelope Summary Events		Status	Timestamps	
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Signing Complete		Security Checked	2/26/2025 6:02:53 PM	
Completed		Security Checked	2/26/2025 6:02:54 PM	
Payment Events		Status	Timestamps	
Electronic Record and Signature Disclosure				

CONSUMER DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

electronically from us.

How to contact Augusta University:

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

To contact us by email send messages to: swright@augusta.edu

To advise Augusta University of your new e-mail address

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

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

To request paper copies from Augusta University

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

To withdraw your consent with Augusta University

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

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

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

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

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

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



Public Safety Committee

Meeting Date: March 11, 2025

Motion to Approval Award the Space Planning and Programming & Schematic Design Services for Richmond County Jail to Treanor, LLC (RFQ 24-217)

Department:	Sheriff Office
Presenter:	Sheriff Eugene Brantley and/or Chief of Staff Lewis Blanchard
Caption:	Approve and award the Space Planning and Programming & Schematic Design for Richmond County Jail (Charles B. Webster Detention Center) to Treanor Inc. (RFQ 24-217)
Background:	The Charles B. Webster Detention Center (CBWDC) is in need of an expansion project to allow for additional housing for the growing inmate population. In June of 2024, the Sheriff's Office requested professional services (RFQ) to perform the requested services for Space Planning and Programming & Schematic Design Services for an expansion of CBWDC to include a 300-bed addition.
Analysis:	RFQ's were received on July 7, 2024. Five firms responded and were evaluated based on qualification, project approach and experience. Treanor was selection based on the evaluation procedures used for this project. The Sheriff's Office requested to enter into negotiations with Treanor. Due to the current needs of the jail, the Sheriff's Office requested the vendor to also supply a Phase II fee for an additional 300 bed addition.
Financial Impact:	Phase I - Space Planning, Programming & Infrastructure \$290,000 Phase I – Schematic Design Phase \$870.000 Phase II - Space Planning, Programming & Infrastructure \$380,000 Funding is available in SPLOST 8
Alternatives:	Due to the limited space for housing, the Richmond County Sheriff Office, will be required to pay out fees to neighboring counties to house inmates.
Recommendation:	Recommends award for Phase I to Treanor for Space Planning and Programming & Schematic Design which will allow the Sheriff's Office to move forward with the expansion of CWDC.
Funds are available in the following accounts:	330-01-1110/5212112_224019021-5212112

REVIEWED AND N/A
APPROVED BY:

Item 21.

Request for Qualifications

Request for Qualifications will be received at this office until **Wednesday, July 17, 2024 @ 11:00 a.m.** via ZOOM Meeting ID: 871 6578 4119; Passcode: 24217 for furnishing:

RFQ Item #24-217 Space Planning and Programming & Schematic Design for Richmond County Jail (Charles B. Webster Detention Center "CBWDC") for Augusta, GA – Sheriff Office

RFQs 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

RFQ documents may be viewed on the Augusta Georgia web site under the Procurement Department ARcbid. RFQ 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-Qualification Conference will be held on Monday, July 1, 2024 @ 2:00 p.m. via Zoom Meeting ID: 818 5231 2875; Passcode: 24217.

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, July 2, 2024 @ 5:00 P.M. No RFQ will be accepted by fax or email, all must be received by mail or hand delivered.

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

Request for qualifications (RFQ) and specifications. An RFQ 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 qualification 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 RFQ 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 qualification issued by a city must include the [contractor affidavit](#) as part of the requirement for their bid to be considered.

Respondents are cautioned that acquisition of RFQ documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFQ 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 June 6, 13, 20, 27, 2024
Metro Courier June 6, 2024

Revised: 3/22/21




**RFQ Item #24-217 Space Planning and Programming & Schematic Design for Richmond County Jail
(Charles B. Webster Detention Center "CBWDC")
for Augusta, GA - Sheriff's Office
RFQ Due: Wednesday, July 17, 2024 @ 11:00 a.m.**

Total Number Specifications Mailed Out: 21
Total Number Specifications Download (Demandstar): 8
Total Electronic Notifications (Demandstar): 207
Georgia Procurement Registry: 1119
Total packages submitted: 8
Total Noncompliant: 1

VENDORS	Attachment B	E-Verify #	Save Form	Original	7 Copies
Jericho Design Group, LLC 208 Pirkle Ferry Road, Ste. C Cumming, GA 30040	Yes	1202352	Yes	Yes	Yes
MRB Group Consulting, P. C. 134 Metting Street, Suite 100 Charleston, SC 29401	Yes	1405864	Yes	Yes	Yes
Strollo Architects Incorporated 718 Virginia Drive Orlando, FL 32803	Yes	960478	Yes	Yes	Yes
Studio 8 Desin, LLC 2722 N. Oak Street Valdosta, GA 31602	Yes	782930	Yes	Yes	Yes
Treanor, Inc. 55 Roswell Street, Suite 200 Alpharetta, GA 30009	Yes	235831	Yes	Yes	Yes

NON-COMPLIANT - LATE: GMC Architecture and Engineering; 1620 Powers Ferry Road SE; Atlanta, GA 30339

No submittal responses:
2KM Architects, Inc.; 529 Greene Street; Augusta, GA 30901
Dickinson Architects, PC

<div><div></div><div>RFQ Item #24-217 Space Planning & Schametic Desgin for Richmond County Jaii for Augusta, GA – Sheriff's Office RFQ Due: Wednesday, July 17, 2024 @ 11:00 a.m. Evaluation Date: Monday, August 5, 2024 @ 3:00 p.m. via ZOOM</div></div>														
Vendors			Jericho Design Group, LLC 208 Pirkle Ferry Road, Ste. C Cumming, GA 30040	MRB Group Consulting, P. C. 134 Metting Street, Suite 100 Charleston, SC 29401	Strollo Architects Incorporated 718 Virginia Drive Orlando, FL 32803	Studio 8 Desin, LLC 2722 N. Oak Street Valdosta, GA 31602	Treanor, Inc. 55 Roswell Street, Suite 200 Alpharetta, GA 30009	GMC Architecture and Engineering; 1620 Powers Ferry Road SE; Atlanta, GA 30339	Jericho Design Group, LLC 208 Pirkle Ferry Road, Ste. C Cumming, GA 30040	MRB Group Consulting, P. C. 134 Metting Street, Suite 100 Charleston, SC 29401	Strollo Architects Incorporated 718 Virginia Drive Orlando, FL 32803	Studio 8 Desin, LLC 2722 N. Oak Street Valdosta, GA 31602	Treanor, Inc. 55 Roswell Street, Suite 200 Alpharetta, GA 30009	GMC Architecture and Engineering; 1620 Powers Ferry Road SE; Atlanta, GA 30339
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	FAIL	PASS	PASS	PASS	PASS	PASS	FAIL
2. Qualifications & Experience	(0-5)	20	4.80	4.00	3.80	4.50	4.83		96.0	80.0	76.0	90.0	96.7	0.0
3. Organization & Approach	(0-5)	20	4.80	4.08	4.47	4.50	4.83		96.0	81.7	89.3	90.0	96.7	0.0
4. Scope of Services - Discuss your firm's understanding of the Scope of Services and task requirements to be performed included in the specifications. a. Provide any information that may serve to differentiate the firm from other firms in suitability for the project. Provide evidence of the firm's fit to the project and/or needs of the Owner, any special or unique qualifications for the project. Provide current and projected workloads, the proximity of office to project location, and any services offered by the firm that may be particularly suitable for this project. b. Describe or provide evidence of experience and proficiency in design with regard to the areas of public safety, accessibility for persons with disabilities and special needs, and	(0-5)	20	4.80	4.08	4.43	4.83	4.83		96.0	81.7	88.7	96.7	96.7	0.0
5. Schedule of Work	(0-5)	10	4.83	4.08	4.17	3.83	4.83		48.3	40.8	41.7	38.3	48.3	0.0
6. Financial Stability	(0-5)	10	4.67	3.58	0.00	4.50	4.67		46.7	35.8	0.0	45.0	46.7	0.0
7. References	(0-5)	5	5.00	4.33	4.33	4.67	5.00		25.0	21.7	21.7	23.3	25.0	0.0
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 425)			28.9	24.2	21.2	26.8	29.0	0.0	408.0	341.7	317.3	383.3	410.0	0.0
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	4.50			4.42	4.87		45.0	0.0	0.0	44.2	48.7	0.0
9. Q&A Response to Panel Questions	(0-5)	5	4.67			4.67	5.00		23.3	0.0	0.0	23.3	25.0	0.0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 75)			9.2	0.0	0.0	9.1	9.9	0.0	68.3	0.0	0.0	67.5	73.7	0.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)														
Total Cumulative Score (Maximum point is 500)			38.1	24.2	21.2	35.9	38.9	0.0	476.3	341.7	317.3	450.8	483.7	0.0
Internal Use Only														
Evaluator: Cumulative Date: Phase I 8/5/24 Phase II 8/22/24														
Procurement Department Representative: _____ Nancy Williams _____														
Procurement Department Completion Date: Phase I 8/5/24 Phase II 8/22/24														

RICHMOND COUNTY SHERIFF'S OFFICE



Law Enforcement Center
400 Walton Way
Augusta, GA 30901
Phone: 706.821.1000 Fax: 706.821.1064

March 3, 2025

Darrell White
Procurement Department
Augusta, Ga 30901

Dear Mr. White

This letter is to notify you that the Evaluation Team for the Space Planning and Programming & Schematic Design (RFQ-24-217) has concluded that the evaluation process, and the Richmond County Sheriff's Office would like to move forward with contract negotiations with Treanor, Inc. Please advise if you need additional information from The Richmond County Sheriff's Office.

Sincerely,


Eugene Brantley
Sheriff

CREATIVE CORRECTIONS
1120 CONNECTICUT AVENUE,
NW SUITE 431
WASHINGTON, D.C. 20036-8211

2KM ARCHITECTS
529 GREENE STREET
AUGUSTA, GA 30901

HOK
133 PEACHTREE STREET, NE
SUITE 4800
ATLANTA, GEORGIA 30303

MBI COMPANIES
299 N WEISGARBER ROAD
KNOXVILLE, TN 37919

REAL TIME DETENTION
P.O. BOX 577
NOBLESVILLE, IN 46061

PRAXIS3
100 PEACHSTREET ST NW,
SUITE 1450
ATLANTA, GA 30303

WOLD ARCHITECTS &
ENGINEERS
205 EAST MAIN STREET
JACKSON, TENNESSEE 38301

Lateisha A. Mosquera
Sheriff's Office

Veronica F. Brown
Sheriff's Office

Bid Item #24-217 Space Planning
and Programming & Schematic Design
for Richmond County Jail for Augusta,
GA-Sheriff's Office
RFQ Due: Wed July 17, 2024 @ 11:00a.m.

STUDIO 3 DESIGN GROUP
1617 WALTON WAY
AUGUSTA, GA 30904

STUDIO 8 DESIGN, LLC
2722 N. OAK STREET
VALDOSTA, GA 31602

JOHNSON LASCHOB &
ASSOCIATES
1296 BROAD STREET
AUGUSTA, GA 30901

PRECISION PLANNING
400 PIKE BLVD.
LAWRENCEVILLE, GA 30046

GMC ARCHITECTS
801 BROAD STREET, SUITE 900
AUGUSTA, GA 30901

DUBLIN CONSTRUCTION
305 S WASHINGTON ST.
DUBLIN, GA 31021

HDR
1917 S. 67TH STREET
OMAHA, NE 68106-2973

Shavonne Beasley
Sheriff's Office

Shelia B. White
Sheriff's Office

Bid Item #24-217 Space Planning
And Programming & Schematic Design for
Richmond County Jail for Augusta, GA-
Sheriff's Office
Mail Date: 06/07/2024

DICKINSON ARCHITECTS
771 BROAD STREET, SUITE 200
AUGUSTA, GA 30901

CRA ARCHITECTS
2027 THOMASVILLE RD.
TALLAHASSEE, FL 30901

IPG, INCORPORATION:
ARCHITECTS & PLANNER
807 NORTHWOOD PARK DRIVE
VALDOSTA, GA 31602

NEW SOUTH CONSTRUCTION
1180 WEST PEACHTREE ST. NW,
STE 700
ATLANTA, GA 30309

BENESCH ENGINEERS
1005 BROAD STREET SUITE 200
AUGUSTA, GA 30901

JERICOHO DESIGN
102 MARY ALICE PARK RD.
SUITE 103
CUMMING, GA 30040

MOSELEY ARCHITECTS
1320 MAIN STREET
SUITE 300
COLUMBIA, SC 29201


Phyllis Johnson
Compliance

Planholders

Add Supplier

Export To Excel

Supplier (8)

Supplier 	Download Date
Dodge Data	06/07/2024
Jericho Design Group	07/15/2024
Jericho Design Group	06/17/2024
MRB Group/Swiftwater Strategies	06/20/2024
OCI Associates, LLC	06/07/2024
Onvia, Inc. - Content Department	06/07/2024
Raymond Engineering- Georgia, Inc.	06/10/2024
Thomas & Hutton Engineering Co.	06/24/2024

Add Supplier

Nancy M. Williams

From: bidnotice.donotreply@doas.ga.gov
Sent: Friday, June 7, 2024 10:59 AM
To: Nancy M. Williams
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2024-000000062

Dear Nancy Williams,
 nwilliams@augustaga.gov

Please review the particulars of an event for 72155-AUGUSTA, CITY OF furnished below.

Event Number: PE-72155-NONST-2024-000000062
Event Title: 24-217 Space Planning and Programming & Schematic Design Services at Richmond County Jail
Event Type: Non-State Agency

Process Log

2024/06/07 10:51:13 : Log starts for - 13889036 - EVENT_RELEASE_TO_SUPL
 2024/06/07 10:51:15 : Email Process Log for the Event#: PE-72155-NONST-2024-000000062
 2024/06/07 10:51:15 : Email Batch# 2406070327
 2024/06/07 10:51:15 : Notification Type: EVENT_RELEASE_TO_SUPL
 2024/06/07 10:55:12 : Bad Email not sent to eteague of AJAX BUILDING CORPORATION OF GEORGIA
 2024/06/07 10:58:36 : Total No of Contacts found for sending Email: 1120
 2024/06/07 10:58:36 : No of Email(s) not sent due to Bad Email Address: 1

The sourcing event can be reviewed at:
<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2024-000000062&sourceSystemType=gpr20>

06/07/2024 10:58:36 AM

[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.]

Sec. 1-10-47. Request for qualifications; pre-qualifications of contractors.

- (a) The Procurement Director, in consultation with the Administrator and using agency head may determine that it shall be in the best interest of Augusta, Georgia to pre-qualify offerors for contracts of a particular type. The imposed standards shall be met by any contractor who wishes submit a bid or proposal for the subject project. The contractor shall submit required data in order to obtain a fair and impartial determination of whether the pre-qualification standards have been met. When pre-qualification is required, only those contractors who submit the required pre-qualification information and who are actually pre-qualified to submit a bid or proposal for the proposed solicitation.
- (b) *Public notice.* Public notice of pre-qualification shall be given in the same manner as provided in section 1-10-50 (c).
- (c) *Pre-qualification standards.* The Procurement Director and affected using agency heads shall review all information submitted by the suppliers and, if necessary, require additional information. The standards set for pre-qualification shall include but not be limited to factors set forth in section 1-10-50-Sealed Bids; Bid Acceptance and Bid Evaluation or section 1-10-52-Sealed Proposals; Evaluation and Selection. If the Procurement Director and Administrator determine that the contractor meets all standards, then the contractor shall be so pre-qualified. The contractor shall be notified in writing.
- (d) *Failure to pre-qualify.* Should a contractor not be pre-qualified, appropriate written notice shall be sent and the contractor may appeal such determination as provided in Article 9.
- (e) In no instance shall a contract be awarded from the solicitation of request for qualifications.

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.

Darrell White
Interim Procurement Director
Augusta Procurement Department
535 Telfair Street, Room 605
Augusta, Georgia 30901

February 18, 2025

Re: Fee Proposal for Space Planning and Programming & Schematic Design
for Richmond County Jail
RFQ Item #24-217

Dear Mr. White:

Treanor is pleased to submit this fee proposal to provide Design Services at the Charles B. Webster Detention Center. Thank you for the project scope discussion on September 13, 2024, February 12, and February 18, 2025. The information provided has been incorporated into this fee proposal. We deeply appreciate the opportunity to work with Richmond County and look forward to commission approval.

1. Project Parameters

- A. The Project consists of two phases, **Phase 1** includes a three hundred (300) detainee beds expansion and renovation and expansion to the Kitchen, Laundry, Warehouse and Central Plant facilities, and **Phase 2** includes an additional (300) detainee bed expansion. Both phases will be studied through two early design phases: Space Planning, Programming and Infrastructure Assessment, and Schematic Design.
 - i. Space Planning, Programming & Infrastructure Assessment
 - a. Determine and Schedule spatial needs and requirements for new housing, laundry, kitchen, and warehouse facilities to accommodate both the Phase 1 (300 bed) and Phase 2 (600) bed expansion scenarios. This effort involves user group discussions and reviews to understand what type of spaces are needed, the area required, and how these new spaces are intended to operate.
 - b. Observe the existing infrastructure and central power plant as it relates to the feasible service for new and expanded facilities. This effort involves conducting an existing documentation review and a site discovery visit to understand the current condition and capacity of building systems.
 - ii. Schematic Design
 - a. With the information discovered and documented in the Space Planning, Programming and Infrastructure Assessment Phases, Schematic Design would involve the conceptualization of the Program as found feasible in the Infrastructure Assessment effort. This effort involves the conceptual diagramming of the new construction facilities (accommodating Phase 1 and Phase 2 expansion scenarios), inclusive of how the new housing units are distributed and organized, their location on site, and their tie into existing facilities infrastructure. Options, such as Hybrid Direct and Indirect Supervision Units and Site Expansion, such as to the East or West, shall be explored.

B. Assumptions and Clarifications

- i. Future Design Phases: Per the RFQ and scope discussions with Richmond County, this fee proposal includes fees associated only with the specified and described services above. It is our understanding that the agreement shall be open to amendment to include services for future design phases.
- ii. Exclusions: The following services are excluded from the services proposed:
 - a. Future Bed Need Projections
 - b. Staffing Requirements
 - c. Operational Costs and Narratives
 - d. Population, Classification, and Staffing Analysis
 - e. Survey, Geotechnical, and Environmental Testing Services
 - f. Hazardous material survey and abatement
 - g. Landscape Design

2. Schedule

Space Planning, Programming & Infrastructure Assessment	3 months
Schematic Design	5 months
TOTAL	8 months

3. Project Cost Assumptions:

A. Total Project Cost Assumptions:

- i. Total project cost of \$115,000,000.00 will be outlined as follows:
 - a. \$80,000,000.00 for construction only of the 300-bed expansion, kitchen, laundry, warehouse, and central plant modifications to support the (300) bed expansion only and existing operations.
 - b. \$16,000,000.00 allotment for escalation at 10% each year for the next 2.5 years.
 - c. \$15,000,000.00 allotment for the renovations at the current detention facility, including but not limited to the gates, doors, locks, roofs, etc.
 - d. \$4,000,000.00 allotment for furniture, fixtures, and equipment, as well as potential project change orders.

4. Fees:

- A. Consultant Fees based on the \$80,000,000.00 **Phase 1** 300 bed-expansion and the planning & concepts for a future **Phase 2** 300 bed-expansion, construction costs to be determined.

B. Fees calculated as follows:

- i. $\$80,000,000 \times 7.25\%$ Architectural & Engineering fee = \$5,800,000
- ii. Fee breakdown by phase:
 - a. **Space Planning, Programing & Infrastructure Assessment = \$290,000**
 - b. **Schematic Design = \$870,000**
 - c. Design Phases not included in current scope of work and to be negotiated upon conclusion of the Schematic Design phase.
 - 1) Design Development = \$1,160,000
 - 2) Construction Documentation = \$1,740,000
 - 3) Construction Administration = \$1,740,000

5. Compensation:

- A. Treanor shall receive a maximum of **One Million, Five Hundred and Forty Thousand Dollars and Zero Cents (\$1,540,000)** from the client for Space Planning, Programing & Infrastructure Assessment and Schematic Design for both Phase 1 and Phase 2 capacity expansion outlined in the proposal. Phase breakdown below:
- i. **Phase 1** Space Planning, Programing & Infrastructure Phase (\$290,000)
 - a. Consultant fee detail:
 - 1) Architect of Record (Treanor) = \$164,430
 - 2) Civil, Structural, MEP & Low Voltage Engineer (JLA) = \$70,470
 - 3) Food Service & Laundry Designer (Camacho) = \$12,760
 - 4) Security Electronics Engineer (Latta Tech) = \$14,500
 - 5) Cost Planning (Gleeds) = \$27,840
 - ii. **Phase 1** Schematic Design Phase (\$870,000)
 - a. Consultant fee detail:
 - 1) Architect of Record (Treanor) = \$474,000
 - 2) Civil, Structural, MEP & Low Voltage MEP Engineer (JLA) = \$316,000
 - 3) Food Service & Laundry Designer (Camacho) = \$17,300
 - 4) Security Electronics Engineer (Latta Tech) = \$14,000
 - 5) Cost Planning (Gleeds) = \$48,700
 - iii. **Phase 2** Programming Planning and Schematic Design (\$380,000)
 - a. Additional 2 months required for planning and schematic design schedule to develop the phasing program and phasing schematic design scenarios. This is a Lump Sum fee to be distributed to consultants at a similar proportion to Phase I effort.
 - b. Consultant fee detail:
 - 1) Architect of Record (Treanor) = \$207,500
 - 2) Civil, Structural, MEP & Low Voltage MEP Engineer (JLA) = \$138,000
 - 3) Food Service & Laundry Designer (Camacho) = \$7,600
 - 4) Security Electronics Engineer (Latta Tech) = \$6,000
 - 5) Cost Planning (Gleeds) = \$20,900
- B. Additional Services: Fees for Additional Services shall be formatted around hourly billing rates, following the Hourly Billing Rates Table of Exhibit A.
- C. Reimbursable Expenses: It was noted in the August 29th discussion that Expenses shall be included in the Lump Sum Fee and that expenses shall not be considered reimbursable.

6. Deliverable

- A. The Final Deliverable will consist of the final Space Needs Program, Infrastructure Report, Schematic Design Relationship Diagrams, Discipline Narratives, Plans, and Cost Plan Summary into a report document. This report shall be provided to Richmond County in twelve (12) printed copies and a digital PDF file.

We greatly appreciate the opportunity to serve these needs of Richmond County. If you have any questions, comments, or concerns about this fee proposal, please do not hesitate to contact me. If this proposal is deemed acceptable, please sign and return.

Sincerely,

Accepted By:



John Eisenlau AIA
2/18/25

Owner

Principal

Treator

jeisenlau@treator.design

d 404.994.5661

c 404.860.4098

Title

Enclosures:

Exhibit A: Treator 2025 Standard Billing Rates Table



To our valued clients: The standard hourly rates quoted below are effective from February 1, 2025. Rates are subject to change based on annual review of market conditions, labor, and overhead costs. These rates apply only to projects and efforts billed on an hourly basis.

Standard Billing Rates

Effective February 1, 2025

Category	Hourly Rate
Senior Principal	\$370
Principal II	\$350
Principal I	\$290
Project Lead IV	\$260
Project Lead III	\$235
Project Lead II	\$215
Project Lead I	\$200
Designer IV	\$170
Designer III	\$155
Designer II	\$135
Designer I	\$125
Landscape Architect	\$205
Civil Engineer II	\$163
Civil Engineer I	\$125
Intern I	\$75
Admin III	\$195
Admin II	\$150
Admin I	\$115



Public Safety Committee

Meeting Date: March 11, 2025

Sole Source Vendor Approval for Aerial Truck 5 Repairs

Department:	Fire
Presenter:	Antonio Burden, Fire Chief/EMA Director
Caption:	Motion to approve a request by the Augusta Fire Department to use Elite Diesel of Augusta as the sole source vendor to make repairs on Aerial Truck 5 (AT-5).
Background:	Aerial Truck 5 (AT-5) is a critical part of the Augusta Fire Department's fleet, serving as a front-line unit. Due to its age and extensive use, AT-5 has suffered significant wear and tear, resulting in reduced performance, decreased efficiency, and reliability concerns. A recent inspection revealed critical damage to many of the engine components, compromising its functionality and leading to engine failure.
Analysis:	To expedite the repair process and ensure timely procurement of high-quality service and parts, we have chosen Elite Diesel, a local vendor specializing in large truck and engine components, to complete these repairs. Elite Diesel is the only locally authorized vendor who can perform the required work. This investment in AT-5 is essential to maintain the operational readiness of our fire fleet and ensure the safety of Augusta's citizens.
Financial Impact:	\$52,456.69
Alternatives:	None at this time
Recommendation:	To approve the Motion to approve a request by the Augusta Fire Department to use Elite Diesel of Augusta as the sole source vendor to make repairs on Aerial Truck 5 (AT-5).
Funds are available in the following accounts:	Fire Department Vehicle Maintenance account 274035120-5319140
<u>REVIEWED AND APPROVED BY:</u>	Antonio Burden, Fire Chief/EMA Director

Requisition

Dept. FIRE Date 2/13/2025
Acct. Number: 27A034110-519140

Requisition Number:
Purchase Order Date:

Appr. 

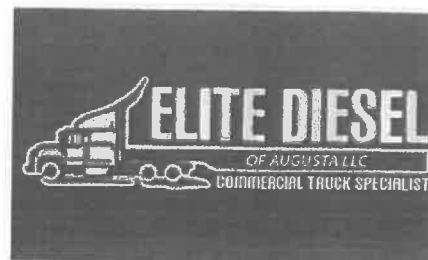
Acct. Bal.

Vendor: Elite Diesel of Augusta
Phone Number: 762-221-6976
Quoted by

Name of Bidder Name of Bidder Name of Bidder

Item No		QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	HOURS LABOR	140	\$160.00	\$22,400.00				
2								
3	SHOP FEE MISC SHOP SUPPLIES	1		\$25.00				
4								
5	SALES 4299887RX: CX BLK SHORT ISX15 13B	1		\$23,027.50				
6								
7	SALES 4299887RS: CX CORE CHARGE	1		\$4,400.00				
8								
9	SALES 4376104: CE KIT UPPER ENGINE GASKET	1		\$1,812.50				
10								
11	SALES LE14000NN OIL FILTER	1		42.39				
12								
13	COOLANT/CONCENTRATE/GALLON COOLANT/ANTI-FREEZE	6	\$19.35	\$116.10				
14								
15	ENGINE OIL	46	\$4.99	\$229.54				
16								
17	PERMATIEX 82194 PERMATIEX 82194 ULTRA GREY RIGID HIGH-TORQUE RTV	1		\$12.88				
18	SILICONE BASKET MAKER 3.5OZ							
19								
20	PERMATIEX 51813 ANAEROBIC GASKET AMKER	1		\$22.80				
21								
22	MOUNTAIN/MTN8481 2" SURFACE BLENDING DISC - MEDIUM	2	\$1.50	\$3.00				
23								
24	STL/3331 CRC/STA- LUBE ENGINE ASSEMBLY LUBE 9.50 OZ TUBE	1		\$14.98				
25								
26	FOR UNIT AT-5/215097							
27								
28								
29								
30								
31								
32								
33								
	SHIPPING			\$350.00				0
	Grand Total			\$52,456.69		\$0.00		\$0.00

Elite Diesel of Augusta
 1231 Gordon Hwy
 Augusta, GA 30901 US
 +17622156976
 elitedieselofaugusta@gmail.com



Estimate

ADDRESS

MARK COOKS
 CITY OF AUGUSTA FIRE
 DEPT
 3117 Deans Bridge Rd.
 Augusta, GA 30906

SHIP TO

MARK COOKS
 CITY OF AUGUSTA FIRE
 DEPT
 3117 Deans Bridge Rd.
 Augusta, GA 30906

ESTIMATE # 6000

DATE 02/06/2025

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	HOURS	C/A UNIT ENGINE HAS KNOCKING NOISE WHEN RUNNING ----- ----- 2015 RED KME FIRETRUCK- ----- -----UNIT # 2 --- VIN # 1K9AF428XFN058942	140	160.00	22,400.00
	SHOP FEE	MISC. SHOP SUPPLIES	1	25.00	25.00
	SALES	4299887RX : CX BLK SHORT ISX15 13B--- MUST BE ORDERED 3-5 DAYS	1	23,027.50	23,027.50
	SALES	4299887RX : CX CORE CHARGE	1	4,400.00	4,400.00
	SALES	4376104 : CE KIT , UPPER ENGINE GASKET	1	1,812.50	1,812.50
	SALES	LF14000NN OIL FILTER	1	42.39	42.39
	FREIGHT	FREIGHT CHARGE 4299887RX SHORT BLOCK	1	350.00	350.00
	COOLANT / CONCENTRATE/GALLON	COOLANT/ ANTIFREEZE	6	19.35	116.10
	ENGINE OIL	ENGINE OIL	46	4.99	229.54
	PERMATEX 82194	PERMATEX 82194 ULTRA GREY RIGID HIGH-TORQUE RTV SILICONE BASKET MAKER 3.5 OZ	1	12.88	12.88
	PERMATEX 51813	51813 ANAEROBIC GASKET	1	22.80	22.80

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		MAKER			
	MOUNTAIN / MTN8481	2" SURFACE BLENDING DISC - MEDIUM	2	1.50	3.00
	STL/3331	CRC/STA-LUBE ENGINE ASSEMBLY LUBE 9.50 OZ TUBE	1	14.98	14.98

SUBTOTAL	52,456.69
TAX	0.00
TOTAL	\$52,456.69

Accepted By

Accepted Date



Print Form

Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT)

Vendor: Elite Diesel E-Verify Number: 2069206

Commodity: Fire Truck Parts & Service

Estimated annual expenditure for the above commodity or service: \$ 52,456.69

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
- X 4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Name: Lea Rigdon Department: Fire Date: 2/13/2025

Department Head Signature: [Signature] Date: 2/14/25

Approval Authority: [Signature] Date: 2/18/25

Administrator Approval: (required not required) Date:

COMMENTS:

**Fire Department/Emergency Management Agency****Antonio Burden, Fire Chief/EMA Director**

DATE: February 13, 2025

TO: Darrell White, Interim Procurement Director

FROM: Antonio Burden, Fire Chief/EMA Director *AB*

SUBJECT: Sole Source Justification – AT-5/215097 Repairs

AT-5 is a critical part of the Augusta Fire Department's fleet, serving as a front-line unit. Due to its age and extensive use, AT-5 has suffered significant wear and tear, resulting in reduced performance, decreased efficiency, and reliability concerns.

A recent inspection revealed critical damage to the pistons, crankshaft, and cylinder head, compromising the engine's functionality leading to engine failure. To address these issues and ensure the engine's continued reliability, a complete overhaul is necessary. This will involve replacing the damaged components with new parts and performing the necessary machine work to restore the engine to optimal working conditions.

To expedite the repair process and ensure timely procurement of high-quality service and parts, we have chosen Elite Diesel, a local vendor specializing in large truck and engine components to complete these repairs. Elite Diesel is the only locally authorized vendor who can perform the required work. This investment in AT-5 is essential to maintain the operational readiness of our fire fleet and ensure the safety of Augusta's citizens by providing a reliable backup engine for emergency response.

Approval Signature:

A handwritten signature in blue ink, appearing to read "D White", written over a horizontal line.

Date:2/18/25



Public Safety Committee Meeting

March 11, 2025

Technology Fee for Probate Court

Department:	N/A
Presenter:	N/A
Caption:	Consider a request from Chief Probate Judge Stacy Y. Johnson to add a fee to the court filing fees for each civil action filed with the court.
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: Dawn Mason
Sent: Tuesday, March 4, 2025 11:58 AM
To: Lena Bonner
Cc: Judge Stacy Johnson
Subject: Resolution for Probate Court "Technology Fee"

Dear Ms. Bonner,

It was a pleasure speaking with you. As discussed with Chief Judge, Stacy Y. Johnson, the Probate Court is seeking approval of a resolution to implement a "Technology Fee". This would be a fee charged against all filers at the time of filing to be used for the enhancement of the Probate Court systems, processes and procedures for the efficiency and service to legal professionals, residents and non-residents alike, and other court costs.

Pursuant to your conversation with Judge Johnson, she would like to schedule this to be presented next week during the next Committee Meeting for the matter to be recommended for the formal meeting on March 18, 2025. As noted, Judge Johnson is eager to get this done as quickly as possible so that it can be presented to the Senate before the Session ends at the end of this month.

Kindly advise us as to what you need from us so that we can ensure that you have everything needed to assist us in this endeavor. If you have any questions, please let us know. Thank you.

Dawn Mason

Judicial Assistant to Chief Judge, Stacy Y. Johnson
Richmond County Probate Court
735 James Brown Boulevard
Suite 1000
Augusta, Georgia 30901
Direct: (706) 821-2441
www.augustaga.gov/197/Probate-Court



EX PARTE NOTICE: The Judge will not participate in any ex parte communications. If you have the need to contact the Judge via email or any other form of communication, please be sure to do so by including all interested parties (especially any opposing counsel) and the Judicial Assistant, Dawn Mason.



Commission Meeting

March 18, 2025

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the appointment of Ms. Dianne Sprague to the Augusta Tree Commission representing District 10. (Requested by Mayor Pro Tem Guilfoyle)
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: Wayne Guilfoyle <augustatile1@gmail.com>
Sent: Monday, March 10, 2025 2:09 PM
To: Lena Bonner; dasprague@gmail.com
Subject: [EXTERNAL] Tree Commission

Mrs. Bonner, Will you add for Commission Meeting : Appointment for Tree Commission Mrs. Dianne Sprague.

Thanks Wayne

[**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.]



Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title Ms.
First Name * Diane
Middle Name * C
Last Name * Sprague
Suffix
Date Of Birth * 12/25/1954
Address * Street Address
 1316 Buena Vista Road
 Address Line 2
 City Augusta State / Province / Region Georgia
 Postal / Zip Code 30909 Country United States
Home Phone * 7062843991
Work Phone
Registered Voter *
☐ District 1
 ☐ District 2
☒ District 3
 ☐ District 4
☐ District 5
 ☐ District 6
☐ District 7
 ☐ District 8
☐ None
Marital Status * Married
Education * Doctorate Degree
Race * White
Gender * Female
Occupation * retired
Interests Trees for Augusta, Pendleton King Park, Adopt a Stream

Commissions, Authorities, & Boards

Volunteer For * Augusta-Richmond County Tree Commission
 Click add below to apply for more than one board.

*

I currently have relatives working for the City of Augusta

☐ Yes☒ No

*

I currently serve on an Augusta Board, Commission, or Authority

☐ Yes☒ No

I would like to receive an email confirmation of my submission.

☒ Yes☐ No**Email**

dasprague@gmail.com



Commission Meeting

March 18, 2025

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve appointing Mr. James Stokes to the Augusta Public Transit Advisory Board representing District 7.
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 Tina Slendak
Sent: Wednesday, March 12, 2025 11:12 AM
To: Lena Bonner
Subject: Re: Transit Board

Thank you. I would like to put on the agenda to approve Mr. James Stokes for the Transit Board in District 7. I am not sure if it has to be committee first or can just go on Tuesday's regular agenda. Please advise.

He believes he has a TAlent Bank form on file. If not we can send him a link to: jstokes7474@gmail.com.

Tina Slendak
Commissioner District 7

From: Lena Bonner <lbonner@augustaga.gov>
Sent: Wednesday, March 12, 2025 10:19:48 AM
To: Commissioner Tina Slendak <tslendak@augustaga.gov>
Subject: RE: Transit Board

Good morning Commissioner Slendak

As requested.

*Lena J. Bonner
Clerk of Commission
Office of the Clerk of Commission
535 Telfair Street
Augusta, GA 30901
(706) 821-1820 - Office
(706) 821-1838 - Office Fax*

From: Commissioner Tina Slendak <tslendak@augustaga.gov>
Sent: Tuesday, March 11, 2025 9:50 PM
To: Lena Bonner <lbonner@augustaga.gov>
Subject: Transit Board

Ms. Bonner, could you forward a list of appointments on the Transit Board? Current members?

Thanks,

Tina Slendak
Commissioner District 7



Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title	Mr.		
First Name *	James		
Middle Name *	T		
Last Name *	Stokes		
Suffix			
Date Of Birth *	9/9/1974		
Address *	Street Address 2633 Perimeter Parkway Address Line 2 City Augusta Postal / Zip Code 30909		
	State / Province / Region Georgia		Country USA
Home Phone *	7622410118		
Work Phone			
Registered Voter *	<input type="radio"/> District 1 <input checked="" type="radio"/> District 3 <input type="radio"/> District 5 <input type="radio"/> District 7 <input type="radio"/> None		
	<input type="radio"/> District 2 <input type="radio"/> District 4 <input type="radio"/> District 6 <input type="radio"/> District 8		
Marital Status *	Single		
Education *	High School		
Race *	Other		
Gender *	Male		
Occupation *	Southeastern Stages Bus Station		
Interests			

Commissions, Authorities, & Boards

Volunteer For *
 Augusta-Richmond County Transit Citizens
 Advisory Committee

Click add below to apply for more than one board.



Commission Meeting

March 18, 2025

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the reappointment of Mr. Ben Morgan to the Augusta Public Transit Citizens Advisory Board (Requested by Commissioner Francine Scott).
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Commissioner Francine Scott
Sent: Thursday, March 13, 2025 8:31 AM
To: Lena Bonner
Subject: Reappointments

Good Morning Ms. Bonner,

I am reappointing the following:

Henry Middleton, Board of Assessors

Ben Morgan, Augusta Transit Citizens Advisory Committee

Please and thank you.

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AED:104.1

UPDATED 03/11/24

<u>NAME OF BOARD</u> Augusta-Richmond Board of Tax Assessors					
<u>Members</u>	<u>Term</u>	<u>Appointed</u>	<u>Effective</u>	<u>Expires</u>	<u>Dist.</u>
Renee D'Antignac	4-yr	03/05/24R	04/25/24	4/24/28	9 (22)
James W. Scott	4-yr	03/07/23R	04/25/23	4/24/27	10 (23)
Juanita L. Burney	4-yr	01/21/20	04/25/20	4/24/24	10(23)
William Mills	4-yr	04/18/23	04/25/23	4/24/27	9(22)
*Lekendrea N. Frazier	4-yr	5/03/22	05/03/22	4/24/25	10(23)
Frank Middleton	4-yr	4/25/21	04/25/21	4/24/25	9(22)

EX-OFFICIO:

Commissioner Wayne Guilfoyle

LEGISLATIVE APPOINTMENTS:

Bryan Simpkins	5/02/23	Immediately	4/24/27
Robert "Bob" O'Neal	5/02/23	Immediately	4/24/27

MEETING DATE: Second Monday of each month 4:00 P.M.

WHERE: Tax Assessor's Office

FUNCTION: Assess all real estate and personal property.

CREATED: 1973 Ga. L. p. 2813; 1974 Ga. L., p.3069;
1993 Ga. L. p. 4482

CONTACT: Renee D'Antignac at 706-821-1765

COMPENSATION: Chairman \$875, members \$625.00 per month

***Mura Dial- resigned effective May 1, 2022 and Lekendrea N. Frazier appointed to the unexpired term**



Commission Meeting

March 18, 2025

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the Augusta Commission meeting held March 4, 2025.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



COMMISSION MEETING AGENDA

Commission Chamber
Tuesday, March 04, 2025
2:00 PM

PRESENT:

Mayor Garnett Johnson
Mayor Wayne Guilfoyle
Commissioner Jordan Johnson
Commissioner Stacy Pulliam
Commissioner Catherine Rice
Commissioner Alvin Mason
Commissioner Don Clark
Commissioner Tony Lewis
Commissioner Tina Slendak
Commissioner Brandon Garrett
Commissioner Francine Scott

INVOCATION

Bishop James Johnson, Pastor, Augusta Worship Center

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

DELEGATION(S)

- A. Mr. Sean Mooney, President Irish American Heritage Society** regarding update on the 2025 St. Patrick's Day Parade from its organizers, the Irish American Heritage Society.

CONSENT AGENDA

(Items 1-20)

PUBLIC SERVICES

- 1. Motion to approve the Airport Terminal Checkpoint Modernization Work Authorization #11 Construction Administration and Construction Closeout (CA/CO) to Mead and Hunt in the amount of \$449,438.00. This item was approved by the Augusta Aviation Commission on January 30, 2025. (Approved by Public Service Committee February 25, 2025)**

Motion to approve

Motion made by Garrett and Seconded by Rice.

Voting Yea Mayor Johnson, J. Johnson, Pulliam, Rice, Mason, Clark, Guilfoyle, Slendak, C
Lewis, Scott

Motion carries 11-0

2. Motion to **approve** the **Airport Rental Car Concession Agreements to Alamo/National, Avis, Budget/Payless, Dollar/Thrifty, Enterprise, and Hertz.** These agreements were approved by the Augusta Aviation Commission on January 30, 2025. **(Approved by Public Service Committee February 25, 2025)**

Motion to approve

Motion made by Garrett and Seconded by Rice.

Voting Yea Mayor Johnson, J. Johnson, Pulliam, Rice, Mason, Clark, Guilfoyle, Slendak, Garrett, Lewis, Scott

Motion carries 11-0

ADMINISTRATIVE SERVICES

3. Motion to **approve** the purchase of two utility carts, at a total cost of \$26,986 from Mr. Golf Carts for the Richmond County Sheriff's Office. **(Approved by Administrative Services Committee February 25, 2025)**

Motion to approve

Motion made by Garrett and Seconded by Rice.

Voting Yea Mayor Johnson, J. Johnson, Pulliam, Rice, Mason, Clark, Guilfoyle, Slendak, Garrett, Lewis, Scott

Motion carries 11-0

4. Motion to **approve** utilizing the state contract (#SWC 9999-001-SPD0000183-002) for the purchase of one Chevrolet Tahoe, at a total cost of \$62,821 from Hardy Chevrolet for the Richmond County District Attorney's Office. **(Approved by Administrative Services Committee February 25, 2025)**

Motion to approve

Motion made by Garrett and Seconded by Rice.

Voting Yea Mayor Johnson, J. Johnson, Pulliam, Rice, Mason, Clark, Guilfoyle, Slendak, Garrett, Lewis, Scott

Motion carries 11-0

5. Motion to **approve** the Augusta Regional Airport (AGS) – Establishment of a Senior Executive Service (SES) position to fulfill the role of Airport Deputy Executive Director for the Augusta

Regional Airport. The position was approved by the Augusta Aviation Commission on October 31, 2024. **(Approved by Administrative Services Committee February 25, 2025)**

Motion to approve

Motion made by Garrett and Seconded by Rice.

Voting Yea Mayor Johnson, J. Johnson, Pulliam, Rice, Mason, Clark, Guilfoyle, Slendak, Garrett, Lewis, Scott

Motion carries 11-0

6. Motion to approve change order#1 - \$81,503.00 to purchase order P469373 to cover the costs of the installation of one (1) 600-amp 208VAC manual transfer switch for a portable power generator at E911 Emergency Services Department by Georgia Power. **(Approved by Administrative Services Committee February 25, 2025)**

As a companion item with the amendment of purchase order P469373, the E911 Emergency Services Department is requesting Commission approval to utilize and transfer \$81,503.00 from the E911 Fund Balance to the 2025 E911 operating budget. The fund balance usage for the amendment of purchase order P469373 to include the manual transfer switch installation is an allowable E911 reserve fund purchase per Georgia Code 46-5-134.

Motion to approve

Motion made by Garrett and Seconded by Rice.

Voting Yea Mayor Johnson, J. Johnson, Pulliam, Rice, Mason, Clark, Guilfoyle, Slendak, Garrett, Lewis, Scott

Motion carries 11-0

ENGINEERING SERVICES

7. Motion to award Bid Item 24-238 for Instrumentation to the Lowest Bidders – FLW Southeast, Inc. and Hydrocal **(Approved by Engineering Services Committee February 25, 2025)**

Motion to approve

Motion made by Garrett and Seconded by Rice.

Voting Yea Mayor Johnson, J. Johnson, Pulliam, Rice, Mason, Clark, Guilfoyle, Slendak, Garrett, Lewis, Scott

Motion carries 11-0

8. Approve the deed of dedications, maintenance agreements, and road resolutions submitted by the Engineering Department and the Augusta Utilities Department for Bellemeade Landing. **(Approved by Engineering Services Committee February 25, 2025)**

Motion to approve

Motion made by Garrett and Seconded by Rice.

Voting Yea Mayor Johnson, J. Johnson, Pulliam, Rice, Mason, Clark, Guilfoyle, Slendak, C
Lewis, Scott

Motion carries 11-0

9. Motion to increase the funding for approved RFQ #23-263: Task Order Program (2023) for Water and Sewer Infrastructure for Utilities Department (AUD) in the amount of \$6,000,000.00. **(Approved by Engineering Services Committee February 25, 2025)**

Motion to approve

Motion made by Garrett and Seconded by Rice.

Voting Yea Mayor Johnson, J. Johnson, Pulliam, Rice, Mason, Clark, Guilfoyle, Slendak, Garrett, Lewis, Scott

Motion carries 11-0

10. Motion to **approve** the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Southampton Section 10. Also, approve Augusta Utilities Department easement deed and maintenance agreement. **(Approved by Engineering Services Committee February 25, 2025)**

Motion to approve

Motion made by Garrett and Seconded by Rice.

Voting Yea Mayor Johnson, J. Johnson, Pulliam, Rice, Mason, Clark, Guilfoyle, Slendak, Garrett, Lewis, Scott

Motion carries 11-0

11. Motion **approve** supplemental funding to Cranston Engineering in the amount of \$28,550.00 for the James Brown Blvd. Streetscape Project (PI 0013707)-Phase III (Twiggs to Laney Walker) Phase III Improvements Construction Phase Services (CEI). AE / RFQ 16-216 **(Approved by Engineering Services Committee February 25, 2025)**

Motion to approve

Motion made by Garrett and Seconded by Rice.

Voting Yea Mayor Johnson, J. Johnson, Pulliam, Rice, Mason, Clark, Guilfoyle, Slendak, Garrett, Lewis, Scott

Motion carries 11-0

12. Motion to **approve** Emergency Procurement of Midco Diving and Marine Services, Inc. **(Approved by Engineering Services Committee February 25, 2025)**

Motion to approve

Motion made by Garrett and Seconded by Rice.

Voting Yea Mayor Johnson, J. Johnson, Pulliam, Rice, Mason, Clark, Guilfoyle, Slendak, Garrett, Lewis, Scott

Motion carries 11-0

- 13.** Motion to **approve** a community partnership to provide 50% of funding with the City of Augusta supplementing 50% to refurbish the landscaping and trees within the gateway of Wheeler Road from I-20 through the Bobby Jones corridor. **(Approved by Engineering Services Committee February 25, 2025)**

Motion to approve

Motion made by Garrett and Seconded by Rice.

Voting Yea Mayor Johnson, J. Johnson, Pulliam, Rice, Mason, Clark, Guilfoyle, Slendak, Garrett, Lewis, Scott

Motion carries 11-0

PUBLIC SAFETY

- 14.** Motion to **approve** the purchase of one (1) Pierce Custom Mid Mount Tower Aerial Truck, one (1)Pierce Custom 107' Straight Stick Aerial Truck, and one (1)Pierce Saber Pumper with funding from the Augusta Fire Department Fund Balance using the League of Oregon Cities (LOC) and the NPPGov Cooperative Contract. **(Approved by Public Safety Committee February 25, 2025)**

Motion to approve

Motion made by Garrett and Seconded by Rice.

Voting Yea Mayor Johnson, J. Johnson, Pulliam, Rice, Mason, Clark, Guilfoyle, Slendak, Garrett, Lewis, Scott

Motion carries 11-0

- 15.** Motion to **approve** The Lease of Old Fire Station 19, located on Sand Bar Ferry Rd, to The East Augusta Brotherhood Association and to authorize the mayor to sign all appropriate documents.**(Approved by Public Safety Committee February 25, 2025)**

Motion to approve

Motion made by Garrett and Seconded by Rice.

Voting Yea Mayor Johnson, J. Johnson, Pulliam, Rice, Mason, Clark, Guilfoyle, Slendak, Garrett, Lewis, Scott

Motion carries 11-0

- 16.** Motion to **award** RFP 24-265 Consulting Services for Augusta Fire Department Strategic Plan and authorize the mayor to sign all appropriate documentation. **Approved by Public Safety Committee February 25, 2025)**

Motion to approve

Motion made by Garrett and Seconded by Rice.

Voting Yea Mayor Johnson, J. Johnson, Pulliam, Rice, Mason, Clark, Guilfoyle, Slendak, Garrett, Lewis, Scott

Motion carries 11-0

17. Motion to **approve** renewal of existing telephone and Internet Service Provider (ISP) Contracts. **Approved by Public Safety Committee February 25, 2025)**

Motion to approve

Motion made by Garrett and Seconded by Rice.

Voting Yea Mayor Johnson, J. Johnson, Pulliam, Rice, Mason, Clark, Guilfoyle, Slendak, Garrett, Lewis, Scott

Motion carries 11-0

17. Motion to **approve** entering into a MOU with Freedom's Path at Augusta III and VA Augusta Health Care System. **Approved by Public Safety Committee February 25, 2025)**

Motion to approve

Motion made by Garrett and Seconded by Rice.

Voting Yea Mayor Johnson, J. Johnson, Pulliam, Rice, Mason, Clark, Guilfoyle, Slendak, Garrett, Lewis, Scott

Motion carries 11-0

PETITIONS AND COMMUNICATIONS

18. Motion to **approve** the minutes of the February 4, 2025 Commission Meeting.

Motion to approve

Motion made by Garrett and Seconded by Rice.

Voting Yea Mayor Johnson, J. Johnson, Pulliam, Rice, Mason, Clark, Guilfoyle, Slendak, Garrett, Lewis, Scott

Motion carries 11-0

FINANCE

19. Motion to **approve** having Administration work with the Engineering Department and bring back a plan for Reynolds and Ellis Streets becoming one way with time parking on Broad Street in 30-days. **(Approved by Finance Committee February 25, 2025)**

Motion to approve

Motion made by Garrett and Seconded by Rice.

Voting Yea Mayor Johnson, J. Johnson, Pulliam, Rice, Mason, Clark, Guilfoyle, Slendak, Garrett, Lewis, Scott

Motion carries 11-0

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

AUGUSTA COMMISSION
REGULAR AGENDA

(Items 21-27)

PUBLIC SERVICES

- 20.** Discuss cleaning up the city, regarding signs in medians, telephone poles in right-a-ways, traffic signs, grocery carts, trash, etc. **(Requested by Commissioner Catherine Rice)**

Received as information without objection.

ADMINISTRATIVE SERVICES

- 21.** Schedule a workshop date to discuss updating and revamping the Historical Preservation (HPC) Ordinance. **(Requested by Commissioner Catherine Rice)**

Motion to approve scheduling a workshop and inviting the HPC & Eric Montgomery of Historic Augusta with the Administrator's Office scheduling the meeting.

Motion made by Rice and seconded by J. Johnson

Voting Yea Mayor, Rice, Johnson, Scott, Garrett, Slendak, Guilfoyle, Pulliam, Mason

Motion carries 9-0 with Clark and Lewis out

ENGINEERING SERVICES

- 23.** Update from ISM on storm debris pickup. **(Requested by Commissioner Alvin Mason)**

Presentation made and received as information without objection.

FINANCE

- 24.** Update on the Parks and Recreation Department Audit. **(Requested by Commissioner Catherine Rice)**

Received as information without objection.

APPOINTMENT(S)

- 25.** Consider one of the following recommendations from the Augusta-Richmond County Legislative Delegation for Chairperson of the Richmond County Sheriff's Merit Board. **1) Eric Adams 2) Charlie Byrd 3) Lidia Harris**

Motion to approve 1) Eric Adams

Motion Made by Mason. Seconded by Guilfoyle

Voting Yes Mayor Johnson, Scott, Lewis, Pulliam, Rice, Clark, Slendak, Mason, Guilfoyle

Voting No J. Johnson

Motion carries 10-1

PETITIONS AND COMMUNICATIONS

26. Motion to declare and announce the appointees selected via the Mayor and Commission to serve on the Augusta-Richmond County Charter Review Committee. **(Requested by Mayor Garnett Johnson)**

Pronouncement of ARC Charter Review Committee as follows:

Mayor Roderick Pearson **1)** Dr. Lester McCorn, **2)** Angela Bakos, **3)** Marci Wilhelmi, **4)** Tanya Barnhill-Turnley **5)** Marvin Cole **6)** Virginia Cody **7)** Clarence Powell **8)** Charlie Coleman **9)** Lonnie Wimberly **10)** Steve Foushee

LEGAL MEETING

A. Pending and Potential Litigation

B. Real Estate

C. Personnel

Motion to go into Executive Session to discuss personnel.

Motion made by Mason and seconded by Rice

Voting Yea Mayor Johnson, Scott, Lewis, Pulliam, Rice, Slendak, Clark, Mason, J. Johnson, Garrett, Guilfoyle

Motions carries 11-0

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

Motion to approve

Motion made by Mason Seconded by Rice.

Voting yes Mayor Johnson, Scott, Lewis, Rice Slendak, Clark, Garrett, Mason J. Johnson

Motion carries 9-0 with Guilfoyle and Pulliam out

Meeting adjourned.

#####



Public Services Committee

March 11, 2025

Modification to taxi meters and rates

Department:	N/A
Presenter:	N/A
Caption:	Mr. Michael E. Spindler requesting modification to taxi meters and rates.
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

meetings: Second and last Tuesdays of each month – 1:00 p.m.

Item 28.

Commission/Committee: (Please check one and insert meeting date)

_____ Commission	Date of Meeting _____
_____ Public Safety Committee	Date of Meeting _____
<input checked="" type="checkbox"/> _____ Public Services Committee	Date of Meeting <u>march/11/2025</u>
_____ Administrative Services Committee	Date of Meeting _____
_____ Engineering Services Committee	Date of Meeting _____
_____ Finance Committee	Date of Meeting _____

Contact Information for

Indiv Michael Edward Spindler
Address: 3643 Walton way extension suite 2e. Augusta ga 30909
Telephone Number: 706-755-8264
Fax Number: none
E-Mail Address: paradisecabofaugusta@gmail.com

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

The state changed the tax's on the taxi cabs from 50 cent to 60. We are requesting a change to
The taxi rates to accommodate the tax's for the taxi meters. And to make small changes to the rates.
The cab rates has not had a change in rates in 13 years.

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: lbonner@augustaga.gov
	nmcfarley@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

March 18, 2025

Homeless Taskforce

Department:	N/A
Presenter:	N/A
Caption:	"Update - Homeless Taskforce " (Requested by Commissioner Jordan Johnson)
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 Jordan Johnson
Sent: Tuesday, March 4, 2025 2:43 PM
To: Lena Bonner
Subject: Agenda Requests

Hi Ms. Bonner,

Can you add to the next committee agenda,

1. "Discuss 1 East Boundary"
2. "Discuss 418 Aiken St."

These are both blighted properties; one is a business and the other is a house.

Also, can you add to the March 18th Commission agenda, "Update - Homeless Taskforce "

Thank You,

Jordan Johnson
 Augusta Commission, District 1
Finance Committee - Vice Chair
Engineering Committee - Member
Downtown Development Authority - Member
 706-564-9356
 augustaga.gov

"It's our duty to forget about ourselves and to try to make a contribution to the people we represent to make like better for them" - Former GA State Representative R.A. "Papa" Dent

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AED:104.1



Commission Meeting

March 18, 2025

Study Committee

Department:	N/A
Presenter:	N/A
Caption:	Establish a Study Committee to review and look into policies, procedures, and codes, as it relates to residential building. (Requested by Commissioner Francine Scott)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Commissioner Francine Scott
Sent: Thursday, March 13, 2025 8:44 AM
To: Lena Bonner
Subject: Establish A Study Committee

Ms. Bonner,

Please add to the March 18, 2025 Commission Meeting;: Establish a Study Committee to review and look into policies, procedures and codes, as it relates to residential building.

Thank you.

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AED:104.1



Commission Meeting

Meeting Date: March 18, 2025

AO ULI Recommendation

Department:	Administrator's Office
Presenter:	Urban Land Institute
Caption:	Receive as information a presentation by the Urban Land Institute Technical Assistance Panel on recommendations for property at 401 Walton Way.
Background:	The Urban Land Institute Technical was solicited to provide recommendations to Augusta, GA regarding property at 401 Walton Way. May 1-2, 2024, the Urban Land Institute Technical Assistance Panel came to Augusta, GA for a site visit. During this site visit they interviewed Commissioners and community members about what they would like to see at the lot that once housed the old law enforcement center. This information was utilized in coming up with their report and recommendations.
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Receive as information a presentation by the Urban Land Institute Technical Assistance Panel on recommendations for property at 401 Walton Way.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



401 WALTON WAY

Augusta, Georgia

Technical Assistance Panel | May 1–2, 2024



About

Urban Land Institute

Urban Land Institute is a global, member-driven organization comprising more than 48,000 real estate and urban development professionals dedicated to advancing the Institute’s mission of shaping the future of the built environment for transformative impact in communities worldwide. ULI’s interdisciplinary membership represents all aspects of the industry, including developers, property owners, investors, architects, urban planners, public officials, real estate brokers, appraisers, attorneys, engineers, financiers, and academics. Established in 1936, the Institute has a presence in the Americas, Europe, and Asia Pacific regions, with members in 84 countries.

ULI Atlanta

With over 1,400 members throughout the Atlanta region (Georgia and Eastern Tennessee), ULI Atlanta is one of the largest and most active ULI District Councils worldwide. We bring together leaders from across the fields of real estate and land use policy to exchange best practices and serve community needs. We share knowledge through education, applied research, publishing, electronic media, events, and programs.

ULI Atlanta Leadership

Tyrone Rachal

Urban Key Capital
District Council Chair, ULI Atlanta

Amanda Rhein

Atlanta Land Trust
Chair for Mission Advancement, ULI Atlanta

David Scott

DaVinci Development Collaborative
TAPs Committee Chair, ULI Atlanta

Daphne Bond-Godfrey

Executive Director, ULI Atlanta

Technical Assistance Panel (TAP) Program

Urban Land Institute harnesses its members’ technical expertise to help communities solve complex land use, development, and redevelopment challenges. Technical Assistance Panels (TAPs) provide expert, multidisciplinary, unbiased advice to local governments, public agencies, and nonprofit organizations facing complex land use and real estate issues in the region. Drawing from its seasoned professional membership base, ULI Atlanta offers objective and responsible guidance on various land use and real estate issues ranging from site-specific projects to public policy questions. The sponsoring organization is responsible for gathering the background information necessary to understand the project and presenting it to the panel. TAP members spend two days developing an understanding of the problem, coming up with recommendations, and presenting those findings and recommendations to the sponsoring organization.

Cover photo: An aerial view of the study site at 401 Walton Way. (City of Augusta, Georgia)

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About

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Acknowledgments

ULI Atlanta would like to thank the Augusta Economic Development Authority for inviting ULI to conduct this study. Additionally, ULI would like to thank leadership from the City of Augusta, in particular Takiyah Douse, Interim Administrator, Natascha Dailey, Executive Assistant, and Hawthorne E. Welcher, Jr., Housing & Community Development Department Director, as well as the Augusta Economic Development Authority President, Cal Wray, for the critical role each played in providing the panel with the information and resources needed to conduct this study.





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Executive Summary

Near the heart of Augusta, Georgia, a six-acre site awaits a new use. Formerly the site for the City of Augusta Law Enforcement Center, 401 Walton Way has been cleared of all vertical structures, seeded with grass, and holds space for parking by visitors to the Sheriff's new administration building to the south. The six acres are surrounded by a mix of residential uses, parks and open space, and commercial uses, the latter of which are primarily west of the site across Gordon Highway.

Leadership across the City of Augusta (the City), including elected officials and

professional staff, are eager to see a new use at the site and are hopeful that development at the site will catalyze additional development in the surrounding area.

To better understand the development potential at the study site, the City turned to the Urban Land Institute Atlanta District Council (ULI Atlanta) for guidance through its technical assistance panel (TAP) program. ULI Atlanta convened a panel of real estate professionals with the expertise needed to assist the City with next steps at the site. The panel's recommendations are summarized here and explained in greater detail in the pages that follow.



The study site is outlined by the green line. This image shows how the former criminal justice facility was positioned on the site.

Fiscal and Market Sustainability

The study site sits in the midst of several historically underserved neighborhoods. Residents are eager for a grocery store, dining options, activities, and entertainment.

The panel conducted an initial market analysis of a one-mile and three-mile radius of the site and found the market not yet strong enough to attract new retail or non-subsidized development. Retail success, in particular, hinges completely on the strength of the surrounding market, and the low buying power in the surrounding neighborhoods will be a challenge to attracting retailers to the site.

The public sector can take steps to incentivize development through zoning modifications and financial incentives. It can also take steps to support and improve the neighborhoods and residents living around the site, ultimately shifting the market and making the site more attractive to retailers and other development opportunities.

The panel was also careful to consider the fiscal sustainability of its recommendations for the site. Whether the site is used for commercial purposes or a public institutional use, the long-term viability and economic success of the enterprise should be considered from Day 1, ensuring that the site is additive to the City and not cause for future financial concern.

Process Recommendations

City leaders, neighbors, and other stakeholders all have a variety of ideas for new uses at the site. Determining the best path forward, one that meets the City's goals and the community's needs, will be a challenge, yet there are several steps the City can take to support an effective process.

- City leadership must be unified.
- The City should define the approval and incentives process early (now).
- A community engagement strategy should be used to address the near-term and long-term use of the site.
- The goals for the site and surrounding area must be defined and prioritized.
- Partnerships will be important to further the City's capacity and support the defined uses at the site.

District Concept Recommendations

The study site is in the middle of a number of notable assets, including the riverfront and its amenities, downtown, open space (parks and cemeteries), residential neighborhoods, and commercial enterprises. To maximize the potential at the site and begin to improve the market conditions that will influence future development, the panel recommends the City approach the site as part of a larger district and use a district-wide strategy to address and improve district assets. Priority should

be placed on improving connections to and along the riverfront, improving the pedestrian connections across Gordon Highway, and improving the existing open spaces, namely city parks. An economic development strategy should encourage light industrial business development in the area and support workforce training, the latter of which should support greater resident earning potential leading to a stronger future market context. Other district recommendations include land banking vacant and blighted properties until the City has the capacity to address the sites and working with community development partners to tackle housing revitalization around the area.

401 Walton Way Recommendations

The panel's recommendations for the six-acre site included near-term activations that will provide community benefits and a long-term vision for the site as a hub for innovation.

Create an innovation hub and district vision.

Working in partnership with local institutions and business partners, the City could position the site as a center for collaboration and idea incubation. Innovation centers attract ideas, energy, and entrepreneurs and educational opportunities, business counseling services, and support services can help new business owners test and develop new ideas. The hub should be developed in collaboration with the

community and would benefit greatly from a champion who will see the idea through, preferably in concert with the business community and industrial sectors.

Leverage interim activation strategies.

While the innovation hub is a long-term strategy that will take years to develop, the City is encouraged to pursue interim strategies at the site that will engage the community with programming and help meet some of the more pressing needs of neighborhood residents. With a small investment, minimal infrastructure, and strong programming partners, a variety of ideas could activate the space. From soccer to a farmers market to mini-golf, there are a host of fun activities that would work well on the site and require little if anything beyond a grassy field.

Partnerships will be critical to this work and the City may need additional support in establishing and navigating the type of public-private partnership that may eventually be required to transform the study site.

The six acres at 401 Walton Way present an interesting development opportunity for the City of Augusta. With some careful planning and with the support of strong local and regional partners, the site can be transformed—into something engaging for the community today and something transformative for the neighborhood in the years to come.

Introduction and Background

The City of Augusta, Georgia, is situated along the Savannah River across from South Carolina. For those visitors entering Augusta from South Carolina on State Road 78, also known as Gordon Highway, the former eight-story criminal justice center at 401 Walton Way, also known as the LEC (Law Enforcement Center) was one of the first recognizable buildings one passed.

The LEC, plagued from the start by water infiltration issues and other environmental challenges, was recently replaced by a new judicial center and sheriff's administration building. The LEC was demolished in 2016, and the six acres sit, awaiting new life.

To best understand the real estate, community, and economic development potential embodied in the 401 Walton Way study site, the City of Augusta turned to ULI Atlanta for assistance in charting a path forward for the site. To meet this challenge, ULI Atlanta convened a technical assistance panel comprised of real estate professionals with the expertise needed to identify the potential uses for the site, the benefits to the city and surrounding community, and the potential connections that can be made with and at the site to better serve the surrounding neighborhoods.

Following a careful review of the briefing documents provided by the City and a bus and walking tour of the site and important surrounding assets, the panel interviewed a wide range of community and business leaders, residents, representatives from nonprofit organizations, municipal staff, and

elected officials. Following these information-gathering sessions, the panel deliberated a variety of paths forward and ultimately arrived at a series of recommendations the City can consider in its future plans for and actions at the site.

Study Site Context

The study site sits adjacent to Gordon Highway and is bound by Watkins Street, 4th Street, and Walton Way. The combined six acres are clear of any structures, flat in topography, and marked only by a parking lot off Walton Way, which is currently used by the Sheriff's Department.

The neighborhoods that surround the study site have been historically underserved. The

TAP Questions

- How can the City best leverage this property to have a catalytic economic impact on the downtown/ East Augusta area?
- What type of partnership structures (public/private, joint venture, sale/ lease, City as developer, etc.) would best support the successful redevelopment of the site?
- What opportunities are possible for the site to serve as a gateway to the Augusta Riverwalk and to serve as anchor for complimentary developments?



The study site, outlined in red, sits alongside Gordon Highway and is in close proximity to downtown and the Savannah River beyond.



The panelists toured the surrounding areas, including the 5th Street bridge, the neighboring cemeteries, and the riverfront.

area median household income within one mile of the site is \$22,000, residents long for proximate grocery and food options, and the public facilities (represented by May Park and the Community Center) are in dire need of the budgeted upgrades and renovations.

The surrounding neighborhood is comprised of a mix of residential uses, small-scale commercial uses, and open space in the form of May Park and two cemeteries.

- A six-block radius of the site contains downtown Augusta, with its restaurants and retail, the riverfront, Riverwalk trail system, 5th Street pedestrian bridge, the James Brown Arena, the state fairgrounds, and Dyess Park.
- A two-mile radius of the site includes the City's thriving medical district, the Georgia Cyber Center, and the Olde Town, Laney Walker, and Bethlehem neighborhoods, each of which hold historical significance and are important African-American communities in Augusta.

The site is easy to access through an effective grid-based roadway system, and sidewalks are found throughout the neighborhood. Gordon Highway is used by a considerable number of automobile commuters, giving the site interesting visibility.

The panel conducted an analysis of the site's strengths, weaknesses, opportunities, and threats, which can be found on the following page.

What the Panel Heard

Stakeholders included 30+ municipal staff and officials, business leaders, community members, and more.

- Passion for and deep community history
- Concerns about a food desert
- Lack of affordable housing
- Pollution (past and present) concerns
- Traffic speeds and rail line crossings
- Crime and perceptions of crime
- Impacts of an unhoused population
- Challenges around public school quality
- City development processes are lengthy
- Potential or perceptions of water and environmental issues at the site
- High visibility and good roadway access
- Good access to downtown, cyber center, and Fort Eisenhower job centers
- Need more job opportunities in the area
- Would like restaurants and entertainment options
- Would like more retail, including home improvement big box options
- Need things for kids/teens to do
- Would like more housing, including deeply affordable to market-rate
- Need better connections to the river, downtown, and other open spaces

STRENGTHS

- Location
- Cleared and consolidated land
- Highly visible
- Good condition
- Publicly-owned
- Utilities are in place
- Proximity to May Park, downtown, historic neighborhood, Riverwalk, Sherriff's station, cemetery (green space)
- Street grid is good with great automotive access
- Straight path to North Augusta, Fort Eisenhower, and downtown
- Decent traffic counts
- Blank canvas
- Regional job market
- Strong and organized community leaders

WEAKNESSES

- High water table
- Environmental conditions / abatement are unknowns
- Perceptions of ongoing pollution in the area
- Lack of diversity in area demographics and low-income households
- Low density/rooftops
- Roadway speed and safety
- Crime perceptions and unknowns
- Low development activity in area

OPPORTUNITIES

- Opportunity to address some of the community's social issues
- Proximity and ability to connect to job centers (medical center, fort, cyber center), downtown, Riverwalk
- Other city-owned and land bank properties that could connect into something larger
- Within federal opportunity zone (participation window is closing)
- Hub for medical education with the nearby medical and dental campuses
- Housing prices provide affordable options for buyers
- Socio-economic growth
- Workforce development in cyber and medical in particular

THREATS

- Challenging market conditions
- Competing interests for the site
- Competing public interests
- Community priorities may not align with civic leadership priorities
- Community wants not aligned with market realities
- Weak school district
- Fiscal and funding challenges
- Lack of public incentives
- Inexperience with P3 development
- Capital markets are not supportive
- Housing prices are not indicative of a strong market
- Displacement

Fiscal and Market Sustainability

Market Context

To better understand the development potential for the site and its related economic outlook, the panel conducted an initial market analysis. Potential retailers are looking for aggregate income, which is comprised of the number of households multiplied by their spending power. Added to this figure is the spending power of those working and/or visiting the area. The following information outlines the buying power found in the areas surrounding the study site.

Local market area, one-mile radius. Within a one-mile radius of the site, the panel found the trade area to be relatively low in household and population density. The incomes in this one-mile radius are also low relative to the broader metropolitan area.

Median household incomes within one mile of the study site hover around \$22,000 annually, and 87 percent of households within one mile earn less than \$50,000 annually.

The one-mile radius captures one-half of downtown Augusta, but there are few businesses or job opportunities in the blocks immediately surrounding the study site.

Local market area, three-mile radius.

Within a three-mile radius of the study site, the median household income is \$33,000 annually. By way of comparison, across the metropolitan area, the median household income is \$55,000.

Within this broader, three-mile geography, there has been very little new development activity in the last 20 years. The area is marked by high commercial vacancies and relatively low commercial rents.

Retail Forces

Retail success hinges on the strength of the trade area surrounding a store. National retailers—such as Publix, CVS, Five Guys, Wendys, Advance Auto Parts, and more—are very good at market analysis and will study the potential trade area in depth before considering a new location.



Overall Construction Summary

All-time annual average SF:

23,656

Delivered SF past 8 quarters:

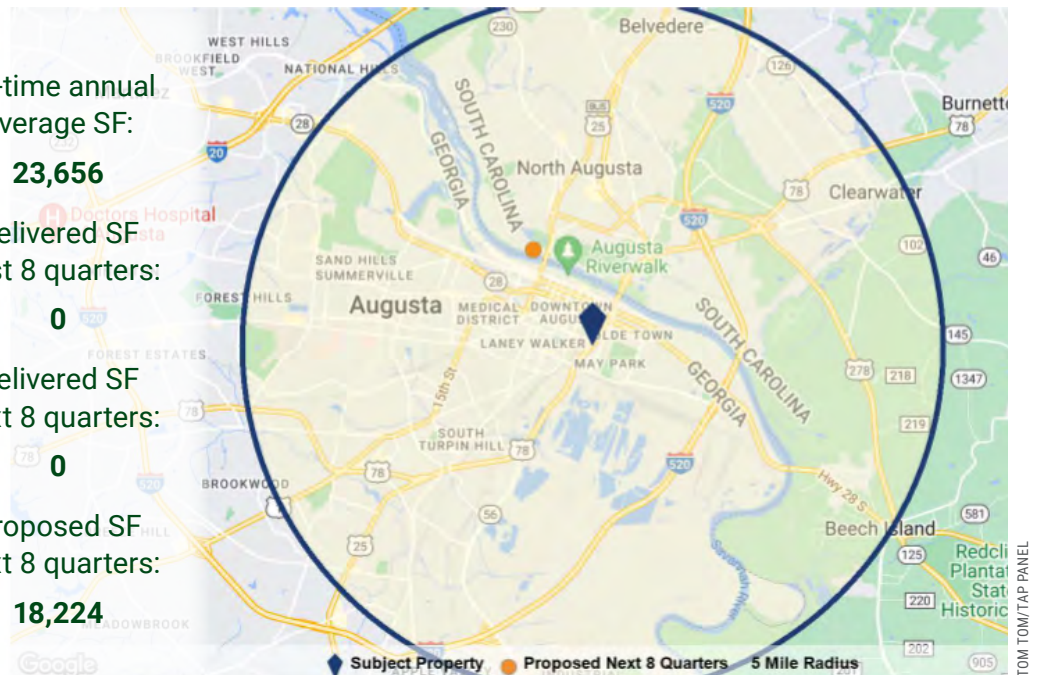
0

Delivered SF next 8 quarters:

0

Proposed SF next 8 quarters:

18,224



The Adjustable Spray Nozzle

a metaphor



With development and redevelopment it can be hard to get market forces to produce desired outcomes without some sort of pressure driving that outcome. Think of this like an adjustable spray nozzle.

With strong water pressure, a spray nozzle can be turned in any direction, creating a variety of spray projections for a variety of uses.

With weak water pressure, all of the nozzle options will produce the same dribble of water regardless of the option selected.

With no water pressure, no matter how hard the nozzle is squeezed and no matter the spray option, nothing will come out.

Moral:

It does not matter what you want if there is not something—market forces, demand, public investment, partnerships, incentives—providing pressure.

Public sector influences. Outside forces—elected officials, staff, developers, and planners—cannot direct that a certain type or brand of business enter a market or move a location, yet there are steps the public sector can take to help encourage the type of development it would like to see and begin to shift the underlying market dynamics, making a site more attractive over time to outside investment.

- Municipal zoning can be used to guide development to a small degree by limiting a site to certain uses.
- Investments and incentives can help improve the market economics and financial performance of a site.
- Partnerships between the public and private sectors can also be used to strengthen the economic proposition of a development as the partnerships can often signal the commitment of the parties to the development's success.

Retail customer base considerations.

Retailers, both those currently in the market and those considering entering, work diligently to understand their customer base and turn to the following populations and demographics to better define the surrounding market

- People or households who live near the business—individuals and households—and the amount of money they are likely to spend on retail purchases (based on existing data).

- People who work at nearby businesses.
- Businesses that are located near the subject business location.
- People who drive by the business.
- People who make a point of traveling to the business location.

Item 31.

Fiscal Sustainability

Throughout its evaluations, the panel carefully considered the potential fiscal sustainability of any improvements to the site. The following questions helped frame the panel's deliberations.

If it is a commercial use:

- Is the use market-feasible?
- Will the use require a subsidy, abatement, or assistance to operate?
- Where will operating funding come from?
- Will the end-user be able to operate profitably?

If it is a public institutional use:

- What is the source of construction and development funding?
- What organization will manage ongoing operations?
- Where will operating funding come from?
- Is realistic that the source of operating funding will remain viable long-term?

— Process Recommendations

The redevelopment of the study site will benefit from unified City leadership. The demolition of the former LEC building was a lengthy process and the community had front-row seats, witnessing the challenges city leaders faced in working through the issues and finding resolution. Now that the site is clear, the City is interested in identifying a path forward that will serve the immediate neighborhood while also benefiting the broader community, which can be a challenging balance to strike. Effective and unified leadership will be critical to any successful redevelopment and key to community and market acceptance.

Leadership must be unified. Elected leaders and municipal staff will need to work together to provide the best service, vision, and leadership for the community. Being able to speak with one voice when developers come knocking on the City's door will serve the community well and help assure the developer that the site is worth their investment.

ULI's UrbanPlan program, with a one-day workshop designed for public officials and municipal staff, can help bring the team together through a simulation of the development process in a no-stakes environment where everyone is positioned equally and no one person has the only correct answer. Urban Plan informs and creates space for leaders to explore the challenging conversations and development decisions the City is facing.

Define the incentives and approval processes. The City's development review and approval processes would benefit from a review and evaluation in order to identify potential efficiencies and reduce pre-development friction where possible. The City is encouraged to also clearly define the incentives it has to offer for development to ensure clarity for developers and businesses entering the market. This clarity will also assist in communications and interactions with the community as development at the site begins to take shape.

Employ a community engagement strategy. The community is eager for information and an opportunity to participate in shaping their neighborhood's future. The panel encourages the City to conduct robust community engagement, making sure to include young community members, through the following initial steps.

- Define stakeholder groups beyond those who regularly opt into City conversations. Recognize the range of voices and perspectives that should be involved.
- Solicit development input from all of the stakeholder groups, meeting them where they are, both physically and with proper information, and providing ample opportunity for feedback and new ideas.
- Build community consensus in a manner that makes good sense for the community and still satisfies the City's need to be fiscally sustainable. Not everyone will be happy with each decision, but consensus should remain the goal.

- Develop a shared vision in partnership with the community. The work at the site and around town is for the community; ensure that they are shaping the vision with the City rather than having City officials and staff determine it for them.

Define goals and prioritization. By exploring all of the stakeholder input and finding consensus, the City can then identify the potential options available to make the agreed-upon vision a reality. Community and City priorities will need to be weighed against all of the possible outcomes. With that evaluation complete, the City should be able to formulate an executable plan based on market realities and fiscal sustainability. That plan can then be shared broadly and frequently with the community, ensuring that the communication channels remain open and that the process is transparent.

Partnerships are critical. There is much work to be done, both at the study site and across many of the City's other real estate assets. By seeking and engaging partners in the work—whether that is other public-sector partners like Richmond County and the Georgia Department of Transportation, for-profit partners like Augusta National Golf Club, or private real estate developers—the City can amplify its impact, elevate the improvements, and stretch its capacity (both human resource and finance) further than it could by operating alone.

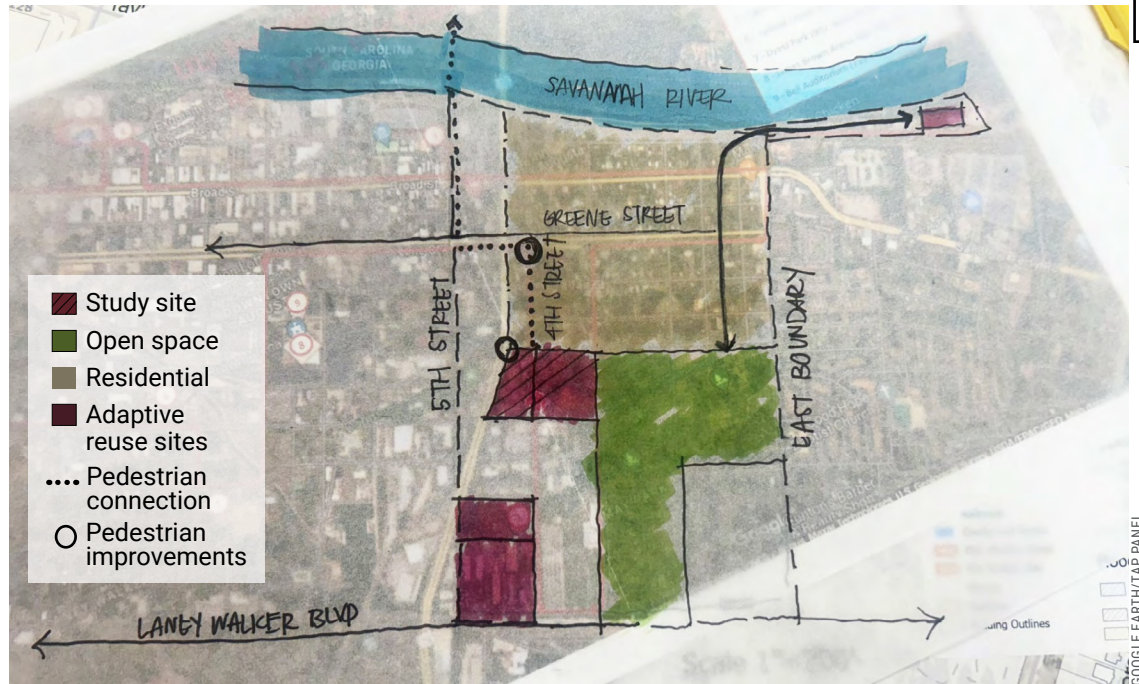
District Concept Recommendations

Incremental District Strategies

Through the tour of the study site and surrounding area, the panel identified a number of additional City assets that, while proximate to the site, remain unconnected and, in some cases, unimproved. In most cases, these surrounding assets have the potential to create the type of impact the City hopes to see at the study site, yet require far less in terms of intervention, investment, and market support.

Before launching into work at the study site directly, the panel recommends an incremental approach to improving the district around the site. Through this approach, it might be possible to create stronger market/private sector interest in the broader area and thus require less public sector intervention and support. The following steps support the improvement of the district.

- **Update the Riverwalk pedestrian and bicycle trail system** east to Boat House, and extend the trail west to the 5th Street Bridge and beyond to the Riverwalk Marina and Park.
- **Re-envision May Park** beyond the upcoming \$2.2 million refresh. This park is central to a number of neighborhoods and, when combined with the adjacent cemeteries, represents a significant green and open space for the City that could be used more actively.



Connections across the area, to the river, the open space, downtown, and the surrounding neighborhoods, are important to the near-term and long-range vision for the study site.

- **Program the neighboring cemeteries** by inviting the public to visit for history tours, wellness activities, and more. These are beautifully open green spaces with rich and interesting histories that should be amplified and repositioned as places to cherish as an Augustan.
- **Encourage light industrial business development** in the surrounding area and particularly in the neighborhood to the south. The existing brewery is a popular food and beverage asset that could attract additional similarly situated businesses (creating a brewery district or other fun food and beverage attraction).

These light industrial spaces can also become compelling and affordable makerspace and business incubator locations.

- **Invest in workforce training** to help lift up the residents in the neighborhoods surrounding the study site. Increasing the workforce participation and earning potential of the surrounding residents will have a positive impact on the market context that will influence future development. The former neighborhood school building could be a prime location for a workforce development operation.

- **Identify opportunities for public art** beyond the fantastic work just completed on the 5th Street Bridge. The murals along the bridge are a wonderful addition to the hardscape and do a good job of encouraging exploration. Consider leveraging those murals as a starting point, connecting to other public art installations along the Riverwalk, across downtown, or to other notable or historic locations across the City.
- **Land bank vacant and blighted properties** until the City has the capacity to make measurable improvements on the sites or until they attract market interest. Blighting property can be controversial, so the City will need to take care to move transparently and in communication with the surrounding community. Removing problem vacant buildings from the streetscape, particularly dangerous or derelict buildings, can help improve how residents, visitors, and developers view a street and perceive a neighborhood.
- **Work with community partners to revitalize housing.** The City is home to both community housing development organizations and community development corporations that are working every day to revitalize housing in the City's neighborhoods. By working with these organizations to strategize areas of improvement and deploy incentives or development tools to assist with those efforts in concert with the City's vision, a broader impact can be achieved.
- **Approach GDOT about pedestrian crossings** on Gordon Highway. Running along the western boundary of the site, the state-managed Gordon Highway has three lanes in each direction. It is a fast and wide thoroughfare to cross and is intimidating to pedestrians and bicyclists. Adding clear and safe crosswalks to the roadway will assist in bridging western businesses (restaurants and the brewery) with the residents to the east.

Case Study

Plant Riverside District Savannah, Georgia



TERRY ALLEN

The City of Augusta could look to nearby examples of successful riverfront developments such as the Plant Riverside District that anchors the northwest corner of Savannah's historic urban core. Situated on a 4.5 acre formerly industrial site spanning more than 4 city blocks, the historic Power Plant, constructed in phases between 1912 and 1953, is the development's centerpiece. The project has created a dynamic mixed-use district with a focus on dining, music, retail, education, and hospitality, woven into the city as an extension of the renowned Oglethorpe Plan, and home to the city's first and only monument to Dr. Martin Luther King, Jr. Plant Riverside connects key rights-of-way from the oldest wards of the city to the riverfront, re-establishing public access that had been lost for over 100 years.

The historic district hosts approximately 14 million visitors annually. Plant Riverside includes over 670,000 square feet of new mixed-use space including the historic power plant and twelve new buildings, 1.5 acres of new parks, plazas and public spaces, and 1,100 linear feet of new public river walk; creating the most significant expansion of Savannah's urban core in modern history.

From [ULI.org](https://www.uli.org/), 2021 ULI Americas Awards for Excellence.



The murals along the 5th Street Bridge are wonderful examples of how public art, in this case created by local artists, can create a lively and engaging atmosphere, encouraging exploration of the pieces, understanding of the history of the place, and creating a sense of awe for the talent on display.

401 Walton Way Recommendations

An Innovation Hub and District Vision

The panel's recommendations for the study site centered around the creation of a district-wide vision that would be anchored by the redevelopment of 401 Walton Way. While a district-wide vision will take time to realize, it has the potential to create the kind of catalytic change over the long term that the City seeks.

Create an innovation hub. Across the country, innovation centers are being built to attract ideas, energy, and people with the drive to see a new business idea through. By offering educational opportunities, business counseling services, and other professional support services, an innovation hub in the city can offer new business owners the opportunity to test and develop new ideas in a space with low barriers to entry and a built-in support system. These facilities and campuses often become fantastic networking hubs as well, with entrepreneurs regularly interacting with service providers and one another, sharing ideas and finding ways to collaborate.

Working in partnership with local educational institutions and/or regional business partners, an innovation hub is one example of a community program that could be housed at the site. By using broad parameters to establish entrepreneurial participation, the site can become the place where new business ideas percolate, entrepreneurs access resources, and new enterprises can develop and grow.

Collaborate with the community.

Community collaboration, starting in the early days of the innovation hub planning, will be important to support community acceptance and enthusiasm for the venture. Creating opportunities to engage with, seek ideas from, and invite the community to participate meaningfully can help ensure that the surrounding neighbors understand and support the work at the hub—and feel welcome to build out their own business ideas there as well. Gentrification and displacement will be ongoing concerns and early planning and intervention can help push against those unwelcome forces.

Identify a champion. While the City may be tempted to take on the development of such a project, a venture of this kind is best led by

an organizational champion outside of City government. Educational institutions with strong business instruction make good partners as do economic development agencies with strong ties to the business community and industrial sectors.

Interim Activation Strategies

While the long-term plans take shape, the panel recommends the City pursue an interim or range of interim strategies for the study site. These interim actions will help cultivate community interest in and care for the site and will leverage the proximity of 401 Walton Way to May Park.

Program the site with partners. 401 Walton Way is a blank slate ready for a new



The wide open expanse of the site would be good for youth soccer games.

narrative. Its days as a justice center a long passed and its adjacency to May Park and the community center position it as a wonderful gathering place. With a small investment, minimal infrastructure, and strong programming partners, any of the following ideas could come to life on the site, each bringing a sense of energy, enthusiasm, and well-being to the area.

- Exercise in the park – be that youth soccer leagues or pick-up games for adults, the wide and flat expanse of the site is ripe for ball striking and running. Other exercise regimes—like boot camps, tai chi, yoga, and kickball—would also work well on the site as interim uses and require little if anything beyond a mowed grassy plain.
- Urban farm and/or farmer’s market – the area has a rich agricultural production history that continues today through

groups like Augusta Locally Grown. A partnership with that organization or others could bring a community garden, urban farm, or a regular farmer’s market to the site, which could help alleviate some of the angst some neighbors feel at the lack of a grocery store in the immediate vicinity. This fresh food pursuit could actually serve as a precursor to a grocery store moving to the neighborhood, essentially testing the market and building a case for the private-sector investment.

- Movie night or other entertainment – with a big screen and quality projector, neighbors could be invited to bring a picnic blanket or camp chair to the site for a fun movie night or community performance. These types of gatherings work well for neighbors of all ages and the scene it creates—lots of people lounging, picnicking, and enjoying the

festivities—can be quite compelling, drawing others to the site to see what the buzz is about.

- Mini-golf course – in partnership with Augusta National and with some grant funding, the City could create a family-oriented pop-up park featuring food, family programming, and mini-golf that shares the excitement of the Masters with the broader community. A little Astroturf, trees in containers, sun canopies, and picnic tables could welcome all ages to play. With an ice cream truck or food trucks visiting occasionally, little else would be needed. Area teens could be paid to help manage the course and hand out clubs and balls. This scenario could create good public relations for Augusta National and the broader golf community and provide a good, low-impact use of the site for the benefit of neighborhood kids.



Movies, mini-golf, and temporary market stands would provide engaging activities for the surrounding community and help activate the site.

Partnerships

The importance of partnerships bears repeating. There is great potential at the site, but the site will also eventually require the type of development attention and activation beyond what the City is prepared for or has the capacity to provide. Public-private partnerships (P3s) are used across the country to bring municipalities and other public sector organizations to the table with private development to jointly realize projects that are designed with a clear public benefit. The following organizations can share best practices in P3 formation, organization, and operation:

- [Purpose Built Communities](#)
- [US Department of Commerce](#)
- [Strong Cities, Strong Communities](#) (SC2 Initiative)
- [PATH Foundation](#)

The City is also encouraged to explore the possibilities of partnering with any of the following organizations, any of which could help to change the narrative of and activate the site:

- Faith-based organizations
- [Augusta Locally Grown](#)
- [Augusta Arsenal Soccer Club](#) and [Soccer in the Streets](#)
- [Augusta National Golf Club](#)
- [Community Change](#)
- [Focused Community Strategies](#)

In any potential development scenario, the

City is strongly encouraged to create a neighborhood advisory committee to liaison between neighborhood residents and municipal staff and leadership. Open and active lines of communication and collaboration will help support the

acceptance and embracing of the interim uses at the site and can build community ownership and stewardship in the success of the broader and longer-term vision for 401 Walton Way.

Public Private Partnerships

From [Successful Public/Private Partnerships from Principles to Practices](#): Whereas markets in some regions have recovered completely, others are still struggling. But everywhere, public-private partnerships (PPPs) have become critical to enabling the transformations that are taking place in our urban environment in both primary and secondary markets, using new methods of financing from a variety of sources, including significant foreign investment.

At the same time, new challenges face a public sector with diminished resources. These challenges require a collaborative effort by the public and private sectors to effectively use the resources and skills of each to shape and carry out developments that respond to these challenges. Neither sector can accomplish this task alone; hence, PPPs in development, infrastructure, and public facilities are a continuing necessity.

PPPs were initially considered “creative alliances” formed between a government entity and private developers to achieve a common purpose. Over the past ten years and in the future, the need for these creative

FIGURE 3-1
Elements of a Successful Project



alliances is expanding in three broad areas: (a) to facilitate the development of a real estate asset to achieve greater benefits for both the public and private sectors; (b) to develop and ensure the maintenance of critical infrastructure; and (c) to design, build, operate, and maintain public facilities, all in the service of the goal of building sustainable, healthy, and resilient communities.

For more information about public-private partnerships, see [Ten Principles for Successful Public/Private Partnerships](#) and [Successful Public/Private Partnerships from Principles to Practices](#).

Key Takeaways

The demolition of the highly visible justice center at 401 Walton Way has cleared a path for new development, new life, and a new narrative for the six-acre site.

As the City and the community consider the site and a myriad of potential uses, there is much that remains on the City's priority list that may, and the panel suggests should, take precedence over the Walton Way property. By establishing a district-wide vision, one that includes the study site but also extends to the river and neighboring assets (park, open space, and commercial enterprises), improvements in one area, when effectively connected, can help lift up other areas and create a more marketable and economically viable project site.

The long-term vision for an innovation hub at the site has real potential and should be explored by the City and its partners. This pursuit will further activate the site, perhaps building on the interim site activations, and create a nexus for new ideas, entrepreneurial ventures, and community engagement.

The investments in this neighborhood and those immediately surrounding it are long overdue. As eager as the City and its residents are to push development to the study site and see activity there, the market needs time and careful cultivating in order to best support and sustain economic activity at the site. The panel's recommendations, beginning with near-term activations executed with a long-term vision, should be the solid foundation the site needs.



About the Panel



Jonathan Gelber, AICP

**Panel Chair
Vice President,
Bleakly Advisory Group**

Jonathan Gelber is a real estate, planning and market analysis consultant with the Bleakly Advisory Group in Atlanta. Since 2008, he has specialized in consulting for public and private clients in areas where real estate, public policy, and public finance overlap.

Recently he has had the pleasure of working on the several major urban revitalization projects, including the Atlanta's iconic BeltLine initiative, the long-term redevelopment of several aging regional malls, the reactivation of suburban town centers and transit-oriented development projects. He also works as a development advisor, helping cities and counties work with private-sector developers to execute complex mixed-use redevelopment projects with complicated public-private partnership structures.

Prior to joining Bleakly, Jonathan was a Senior Planner for the City of Atlanta's Department of Planning and Community Development where he was responsible for managing long-range planning studies, economic development, and special projects.

Before that he worked as an urban planner and consultant in Atlanta and Portland, and as a transportation and transit planner with the City of New York and the State of North Carolina.

He has a master's degree in real estate from Georgia State University, a master's degree in urban planning from Columbia University, and a BA in Art History from Reed College. He has now returned to Georgia State University to teach Applied Real Estate Market Analysis at GSU's graduate business school.

He is an active member of the American Institute of Certified Planners, the American Planning Association, the Georgia Planning Association, and the Urban Land Institute.

Audra Cunningham

**Executive Vice President and Chief
Administrative Officer
T. Dallas Smith & Company**

Audra is the Executive Vice President and Chief Administrative Officer at T. Dallas Smith & Company. As the firm's first female senior executive, she is responsible for leading the expansion of the company's national tenant representation brokerage division, talent development and recruitment while overseeing the firm's administrative operations. Audra is a senior real estate executive who transitioned into tenant representation following a 23-year career in telecommunications including time with BellSouth and Earthlink. She performed in several senior management roles, including call center management, marketing, product management and national special projects. Audra began her career as a tenant rep broker in Atlanta during the heart of the 2008 recession. She was recruited to join JLL in Washington DC in 2010 where she built a client base of law firms, non-profits, government contractors and corporations. Subsequently, Audra was recruited by CBRE and Newmark Knight Frank where she represented clients between Atlanta and Washington DC. Prior to joining TDS&Co, Audra worked with Physician's Realty Trust (REIT), where she was responsible for leasing over three million square feet of medical office space throughout the Southeast.

Natalie Jones

**Project Manager, BeltLine Business
Solutions Office
Atlanta BeltLine**

Natalie Jones is a dynamic leader at the forefront of fostering economic growth and community development in Atlanta. As the head of the Atlanta BeltLine's Business Solutions Office, Natalie drives the strategy for providing tailor-made services to businesses scaling across the expansive 22-mile BeltLine Planning Area. Before taking on her current role, Natalie led the development and execution of the BeltLine's workforce strategy, recognizing the critical link between workforce development and the city's overall economic success. Additionally, she managed the Business Façade pARTnership Grant program, harnessing the creative potential of local artists and makers to uplift businesses in equity target areas. Prior to her contributions to the BeltLine, Natalie made significant impacts as the manager of global programs at the Metro Atlanta Chamber. In this capacity, she played a crucial role in enhancing Atlanta's position as a global business hub. By providing specialized services to foreign-owned companies, integrating mergers and acquisitions into a regional foreign direct investment strategy, and fostering strategic partnerships with the Consular Corps and bi-national chambers of commerce, Natalie facilitated international business collaborations and bolstered Atlanta's standing on the world stage. Beyond her professional achievements, Natalie is deeply committed to her community. She has actively served on the boards of several organizations, including the Atlanta International Arbitration Society (AtIAS),

Atlanta Regional Commission's Millennial Advisory Panel, and the Atlanta BeltLine's AB67. Additionally, she remains an active member of the Junior League of Atlanta and dedicates her time as a mentor, supporting and guiding college-aged women in their personal and professional pursuits. Natalie holds a degree from Georgia State University and is a graduate of LEAD Atlanta, an intensive leadership development and community education program that nurtures the potential of young professionals throughout Metro Atlanta.

Wole Oyenuga

Co-Principal

Urban Oasis Development

Wole Oyenuga is Co-Principal of Urban Oasis Development and President of construction partner Sims Real Estate Group. Mr. Oyenuga has been intimately involved in all aspects of the Urban Development process including the acquisition, design, construction, and selling of residential real estate. He has over 2 decades of experience managing projects of various sizes and is also a licensed contractor in the state of Georgia. Wole has a keen interest in creating innovative, diverse, and mixed-income neighborhoods by using real estate development to solve many social and economic issues. He has pioneered some of the first net-zero ready housing in Georgia. He has also played a key role in creating replicable models of affordable, for-sale housing in the city of Atlanta. Currently, he is part of the team working on a 22-acre pedestrian-centered, catalytic mixed-use development in Southwest Atlanta. With over 25 years of

experience in real estate, construction, and business leadership, he brings a wealth of knowledge to the project which aims to create a community that deemphasizes personal vehicles and is simultaneously close to a public transportation hub. Wole Oyenuga has a BS in Mechanical Engineering/Business Management from Carnegie Mellon University and a MS in Manufacturing Systems Engineering with an emphasis on Product Design and Development from Stanford University. Wole is a 2017 graduate of the Urban Land Institute's prestigious Center for Leadership. He is also a graduate of the inaugural Westside Community Builder's program.

Sara Patenaude, PhD

Development Director

Decatur Housing Authority

Dr. Sara Patenaude has been an affordable housing researcher and advocate since 2012. In her current role as Development Director for the Decatur Housing Authority, Sara manages development projects and sources new development opportunities for low- and moderate-income families in the City of Decatur. Her previous experience includes developing and preserving affordable housing and Permanent Supportive Housing, creating comprehensive city and county housing strategies, and providing input into affordable housing needs for communities across the southeast. Sara has a PhD in Urban History and a Certificate in Planning and Economic Development from Georgia State University, where she studied affordable housing policy. Sara volunteers her time as Co-Chair of the

HouseATL Rental Housing Preservation Working Group, Vice President of Communication for the Atlanta Women's Affordable Housing Network, and Clerk of the Board of Trustees for the Friends School of Atlanta. She also serves as an advisor for community groups advocating for affordable housing and supporting our unhoused neighbors.

Laura Richter

Associate and Project Manager

TSW

Laura is an Associate and Project Manager in both the planning and architecture studios. Laura's projects focus on strengthening urban fabrics, connectivity, and detail-oriented architecture. She works with communities and developers to create solutions that enrich the environment while promoting active and healthy living. Since joining TSW in 2013, Laura has designed and managed a variety of building projects including: mixed-use, missing middle residential, commercial, public buildings, and historic renovations. She has also managed many planning efforts with both public and private development clients. Laura is a three-time Georgia Tech graduate. She graduated with Honors in the undergraduate Bachelor of Science in Architecture program, followed by obtaining Master of Architecture and Master of City and Regional Planning degrees in 2013. She is also a 2022 graduate of the Urban Land Institute Center for Leadership program for the local Atlanta Chapter.

Harvey Rudy

Partner

Greenstone Properties

Harvey Rudy currently oversees all aspects of the development process for Class A mixed-use, office, hotel, medical and other commercial real estate projects. Areas of responsibility include all areas of the entire development process including project vision, site selection, overall leasing and marketing efforts, debt and equity capital sourcing and structuring, as well as overall design / engineering team leadership and executive level project management. He has completed well over \$1.2b in project values representing over 4.1+ million square feet of Class A properties.”

Rainey Shane

Co-Founder and Chief Executive Officer
SEAM, Inc.

Rainey Shane is the Chief Executive Officer of SEAM, Inc., a non-profit organization that specializes in embedding social equity in commercial real estate through the use of the Social Equity Assessment Method (SEAM) Standard and certification framework. Rainey co-founded SEAM, Inc. and played a crucial role in developing the standard and framework. SEAM is a standard that addresses the social impacts of commercial real estate projects, similar to the way LEED Certification tackles climate change. SEAM certification aims to minimize negative impacts while maximizing opportunities for positive impacts and sustainable outcomes that contribute to long-term systemic changes in diversity, equity, inclusion, human rights, and prosperity. Before her current role, Rainey was the Director of Social Sustainability for North America at JLL, where she led social sustainability consulting services. Her work focused on social impact strategy for commercial real estate and was instrumental in aligning commercial real estate projects with clients’ social sustainability goals. Prior to founding the SEAM non-profit and launching the JLL Social Sustainability practice, Rainey established and grew the Adaptive Reuse practice for Project and Development Services’ Southeast Central region for JLL. Her passion for adaptive reuse strongly influences her work within the social impact space as they are so closely related.



Commission Meeting

Meeting Date: March 18, 2025

AO Marshal's Office Salary Request Update

Department:	Administrator's Office
Presenter:	Administrator Tameka Allen
Caption:	Update on the Marshal's Office salary increase request.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Update on the Marshal's Office salary increase request.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

Meeting Date: March 18, 2025

AO Blythe Mutual Aid Debris Removal

Department:	Engineering and Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Motion to approve the Memorandum of Agreement between Augusta, Georgia and the City of Blythe, Georgia Regarding Removal and Disposal of Debris related to Hurricane Helene.
Background:	At its October 15, 2024, meeting, the Augusta Commission approved an Intergovernmental Agreement (IGA) with the City of Blythe. The IGA called for Augusta and its contractors to remove Hurricane Helene-related debris from roadways within the geographic boundaries of Blythe. The IGA stipulated that Augusta would conduct removal efforts for 90 days, after which Blythe would be responsible for the remaining debris. Augusta would have been eligible for FEMA reimbursement for its efforts on Blythe roads.
Analysis:	FEMA has requested that Augusta and Blythe execute a new mutual aid agreement for debris collection. The proposed agreement is retroactive to the start of debris collection. It allows Augusta to continue collecting debris on Blythe roads and in Blythe's parks through completion. Blythe will be responsible for seeking FEMA reimbursement for these activities. Blythe will reimburse Augusta for all costs incurred.
Financial Impact:	Blythe will reimburse Augusta for all expenses related to debris collection in Blythe, including any expenses not reimbursed by FEMA.
Alternatives:	
Recommendation:	Approve the Memorandum of Agreement between Augusta, Georgia and the City of Blythe, Georgia Regarding Removal and Disposal of Debris related to Hurricane Helene.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND</u>	N/A
<u>APPROVED BY:</u>	

**MEMORANDUM OF AGREEMENT
BETWEEN AUGUSTA, GEORGIA AND
BLYTHE OF BLYTHE, GEORGIA**

REGARDING REMOVAL AND DISPOSAL OF DEBRIS

This Memorandum of Agreement is made and entered into this ____ day of March, 2025, by and between Augusta, Georgia, a consolidated city-county government pursuant to the laws of the State of Georgia hereinafter referred to as AUGUSTA; and the City of Blythe, Georgia, a Georgia municipal corporation hereinafter referred to as BLYTHE; and

WHEREAS, the BLYTHE has control of and responsibility for maintenance and upkeep of the right-of-way on city roads and parks within its city limits; and,

WHEREAS, a significant disaster event occurred on September 27, 2024, which the President of the United State declared a state of emergency and/or a disaster (EVENT) that entitles the removal of disaster generated debris from the right-of-way on BLYTHE roads; and,

WHEREAS, on or about December 6, 2024, the President of the United States authorized a 120-day period of the state's choosing, within the first 180 days from the start of the incident period, for 100 percent Federal cost share reimbursement for eligible debris removal and other emergency measures from the September 27, 2024 EVENT that hit BLYTHE and other parts of the State of Georgia; and,

WHEREAS, there is storm debris that has been placed on BLYTHE right-of-ways, on BLYTHE roads, and at the park on BLYTHE property. BLYTHE requests AUGUSTA to remove storm debris from the right-of ways on BLYTHE roads and the park on BLYTHE property; and,

NOW, THEREFORE, the parties hereto agrees as follows:

1. BLYTHE authorizes AUGUSTA, its agent(s), or its contractor(s) to enter upon BLYTHE's roads and/or right of way as well as BLYTHE's parks, at AUGUSTA's discretion, in order to remove debris caused by the EVENT and monitor removal in those instances where monitoring is required, and dispose of the debris .

2. AUGUSTA, its agent(s), or its contractor(s) began debris removal from BLYTHE's roads, parks, and right-of-way on November 6, 2024 pursuant to an Intergovernmental Agreement executed on October 15, 2024. This Agreement is made to correct discrepancies in terms of which party will file for relief and to include parks owned and operated by BLYTHE.
3. AUGUSTA, its agent, or its contractor(s) will perform debris removal under this Agreement during the 120-day period of 100 percent Federal cost share grant(s) and for any time needed thereafter for 75 percent Federal cost share grant(s).
4. BLYTHE will timely and properly apply with the Federal Emergency Management Agency (FEMA) for Federal cost share grant(s) to cover eligible debris removal expenses. BLYTHE will promptly provide AUGUSTA copies of any and all claims filed with FEMA for Federal cost share grant(s) under this agreement.
5. BLYTHE agrees to pay AUGUSTA for 100 percent of AUGUSTA's debris removal expenses incurred under this Agreement during the 120-day period of the 100 percent Federal cost share grant(s), and any extension of the deadline by FEMA. Further BLYTHE agrees to pay AUGUSTA for debris removal completed after the expiration of the 100 percent Federal cost share grant period as follows: any and all reimbursement from FEMA for such debris removal, with any remaining balance to be paid by BLYTHE. For any and all debris removal expenses incurred by AUGUSTA during this Agreement that are not covered by FEMA, BLYTHE agrees to pay AUGUSTA for those expenses. BLYTHE may not deduct any administrative expenses and/or maintenance fees from AUGUSTA's payment(s).

6. This Memorandum of Agreement, upon execution by both parties, shall apply retroactively to October 15, 2024, and shall continue until terminated as provided herein, amended, or replaced with a new agreement. Except for as provided herein, this Memorandum of Agreement may be terminated with or without cause by either party by written notice. If AUGUSTA has authorized a contractor to remove debris in response to a disaster, the terms of that Agreement shall survive the termination of this Memorandum of Agreement for those areas which have been responded to prior to the termination until final payment and reimbursement is made for such debris removal and disposal.
7. AUGUSTA and BLYTHE agree that each is an independent contracting entity, and this Memorandum of Agreement is not intended to create an agency relationship between AUGUSTA and BLYTHE.
8. AUGUSTA and BLYTHE agree to cooperate and coordinate fully to ensure the success of this Memorandum of Agreement.
9. All activities conducted under this Memorandum of Agreement shall be conducted in accordance with state and federal law.
10. BLYTHE will protect, defend, indemnify and hold harmless AUGUSTA, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Agreement, and/or BLYTHE's failure to comply with all applicable laws or regulations.

11. AUGUSTA, the officials, officers, and employees, in both their official and individual capacities, and their agents, contractors and/or assigns, shall not be held responsible for any damage done to BLYTHE's roads, rights-of-way, and/or parks for the debris removal performed under this Agreement.
12. Pursuant to federal and state law, by signing this Memorandum of Agreement, AUGUSTA and BLYTHE affirm, for the duration of this Memorandum of Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Georgia. Furthermore, a party found to be in violation of this provision shall be deemed in breach of the Memorandum of Agreement and shall be responsible for all damages resulting therefrom.
13. By signing this Memorandum of Agreement, AUGUSTA and BLYTHE affirm, for the duration of this Memorandum of Agreement to remain in compliance with O.C.G.A. § 50-5-85, AUGUSTA and BLYTHE hereby agree that they are not currently engaged in, and will not engage in, the boycott of a person or entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
14. Any eligibility disputes or appeals regarding BLYTHE's debris removal performed by AUGUSTA will be made on behalf of BLYTHE with AUGUSTA handling the administrative and legal aspects of such disputes or appeals, with all costs to be the responsibility of BLYTHE. BLYTHE will promptly notify AUGUSTA of any and all denials of any claims by FEMA and/or requests for additional information or corrections needed in any submittal of Federal cost share grant(s) claims for debris removal performed by AUGUSTA that are filed by BLYTHE with FEMA.

IN WITNESS WHEREOF, AUGUSTA and BLYTHE have executed this Memorandum of Agreement on the date indicated below, and each of the undersigned personal represent and warrant that they have the full right, power, and authority to execute this Memorandum of Agreement on behalf of the respective parties.

AUGUSTA, GEORGIA

By: _____
Its: Mayor

Attest:

Its: Clerk of Commission

CITY OF BLYTHE

By: *Tom C. Blythe*
Its: Mayor

Attest:

Laura H. Cherry
Its: City Clerk





Engineering Services Committee Meeting

Meeting Date: March 11, 2025

Acceptance of Augusta Corporate Park Easement Deed and Lift Station Warranty Deed

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	Augusta Corporate Park Easement Deed and Lift Station Warranty Deed.
Background:	The Utilities Department is constructing a sanitary sewer pipeline and lift station at the Augusta Corporate Park. The project requires easements and a parcel on which to construct the lift station.
Analysis:	The Development Authority of Augusta, Georgia, is granting the needed properties to Augusta and has executed deeds to same.
Financial Impact:	N/A
Alternatives:	Disapprove acceptance of the Easement Deed and Lift Station Warranty Deed.
Recommendation:	Approve and accept the Easement Deed and Lift Station Warranty Deed.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**State of Georgia
County of Richmond**

**AUGUSTA, GEORGIA
EASEMENT DEED**

PARCEL IDENTIFICATION NUMBER: 323-0-039-01-0 **ADDRESS:** 11 Valencia Way

THIS INDENTURE made and entered into this ____ day of _____ 2025, between **Development Authority of Augusta, Georgia**, a statutory authority existing under the laws of the State of Georgia, hereinafter referred to as Grantor, and **Augusta, Georgia**, a political subdivision under the laws of the State of Georgia, hereinafter referred to as Grantee;

WITNESSETH, that Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand and truly paid by Grantee at and before the sealing and delivery of these presents, and other valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto Grantee, its successors, assigns and legal representatives an exclusive utility, access and maintenance easement in perpetuity under, across and through the hereinafter described parcel of land as follows;

An easement consisting of 29,389 Square Feet (0.67 ac.), more or less and being of variable width, of permanent utility, access and maintenance easement, shown as "Sanitary Sewer Easement 2" on a plat prepared for Augusta-Richmond County, Georgia, by Cranston Engineering, dated September 6, 2024, attached hereto and made a part hereof, to which reference is made for a more accurate and complete description of the metes, bounds and courses, and being for the purpose of laying, relaying, installing, extending, operating, repairing and maintaining pipelines transporting and carrying utility and fiber optics services.

In addition, an easement consisting of 11,556 (0.265 ac.) Square Feet, more or less, of Temporary Construction Easement, as shown on said plat. Said temporary construction easement is granted together with the right to dig such trenches in said parcel of land as may be necessary for this pipeline, to pile thereon the material excavated, and to haul pipe, supplies and equipment connected with the construction and maintenance thereof, over, along and across the said parcel of land. Said temporary construction easement shall expire at the completion and final acceptance of this pipeline by Grantee; and

Grantor does also grant, bargain, sell and convey unto Augusta, its successors, assigns, and legal representatives the right, but not the duty, to clear and to keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the free right of ingress and egress to and from said permanent easement for this purpose and all other purposes stated herein.

Grantor further grants unto Grantee the right to stretch communication lines, or other lines, within the easements, for the use of Grantee, its successors, assigns and legal representatives, designees and agents, upon or under said land, within said easements, with the necessary cables, wires, apparatus, fixtures and appliances; and with the right to assign said easements in whole or in part.

Grantor, its successors, assigns, and legal representatives after the completion of this Project, shall have the right to use said parcel of land in any manner not inconsistent or interfering with the rights herein granted, excluding, however, 1. the right to plant thereon any trees or other vegetation that may interfere with the accessing, expanding, adding, laying, relaying, installing, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services; and 2. the right to erect, construct or maintain thereon any buildings, structures, or other permanent improvements (such as, but not limited to, brick, concrete, or other immovable fences/structures), within the interior area of the permanent easement or within fifteen feet (15') outside of the boundaries of said permanent easement.

TO HAVE AND TO HOLD the aforesaid rights, ways, easements, privileges and appurtenances unto Grantee, and its successors, assigns and legal representatives, in perpetuity.

And Grantor, its successors, assigns, and legal representatives shall and will forever warrant and defend unto Grantee, its successors and assigns, the rights, ways, easements privileges and appurtenances conveyed herein, against the claim of any person or persons whomsoever.

IN WITNESS WHEREOF, Grantor has set its hand and seal, the day and year first above written.

Signed, Sealed and Delivered in the presence of:



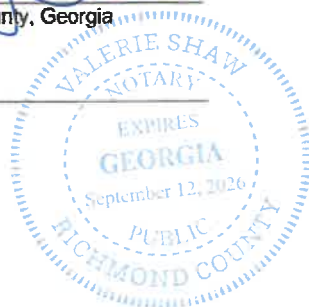
Witness



Notary Public, Richmond County, Georgia

My Commission Expires: _____

(NOTARY SEAL)



DEVELOPMENT AUTHORITY OF
AUGUSTA

By: 

Wayne Gossage
As its Chairman

Attest By: 

Shell Berry
As Its Secretary

ACCEPTED:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

(Notary Seal)

AFTER RECORDING, RETURN TO:

Augusta Law Department
 Kayla E. Cooper, Attorney at Law
 535 Telfair Street, Building 3000
 Augusta, Georgia 30901

STATE OF GEORGIA
 COUNTY OF RICHMOND

WARRANTY DEED OF DEDICATION
 Lift Station – Valencia Way

THIS INDENTURE, made and entered into as of the ____ day of _____, 2025, by and between **DEVELOPMENT AUTHORITY OF AUGUSTA, GEORGIA**, a statutory authority existing under the laws of the State of Georgia, called **Grantor**, which expression shall include the plural as well as the singular, and the legal representatives, successors and assigns, where the context so requires or admits, and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, called **Grantee**, which expression shall include the plural as well as the singular and legal representatives, successors and assigns, where the context so requires or admits.

WITNESSETH

THAT the said Grantor, for and in consideration of TEN AND 00/100 DOLLARS (\$10.00), and other good and valuable consideration paid by the said Grantee, the receipt and adequacy of which are hereby acknowledged, has bargained, granted, sold, aliened, conveyed and confirmed, and by these presents does bargain, grant sell, alien, convey and confirm unto said Grantee, the property hereinafter described, to-wit;

All that lot, tract or parcel of land situate, lying and being in Richmond County, Georgia and being shown and designated as “N/F DEVELOPMENT AUTHORITY OF RICHMOND COUNTY, PORTION OF TMP# 323-0-039-03-0 (PROPOSED SANITARY SEWER LIFT STATION SITE)” consisting of 1.96 acres0.04 acres (1,902 square feet) on that certain Plat for Augusta-Richmond County, Georgia prepared by Cranston dated September 4, 2024 and recorded in the Office of Clerk of Superior Court of Richmond County, Georgia, in Plat Book B:20, Page 76. Reference is hereby made to said plat for a more complete description of the property hereby conveyed.

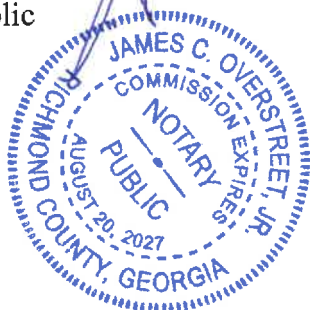
The Plat is incorporated herein by reference for a more complete description of the metes, bounds, courses, distances and location of all land and easements over land described herein.

To Have and To Hold said property, and all singular said rights and privileges, unto the said Grantee, in fee simple or permanent easement as set forth above forever. Grantor hereby warrants and represents that Grantor is the owner of the above-described property, and has the authority to convey to the Grantee the property and easements set forth herein. Grantor shall and will warrant and forever defend by virtue of these presents the said bargained premises unto the said Grantee against said Grantor, and all and every other person or persons, subject to any exceptions set forth herein, including applicable easements and restrictions of record.

IN WITNESS WHEREOF, the said Grantor has executed this warranty deed under seal the day and year first above written.

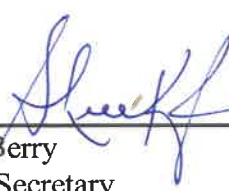

Witness


Notary Public



DEVELOPMENT AUTHORITY OF
AUGUSTA

By: 
Wayne Gossage
As its Chariman

Attest By: 
Shell Berry
As Its Secretary

ACCEPTED:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

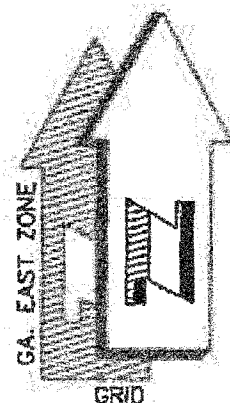
My Commission Expires: _____

(SEAL)

(Notary Seal)



D: PLAT B: 20 P: 76
Recorded: 12/18/2024 07:32 AM
Doc # 2024031212 Pages: 1 Fees: \$10.00
Hattie Holmes Sullivan
Clerk of Superior Court, Augusta-Richmond County, GA
eFile Participant IDs: 8038030127,



TECHNICAL DATA:

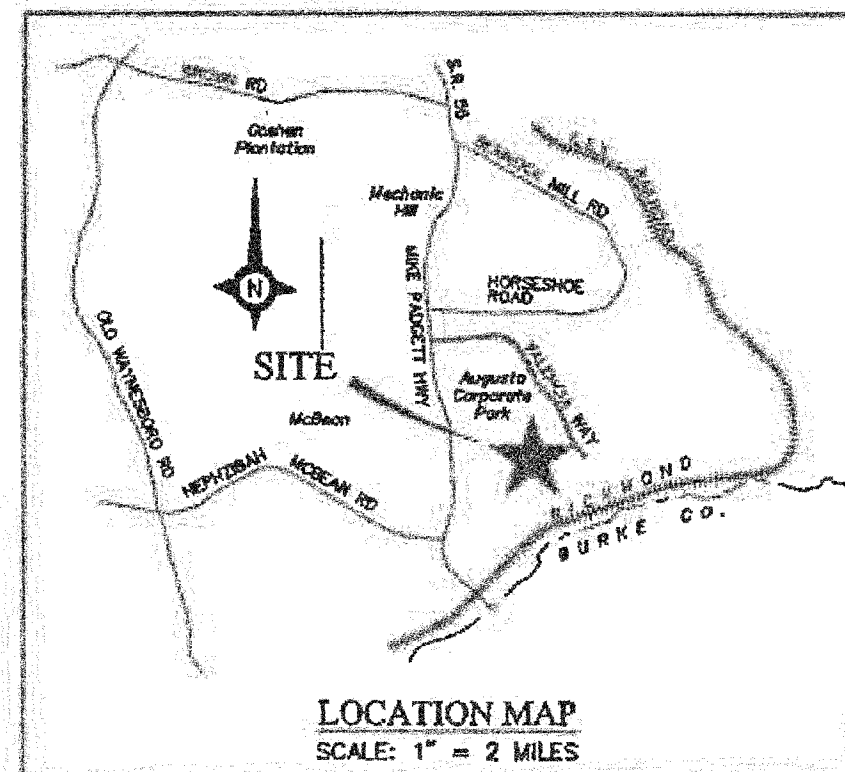
DATE OF SURVEY - JUNE 10, 2024
SEPTEMBER 2024
EQUIPMENT USED - GPS, THEODOLITE & E.D.M.
ANGULAR PRECISION - 10" PER ANGLE FIELD
PRECISION - 1 in 12,500
PLAT CLOSURE - 1 in 227,556
COMPASS ADJUSTMENT

FLOOD NOTE:

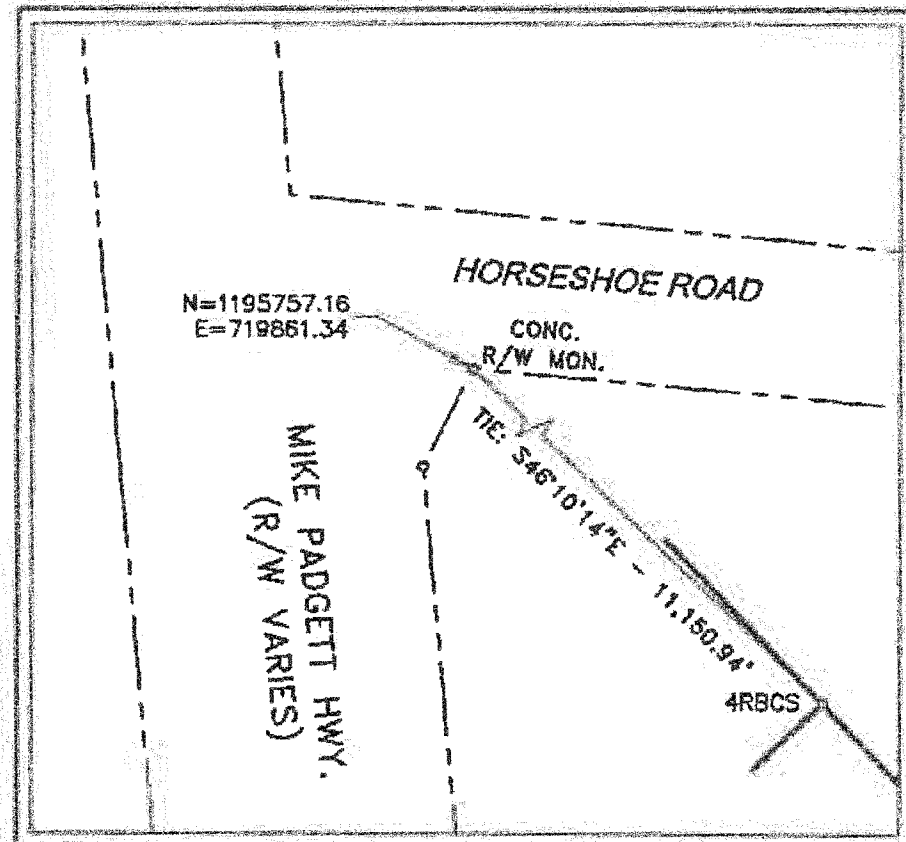
ACCORDING TO THE OFFICIAL FEMA FLOOD HAZARD MAP, FIRM PANELS 13245C0240G AND 13245C0245G EFFECTIVE NOVEMBER 15, 2019, THIS LOT IS NOT LOCATED IN A DESIGNATED 100 YEAR FLOOD PLAIN.

REFERENCE:

1. RIGHT-OF-WAY PLAT OF VALENCIA WAY FOR DEVELOPMENT AUTHORITY OF RICHMOND COUNTY PREPARED BY CRANSTON, DATED JUNE 28, 2022, REVISED ON OCTOBER 20, 2022, RECORDED IN PB:17, PG:160.
2. ALTA/NSPS LAND TITLE SURVEY OF PORTION OF TAX PARCEL No. 323-0-039-03-0 PREPARED BY D+L SURVEYING, DATED SEPTEMBER 7, 2022.
3. ALTA/ NSPS LAND TITLE SURVEY FOR OF CASTING SOLUTIONS AUGUSTA, LLC PREPARED BY CRANSTON, DATED JUNE 17, 2024.

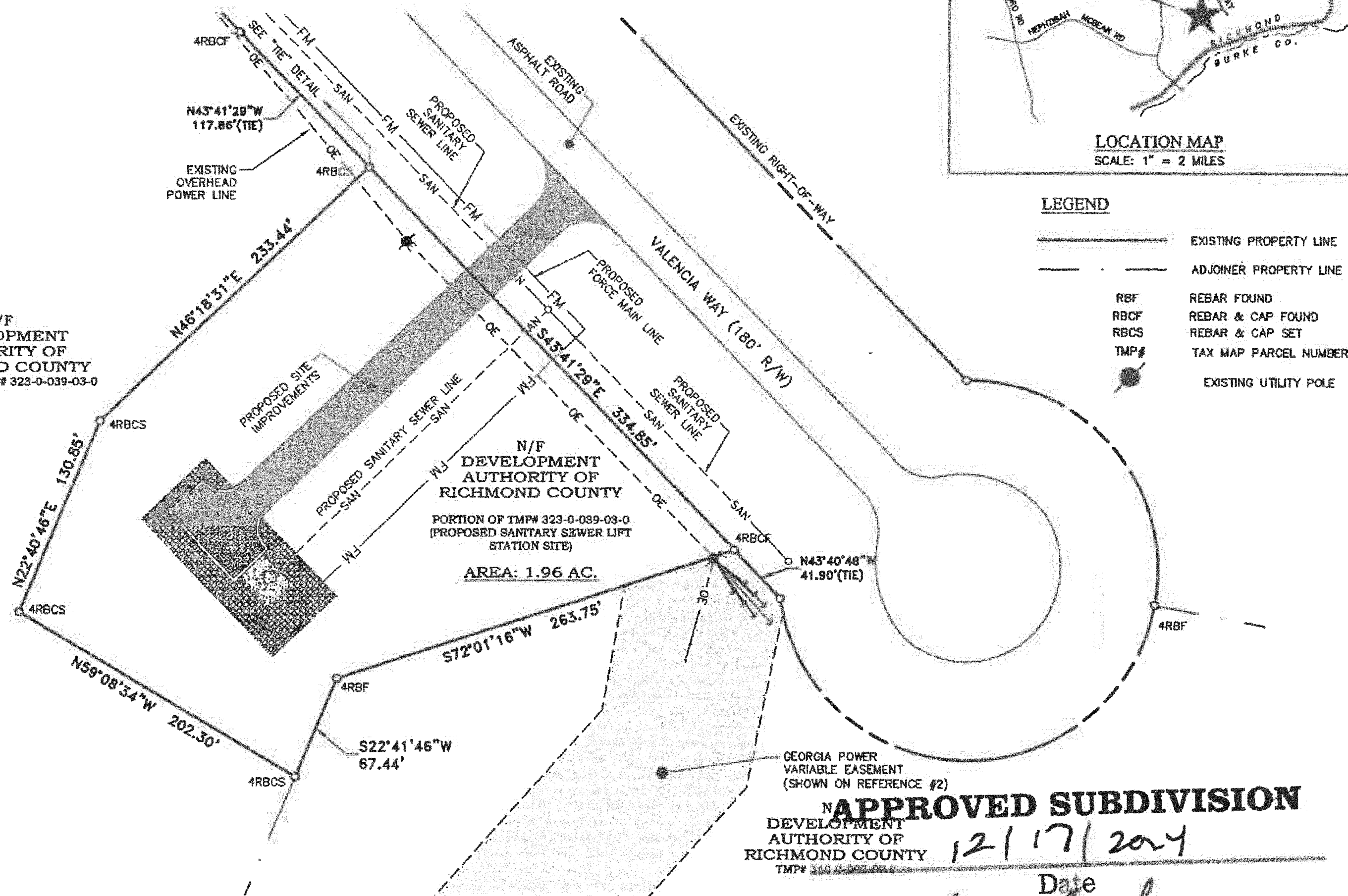


FOR CLERK OF COURT'S USE ONLY



"TIE" DETAIL
SCALE: 1" = 100'

N/F
DEVELOPMENT
AUTHORITY OF
RICHMOND COUNTY
PORTION OF TMP# 323-0-039-03-0



LEGEND

- EXISTING PROPERTY LINE
- ADJOINER PROPERTY LINE
- RBF REBAR FOUND
- RBCF REBAR & CAP FOUND
- RBCS REBAR & CAP SET
- TMP# TAX MAP PARCEL NUMBER
- EXISTING UTILITY POLE

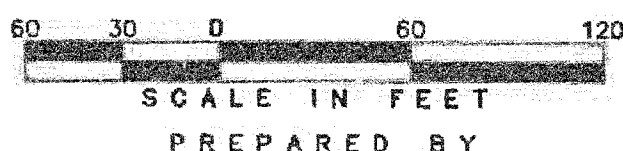
PLAT
FOR
AUGUSTA-
RICHMOND COUNTY,
GEORGIA

SHOWING PROPOSED SANITARY SEWER LIFT STATION SITE LOCATED IN THE 86TH G.M.D.

AUGUSTA, RICHMOND COUNTY, GEORGIA

SCALE: 1" = 60'

SEPTEMBER 4, 2024



SCALE IN FEET
PREPARED BY

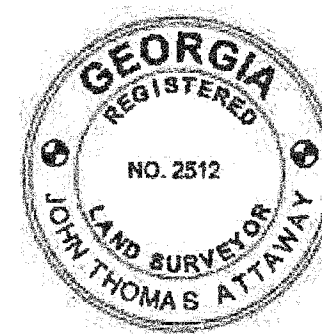


452 Ellis Street, Augusta, Georgia 30901
Telephone 706-722-1588
CranstonEngineering.com

SURVEYOR CERTIFICATION:

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

John Thomas Attaway
JOHN THOMAS ATTAWAY
GEORGIA REGISTERED LAND SURVEYOR 2512



APPROVED SUBDIVISION
DEVELOPMENT
AUTHORITY OF
RICHMOND COUNTY
TMP# 323-0-039-03-0

Date *12/17/2024*
John Thomas Attaway
BY AUTHORITY OF AUGUSTA PLANNING
& DEVELOPMENT DEPARTMENT

SURVEYOR'S NOTE:

1. BASIS OF BEARING IS GEORGIA STATE PLANE GRID, EAST ZONE, NORTH AMERICAN DATUM (NAD '83).
2. ALL DISTANCES SHOWN ARE GROUND DISTANCES.
3. FIELD MEASUREMENTS FOR THIS SURVEY WERE OBTAINED WITH A TRIMBLE S7 ROBOTIC TOTAL STATION AND TRIMBLE R121 GPS EQUIPMENT.
4. NO WETLANDS DELINEATION HAS BEEN PERFORMED ON THIS SITE.



Finance Committee Meeting

3/11/25 1:15pm

2025 Public Official Liability/Employment Practices Liability Insurance Renewal

Department:	Finance – Risk Management Division
Presenter:	Timothy Schroer
Caption:	Motion to approve renewal of Augusta POL/EPL Insurance with Premium Quote for 2025 – 2026 POL/EPL coverage with MarshMcLennan Agency, current broker, through insurance carrier RSUI for a premium of \$70,760 (premium remained flat).
Background:	<p>Public Official Liability provides coverage for “wrongful acts” of the public entity and wrongful acts of individuals who act on behalf of the entity. A wrongful act means any actual or alleged breach of duty, neglect, errors, misleading statements, emissions or employment practices violation by an insured solely in the performance of the public entity. Augusta Richmond County has maintained continuous POL/EPL coverage since 1997. Acceptance of coverage gives additional protection to the assets of the Public Officials. Public Officials Liability (POL) coverage is claims made coverage, which means any claim which may be covered, would need to be filed during the policy period.</p> <p>The Augusta Law Department (knowledge of decisions made by the Commission which may lead to a claim against the coverage and also knowledge of grievances, separations from employment, etc. which may lead to claims against the Employment Practice Endorsement to this coverage) is the group responsible for notifying the broker of potential claims and filing claims against this coverage.</p>
Analysis:	RFP awarded broker MarshMcLennan Agency sought quotes from the insurance market for POL/EPL coverage. RSUI provided the lowest quote to MarshMcLennan Agency, in the amount of \$70,760.
Financial Impact:	Premium for coverage is \$70,760.
Alternatives:	Drop coverage and retain all risk.

Recommendation: Approve coverage quoted by RSUI Insurance Company for a one year period for a premium of \$70,760 for \$2,000,000 in coverage and an SIR of \$250,000.

Effective policy dates are April 19, 2025 - April 18, 2026.

Funds are available in the following accounts: 611-01-5212 Risk Management General Insurance Fund Account

**REVIEWED AND
APPROVED BY:**

Finance

Law

Administrator

Clerk of Commission



**MarshMcLennan
Agency**

Proposal for Insurance Services

Augusta, Georgia
Augusta Regional Airport Authority
Solid Waste Management Authority

Public Officials Liability

Presented By:

Phil S Harison Jr.
VP/Managing Director

Alec Miller, CLCS
Vice President

Effective:

April 19, 2025

MISSION

Making a difference in the moments that matter for our colleagues, clients, and communities.

VISION

To be the world-class leader, revolutionizing our industry and our colleague and client experience

VALUES

- Integrity
- Collaboration
- Passion
- Innovation
- Accountability

Marsh & McLennan Agency Client Service Team

Marsh & McLennan Agency LLC

3506 Professional Circle, Suite B

Augusta, GA 30907

Phone: 706-737-8811

Fax: 706-737-3413

Insurance Placement Administration	
Phil Harison Jr. Senior Vice President	Phone: 706 737-8811 Email: Phil.Harison@MarshMMA.com
Alec Miller, CLCS Account Executive:	Phone: 678-294-4514 Email: alec.miller@marshmma.com
Trish Phillips Account Manager	Phone: 706 737-8811 Email: Trish.Phillips@MarshMMA.com
Consultative Claims Services	
Claims Representative: Mitzi McCoy, CPCU, AIC Senior Claim Analyst	Phone: 706-434-2404 Email: Mitzi.McCoy@MarshMMA.com After Hours Claims #:

Premium Summary and Comparison

Policy	Expiring Premium	Option #1 RSUI	Option #2 Euclid
Public Official Liability / Employment Practices Liability	\$70,760	\$70,760	\$83,500

No coverage is provided by this summary. Coverage conditions are highlights only and are subject to exclusions and additional terms as stated within the policy. Not all exclusions, terms and conditions are shown. If there are any differences between the policy and the proposal, the policy prevails. For details of coverage, refer to policy forms, terms and conditions.

Named Insured Schedule

Named Insureds listed below may not apply to all coverages depending upon their insurable interest. Special care must be taken to insure all legal entities of your business, including any LLC (Limited Liability Corporation), JV (Joint Venture), and Partnerships. Many insurance policies do not cover these entities unless they are specifically named on the policy. It is important to notify your agent if an entity is formed during the policy term. Let us know if one of your entities is not listed below.

Named Insured	Public Officials Liability	Employment Practices Liability
Augusta, Georgia & Augusta Regional Airport Authority	X	X
Solid Waste Management Authority	X	X

Public Officials and Employment Practices Liability

Policy Term: April 19, 2025 to April 19, 2026
Insurer: RSUI Indemnity Company
AM Best Rating: A+ XIV

Coverage Summary: Public Officials Liability insures against claims arising from the negligent acts, errors, or omissions alleged to have been committed by present or former Public Officials of your entity. This insurance also defends the entity and it's Public Officials and employees involving allegations of discrimination, harassment, wrongful termination and other human resources related allegations.

Limits

Description	Limit	Deductible
Public Officials Liability	\$2,000,000	\$250,000
Employment Practices Liability	\$2,000,000	\$250,000

Notable Coverage Extensions:

Shared Limits of Liability for Public Officials and Employment Practices Liability
 Additional Defense Expense Limit - \$1,000,000
 Defense Expenses – Telecommunications Claims sublimit \$100,000
 Defense Expenses – Non-Monetary Damages sublimit \$100,000 per claim, \$300,000 aggregate
 EPL Coverage - Vendor Liability Coverage for discrimination and sexual harassment
 Extension Public Officials-EPL for Associated Entities (No Bond Exclusion)
 Public Officials Additional Limit of Liability \$1,000,000
 Wage and Hour sublimit \$100,000
 Workplace Violence Sublimit
 Third Party Coverage included
 Notice of Nonrenewal – 90 Days
 Exclusion Bodily Injury and Property Damage
 Claims Made Policy Form – Claim must be reported no later than 60 days after the policy period expires.
 See policy for complete list of exclusions.

Prior and Pending Litigation dates

04/19/97 Augusta, GA
 04/19/03 Augusta Regional Airport Authority
 08/01/04 Solid Waste Management Authority

Coverage Recommendations

We have been dependent upon information provided by you to evaluate your exposures to loss. However, if there are other areas that need to be evaluated, please bring these areas to our attention. ***Specifically, we ask that you review and consider the following items:***

HIGHER LIMITS:	In today's litigious society, many businesses have found it necessary to increase their limits of liability to ensure adequate protection for their assets in the event of a loss. Higher limits of liability may be available. To ensure your level of comfort, please carefully review the limits of coverage shown in this proposal
BUSINESS INTERRUPTION:	A time element coverage which pays for loss of earnings when business operations are curtailed or suspended due to property loss as a result of an insured cause of loss. Also covered are loss of rents and rental value. Extra expenses incurred to continue operations at another location are included as long as they reduce the total amount of loss.
BUILDING ORDINANCE:	Provides coverage including (1) Demolition Cost, (2) Increased Cost of Construction, and (3) Coverage for Undamaged Portion of your "older" buildings. By law, a building not in conformance with current building codes could be required to be demolished or remodeled to satisfy all current building requirements. Insurance protection for these exposures is not contemplated by the standard property "form".
EMPLOYEE DISHONESTY:	Reimburses you for loss of money or other property because of a fraudulent or dishonest act committed by an employee.
FLOOD INSURANCE:	Protects your property against loss by flood, high tides or waves, or rising water due to severe storms, which are normally perils excluded by the "All Risk" property forms. Mudslide, if a result of general floods conditions, is also covered. Coverage against damage done by the rising or overflowing of bodies of water.
EARTHQUAKE INSURANCE:	Protects your property against loss by earthquake and volcanic eruption, which are normally perils excluded by the "Special" property forms.
FIDUCIARY LIABILITY:	The Employee Retirement Income Security Act (ERISA) imposed an obligation on employee benefit plan fiduciaries to act solely in the interest of participants and beneficiaries. Under the law, fiduciaries are personally liable for any breach of their responsibilities. Fiduciary Liability coverage protects the personal assets of trustees.

POLICE PROF LIABILITY: Provides Professional Liability coverage for an entities Law Enforcement activities while performing their professional duties. The policies cover such perils as false arrest and civil rights violations.

Coverage Recommendations - Continued

INTERNATIONAL:

Do you have any customers that have foreign sales, imports or exports?
Do you sell any products over the internet?
Do any of your employees travel outside the United States on business?
Do you attend trade fairs or exhibitions overseas?
Do you have any customers looking for new markets overseas – including Canada and Mexico?
Do you have any overseas facilities, licensing, subcontracting or joint ventures?
Do you have an Ocean Cargo policy?
Do you have any customers that travel overseas routinely to service sold products or equipment?

If you have answered yes to any of these questions, you may need to purchase local statutory required coverage for the country(s) where you have exposures. When companies do business in foreign countries, they can encounter a myriad of unfamiliar laws, languages and customs. Foreign Liability Insurance is the first line of defense against costly legal actions arising from events occurring outside U.S. borders.

POLLUTION:

Contractor's Pollution Liability (CPL): Provides coverage for loss as a result of claims for bodily injury, property damage, or clean-up costs caused by pollution conditions resulting from covered operations; applies to sudden and gradual pollution events; coverage can be amended to include vicarious professional exposure, non-owned disposal sites, transportation, and limited premises liability.

Pollution Legal Liability (PLL): facility-based coverage for listed locations; provides on-site and off-site coverage for bodily injury, property damage, and clean-up for pollution conditions on, at, under, or emanating from a covered location; coverage can be for pre-existing and/or new conditions; coverage can be amended to include non-owned disposal sites, transportation, and business interruption.

Tank Coverage: provides coverage for third-party claims and first-party remediation costs for a storage tank incident from a scheduled tank; coverage can be used to satisfy the insured's obligation to demonstrate financial responsibility under State Tank Financial Requirements.

Coverage Recommendations - Continued

PRIVACY LIABILITY AND NETWORK SECURITY LIABILITY COVERAGE:

Privacy Liability coverage is one of the fastest growing areas of Commercial Insurance, with Insurers now providing far more comprehensive coverage than they have in the past. Network Security coverage (or "Cyber Liability"), while still being a valid form of coverage, is simply inadequate on its own to fully protect a company's exposures under Privacy Legislation enacted in the last few years. Virtually every company has some form of Privacy Liability exposure and policies can be structured to provide the following:

- **Privacy Liability:**
 - Covers loss arising out of the organization's failure to protect sensitive personal or corporate information *in any format*.
 - Provides coverage for regulatory proceedings brought by a government agency alleging the violation of any state, federal, or foreign identity theft or privacy protection legislation.
- **Privacy Claim Expenses Coverage:**
 - Covers expenses to retain a computer forensics firm to determine the scope of a breach, to comply with privacy regulations, to notify and provide credit monitoring services to affected individuals, and to obtain legal, public relations or crisis management services to restore the company's reputation.
- **Network Security Liability:**
 - Covers any liability of the organization arising out of the failure of network security, including unauthorized access or unauthorized use of corporate systems, a denial of service attack, or transmission of malicious code.
- **Internet Media Liability:**
 - Covers infringement of copyright or trade mark, invasion of privacy, libel, slander, plagiarism, or negligence arising out of the content on the organization's internet website.
- **Network Extortion:**
 - Covers extortion monies and associated expenses arising out of a criminal threat to release sensitive information or bring down a network unless consideration is made.
- **Network Business Interruption:**
 - Covers for Business Interruption Losses as a result of an interruption of computer systems caused by the failure of computer security systems to prevent:
 - a virus being introduced into the computer system, or
 - unauthorized access to the computer system.
- **Contingent Business Interruption:**
 - An extension to the Network BI Cover to provide cover for losses due to the impairment of the Insured company's business operations following a disruption to an IT Provider's system.
- **Professional Liability:**
 - For companies providing professional services to their clients, Privacy Liability policies can also be arranged to include a company's Professional Liability exposures in the technology field (which requires a specific insuring clause) or in providing non-technology services.

AM Best Rating Scale

GUIDE TO BEST'S FINANCIAL STRENGTH RATINGS – (FSR)

A Best's Financial Strength Rating (FSR) is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. An FSR is not assigned to specific insurance policies or contracts and does not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. An FSR is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. In addition, an FSR may be displayed with a rating identifier, modifier or affiliation code that denotes a unique aspect of the opinion.

Best's Financial Strength Rating (FSR) Scale

Rating Categories	Rating Symbols	Rating Notches*	Category Definitions
Superior	A+	A++	Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
Excellent	A	A-	Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
Good	B+	B++	Assigned to insurance companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
Fair	B	B-	Assigned to insurance companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Marginal	C+	C++	Assigned to insurance companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Weak	C	C-	Assigned to insurance companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
Poor	D	-	Assigned to insurance companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.

* Each Best's Financial Strength Rating Category from "A+" to "C" includes a Rating Notch to reflect a gradation of financial strength within the category. A Rating Notch is expressed with either a second plus "+", or a minus "-".

Financial Strength Non-Rating Designations

Designation Symbols	Designation Definitions
E	Status assigned to insurers that are publicly placed, via court order into conservation or rehabilitation, or the international equivalent, or in the absence of a court order, clear regulatory action has been taken to delay or otherwise limit policyholder payments.
F	Status assigned to insurers that are publicly placed via court order into liquidation after a finding of insolvency, or the international equivalent.
S	Status assigned to rated insurance companies to suspend the outstanding FSR when sudden and significant events impact operations and rating implications cannot be evaluated due to a lack of timely or adequate information; or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements.
NR	Status assigned to insurance companies that are not rated; may include previously rated insurance companies or insurance companies that have never been rated by AM Best.

Rating Disclosure – Use and Limitations

A Best's Credit Rating (BCR) is a forward-looking independent and objective opinion regarding an insurer's, issuer's or financial obligation's relative creditworthiness. The opinion represents a comprehensive analysis consisting of a quantitative and qualitative evaluation of balance sheet strength, operating performance, business profile and enterprise risk management or, where appropriate, the specific nature and details of a security. Because a BCR is a forward-looking opinion as of the date it is released, it cannot be considered as a fact or guarantee of future credit quality and therefore cannot be described as accurate or inaccurate. A BCR is a relative measure of risk that implies credit quality and is assigned using a scale with a defined population of categories and notches. Entities or obligations assigned the same BCR symbol developed using the same scale, should not be viewed as completely identical in terms of credit quality. Alternatively, they are alike in category (or notches within a category), but given there is a prescribed progression of categories (and notches) used in assigning the ratings of a much larger population of entities or obligations, the categories (notches) cannot mirror the precise subtleties of risk that are inherent within similarly rated entities or obligations. While a BCR reflects the opinion of A.M. Best Rating Services, Inc. (AM Best) of relative creditworthiness, it is not an indicator or predictor of defined impairment or default probability with respect to any specific insurer, issuer or financial obligation. A BCR is not investment advice, nor should it be construed as a consulting or advisory service, as such; it is not intended to be utilized as a recommendation to purchase, hold or terminate any insurance policy, contract, security or any other financial obligation, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. Users of a BCR should not rely on it in making any investment decision; however, if used, the BCR must be considered as only one factor. Users must make their own evaluation of each investment decision. A BCR opinion is provided on an "as is" basis without any expressed or implied warranty. In addition, a BCR may be changed, suspended or withdrawn at any time for any reason at the sole discretion of AM Best.

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Version 121719

Client Authorization to Bind Coverage

LINES OF COVERAGE TO BIND

Coverage Description	Effective Dates
Public Officials Liability	April 19, 2024
Employment Practices Liability	April 19, 2024

(Please initial)

_____ Bind as Proposed

_____ Bind with the following changes

Authorized Signature _____

Title/Position _____

Date _____

No coverage is provided by this summary. Coverage conditions are highlights only and are subject to exclusions and additional terms as stated within the policy. Not all exclusions, terms and conditions are shown. If there are any differences between the policy and the proposal, the policy prevails. For details of coverage, refer to policy forms, terms and conditions.

Compensation Disclosure and Limitation of Liability

Marsh & McLennan Agency LLC ("MMA") prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA engages with clients on behalf of itself and in some cases as agent on behalf of its non-US affiliates with respect to the services we may provide. For a list of our non-US affiliates, please visit: <https://mma.marshmma.com/non-us-affiliates>. In those instances, MMA will bill and collect on behalf of the non-US Affiliates amounts payable to them for placements made by them on your behalf and remit to them any such amounts collected on their behalf.

MMA receives compensation through one or a combination of the following methods:

- **Retail Commissions** – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client. If MMA places business through an affiliated wholesale broker or managing general agent, MMA will advise the client of this at or prior to placement.
- **Client Fees** – Some clients may negotiate a fee for MMA's services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA's engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client's placements.
- **Contingent Commissions** – Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.
- **Supplemental Commissions** – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer's performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.
- **Wholesale Broking Commissions** – Sometimes MMA acts as a wholesale insurance broker. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured. As the wholesaler, MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail agent does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.
- **Medallion Program and Sponsorships** – Pursuant to MMA's Medallion Program, participating carriers sponsor educational programs, MMA events and other initiatives. Depending on their sponsorship levels, participating carriers are invited to attend meetings and events with MMA executives, have the opportunity to provide education and training to MMA colleagues and receive data reports from MMA. Insurers may also sponsor other national and regional programs and events.
- **Other Compensation & Sponsorships** – From time to time, MMA may be compensated by insurers for providing administrative services on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and events. MMA may also have arrangements with vendors who compensate MMA for referring clients for vendor services.

We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at <https://www.marshmma.com/us/compensation-guide.html>.

MMA's aggregate liability arising out of or relating to any services on your account shall not exceed ten million dollars (\$10,000,000), and in no event shall we be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss arising out of or relating to such services. In addition, you agree to waive your right to a jury trial in any action or legal proceeding arising out of or relating to such services. The foregoing limitation of liability and jury waiver shall apply to the fullest extent permitted by law.

Rev March 15, 2024

Payments

MINIMUM EARNED PREMIUMS

A minimum earned premium endorsement can be attached to either a flat charge policy or an adjustable policy. In either case, this amount is the least that will be retained by the carrier once the policy goes into effect. The amount retained would be the greater of the actual earned premium whether calculated on a pro-rate or short-rate basis, or the minimum earned premium. Surplus lines carriers almost never allow flat cancellations. Once the policy is in effect, some premium will be earned.

PAYMENT POLICY

Marsh McLennan Agency strives to offer the highest quality of service. Accordingly, we have the following payment policy in place to assure that your coverage is not interrupted during the policy term.

- For agency bill policies: All premiums are due on the invoice date or effective date of the insurance, whichever is later. Always submit the remittance copy with your payment. If a remittance copy is not submitted, we will apply the cash to the oldest item on the account. Also, credit memos that cannot be applied against the original invoice will be applied to the oldest items on the account unless you direct us otherwise. Your Service Team maintains the on-line access to all of your coverage, premium and accounting detail and will be able to answer most billing questions. Any other questions will be referred directly to our accounting department for immediate response.
- For direct bill policies: You will receive notices from your insurer regarding past due premiums or cancellations due to non-payment of premium. As a matter of general practice, MMA does not provide notice of potential lapse of coverage due to non-payment of premium to clients where coverage is written on a direct bill basis.
- If installment payments are available and provided under insurance policy terms, you will receive an invoice for each installment. Installments are due on the effective date of the invoice. Marsh & McLennan Agency does not finance annual or installment premiums. However, should you wish to finance your premium, we can place your financing with an approved insurance premium finance company.

We thank you for your support and business.

Pay Your Bill Online

Direct Link to Payment via Checking/Savings Account: <https://serviceapi.securfee.com/marshmma>

Direct Link to Payment via Credit Card: <https://serviceapi.securfee.com/marshmma>

Frequently Asked Questions

- You can pay any invoice using a valid Checking or Savings account or Credit Card.
- Both payment gateways seamlessly integrate with our existing website and can securely accept multiple payment options.
- Credit Card payments require a Policy Number, Invoice Number, First & Last Name, Email Address, Named Insured on Policy & Address
- There will be a 3.5% fee charged to the cardholder by SecureFee for Credit Card Payments.
- Checking/Savings payments require a Policy Number, Invoice Number, First & Last Name, Email Address, Named Insured on Policy & Address.
- There will be a non-refundable \$4.00 security and delivery fee charged by SecurFee for ACH/Checking payment transactions.

Proposal Disclaimer

Marsh & McLennan Agency LLC ("MMA") thanks you for the opportunity to discuss your insurance and risk management program. No coverage is provided by this summary. Coverage conditions are highlights only and are subject to exclusions and additional terms as stated within the policy. Not all exclusions, terms and conditions are shown. If there are any differences between the policy and the proposal, the policy prevails. For details of coverage, refer to policy forms, terms and conditions.

We have evaluated your exposures to loss and developed this proposal based upon the information that you have provided to us. If you are aware of other areas of potential exposure that need to be evaluated or of additional information of which we should be aware prior to binding of coverage, please bring the other areas or additional information to our attention as soon as possible. Should any of your exposures change after coverage is bound, please notify us immediately.

Client Contracts

In the event that you enter into a contract that has specific insurance requirements, MMA will review your contract, but only in regards to the insurance requirements of the contract. The scope of our review will be to determine if the current insurance program which you have placed through our agency addresses the types and amounts of insurance coverage referenced by the contract. We will identify the significant insurance obligations and will provide a summary of the changes required in your current insurance program to meet the requirements of the contract. Upon your authorization, we will make the necessary changes in your insurance program. We will also be available to discuss any insurance requirements of the contract with your attorney, if desired.

In performing a contract review, MMA is not providing legal advice or a legal opinion concerning any portion of the contract. In addition, MMA is not undertaking to identify all potential liabilities that may arise under any such contracts. A contract review is provided solely for your information and should not be relied upon by third parties. Any descriptions of the insurance coverages are subject to the terms, conditions, exclusions, and other provisions of the contract and of the insurance policies and applicable regulations, rating rules or plans.



Finance Committee

Meeting Date: March 11, 2025

2025 Augusta Commercial Property Insurance Renewal

Department:	Finance - Risk
Presenter:	Timothy E. Schroer, Interim Finance Director
Caption:	Request to approve Augusta Commercial Property Insurance coverage for 2025 offered through Affiliated FM, current carrier, for a premium of \$1,054,424 for full blanket coverage and limited flood coverage in flood prone areas
Background:	Augusta has elected to use Property Insurance Broker Services and carry commercial property insurance on its properties since consolidation. The Risk Management Office staff inspects all Augusta properties annually and works with insurance company engineers in helping to reduce risk of property loss to Augusta.
Analysis:	MarshMcLennan Agency seeks annual quotes from the insurance market for "all risks" coverage on buildings and contents. Please see attachments for quote summary and list of declinations. Several insurers did not qualify or declined to quote coverage. Quotes are obtained from companies with A or better rating. Affiliated FM is the low bidder and is providing the greatest level of coverage for the exposure. Current coverage carries a \$100,000 deductible per occurrence except for flood and earthquake.
Financial Impact:	Premium for blanket coverage is being offered on total property values of \$979,685,637 for \$1,054,424 with a \$100,000 deductible. The quote from Affiliated FM includes flood coverage.
Alternatives:	1. Drop coverage and retain risk, 2. Reduce premiums by only insuring those properties representing the largest losses should an event damage the structures (Municipal Building, Law Enforcement Center, Judicial Center, RCCI, etc.)
Recommendation:	Approve Commercial Property Insurance coverage renewal for 2025 through Affiliated FM for a premium of \$1,054,44 which includes flood coverage and Boiler & Maintenance coverage. Effective March 20, 2025 – March 20, 2026. The March 1 st renewal date changed due to working through hurricane damage which caused a delay in getting the quote. Affiliated FM extended previous coverage through March 20, 2025 in the amount of \$49,064.

Funds are available in 611 015212 Risk Management General Insurance Fund Account
the following accounts:

REVIEWED AND N/A
APPROVED BY:



**MarshMcLennan
Agency**

Proposal for Insurance Services

Augusta, Georgia

Property Insurance Renewal

Policy Term:

March 20, 2025

Presented By:

Phil Harison
Senior Vice President

Alec Miller, CLCS
Account Executive

Your future is limitless.SM



We are your local resource.

We are the Southeast hub of Marsh & McLennan agency and have 21 local offices in Georgia, Alabama, Tennessee, Florida, and Kentucky.

We actively support the communities we represent and look to expand our footprint in the coming years.



We have global strength.

Our affiliation with the Marsh family of companies allows us to deliver far more valuable services to our clients including market research, benchmarking reports, technology, exclusive products and pricing, as well as unparalleled leverage with insurance carriers and vendors.



The strength of our solutions lies in the quality of our team.

Our approach means we look at your company holistically, and create a custom plan that aligns with your business strategies, core values and culture. We believe collaboration and teamwork are the key to success and enjoy working with our clients to build personal and professional security.

Marsh & McLennan Agency Client Service Team

Marsh & McLennan Agency LLC

3506 Professional Circle, Suite B

Augusta, GA 30907

Phone: 706-737-8811

Fax: 706-737-3413

Insurance Placement Administration	
Phil Harison Jr. Senior Vice President	Phone: 706-737-8811 Email: phil.harison@marshmma.com
Alec Miller, CLCS Account Executive:	Phone: 678-294-4514 Email: alec.miller@marshmma.com
Trish Phillips Account Manager	Phone: 706-737-8811 Email: Trish.Phillips@MarshMMA.com
Claims Services	
Claims Representative: Mitzi McCoy, CPCU, AIC Senior Claim Analyst	Phone: 706-434-2404 Email: Mitzi.McCoy@MarshMMA.com

Marsh US Property Market Index Report

Property Market 2025

Shared & Layered

The average rate decreases reached 2% and are positioned more favorably compared previous years, even in the face of Hurricanes Helene and Milton. Increased capacity deployment from the US Retail, US E&S, London and Bermuda is stimulating an increase in supply of capacity, bringing forth cost savings, contract term improvements and other forms of optionality not seen in years.

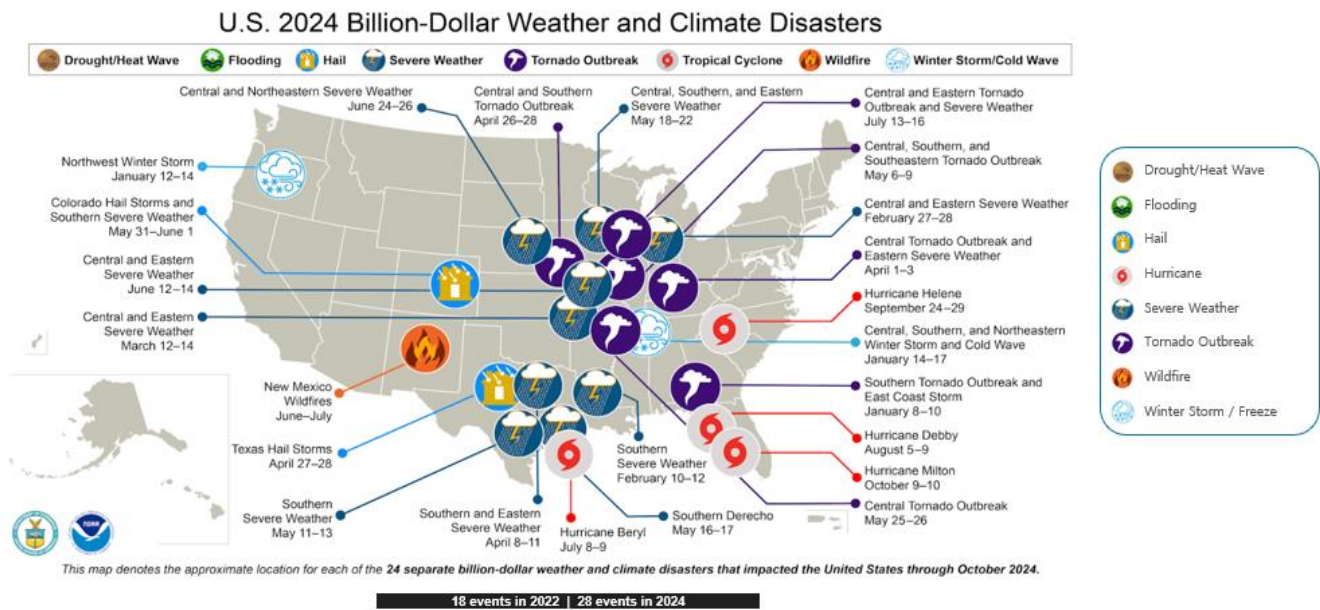
Exceptions / Challenging Placements

Certain occupancies such as warehousing, multifamily, food / protein, forestry products and chemicals, have certainly faced more headwinds the past few years, driven mainly by loss activity and risk quality. Likewise, certain Insureds have also been negatively impacted by Insurers implementing portfolio geographic or occupancy reduction strategies. As such, challenging outliers continue to exist involving placements facing hurdles including loss activity, loss control concerns, outsized fire predictive loss modeling and/or catastrophe exposures and/or exposures in certain geographic areas.

While the improving marketplace is being universally being felt across all Insureds, there continues to exist rigor around the underwriting process as Insurers strive to maintain discipline and uphold the rating foundation built over the last few years.

Property Market – Reference Data

2024 U.S. Weather and Climate Events Exceeding \$1B in Losses



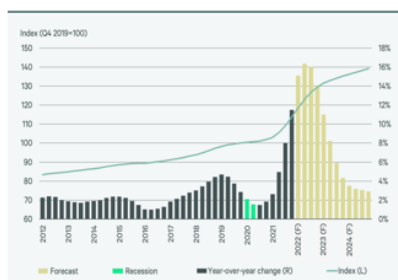
Replacement Cost Valuations

Index Trends and Market Response

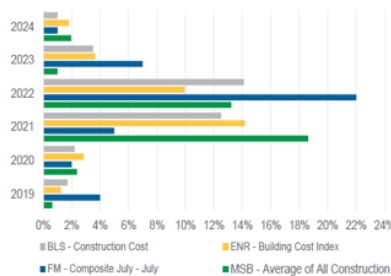
October 2024 – Latest 3rd Party Industry Guidance on Construction Cost Trending

- Marshall & Swift® Average US increase: +2.0%
- FM Global Average US Building Cost Trend (July '23 – Jul '24): +1.0%
- Engineering News-Record Risk Management Solutions: +1.8%
- US Bureau of Labor Statistics (BLS): +1.0%
- Average Inflationary Adjustment on Marsh's property portfolio in H1, 2023 = 9.0%

CBRE Construction Cost Index



Construction Cost Index Trends October Yearly



Notable market behaviors around valuation include:

- Insurers continue to be aggressive in their demand for valuations to be "accurate".
- Certain Insurers are declining to quote accounts with valuations lower than a pre-set valuation threshold they view as appropriate for specific ISO construction types.
- Insurers are comparing the expiring building valuations and rent/business income figures to the renewal values submitted, seeking adjustment and explanation of how it was calculated.
- Meaningfully undervalued accounts are now more likely to receive **scheduled limits** with a **margin clause**, **coinsurance** and/or **actual cash value (ACV)** rather than blanket limits.
- Select carriers are allowing long-term buyers to upwardly "stair-step" their valuations over a period of one or two years.

Premium Summary and Comparison

Policy	Expiring Premium	Renewal Premium
Commercial Property	\$979,685,637	\$1,054,424

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Comments & Conditions

Expiring Building Values - \$973,474,979

Renewal Building Values - \$979,685,637

Changes to expiring:

- Updated the Flood prone locations appendix and sub-limits based on property flood exposures.
- Added solar panel and associated equipment sub-limit.
- Add locations no longer insured to the Property Excluded list.
- Errors and Emissions; Newly Acquired Property; & Unnamed Property changed to \$1,000,000
- Updated the sub-limited location schedule based on the renewal SOV. 3405 & 3421 Mike Padgett Highway both show that they may be owned by the State and may need to be removed. Please verify if they should be removed.

Deductibles:

- Removed the specific fine arts and valuable papers deductible
- Water Damage at \$100K per location
- Wind and Hail at 2% for Property Damage subject to a minimum of USD 100,000 per location
- AOL at \$100K

Valuation:

Actual cash valuation for losses resulting from wind and hail events. It will apply to any roof coverings, including but not limited to fasteners, insulation boards, cover boards, membranes, and other components of the above deck roofing systems, 15 years of age or older at all locations.

- Notable Losses: September 27, 2024, Hurricane Helene, total paid loss to date: \$1,250,000

PROPERTY VALUES:

Reporting the accurate value of your property is an important component of a properly structured property insurance policy. We recommend that you consider obtaining the services of a professional appraisal service who can provide you with the proper basis to determine the amount of coverage to be carried. With a professional appraisal, we, as your insurance agent, will be better prepared to design a property policy that will help protect you in the event of a loss.

Schedule of Locations

001	1501 Aviation Way, Augusta, Georgia, 30906, USA
002	902 Greene Street, Augusta, Georgia, 30901, USA
003	1568 Broad Street, Augusta, Georgia, 30904, USA
004	1866 Highland Avenue, Augusta, Georgia, 30911, USA
005	535 Telfair Street, Augusta, Georgia, 30901, USA
006	510 & 520 Fenwick Street, Augusta, Georgia, 30901, USA
009	901 Reynolds Street & 921 James Brown Boulevard, Augusta, Georgia, 30901
010	846 Ellis Street, Augusta, Georgia, 30901, USA
012	2314 Tobacco Road, Augusta, Georgia, 30906, USA
013	2463/2456 Golden Camp Road, Augusta, Georgia, 30906, USA
014	3157 Damascus Road, Augusta, Georgia, 30909, USA
015	1941 Phinizy Road, Augusta, Georgia, 30906, USA
016	425 Wood Street, Augusta, Georgia, 30904, USA
017	2421 Riverlook Drive, Augusta, Georgia, 30904, USA
018	1820 Doug Barnard Parkway, Augusta, Georgia, 30906, USA
019	2822 & 2835 Central Avenue, Augusta, Georgia, 30909, USA
020	1731 Tobacco Road and 234 Pistol Range Road, Augusta, Georgia, 30906, USA
021	101-115 Diamond Lakes Way & 4335 Windsor Spring Road, Hephzibah, Georgia, 30815
022	3647 Karleen Road, Augusta, Georgia, 30906, USA
023	1155 Hephzibah-McBean Road, Hephzibah, Georgia, 30815, USA
024	1101 Bennock Mill Road, Augusta, Georgia, 30906, USA
025	2098 Greenland Road, Augusta, Georgia, 30805, USA
026	1941 Lumpkin Road, Augusta, Georgia, 30906, USA

Schedule of Locations

028	911 4th Street, Augusta, Georgia, 30901, USA
029	4136 Mack Lane, Augusta, Georgia, 30906, USA
030	1840 Wylds Road, Augusta, Georgia, 30909, USA
031	2260 Walton Way, Augusta, Georgia, 30904, USA
032	1237 Laney Walker Boulevard, Augusta, Georgia, 30901, USA
033	1447 Jackson Road, Augusta, Georgia, 30909, USA
034	1927 Lumpkin Road, Augusta, Georgia, 30906, USA
035	346 Watkins Street, Augusta, Georgia, 30906, USA
037	3507 GA Highway 88, Blythe, Georgia, 30805, USA
038	3705 Old Waynesboro Road, Augusta, Georgia, 30906, USA
039	4185 Windsor Spring Road, Augusta, Georgia, 30906, USA
040	3446 Old Louisville Road, Augusta, Georgia, 30906, USA
041	2619 Lumpkin Road, Augusta, Georgia, 30906, USA
042	2618 Richmond Hill Road, Augusta, Georgia, 30906, USA
043	2243 Old Savannah Road, Augusta, Georgia, 30906, USA
046	1420 Flowing Wells Road, Augusta, Georgia, 30909, USA
047	302 Watkins Street, Augusta, Georgia, 30901, USA
051	1099 Reynolds Street, Augusta, Georgia, 30901, USA
052	3507 Walton Way, Augusta, Georgia, 30906, USA
054	1866 Ellis Street, Augusta, Georgia, 30904, USA
055	2163 Central Avenue, Augusta, Georgia, 30904, USA
056	1898 Martin Luther King Jr Boulevard, Augusta, Georgia, 30901, USA
057	1600 Brown Street, Augusta, Georgia, 30901, USA
058	1 Broad Street, Augusta, Georgia, 30901, USA

Schedule of Locations

059	2917 Willis Foreman Road, Hephzibah, Georgia, 30815, USA
060	1898 Highland Avenue, Augusta, Georgia, 30904, USA
061	2316 Tobacco Road, Augusta, Georgia, 30906, USA
065	1A 5th Street, Augusta, Georgia, 30901, USA
067	2029 Lumpkin Road, Augusta, Georgia, 30906, USA
069	3423 Mike Padgett Highway, Augusta, Georgia, 30906, USA
073	702 3rd Street, Augusta, Georgia, 30901, USA
074	120 Watkins Street, Augusta, Georgia, 30906, USA
075	4330 Deans Bridge Road, Blythe, Georgia, 30805, USA
076	1815 Marvin Griffin Road, Augusta, Georgia, 30906, USA
077	2051 Division Street, Augusta, Georgia, 30904, USA
078	1157 5th Street, Augusta, Georgia, 30901, USA
082	1710 Highland Avenue, Augusta, Georgia, 30904, USA
083	1600 Troupe Street, Augusta, Georgia, 30906, USA
084	2105 Lock & Dam Road, Augusta, Georgia, 30906, USA
085	622 4th Street, Augusta, Georgia, 30901, USA
086	2027 Lumpkin Road, Augusta, Georgia, 30906, USA
088	1488 Eisenhower Drive, Augusta, Georgia, 30904, USA
089	965 Hickman Road, Augusta, Georgia, 30904, USA
091	1349 Community Park Road, Augusta, Georgia, 30906, USA
092	300 Warren Road, Augusta, Georgia, 30907, USA
093	644 Aiken Street, Augusta, Georgia, 30901, USA
094	1014 11th Avenue, Augusta, Georgia, 30901, USA
095	1200 Nellieville Road, Augusta, Georgia, 30901, USA

Schedule of Locations

097	3431 Old McDuffie Road, Augusta, Georgia, 30906, USA
098	2309 Tobacco Road, Augusta, Georgia, 30906, USA
100	87 Milledge Road & 2205 Broad Street, Augusta, Georgia, 30904, USA
102	1500 Holley Street, Augusta, Georgia, 30901, USA
103	1850 Chester Avenue, Augusta, Georgia, 30906, USA
104	1915 Lumpkin Road, Augusta, Georgia, 30906, USA
105	2740 Mayo Road, Augusta, Georgia, 30907, USA
106	1610 Hunter Street, Augusta, Georgia, 30901, USA
109	432 Telfair Street, Augusta, Georgia, 30901, USA
110	836 Reynolds Street, Augusta, Georgia, 30901, USA
111	3103 Wrightsboro Road, Augusta, Georgia, 30906, USA
113	101 Riverfront Drive, Augusta, Georgia, 30901, USA
114	3129 GA Highway 88, Blythe, Georgia, 30805, USA
115	2540 Wheeler Road, Augusta, Georgia, 30904, USA
117	1546 & 1548 Broad Street, Augusta, Georgia, 30904, USA
119	2760 Peach Orchard Road, Augusta, Georgia, 30906, USA
120	1506 4H Club Road, Augusta, Georgia, 30906, USA
121	1506 4-H Club Road, Augusta, Georgia, 30906, USA
122	600 Broad Street, Augusta, Georgia, 30901, USA
123	3824 Maddox Road, Augusta, Georgia, 30909, USA
125	3117 Deans Bridge Road, Augusta, Georgia, 30906, USA
126	823 Telfair Street, Augusta, Georgia, 30901, USA
127	735 James Brown Boulevard, Augusta, Georgia, 30901, USA
128	3050 Deans Bridge Road, Augusta, Georgia, 30906, USA

Schedule of Locations

129	2816 Washington Road, Augusta, Georgia, 30909, USA
130	1056 Alexander Drive, Augusta, Georgia, 30909, USA
131	1832 Wylds Road, Augusta, Georgia, 30909, USA
132	4023 Jim Dent Way, Augusta, Georgia, 30904, USA
133	3425 Mike Padgett Highway, Augusta, Georgia, 30906, USA
134	400 & 402 Walton Way, Augusta, Georgia, 30901, USA
135	511 Reynolds Street, Augusta, Georgia, 30901, USA
136	3463A & 3463B Peach Orchard Road, Augusta, Georgia, 30906, USA
137	452 Walker Street, Augusta, Georgia, 30901, USA
146	712 4th Street, Augusta, Georgia, 30901, USA
148	1822 & 1826 Broad Street, Augusta, Georgia, 30904, USA
150	928 Telfair Street, Augusta, Georgia, 30901, USA
151	2844 Regency Boulevard Buildings A & B, Augusta, Georgia, 30904, USA
152	2820 Old Highway 1, Hephzibah, Georgia, 30815, USA
155	1001 4th Street, Augusta, Georgia, 30901, USA
156	1803 Marvin Griffin Rd, Augusta, Georgia, 30906-3811, USA
157	3431 Mike Padgett Highway, Augusta, Georgia, 30906-3815, USA
158	912 8th Street, Augusta, Georgia, 30901-2918, USA
160	4446 Old Waynesboro Rd, Hephzibah, Georgia, 30815-4352, USA
161	1351 Majestic Skies Way, Augusta, Georgia, 30906, USA
162	1151 Hephzibah-McBean Road, Augusta, Georgia, 30901, USA
163	2869 Central Avenue, Augusta, Georgia, 30909, USA
164	1775 Highland Avenue, Augusta, Georgia 30909, USA

A. POLICY TERM

FROM: 1 March 2025 12:01 a.m. Standard Time
TO: 1 March 2026 12:01 a.m. Standard Time

B. NAMED INSURED

Augusta Richmond County and its wholly or majority owned subsidiaries, and any interest which may now exist or hereinafter be created or acquired which are owned, controlled or operated by any one or more of those named insureds.

C. POLICY LIMIT

This Company's total limit of liability, including any insured Business Interruption loss, will not exceed the Policy Limit of USD 500,000,000 as a result of any one occurrence subject to the respective sub-limits of liability shown elsewhere in this Policy.

D. POLICY TERRITORY

Coverage provided by this Policy is limited to property while located within the United States of America.

Cyber Coverage Territory

Coverage provided in Data Restoration; Data Service Provider Property Damage and Business Interruption; and Owned Network Interruption is limited to anywhere in the world except Cuba; Iran; North Korea; Russian Federation; Sudan; Syria; and Crimea, Donetsk People's Republic (DPR) and Luhansk People's Republic (LPR) regions of Ukraine.

E. INSURANCE PROVIDED**Location Schedule**

This Policy covers property, as described in this Policy, against ALL RISKS OF PHYSICAL LOSS OR DAMAGE, except as hereinafter excluded, while located as follows:

See attached Schedule of Locations

Sub-Limited Location Schedule

This Policy covers property, as described in this Policy, against ALL RISKS OF PHYSICAL LOSS OR DAMAGE, except as hereinafter excluded, not to exceed the limits of liability specified for the coverages indicated, while located as follows:

There shall be no liability under this Policy when "NOT COVERED" is shown.

See attached Schedule of Sub-Limited Locations

F. SUB-LIMITS

Unless otherwise stated below or elsewhere in this Policy, the following sub-limits of liability, including any insured Business Interruption loss, will be the maximum payable and will apply on a per occurrence basis.

The sub-limits stated below or elsewhere in this Policy are part of and not in addition to the Policy Limit.

When a limit of liability applies to a location or property, such limit of liability will be the maximum amount payable for all loss or damage.

There shall be no liability under this Policy when "NOT COVERED" is shown as a sublimit.

Accounts Receivable	USD 2,500,000
Arson or Theft Reward	USD 250,000
Attraction Property	NOT COVERED
boiler and machinery	Policy Limit
Brand Protection	Policy Limit
Change of Temperature	USD 100,000
Civil or Military Authority	30 days
Communicable Disease - Business Interruption	NOT COVERED
Communicable Disease - Property Damage	USD 1,000 annual aggregate
communication towers and associated equipment attached to towers	USD 50,000
Contractual Penalties	NOT COVERED
Crisis Management	NOT COVERED

cyber event	<ol style="list-style-type: none"> 1. USD 1,000 annual aggregate for Data Restoration 2. USD 1,000 annual aggregate for Data Service Provider - Property Damage 3. USD 50,000 annual aggregate for loss or damage to stock in process or finished goods manufactured by or for the Insured caused by or resulting from cyber event that impacts the processing, manufacturing, or testing of such property or while it is otherwise being worked on.
Data Restoration	USD 500,000 annual aggregate
Data Service Provider - Business Interruption	NOT COVERED
Data Service Provider - Property Damage	USD 50,000 annual aggregate
Debris Removal	Policy Limit Not to exceed USD 100,000 for Location No. 047, 302 Watkins Street, Augusta, Georgia, 30901, USA
Decontamination Costs	Policy Limit
Deferred Payment	USD 100,000
Demolition and Increased Cost of Construction	Policy Limit
Earth Movement	USD 100,000,000 annual aggregate, not to exceed USD 50,000 annual aggregate for Data Service Provider - Property Damage, Errors and Omissions, Off-Premises Service Interruption - Property Damage and Unnamed Property, combined
Errors and Omissions	USD 1,000,000
Expediting Expenses	USD 1,000,000
Extended Period of Liability	NOT COVERED
Extra Expense	USD 5,000,000
fine arts	USD 5,000,000, not to exceed USD 10,000 per item for irreplaceable fine arts

Flood	<p>USD 50,000,000 annual aggregate, not to exceed the following:</p> <ol style="list-style-type: none"> 1. USD 5,000,000 annual aggregate for locations described on Tier I Flood Prone Locations, Appendix A, combined, not to exceed USD 2,000,000 annual aggregate for the following locations, combined: <ul style="list-style-type: none"> Location No. 016, 425 Wood Street, Augusta, Georgia, 30904, USA; Location No. 017, 2421 Riverlook Drive, Augusta, Georgia, 30904, USA; Location No. 018, 1820 Doug Barnard Parkway, Augusta, Georgia, 30906, USA; Location No. 026, 1941 Lumpkin Road, Augusta, Georgia, 30906, USA; Location No. 042, 2618 Richmond Hill Road, Augusta, Georgia, 30906, USA; Location No. 046, 1420 Flowing Wells Road, Augusta, Georgia, 30909, USA; Location No. 065, 1A 5th Street, Augusta, Georgia, 30901, USA; Location No. 081, 386 Prep Phillips Drive, Augusta, Georgia, 30901, USA; Location No. 083, 1600 Troupe Street, Augusta, Georgia, 30906, USA; Location No. 084, 2105 Lock & Dam Road, Augusta, Georgia, 30906, USA; Location No. 103, 1850 Chester Avenue, Augusta, Georgia, 30906, USA; Location No. 104, 1915 Lumpkin Road, Augusta, Georgia, 30906, USA; Location No. 113, 101 Riverfront Drive, Augusta, Georgia, 30901, USA; Location No. 126, 823 Telfair Street, Augusta, Georgia, 30901, USA; Location No. 153, 200 Dorsey Drive, Augusta, Georgia, 30905, USA and Location No. 154, 205 Dorsey Drive, Augusta, Georgia, 30905, USA 2. USD 50,000 annual aggregate for Data Service Provider - Property Damage, Errors and Omissions, Off-Premises Service Interruption - Property Damage and Unnamed Property, combined
Green Coverage	USD 100,000 not to exceed 25% of the amount of the property damage loss
Gross Earnings	NOT COVERED
Gross Profits	NOT COVERED
Ingress/Egress	NOT COVERED
Land and Water Clean Up Expense	USD 50,000 annual aggregate

landscaping, lawns, shrubs, trees and flowers	USD 100,000, not to exceed USD 1,000 per item
Leasehold Interest	NOT COVERED
Locks and Keys	USD 500,000
Logistics Extra Cost	NOT COVERED
Money and Securities	USD 250,000
Newly Acquired Property	USD 1,000,000
Off-Premises Service Interruption - Business Interruption	NOT COVERED
Off-Premises Service Interruption - Property Damage	USD 1,000,000
Owned Network Interruption	NOT COVERED
pavements and roadways	USD 100,000
Professional Fees	USD 250,000
Property Removed from a Location	Policy Limit
property under construction	USD 500,000
Protection and Preservation of Property - Business Interruption	NOT COVERED
Protection and Preservation of Property - Property Damage	Policy Limit, not to exceed USD 250,000 for security costs
Rental Income	NOT COVERED
Research and Development	NOT COVERED
Soft Costs	USD 100,000
solar panels and associated equipment	USD 100,000 annual aggregate
Supply Chain	NOT COVERED
Tax Treatment	USD 100,000

Tenants Legal Liability	USD 100,000
Terrorism	USD 100,000 annual aggregate, not to exceed USD 100,000 annual aggregate for Flood and Property Removed from a Location combined
Terrorism: Supplemental United States Certified Act of Terrorism Endorsement(s)	USD 500,000,000 for property located in the United States of America
Transit	USD 500,000, not to exceed USD 250,000 for Business Interruption
Unnamed Property	USD 1,000,000
valuable papers and records	USD 2,000,000, not to exceed USD 10,000 per item for irreplaceable valuable papers and records

G. QUALIFYING PERIODS AND DEDUCTIBLES

QUALIFYING PERIODS

This Company will not be liable for loss or damage unless the Qualifying Period below is exceeded. When the Qualifying Period is exceeded, the loss will be calculated beginning from the time of loss or damage. The Qualifying Periods for the following coverages are as follows:

Communicable Disease - Property Damage	48 hours
Data Restoration	48 hours
Data Service Provider - Property Damage	24 hours
Off-Premises Service Interruption - Property Damage	48 hours

DEDUCTIBLES

This Company will not be liable for loss or damage, including any insured Business Interruption loss, in any one occurrence until the amount of loss or damage exceeds the deductible amount shown below and then this Company will only be liable for its share of the loss or damage in excess of the deductible amount.

The following deductible amounts shall apply per occurrence, unless otherwise stated, for insured loss or damage under this Policy.

When two or more deductibles apply to a single occurrence, then no more than the largest deductible amount will apply. However, this Policy allows for the application of separate and distinct deductibles and deductibles for specific loss or damage as shown below.

When a day equivalent deductible is stated below it is calculated as follows. The 100% daily actual annual Business Interruption value that would have been earned had no loss occurred at the location where the physical damage happened plus that proportion of the 100% annual business interruption value at all other locations where Business Interruption loss ensues, divided by the number of annual working days.

When a % percent deductible is stated below it is calculated as follows:

1. The value of property at the time such loss or damage at the location where loss or damage occurs, in accordance with the valuation section of this Policy.
2. The annual Business Interruption value that would have been earned at the location where loss or damage occurs plus that proportion of the 100% Business Interruption value at all other locations where Business Interruption loss ensues, in accordance with the Business Interruption section of this Policy (if any).

earthquake	USD 100,000 per location
Flood	USD 100,000 per location Except USD 500,000 per location for locations described on Tier I Flood Prone Locations, Appendix A
water damage	USD 100,000 per location
wind and hail	Property Damage: 2% subject to a minimum of USD 100,000 per location
All Other Losses	USD 100,000

H. ADDITIONAL EXCLUSIONS

In addition to the exclusions elsewhere in this Policy, the following exclusions apply unless otherwise stated:

1. Vacant Locations

After 60 days from the date a location becomes vacant, coverage at such location is subject to the following:

This Company will:

1. Apply the following additional exclusions:

This Policy excludes loss or damage caused by or resulting from vandalism or malicious mischief, sprinkler leakage, glass breakage, liquid damage, changes of temperature, changes in relative humidity, theft, fungus, mold or mildew, collapse, and any loss covered under Demolition and Increased Cost of Construction; and

2. Value the insured physical loss amount under this Policy as of the date of loss at the place of loss, and for no more than the interest of the Insured based on the lesser of:
 - a) On property offered for sale on the date of the loss, the selling price.

- b) On property scheduled for demolition, the increased cost of demolition, if any, directly resulting from insured loss.
- c) The cost to repair or replace.
- d) The actual cash value.

The location(s) which are considered vacant include, but are not limited to the following:

Loc. No.	Title	Address
036		5098 Mike Padgett Highway, Augusta, Georgia, 30906, USA
048		2163 Central Avenue, Augusta, Georgia, 30904, USA
068		401 Hale Street, Augusta, Georgia, 30901, USA

DEFINITIONS is amended to include:

vacant means:

The Real Property is unoccupied or the property does not contain enough personal property, machinery or equipment to conduct customary business operations or services;

The Insured is the owner, or lessor, and 30% or less of the total rentable square footage of the location is leased, rented or occupied; or

The Insured is the lessee and the area rented to the Insured does not contain enough personal property, machinery or equipment to conduct customary business operations or services.

Real Property that is under active construction or renovation is not considered vacant unless construction or renovation has ceased for more than 60 consecutive days.

2. Property Exclusion - PRO 408 (01/17)

PROPERTY EXCLUDED is amended to include:

2020 Leona Street, Augusta, Georgia, 30901, USA
 1559 Eagles Way, Augusta, Georgia, 30904, USA
 1860 Kissinghower, Augusta, Georgia, 30906, USA
 4977 Windsor Spring Road, Augusta, Georgia, 30906, USA
 2830 Central Ave, Augusta, Georgia, 30909, USA
 2625 Washington Rd, Augusta, Georgia, 30904, USA
 525 Telfair St, Augusta, Georgia, 30901, USA
 5th Laney Walker, Augusta, Georgia, 30901, USA
 1698 Hunter Street, Augusta, Georgia, 30901, USA
 1800 Heath Street, Augusta, Georgia, 30904, USA
 2510 Allen Street, Augusta, Georgia, 30904, USA
 1132 & 1140 Merry Street, Augusta, Georgia, 30904, USA
 1516 Fenwick Street, Augusta, Georgia, 30904, USA
 401 Walton Way, Augusta, Georgia, 30901, USA
 3116A Augusta Tech Drive, Augusta, Georgia, 30906, USA
 1828 - 1835 Smith Cemetery Road, Augusta, Georgia, 30906, USA
 2502 Allen Street, Augusta, Georgia, 30904, USA
 3140 Augusta Tech Drive, Augusta, Georgia, 30906, USA

298 Prep Phillips Drive, Augusta, Georgia, 30901, USA
 971 Broad Street, Augusta, Georgia, 30901, USA
 1740 Walton Way, Augusta, Georgia, 30904, USA
 78 Milledge Road, Augusta, Georgia, 30904, USA
 2615 Tobacco Road, Hephzibah, Georgia, 30815, USA
 2619 Tobacco Road, Hephzibah, Georgia, 30815, USA
 3408 Blackstone Street, Augusta, Georgia, 30906, USA

3. Personal Property Exclusion - PRO 408 (01/17)

PROPERTY EXCLUDED is amended to include:

Personal Property at the following location(s):

Loc. No.	Title	Address
031		2260 Walton Way, Augusta, Georgia, 30904, USA
032		1237 Laney Walker Boulevard, Augusta, Georgia, 30901, USA
033		1447 Jackson Road, Augusta, Georgia, 30909, USA
034		1927 Lumpkin Road, Augusta, Georgia, 30906, USA
126		823 Telfair Street, Augusta, Georgia, 30901, USA

4. Transmission and Distribution Systems Exclusion - PRO 132 (01/19)

PROPERTY EXCLUDED is amended to include:

transmission and distribution systems, except at a described location but not within the 1,000 feet extension provided by the PROPERTY INSURED wording.

5. Location Debris Removal Only Coverage (Property Damage) - PRO 383 (04/15)

PROPERTY EXCLUDED is amended to include the following:

Property at the following location(s):

Loc. No.	Title	Address
047		302 Watkins Street, Augusta, Georgia, 30901, USA

Except for Debris Removal coverage.

This Policy covers Debris Removal for the following location(s):

Loc. No.	Title	Address
047		302 Watkins Street, Augusta, Georgia, 30901, USA

6. Fort Eisenhower Exclusion - PRO 408 (01/17)

PROPERTY EXCLUDED is amended to include:

All property at Fort Eisenhower, Augusta, Georgia, 30905, USA

Except at the following location(s):

Loc. No.	Title	Address
153	Fort Eisenhower Irrigation Water Treatment Plant	200 Dorsey Drive, Augusta, Georgia, 30905, USA
154	AUD Fort Eisenhower Admin Building	205 Dorsey Drive, Augusta, Georgia, 30905, USA

I. SPECIAL TERMS AND CONDITIONS**1. Actual Cash Value - Roof Coverings**

LOSS ADJUSTMENT AND SETTLEMENT, VALUATION, item 1., is amended to:

1. Adjustment of physical loss to property resulting from wind and hail will be determined based on the lesser of the following unless stated otherwise below or elsewhere in this Policy:

- a) The actual cash value;
- b) The cost to repair;
- c) The cost to rebuild or replace on the same site with new materials of like size, kind and quality;
- d) The cost to rebuild, repair or replace on the same or another site, but not to exceed the size and operating capacity that existed on the date of loss.

Applying to any roof coverings, including but not limited to fasteners, insulation boards, cover boards, membranes, and other components of the above deck roofing systems, 15 years of age or older at all locations.

deductibles

The % deductible for the above (if any) will be based on the valuation of the location prior to the roof covering valuation change above.

2. Historical Replacement Cost - PRO 157 (01/17)

LOSS ADJUSTMENT AND SETTLEMENT, VALUATION, is amended to include:

With respect to buildings designated by a local, state, or federal authority to be of historical significance or of historical value, such rebuilding, repairing or replacement shall be with modern material, workmanship processes, technologies and designs, and shall not include the cost of re-creating outdated, archaic or antiquated materials, workmanship, processes, technologies, or designs, whether or not such cost otherwise would be covered under ADDITIONAL COVERAGES, Demolition and Increased Cost of Construction.

3. United States Certified Act of Terrorism - PRO 207 (01/20)

As respects the United States, its territories and possessions and the Commonwealth of Puerto Rico, the definition of terrorism is declared null and void and it is agreed that a Certified Act of Terrorism under the terms of the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT attached to this Policy shall be considered terrorism within the terms of this Policy. Notwithstanding anything contained in this Policy to the contrary, this Policy provides coverage for direct physical loss or damage to insured property and any resulting BUSINESS INTERRUPTION loss, as provided in the Policy, caused by or resulting from a Certified Act of Terrorism only to the extent coverage is provided under the terms and conditions of the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT attached to this Policy. Any difference in limit between loss recoverable under the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT and this Policy is not recoverable under this Policy.

J. INDEX OF FORMS

The following forms are made part of this Policy:

<u>Title</u>	<u>Form No.</u>	<u>Edition</u>
Declarations Page	PRO DEC 4100	(01/24)
Declarations	PRO S-1 4100	(01/20)
All Risk Coverage	PRO AR 4100	(01/23)
Tier I Flood Prone Locations	Appendix A	Version 001
Supplemental United States Certified Act of Terrorism Endorsement	AFM 7312	(06/21)
Georgia Amendatory Endorsement	AFM 2376	(01/23)

SCHEDULE OF SUB-LIMITED LOCATIONS**Sub-Limited Location Schedule**

Loc. No.	Title	Address
007		3421 Mike Padgett Highway, Augusta, Georgia, 30906, USA
Sub-limit of liability:		
	Real & Personal Property	USD 6,579,696
	Business Interruption	NOT COVERED
036		5098 Mike Padgett Highway, Augusta, Georgia, 30906, USA
Sub-limit of liability:		
	Real & Personal Property	USD 229,434
	Business Interruption	NOT COVERED
048		2163 Central Avenue, Augusta, Georgia, 30904, USA
Sub-limit of liability:		
	Real & Personal Property	USD 961,340
	Business Interruption	NOT COVERED
050		1439 Walton Way, Augusta, Georgia, 30901, USA
Sub-limit of liability:		
	Real & Personal Property	USD 542,690
	Business Interruption	NOT COVERED
068		401 Hale Street, Augusta, Georgia, 30901, USA
Sub-limit of liability:		
	Real & Personal Property	USD 350,234
	Business Interruption	NOT COVERED
081		386 Prep Phillips Drive, Augusta, Georgia, 30901, USA
Sub-limit of liability:		
	Personal Property	NOT COVERED
	Real Property	USD 441,510
	Business Interruption	NOT COVERED
099		2101 Telfair Street, Augusta, Georgia, 30904, USA
Sub-limit of liability:		
	Real & Personal Property	USD 96,843
	Business Interruption	NOT COVERED
107		902 James Brown Boulevard & 903 8th Street, Augusta, Georgia, 30901, USA
Sub-limit of liability:		
	Real & Personal Property	USD 979,251
	Business Interruption	NOT COVERED
147		3405 Mike Padgett Highway, Augusta, Georgia, 30906, USA
Sub-limit of liability:		
	Real & Personal Property	USD 1,010,348
	Business Interruption	NOT COVERED

153		200 Dorsey Drive, Augusta, Georgia, 30905, USA
Sub-limit of liability:		
	Personal Property	USD 5,232,400
	Real Property	USD 21,852,480
	Business Interruption	NOT COVERED
154		205 Dorsey Drive, Augusta, Georgia, 30905, USA
Sub-limit of liability:		
	Personal Property	USD 267,800
	Real Property	USD 2,403,773
	Business Interruption	NOT COVERED
159		2803 Wrightsboro Rd, Augusta, Georgia, 30909-3913, USA
Sub-limit of liability:		
	Personal Property	USD 257,500
	Real Property	NOT COVERED
	Business Interruption	NOT COVERED

Property Definitions

Actual Cash Value: This valuation method pays for the cost to repair or replace damaged property with like kind and quality, less reasonable deductions for wear and tear, deterioration, and economic obsolescence.

Agreed Value: This coverage is used to remove the coinsurance requirement for covered property. With it your company agrees that the amount of coverage purchased is adequate, and any coinsurance requirements are waived if the limit of insurance equals the agreed value.

Basic Cause of Loss: This coverage is used to provide protection for the following causes of loss: fire, lightning, explosion, windstorm, hail, smoke (except from agricultural smudging or industrial operations), aircraft, vehicles, riot, civil commotion, vandalism, sprinkler leakage, sinkhole collapse, and volcanic action.

Broad Cause of Loss: This coverage is used to provide protection for the following causes of loss: fire, lightning, explosion, windstorm, hail, smoke (except from agricultural smudging or industrial operations), aircraft or vehicles, riot, civil commotion, vandalism, sprinkler leakage, sinkhole collapse, volcanic action, breakage of glass, falling objects, weight of snow, ice or sleet (except for damage to gutters, downspouts or personal property outside of buildings), and limited water damage.

Business Income: This coverage is used to insure against loss of income that you experience because of a suspension of your business when insured property has been damaged by a "covered" peril. If indicated on the proposal, it may also include additional expenses needed to continue business. Refer to the specific Business Income form for any set "period of restoration" limitations.

Coinurance: A policy may contain a coinsurance clause requiring that the limit of coverage be a minimum percentage (usually 80%) of the insurable value of your property. If the amount of insurance carried is less than what is required by this clause, any claim payment may be reduced by the same percentage as the deficiency. For example, covered property worth \$100,000 may require a minimum of 80%, or \$80,000, of coverage for compliance with the policy's coinsurance requirement. If only \$60,000 of coverage is carried (25% less than the required \$80,000), then any loss payment would be reduced by 25%.

Coverage Summary: Direct physical loss of or damage to covered property at described premises caused by or resulting from a covered Cause of Loss.

Earthquake: This coverage is used to provide protection for loss due to earth movement including earthquake shocks and volcanic eruption.

Flood: This coverage is used to provide coverage against loss due to water damage arising from flooding, surface water, tides, tidal waves, and the overflow of any body of water.

Functional Replacement Cost: This valuation method is used in situations where replacing damaged or destroyed property is impractical, impossible, or unnecessary. It affords you the ability to substitute property which is substantially different in value or cost from the original property. Consequently, you are allowed to carry policy limits lower than what would normally be required.

Property Definitions - Continued

Guaranteed Replacement Cost: When added to your policy, this endorsement guarantees to repair or rebuild a covered building even if the reconstruction costs are greater than the amount of coverage specified for that building.

Property Specific Basis: Property protection is provided for a specified limit of insurance at each individually described premise.

Property Blanket Basis: Blanket protection combines a number of separate property coverages and/or coverages at two or more locations under a single combined limit of insurance.

Replacement Cost: This valuation method pays for the cost to repair or replace damaged items with like kind and quality without deduction for depreciation. This is important since you could face a substantial loss if you must replace property at today's prices but receive only the depreciated value of the property that was destroyed.

Special Cause of Loss: This coverage will protect covered property against direct physical loss arising from any cause not specifically "excluded". Example of exclusions are **flood**, **earthquake**, rust, corrosion, fungi, mold, damage to property being worked on, artificially generated electrical currents, damage by rain, snow, or sleet to property in the open. Refer to the special cause of loss form for additional exclusions.

Vacancy: All property policies include a condition that limits or reduces coverage when a building is **vacant** or considered vacant as defined by the insurance policy. For certain causes of loss, coverage is completely eliminated. The policy can include wording that defines a building as considered **vacant** beyond a certain period of time or a certain percentage of the square footage of the building is not used to conduct customary operations. In most cases, policies or coverage forms that apply to commercial property require additional premium and endorsement in order for insurance coverage to continue during a period of **vacancy**.

Valuation: The value basis by which the covered property is replaced after the loss.

Coverage Recommendations

We have been dependent upon information provided by you to evaluate your exposures to loss. However, if there are other areas that need to be evaluated, please bring these areas to our attention. ***Specifically, we ask that you review and consider the following items:***

HIGHER LIMITS:	In today's litigious society, many businesses have found it necessary to increase their limits of liability to ensure adequate protection for their assets in the event of a loss. Higher limits of liability may be available. To ensure your level of comfort, please carefully review the limits of coverage shown in this proposal
BUSINESS INTERRUPTION:	A time element coverage which pays for loss of earnings when business operations are curtailed or suspended due to property loss as a result of an insured cause of loss. Also covered are loss of rents and rental value. Extra expenses incurred to continue operations at another location are included as long as they reduce the total amount of loss.
BUILDING ORDINANCE:	Provides coverage including (1) Demolition Cost, (2) Increased Cost of Construction, and (3) Coverage for Undamaged Portion of your "older" buildings. By law, a building not in conformance with current building codes could be required to be demolished or remodeled to satisfy all current building requirements. Insurance protection for these exposures is not contemplated by the standard property "form".
EMPLOYEE DISHONESTY:	Reimburses you for loss of money or other property because of a fraudulent or dishonest act committed by an employee.
FLOOD INSURANCE:	Protects your property against loss by flood, high tides or waves, or rising water due to severe storms, which are normally perils excluded by the "All Risk" property forms. Mudslide, if a result of general floods conditions, is also covered. Coverage against damage done by the rising or overflowing of bodies of water.
EARTHQUAKE INSURANCE:	Protects your property against loss by earthquake and volcanic eruption, which are normally perils excluded by the "Special" property forms.
EMPLOYMENT PRACTICES LIABILITY:	Insures against a wide spectrum of claims arising from the Americans With Disability Act, the Civil Rights Act of 1991, and other state and federal civil rights laws affecting employment related discrimination, sexual harassment and wrongful termination.
DIRECTORS & OFFICERS LIABILITY:	Covers your officers and directors from claims brought because of alleged negligent acts and errors or omissions, while acting within the capacity of their official duties.
FIDUCIARY LIABILITY:	The Employee Retirement Income Security Act (ERISA) imposed an obligation on employee benefit plan fiduciaries to act solely in the interest of participants and beneficiaries. Under the law, fiduciaries are personally liable for any breach of their responsibilities. Fiduciary Liability coverage protects the personal assets of trustees.

Coverage Recommendations - Continued

INTERNATIONAL:

Do you have any customers that have foreign sales, imports or exports?
 Do you sell any products over the internet?
 Do any of your employees travel outside the United States on business?
 Do you attend trade fairs or exhibitions overseas?
 Do you have any customers looking for new markets overseas – including Canada and Mexico?
 Do you have any overseas facilities, licensing, subcontracting or joint ventures?
 Do you have an Ocean Cargo policy?
 Do you have any customers that travel overseas routinely to service sold products or equipment?

If you have answered yes to any of these questions, you may need to purchase local statutory required coverage for the country(s) where you have exposures. When companies do business in foreign countries, they can encounter a myriad of unfamiliar laws, languages and customs. Foreign Liability Insurance is the first line of defense against costly legal actions arising from events occurring outside U.S. borders.

POLLUTION:

Contractor's Pollution Liability (CPL): Provides coverage for loss as a result of claims for bodily injury, property damage, or clean-up costs caused by pollution conditions resulting from covered operations; applies to sudden and gradual pollution events; coverage can be amended to include vicarious professional exposure, non-owned disposal sites, transportation, and limited premises liability.

Pollution Legal Liability (PLL): facility-based coverage for listed locations; provides on-site and off-site coverage for bodily injury, property damage, and clean-up for pollution conditions on, at, under, or emanating from a covered location; coverage can be for pre-existing and/or new conditions; coverage can be amended to include non-owned disposal sites, transportation, and business interruption.

Tank Coverage: provides coverage for third-party claims and first-party remediation costs for a storage tank incident from a scheduled tank; coverage can be used to satisfy the insured's obligation to demonstrate financial responsibility under State Tank Financial Requirements.

Coverage Recommendations - Continued

PRIVACY LIABILITY AND NETWORK SECURITY LIABILITY COVERAGE:

Privacy Liability coverage is one of the fastest growing areas of Commercial Insurance, with Insurers now providing far more comprehensive coverage than they have in the past. Network Security coverage (or "Cyber Liability"), while still being a valid form of coverage, is simply inadequate on its own to fully protect a company's exposures under Privacy Legislation enacted in the last few years. Virtually every company has some form of Privacy Liability exposure and policies can be structured to provide the following:

- **Privacy Liability:**
 - Covers loss arising out of the organization's failure to protect sensitive personal or corporate information *in any format*.
 - Provides coverage for regulatory proceedings brought by a government agency alleging the violation of any state, federal, or foreign identity theft or privacy protection legislation.
- **Privacy Claim Expenses Coverage:**
 - Covers expenses to retain a computer forensics firm to determine the scope of a breach, to comply with privacy regulations, to notify and provide credit monitoring services to affected individuals, and to obtain legal, public relations or crisis management services to restore the company's reputation.
- **Network Security Liability:**
 - Covers any liability of the organization arising out of the failure of network security, including unauthorized access or unauthorized use of corporate systems, a denial of service attack, or transmission of malicious code.
- **Internet Media Liability:**
 - Covers infringement of copyright or trade mark, invasion of privacy, libel, slander, plagiarism, or negligence arising out of the content on the organization's internet website.
- **Network Extortion:**
 - Covers extortion monies and associated expenses arising out of a criminal threat to release sensitive information or bring down a network unless consideration is made.
- **Network Business Interruption:**
 - Covers for Business Interruption Losses as a result of an interruption of computer systems caused by the failure of computer security systems to prevent:
 - a virus being introduced into the computer system, or
 - unauthorized access to the computer system.
- **Contingent Business Interruption:**
 - An extension to the Network BI Cover to provide cover for losses due to the impairment of the Insured company's business operations following a disruption to an IT Provider's system.
- **Professional Liability:**
 - For companies providing professional services to their clients, Privacy Liability policies can also be arranged to include a company's Professional Liability exposures in the technology field (which requires a specific insuring clause) or in providing non-technology services.

Compensation Disclosure and Limitation of Liability

Marsh & McLennan Agency LLC (“MMA”) prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA engages with clients on behalf of itself and in some cases as agent on behalf of its non-US affiliates with respect to the services we may provide. For a list of our non-US affiliates, please visit: <https://mma.marshmma.com/non-us-affiliates>. In those instances, MMA will bill and collect on behalf of the non-US Affiliates amounts payable to them for placements made by them on your behalf and remit to them any such amounts collected on their behalf;

MMA receives compensation through one or a combination of the following methods:

- **Retail Commissions** – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client.
- **Client Fees** – Some clients may negotiate a fee for MMA’s services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA’s engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client’s placements.
- **Contingent Commissions** – Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.
- **Supplemental Commissions** – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer’s performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.
- **Wholesale Broking Commissions** – Sometimes MMA acts as a wholesale insurance broker. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured. As the wholesaler, MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail agent does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.

- **Medallion Program and Sponsorships** – Pursuant to MMA's Medallion Program, participating carriers sponsor educational programs, MMA events and other initiatives. Depending on their sponsorship levels, participating carriers are invited to attend meetings and events with MMA executives, have the opportunity to provide education and training to MMA colleagues and receive data reports from MMA. Insurers may also sponsor other national and regional programs and events.
- **Other Compensation & Sponsorships** – From time to time, MMA may be compensated by insurers for providing administrative services to clients on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and events.

We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at <https://www.marshmma.com/us/compensation-guide.html>.

MMA's aggregate liability arising out of or relating to any services on your account shall not exceed ten million dollars (\$10,000,000), and in no event shall we be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss arising out of or relating to such services. In addition, you agree to waive your right to a jury trial in any action or legal proceeding arising out of or relating to such services. The foregoing limitation of liability and jury waiver shall apply to the fullest extent permitted by law.

Rev: September 8, 2022

Minimum Earned & Deposit Premiums

Minimum Deposit

Minimum and deposit is the amount of premium due at inception. Although the policy is “ratable”, subject to adjustment based on a rate per exposure unit, under no circumstances will the annual earned premium be less than the minimum deposit premium. The policy may generate an additional premium on audit, but will not result in a return. If such a policy is cancelled mid-term, the earned premium is the greater of the annual minimum multiplied by the short rate or pro-rate factor, or the actual earned as determined by audit, subject to a short rate penalty if applicable.

Minimum Earned Premium

A minimum earned premium endorsement can be attached to either a flat charge policy or an adjustable policy. In either case, this amount is the least that will be retained by the carrier once the policy goes into effect. The amount retained would be the greater of the actual earned premium whether calculated on a pro-rate or short-rate basis, or the minimum earned premium.

Flat Cancellations

Surplus lines carriers typically do not allow flat cancellations. Once the policy is in effect, some premium will be earned, and the amount or percentage is outlined in the policy.

Direct Bill Policies

Notices you receive from your insurer regarding past due premiums or cancellation due to non-payment of premium shall be considered notice from Marsh & McLennan Agency LLC (MMA). As a matter of general practice, MMA does not provide notice of a potential lapse of coverage due to non-payment of premium to clients where coverage is written on a direct bill basis.

Proposal Disclaimer

Marsh & McLennan Agency LLC (“MMA”) thanks you for the opportunity to discuss your insurance and risk management program. No coverage is provided by this summary. Coverage conditions are highlights only and are subject to exclusions and additional terms as stated within the policy. Not all exclusions, terms and conditions are shown. If there are any differences between the policy and the proposal, the policy prevails. For details of coverage, refer to policy forms, terms and conditions.

We have evaluated your exposures to loss and developed this proposal based upon the information that you have provided to us. If you are aware of other areas of potential exposure that need to be evaluated or of additional information of which we should be aware prior to binding of coverage, please bring the other areas or additional information to our attention as soon as possible. Should any of your exposures change after coverage is bound, please notify us immediately.

Client Contracts

In the event that you enter into a contract that has specific insurance requirements, MMA will review your contract, but only in regards to the insurance requirements of the contract. The scope of our review will be to determine if the current insurance program which you have placed through our agency addresses the types and amounts of insurance coverage referenced by the contract. We will identify the significant insurance obligations and will provide a summary of the changes required in your current insurance program to meet the requirements of the contract. Upon your authorization, we will make the necessary changes in your insurance program. We will also be available to discuss any insurance requirements of the contract with your attorney, if desired.

In performing a contract review, MMA is not providing legal advice or a legal opinion concerning any portion of the contract. In addition, MMA is not undertaking to identify all potential liabilities that may arise under any such contracts. A contract review is provided solely for your information and should not be relied upon by third parties. Any descriptions of the insurance coverages are subject to the terms, conditions, exclusions, and other provisions of the contract and of the insurance policies and applicable regulations, rating rules or plans.

Credit Policy

Marsh & McLennan Agency (MMA) strives to offer the highest quality of service at the most competitive price possible. Accordingly, we have the following credit policy in place to assure that your coverage is not interrupted during the policy term.

All premiums are due on the invoice date or effective date of the insurance, whichever is later. Always submit the remittance copy with your payment. If a remittance copy is not submitted, we will apply the cash to the oldest items on the account. Also, credit memos that cannot be applied against the original invoice will be applied to the oldest items on the account unless you direct us otherwise.

If installment payments are available and provided under insurance policy terms, you will receive an invoice for each installment. Installments are due on the effective date of the invoice. MMA does not finance annual or installment premiums. However, should you wish to finance your premium, we can place your financing with an approved insurance premium finance company.

Your Account Manager maintains on-line access to all of your coverage, premium and accounting detail and will be able to answer most billing questions. Any other questions will be referred directly to our accounting department for immediate response. We thank you for your support and business.

Did you know Marsh & McLennan Agency offers two options to pay your bill online, using a valid checking/savings account or via credit card? Our system is safe and secure and is an easy tool to pay your invoices online.

Pay Your Bill Online

Direct Link to Payment via Checking/Savings Account: <https://serviceapi.securfee.com/marshmma>

Direct Link to Payment via Credit Card: <https://serviceapi.securfee.com/marshmma>

Frequently Asked Questions

- You can pay any invoice using a valid Checking or Savings account or Credit Card.
- Both payment gateways seamlessly integrate with our existing website and can securely accept multiple payment options.
- Credit Card payments require a Policy Number, Named Insured & Address
- There will be a 3.5% fee charged to the cardholder by Secure.
- Checking/Savings payments require a Client Code/Bill to Code, Invoice #, Invoice Amount, Email Address, Policy Number, Named Insured & Address
- There is no additional fee for payments via valid Checking/Savings Account.

AM Best Rating Scale

GUIDE TO BEST'S FINANCIAL STRENGTH RATINGS – (FSR)

A Best's Financial Strength Rating (FSR) is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. An FSR is not assigned to specific insurance policies or contracts and does not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. An FSR is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. In addition, an FSR may be displayed with a rating identifier, modifier or affiliation code that denotes a unique aspect of the opinion.

Best's Financial Strength Rating (FSR) Scale

Rating Categories	Rating Symbols	Rating Notches*	Category Definitions
Superior	A+	A++	Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
Excellent	A	A-	Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
Good	B+	B++	Assigned to insurance companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
Fair	B	B-	Assigned to insurance companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Marginal	C+	C++	Assigned to insurance companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Weak	C	C-	Assigned to insurance companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
Poor	D	-	Assigned to insurance companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.

* Each Best's Financial Strength Rating Category from "A+" to "C" includes a Rating Notch to reflect a gradation of financial strength within the category. A Rating Notch is expressed with either a second plus "+" or a minus "-".

Financial Strength Non-Rating Designations

Designation Symbols	Designation Definitions
E	Status assigned to insurers that are publicly placed, via court order into conservation or rehabilitation, or the international equivalent, or in the absence of a court order, clear regulatory action has been taken to delay or otherwise limit policyholder payments.
F	Status assigned to insurers that are publicly placed via court order into liquidation after a finding of insolvency, or the international equivalent.
S	Status assigned to rated insurance companies to suspend the outstanding FSR when sudden and significant events impact operations and rating implications cannot be evaluated due to a lack of timely or adequate information; or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements.
NR	Status assigned to insurance companies that are not rated; may include previously rated insurance companies or insurance companies that have never been rated by AM Best.

Rating Disclosure – Use and Limitations

A Best's Credit Rating (BCR) is a forward-looking independent and objective opinion regarding an insurer's, issuer's or financial obligation's relative creditworthiness. The opinion represents a comprehensive analysis consisting of a quantitative and qualitative evaluation of balance sheet strength, operating performance, business profile and enterprise risk management or, where appropriate, the specific nature and details of a security. Because a BCR is a forward-looking opinion as of the date it is released, it cannot be considered as a fact or guarantee of future credit quality and therefore cannot be described as accurate or inaccurate. A BCR is a relative measure of risk that implies credit quality and is assigned using a scale with a defined population of categories and notches. Entities or obligations assigned the same BCR symbol developed using the same scale, should not be viewed as completely identical in terms of credit quality. Alternatively, they are alike in category (or notches within a category), but given there is a prescribed progression of categories (and notches) used in assigning the ratings of a much larger population of entities or obligations, the categories (notches) cannot mirror the precise subtleties of risk that are inherent within similarly rated entities or obligations. While a BCR reflects the opinion of A.M. Best Rating Services, Inc. (AM Best) of relative creditworthiness, it is not an indicator or predictor of defined impairment or default probability with respect to any specific insurer, issuer or financial obligation. A BCR is not investment advice, nor should it be construed as a consulting or advisory service, as such; it is not intended to be utilized as a recommendation to purchase, hold or terminate any insurance policy, contract, security or any other financial obligation, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. Users of a BCR should not rely on it in making any investment decision; however, if used, the BCR must be considered as only one factor. Users must make their own evaluation of each investment decision. A BCR opinion is provided on an "as is" basis without any expressed or implied warranty. In addition, a BCR may be changed, suspended or withdrawn at any time for any reason at the sole discretion of AM Best.

For the most current version, visit www.ambest.com/ratings/index.html. BCRs are distributed via the AM Best website at www.ambest.com. For additional information regarding the development of a BCR and other rating-related information and definitions, including outlooks, modifiers, identifiers and affiliation codes, please refer to the report titled "Guide to Best's Credit Ratings" available at no charge on the AM Best website. BCRs are proprietary and may not be reproduced without permission.

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Version 121719

Client Authorization to Bind Coverage

LINES OF COVERAGE TO BIND

Coverage Description	Effective Dates
PROPERTY	3/20/2025 – 3/20/2026

(Please initial)

_____ Bind as Proposed

_____ Bind with the following changes

Authorized Signature _____

Title/Position _____

Date _____

No coverage is provided by this summary. Coverage conditions are highlights only and are subject to exclusions and additional terms as stated within the policy. Not all exclusions, terms and conditions are shown. If there are any differences between the policy and the proposal, the policy prevails. For details of coverage, refer to policy forms, terms and conditions.

Payments

MINIMUM EARNED PREMIUMS

A minimum earned premium endorsement can be attached to either a flat charge policy or an adjustable policy. In either case, this amount is the least that will be retained by the carrier once the policy goes into effect. The amount retained would be the greater of the actual earned premium whether calculated on a pro-rate or short-rate basis, or the minimum earned premium. Surplus lines carriers almost never allow flat cancellations. Once the policy is in effect, some premium will be earned.

PAYMENT POLICY

Marsh McLennan Agency strives to offer the highest quality of service. Accordingly, we have the following payment policy in place to assure that your coverage is not interrupted during the policy term.

- For agency bill policies: All premiums are due on the invoice date or effective date of the insurance, whichever is later. Always submit the remittance copy with your payment. If a remittance copy is not submitted, we will apply the cash to the oldest item on the account. Also, credit memos that cannot be applied against the original invoice will be applied to the oldest items on the account unless you direct us otherwise. Your Service Team maintains the on-line access to all of your coverage, premium and accounting detail and will be able to answer most billing questions. Any other questions will be referred directly to our accounting department for immediate response.
- For direct bill policies: You will receive notices from your insurer regarding past due premiums or cancellations due to non-payment of premium. As a matter of general practice, MMA does not provide notice of potential lapse of coverage due to non-payment of premium to clients where coverage is written on a direct bill basis.
- If installment payments are available and provided under insurance policy terms, you will receive an invoice for each installment. Installments are due on the effective date of the invoice. Marsh & McLennan Agency does not finance annual or installment premiums. However, should you wish to finance your premium, we can place your financing with an approved insurance premium finance company.

We thank you for your support and business.

Pay Your Bill Online

Direct Link to Payment via Checking/Savings Account: <https://serviceapi.securfee.com/marshmma>

Direct Link to Payment via Credit Card: <https://serviceapi.securfee.com/marshmma>

Frequently Asked Questions

- You can pay any invoice using a valid Checking or Savings account or Credit Card.
- Both payment gateways seamlessly integrate with our existing website and can securely accept multiple payment options.
- Credit Card payments require a Policy Number, Invoice Number, First & Last Name, Email Address, Named Insured on Policy & Address
- There will be a 3.5% fee charged to the cardholder by SecureFee for Credit Card Payments.
- Checking/Savings payments require a Policy Number, Invoice Number, First & Last Name, Email Address, Named Insured on Policy & Address.
- There will be a non-refundable \$4.00 security and delivery fee charged by SecurFee for ACH/Checking payment transactions.



Finance Committee

Meeting Date: March 11, 2025

SPLOST 8 update to funding timeline

Department:	Finance
Presenter:	Timothy E. Schroer, Interim Finance Director
Caption:	Adopt updated funding timeline for Coliseum Authority Debt Service.
Background:	<p>The C-SPLOST bonds issued for the new coliseum were issued as taxable to allow for the maximum flexibility for the project. The Coliseum Authority issued Tax Exempt bonds in 2021 to initiate the renovation of the Bell Auditorium. The debt service provided from SPLOST 8 funding. To maintain compliance with IRS regulations, the 2021 bonds need to be retired earlier than originally projected. The bonds are now projected to be retired in the second quarter of 2025 instead of the fourth quarter of 2026.</p>
Analysis:	<p>The annual project funding timeline has been adjusted to reflect:</p> <ol style="list-style-type: none"> 1. Earlier funding of Coliseum Debt Service 2. Deferring Coliseum Pay as you go funding to 2026 3. Deferring funding of Fleet Maintenance Facility and Juvenile Court Facility. These projects are currently underfunded based on the current project scope. Deferring funding allocation will not affect the progress of any scope development or project design. <p>The attached documents include:</p> <ol style="list-style-type: none"> a. Funding timeline adopted September 5, 2023 b. Revised funding timeline c. Schedule detailing the difference in funding between the revised timeline and the adopted timeline.
Financial Impact:	SPLOST 8 Coliseum Authority debt service project will receive funding at an accelerated rate. Funding for ongoing projects will not be affected by this change.
Alternatives:	Create an alternative funding timeline
Recommendation:	Adopted funding timeline as presented
Funds are available in the following accounts:	Fund 330
<u>REVIEWED AND APPROVED BY:</u>	N/A

Augusta Georgia
SPLOST 8
Revised Funding Timeline

Item 37.

	Adopted allocation - 9/5/2023								
Department	Project		Bonds - 2023	2022	2023	2024	2025	2026	Totals
									\$ -
Public Safety	Vehicles								
Fleet	Sheriff's Office	\$ 6,000,000		\$ 1,000,000	\$ 500,000	\$ 1,255,000	\$ 2,000,000	\$ 1,245,000	\$ 6,000,000
Fleet	District Attorney's Office	100,000		50,000	50,000				100,000
Fleet	Marshal's Department	600,000		160,000	120,000	200,000	60,000	60,000	600,000
Fleet	RCCI	165,000				107,500	57,500		165,000
Fleet	Coroner's Office	40,000		40,000					40,000
Fleet	Animal Services	200,000		100,000		50,000	50,000		200,000
Fleet	Solicitor's Office - CVAP	30,000				30,000			30,000
Fleet	Replacement Vehicles	1,800,000		340,000	500,000	360,000	240,000	360,000	1,800,000
Fire	Air Packs and Cylinders for Augusta Fire	1,000,000		500,000	150,000	100,000	100,000	150,000	1,000,000
IT	MDT Replacements for Existing Vehicles	1,000,000		350,000	200,000	-	225,000	225,000	1,000,000
Sheriff	Downtown Video Security Enhancements	500,000		500,000					500,000
	RCCI New Facility	11,000,000	11,000,000	-	-	-			11,000,000
	Total - Public Safety	22,435,000	11,000,000	3,040,000	1,520,000	2,102,500	2,732,500	2,040,000	22,435,000
Quality of Life									
Recreation	Dyess Park	6,000,000	6,000,000	-				-	6,000,000
Recreation	Cemeteries	600,000		600,000		-		-	600,000
Recreation	Fleming Park	5,000,000	5,000,000	-	-				5,000,000
Recreation	Fleming Tennis Center	3,000,000		500,000	2,500,000				3,000,000
Recreation	Newman Tennis Center	4,000,000	4,000,000					-	4,000,000
Recreation	JS Lake Olmstead - Casino	4,500,000			712,500	1,070,000	630,000	2,087,500	4,500,000
Recreation	Park Improvements (Big Oak, Hickman, MM Scott and McBean Parks)	6,000,000		1,000,000	3,172,500	1,827,500	-	-	6,000,000
Recreation	Municipal Golf Course	500,000			500,000	-			500,000
Recreation	Diamond Lakes	500,000		25,000	475,000	-			500,000
Recreation	Irrigation Countywide	3,000,000		750,000	2,250,000	-	-	-	3,000,000
Coliseum Authority	New State of the Art James Brown Arena - Bond debt service	16,060,000		200,000	2,000,000	2,000,000	2,385,000	9,475,000	16,060,000
Coliseum Authority	New State of the Art James Brown Arena - pay go	8,940,000		3,500,000	2,940,000	1,275,000		1,225,000	8,940,000
Recreation	Waterpark	5,000,000			1,000,000	1,000,000	1,500,000	1,500,000	5,000,000
Recreation	5th Street Bridge	1,750,000		1,000,000	250,000	500,000	-		1,750,000
Recreation	Administration	1,000,000		155,000	310,000	225,000	155,000	155,000	1,000,000
	Total - Quality of Life	65,850,000	15,000,000	7,730,000	16,110,000	7,897,500	4,670,000	14,442,500	65,850,000
General Government									
	Program Administration	5,000,000	-	750,000	650,000	750,000	1,250,000	1,600,000	5,000,000
	Interest Payments on SPLOST 8 Bonds	4,000,000	-	600,000	500,000	675,000	750,000	1,475,000	4,000,000
	Debt Service		-	3,825,000	3,200,000	3,225,000	15,750,000		
	Total - General Government	9,000,000	-	5,175,000	4,350,000	4,650,000	17,750,000	3,075,000	9,000,000
Infrastructure									
AED	Grading and Drainage	20,000,000	-	3,400,000	6,575,000	4,450,000	3,452,500	2,122,500	20,000,000
AED	Walton Way	1,000,000	-				1,000,000		1,000,000
AED	ADA Curb Cuts and Sidewalk Improvements	1,000,000	-	100,000	900,000	-	-	-	1,000,000
AED	Wilkinson Garden Road / Drainage Improvements	3,000,000	-	-			1,500,000	1,500,000	3,000,000

Augusta Georgia
SPLOST 8
Revised Funding Timeline

Item 37.

	Adopted allocation - 9/5/2023								
Department	Project		Bonds - 2023	2022	2023	2024	2025	2026	Totals
AED	Road Resurfacing	23,500,000	-	2,500,000	7,665,000	4,500,000	5,565,000	3,270,000	23,500,000
AED	Continue East Augusta Phases IV and V	2,000,000	-	2,000,000					2,000,000
AED	Begin East Augusta Phases VI and VII	6,000,000	-				3,000,000	3,000,000	6,000,000
AED	On-Call Construction	1,000,000	-	100,000	900,000	-	-	-	1,000,000
AED	Engineering Administration	6,500,000	-	-	1,000,000	1,000,000	2,100,000	2,400,000	6,500,000
AED	Machinery and Equipment	500,000	-	-	500,000	-		-	500,000
AED	Willis Foreman Road Improvements	1,000,000	-		1,000,000		-		1,000,000
AED	Lake Dredging and Maintenance	4,000,000	-	2,500,000	1,500,000				4,000,000
AED	Flood Control / Structure Maintenance	1,000,000	-		1,000,000		-		1,000,000
AED	Sidewalks Rehab / Maintenance / Repair	500,000	-	100,000	400,000	-		-	500,000
AED	Right-of-Way Tree Management	1,000,000	-	100,000	900,000	-	-	-	1,000,000
AED	Traffic Operation Improvements	3,000,000	-	530,000	1,800,000	670,000	-	-	3,000,000
AED	Traffic Safety Improvements	3,500,000	-	500,000	3,000,000		-		3,500,000
	Total Infrastructure	78,500,000	-	11,830,000	27,140,000	10,620,000	16,617,500	12,292,500	78,500,000
Government Facilities									
Central Services	Fleet Maintenance New Facility	6,000,000		600,000	1,000,000	2,200,000	2,200,000		6,000,000
Central Services	Juvenile Court Facility	6,000,000		1,000,000	-	2,500,000	2,500,000		6,000,000
Central Services	Facility Mnt. / Exist. Fac. (incl. Craig Houghton)	5,500,000		325,000	5,175,000	-	-	-	5,500,000
BOE	Board of Elections	500,000		50,000	450,000				500,000
Fire	Fire Stations	1,000,000		500,000	500,000		-		1,000,000
	Total Government Facilities	19,000,000	-	2,475,000	7,125,000	4,700,000	4,700,000	-	19,000,000
Economic Development									
Administration	Blight Mitigation	4,000,000				1,050,000	1,600,000	1,350,000	4,000,000
EDA	Retail Recruitment	2,000,000		1,000,000		765,000	235,000		2,000,000
EDA	Industrial Recruitment / Site Preparation	10,000,000		-	1,080,000	2,715,000	2,405,000	3,800,000	10,000,000
Administration	Cyber Center Parking Deck	16,500,000		-		16,500,000			16,500,000
Administration	Depot Project	14,000,000	-				-	14,000,000	14,000,000
	Total Economic Development	46,500,000	-	1,000,000	1,080,000	21,030,000	4,240,000	19,150,000	46,500,000
	Total -Augusta Projects	241,285,000	26,000,000	31,250,000	57,325,000	51,000,000	50,710,000	51,000,000	241,285,000
	City of Blythe	1,500,000	-	750,000	750,000	-	-	-	1,500,000
	City of Hephzibah	7,500,000	-	3,750,000	3,750,000	-	-	-	7,500,000

Grand Totals\$ 250,285,000\$ 26,000,000\$ 35,750,000\$ 61,825,000\$ 51,000,000\$ 51,000,000\$ 51,000,000\$ 250,285,000

\$ -

Augusta Georgia
SPLOST 8
Proposed Funding Timeline

Item 37.

	Proposed allocation - 3-11-2025									
Department	Project		Bonds - 2023	2022	2023	2024	2025	2026		Totals
										\$ -
Public Safety	Vehicles									
Fleet	Sheriff's Office	\$ 6,000,000		\$ 1,000,000	\$ 500,000	\$ 1,255,000	\$ 2,000,000	\$ 1,245,000		\$ 6,000,000
Fleet	District Attorney's Office	100,000		50,000	50,000					100,000
Fleet	Marshal's Department	600,000		160,000	120,000	200,000	60,000	60,000		600,000
Fleet	RCCI	165,000				107,500	57,500			165,000
Fleet	Coroner's Office	40,000		40,000						40,000
Fleet	Animal Services	200,000		100,000		50,000	50,000			200,000
Fleet	Solicitor's Office - CVAP	30,000				30,000				30,000
Fleet	Replacement Vehicles	1,800,000		340,000	500,000	360,000	240,000	360,000		1,800,000
Fire	Air Packs and Cylinders for Augusta Fire	1,000,000		500,000	150,000	100,000	100,000	150,000		1,000,000
IT	MDT Replacements for Existing Vehicles	1,000,000		350,000	200,000	-	225,000	225,000		1,000,000
Sheriff	Downtown Video Security Enhancements	500,000		500,000						500,000
	RCCI New Facility	11,000,000	11,000,000	-	-	-				11,000,000
	Total - Public Safety	22,435,000	11,000,000	3,040,000	1,520,000	2,102,500	2,732,500	2,040,000		22,435,000
Quality of Life										
Recreation	Dyess Park	6,000,000	6,000,000	-				-		6,000,000
Recreation	Cemeteries	600,000		600,000		-		-		600,000
Recreation	Fleming Park	5,000,000	5,000,000	-	-					5,000,000
Recreation	Fleming Tennis Center	3,000,000		500,000	2,500,000					3,000,000
Recreation	Newman Tennis Center	4,000,000	4,000,000					-		4,000,000
Recreation	JS Lake Olmstead - Casino	4,500,000			712,500	1,070,000	630,000	2,087,500		4,500,000
Recreation	Park Improvements (Big Oak, Hickman, MM Scott and McBean Parks)	6,000,000		1,000,000	3,172,500	1,827,500		-		6,000,000
Recreation	Municipal Golf Course	500,000			500,000	-				500,000
Recreation	Diamond Lakes	500,000		25,000	475,000	-				500,000
Recreation	Irrigation Countywide	3,000,000		750,000	2,250,000	-	-	-		3,000,000
Coliseum Authority	New State of the Art James Brown Arena - Bond debt service	16,060,000		3,700,000	4,940,000	7,420,000	-	-		16,060,000
Coliseum Authority	New State of the Art James Brown Arena - pay go	8,940,000		-	-	-	-	8,940,000		8,940,000
Recreation	Waterpark	5,000,000			1,000,000	1,000,000	1,500,000	1,500,000		5,000,000
Recreation	5th Street Bridge	1,750,000		1,000,000	250,000	500,000	-			1,750,000
Recreation	Administration	1,000,000		155,000	310,000	225,000	155,000	155,000		1,000,000
	Total - Quality of Life	65,850,000	15,000,000	7,730,000	16,110,000	12,042,500	2,285,000	12,682,500		65,850,000
General Government										
	Program Administration	5,000,000	-	750,000	650,000	750,000	1,250,000	1,600,000		5,000,000
	Interest Payments on SPLOST 8 Bonds	4,000,000	-	600,000	500,000	675,000	750,000	1,475,000		4,000,000
	Debt Service		-	3,825,000	3,200,000	3,225,000	15,750,000			
	Total - General Government	9,000,000	-	5,175,000	4,350,000	4,650,000	17,750,000	3,075,000		9,000,000
Infrastructure										
AED	Grading and Drainage	20,000,000	-	3,400,000	6,575,000	4,450,000	3,452,500	2,122,500		20,000,000
AED	Walton Way	1,000,000	-				1,000,000			1,000,000
AED	ADA Curb Cuts and Sidewalk Improvements	1,000,000	-	100,000	900,000	-	-	-		1,000,000
AED	Wilkinson Garden Road / Drainage Improvements	3,000,000	-	-			1,500,000	1,500,000		3,000,000

Item 37.

Grand Totals	\$ 250,285,000	\$ 26,000,000	\$ 35,750,000	\$ 61,825,000	\$ 51,000,000	\$ 50,710,000	\$ 51,000,000	\$ 250,285,000
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Augusta Georgia
SPLOST 8
Difference in Funding Timeline

Item 37.

	Annual Difference - Revised to Adopted allocations								
Department	Project		Bonds - 2023	2022	2023	2024	2025	2026	Totals
Public Safety	Vehicles								
Fleet	Sheriff's Office	\$ 6,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fleet	District Attorney's Office	100,000	-	-	-	-	-	-	-
Fleet	Marshal's Department	600,000	-	-	-	-	-	-	-
Fleet	RCCI	165,000	-	-	-	-	-	-	-
Fleet	Coroner's Office	40,000	-	-	-	-	-	-	-
Fleet	Animal Services	200,000	-	-	-	-	-	-	-
Fleet	Solicitor's Office - CVAP	30,000	-	-	-	-	-	-	-
Fleet	Replacement Vehicles	1,800,000	-	-	-	-	-	-	-
Fire	Air Packs and Cylinders for Augusta Fire	1,000,000	-	-	-	-	-	-	-
IT	MDT Replacements for Existing Vehicles	1,000,000	-	-	-	-	-	-	-
Sheriff	Downtown Video Security Enhancements	500,000	-	-	-	-	-	-	-
	RCCI New Facility	11,000,000	-	-	-	-	-	-	-
	Total - Public Safety	22,435,000	-	-	-	-	-	-	-
Quality of Life									
Recreation	Dyess Park	6,000,000	-	-	-	-	-	-	-
Recreation	Cemeteries	600,000	-	-	-	-	-	-	-
Recreation	Fleming Park	5,000,000	-	-	-	-	-	-	-
Recreation	Fleming Tennis Center	3,000,000	-	-	-	-	-	-	-
Recreation	Newman Tennis Center	4,000,000	-	-	-	-	-	-	-
Recreation	JS Lake Olmstead - Casino	4,500,000	-	-	-	-	-	-	-
Recreation	Park Improvements (Big Oak, Hickman, MM Scott and McBean Parks)	6,000,000	-	-	-	-	-	-	-
Recreation	Municipal Golf Course	500,000	-	-	-	-	-	-	-
Recreation	Diamond Lakes	500,000	-	-	-	-	-	-	-
Recreation	Irrigation Countywide	3,000,000	-	-	-	-	-	-	-
Coliseum Authority	New State of the Art James Brown Arena - Bond debt service	16,060,000	-	3,500,000	2,940,000	5,420,000	(2,385,000)	(9,475,000)	-
Coliseum Authority	New State of the Art James Brown Arena - pay go	8,940,000	-	(3,500,000)	(2,940,000)	(1,275,000)	-	7,715,000	-
Recreation	Waterpark	5,000,000	-	-	-	-	-	-	-
Recreation	5th Street Bridge	1,750,000	-	-	-	-	-	-	-
Recreation	Administration	1,000,000	-	-	-	-	-	-	-
	Total - Quality of Life	65,850,000	-	-	-	4,145,000	(2,385,000)	(1,760,000)	-
General Government									
	Program Administration	5,000,000	-	-	-	-	-	-	-
	Interest Payments on SPLOST 8 Bonds	4,000,000	-	-	-	-	-	-	-
	Debt Service		-	-	-	-	-	-	-
	Total - General Government	9,000,000	-	-	-	-	-	-	-
Infrastructure									
AED	Grading and Drainage	20,000,000	-	-	-	-	-	-	-
AED	Walton Way	1,000,000	-	-	-	-	-	-	-

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Commission Meeting

March 18, 2025

911 Department

Department:	N/A
Presenter:	N/A
Caption:	Discussion of issues pertaining to the 911 department. (Requested by Commissioner Wayne Guilfoyle)
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 Wayne Guilfoyle
Sent: Wednesday, March 12, 2025 7:08 PM
To: Lena Bonner; Mayor Johnson; Tameka Allen
Subject: Commission Agenda for Tuesday add

Mrs. Bonner, please add to the agenda ,

Discussion of issues pertaining to the 911 department.

Thanks Wayne Guilfoyle

Sent via the Samsung Galaxy S22 5G, an AT&T 5G smartphone
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AED:104.1



Commission Meeting

March 18, 2025

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve appointing Commissioner Stacy Pulliam as an ex-officio member of the Commission to the Augusta Convention and Visitors Bureau. (Requested by Mayor Pro Tem Wayne Guilfoyle)
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 Wayne Guilfoyle
Sent: Friday, February 14, 2025 10:33 AM
To: Lena Bonner; Commissioner Stacy Pulliam; Commissioner Francine Scott
Subject: CVB Board appointment

Mrs. Bonner, Please see if we can add a appointment to the CVB Board for District 9 and that would be: Commissioner Stacy Pulliam

Thank you, Wayne Guilfoyle

Sent via the Samsung Galaxy S22 5G, an AT&T 5G smartphone
Get [Outlook for Android](#)

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AED:104.1



Commission Meeting

March 18, 2025

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the reappointment of Mr. Henry Middleton, (Board of Assessors (Requested by Commissioner Francine Scott))
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Commissioner Francine Scott
Sent: Thursday, March 13, 2025 8:31 AM
To: Lena Bonner
Subject: Reappointments

Good Morning Ms. Bonner,

I am reappointing the following:

Henry Middleton, Board of Assessors

Ben Morgan, Augusta Transit Citizens Advisory Committee

Please and thank you.

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AED:104.1

UPDATED 01/03/23

NAME OF BOARD **Augusta-Richmond Board of Tax Assessors**

<u>Members</u>	Term	<u>Appointed</u>	<u>Effective</u>	<u>Expires</u>	<u>Dist.</u>
Renee D'Antignac	4-yr	05/19/20	Immediately	4/24/24	9 (22)
James W. Scott	4-yr	03/19/19	04/24/19	4/24/23	10 (23)
Juanita L. Burney	4-yr	01/21/20	04/25/20	4/24/24	10(23)
William Mills	4-yr	05/07/19	05/07/19	4/24/23	9(22)
*Lekendrea N. Frazier	4-yr	5/03/22	05/03/22	4/24/25	10(23)
Frank Middleton	4-yr	4/25/21	04/25/21	4/24/25	9(22)

EX-OFFICIO:

Commissioner Wayne Guilfoyle

LEGISLATIVE APPOINTMENTS:

Bryan Simpkins	04/24/23
Bob O'Neal	04/24/23

MEETING DATE: Second Monday of each month 4:00 P.M.

WHERE: Tax Assessor's Office

FUNCTION: Assess all real estate and personal property.

CREATED: 1973 Ga. L. p. 2813; 1974 Ga. L., p.3069;
1993 Ga. L. p. 4482

CONTACT: Renee D'Antignac at 706-821-1765

COMPENSATION: Chairman \$875, members \$625.00 per month

***Mura Dial- resigned effective May 1, 2022 and Lekendrea N. Frazier appointed to the unexpired term**



Commission Meeting

March 18, 2025

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to consider the recommendation of the Richmond County Board of Health to appoint Mary Ann Moores to the vacant member-at-large seat formerly held by Antonia Autry.
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: Bowers, Marcia <marcia.bowers@dph.ga.gov>
Sent: Wednesday, March 12, 2025 2:58 PM
To: Lena Bonner
Cc: Donohue, Lee; Thomas W. Kiernan, M.D ; Commissioner Tony Lewis
Subject: [EXTERNAL] Richmond County Board of Health Appointment
Attachments: Appointment Letter Mary Ann Moores.pdf; TALENT-BANK QUESTIONNAIRE MaryAnn Moores.pdf; Richmond BOH Composition 2-18-2025.doc

Good afternoon Ms. Bonner,

The Richmond County Board of Health would like to appoint a new member to replace a vacant position. Please see attached memo.

Thank you,

Marcia Bowers

Executive Administrative Assistant to Health Director

East Central Health District

Georgia Department of Public Health

1916 North Leg Road, Building L, Augusta, GA 30909

New number 706-667-4250 (Office) 706-833-6883 (Cell) 866-359-1633 (Fax)

Email Marcia.Bowers@dph.ga.gov



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MEMORANDUM

TO: Lena Bonner
Clerk of Commission

FROM: Marcia Bowers *Marcia Bowers*
Executive Assistant

DATE: March 12, 2025

SUBJECT: Board of Health Appointment

The Richmond County Board of Health has one seat for appointment by the Commission. Seat #11 was previously held by Antonia Autry. Ms. Autry resigned from her position November 15, 2024.

At the March 11, 2025, Board of Health meeting, a motion was passed to submit the following name to the Commission to consider for Board appointment to the Board of Health to complete Ms. Autry's term:

- Mary Ann Moores (Seat #11) - (Represents: Member-at-large appointed by the Augusta-Richmond County Commission.) Her seat will complete the current term 1/1/2023 to 12/31/2026.

Please place this on your next Commission's agenda. Enclosed is the *Talent Bank Information Questionnaire* for Ms. Moores and a Composition of the Richmond County Board of Health.

Thank you.

Enclosures

xc: Thomas Kiernan, MD, BOH Chairman
Lee A. Donohue, MD
Commissioner Tony Lewis

East Central Health District

Lee Donohue, MD, FACP, District Health Director

We protect lives.

TALENT BANK INFORMATION QUESTIONNAIRE

TO BE COMPLETED BY PERSONS DESIRING TO VOLUNTEER THEIR SERVICES ON THE RICHMOND COUNTY BOARD OF HEALTH
AUTHORITY, BOARD OR COMMISSION FOR AUGUSTA, GEORGIA

NOTE: ANY INFORMATION ENTERED ON THIS QUESTIONNAIRE WOULD BECOME PUBLIC INFORMATION UPON YOUR
SUBMISSION/APPOINTMENT.

EMAIL ADDRESS: mmoores@augusta.edu

DATE: 2/25/25

1. NAME: Mary Ann Moores
HOME PHONE: 706-755-8993 BUS. PHONE: 706-721-1360
2. HOME ADDRESS: 2714 Boars Head Road, Augusta Richmond Ga. 30907
STREET COUNTY STATE ZIP
3. DATE OF BIRTH: 09/01/1960 SEX: MALE _____ FEMALE X _____
4. REGISTERED VOTER: YES X NO _____
5. VOTING DISTRICT: District 7
6. MARITAL STATUS: SINGLE _____ MARRIED X SEPARATED _____
ENGAGED _____ DIVORCED _____
7. EDUCATION: HIGH SCHOOL: Tech Memorial High School, Erie, PA.
COLLEGE: Villa Maria College (undergrad) Gannon University (graduate program) both Erie, PA
8. RELATIVES WORKING FOR THE COUNTY: none
9. OCCUPATION: Registered Nurse
10. RACE: WHITE X AFRICAN-AMERICAN _____ ASIAN AMERICAN _____
SPANISH SURNAMED _____ AMERICAN INDIAN _____ OTHER (specify) _____
11. LIST BOARDS YOU PRESENTLY SERVE ON: N/A
1. _____
2. _____
3. _____
12. LIST ANY AREA IN WHICH YOU HAVE A PARTICULAR INTEREST OR EXPERTISE.
Sickle Cell Anemia, Hemophilia, Telemedicine, Oncology, Hospice, Palliative Care, Education
Master Gardener- volunteering at Community Garden
Homecare/current caregiver, suicide prevention

Rev. 6-2016

COMPOSITION OF RICHMOND COUNTY BOARD OF HEALTH 2025
ACT OF GENERAL ASSEMBLY OF GEORGIA
GEORGIA LAWS 1955 (pp. 3192-3206)

Item 41.

BOARD MEMBERS		CURRENT BEGINS	TERM ENDS	NEXT TERM
1.	Member from the Augusta-Richmond County Commission-Council, appointed by such council. (One-year term) <i>Appointed to Board 1/24/2023 – Term of office by Commission 2023 - 2026</i> Current member: Tony Lewis Cell 762-328-8491 Address: 3406 Kenneth Court Augusta, GA 30906 Email: Tony.Lewis@augustaga.gov	1/1/2023	12/31/2026	1/1/2027 to 12/31/2030
2.	President of the Richmond County Board of Education or his/her designee. (One-year term) <i>Appointed to Board 1/1/2025 by Commission</i> Current member: Mary Jane Abbott WK 706-250-2131 Address: 3809 Bath Edie Road HM 706-394-7207 Blythe, GA 30805 Email: AbbotMa@boe.richmond.k12.ga.us	1/1/2025	12/31/2025	1/1/2025 to 12/31/2026
3.	Physician appointed by the Augusta-Richmond County Commission-Council from a list of three nominated by the Richmond County Medical Society. (Four-year term) <i>(Appointed 12/2020 to complete Dr. Blackwood' term 1/1/2018 - 12/31/2021) reappt 11/18/2021</i> *Current member: Thomas W. Kiernan, M.D. Chairman WK 706-840-4158 Address: 2712 Boars Head Road HM 706-840-4158 Augusta, GA 30907 Email: luke34525@comcast.net <i>Currently in 1st term</i>	1/1/2022	12/31/2025	1/1/2026 to 12/31/2029 2nd Term
4.	Physician appointed by the Augusta-Richmond County Commission-Council from a list of three nominated by the Stoney Medical, Dental, & Pharmaceutical Society. (Four-year term) <i>(Appointed 4/21/2015 to complete Dr. Lightfoot's term) re-appointed 11/7/2017 (1st term); 5/18/2021 (2nd term); 12/3/2024 (3rd term)</i> Current member: Merian Robinson, RPh HM 706-284-6409 Address: 1306 Jamaica Court Augusta, GA 30909 Email: merian.robinson@yahoo.com <i>Currently in 3rd term (last term)</i>	1/1/2025	12/31/2028	1/1/2029 to 12/31/2032 (New Member)
5.	Member appointed by the Augusta-Richmond County Commission-Council from a list of three nominated by the Richmond County Board of Health. (Four-year term) <i>(Appointed 12/3/2024)</i> Current member: Deborah H. Presnell CELL 706-394-8472 Address: 324 Broad Street HM 706-849-1058 Augusta, GA 30901 Email: deb.presnell@gmail.com <i>Currently in 1st term</i>	1/1/2025	12/31/2028	1/1/2029 to 12/31/32 2 nd term
6.	Nurse appointed by the Augusta-Richmond County Commission-Council from a list of three nominated by Georgia Nurses Association/Central Savannah River Area Chapter (Four-year term) <i>Appointed 11/7/2017; reappointed 5/18/2021</i> Current member: Pat Lynch-Hayes HM 706/733-8303 Address: 2532 Commons Trace Augusta, GA 30909 Email: plynchhayes@gmail.com <i>Currently in 3rd term (last term)</i>	1/1/2025	12/31/2028	1/1/2029 to 12/31/2032 (New Member)
7.	Member-at-large appointed by the Augusta-Richmond County Commission-Council. (Four-year term) <i>Appointed 12/16/2014; reappointed 6/19/2018; reappointed 11/18/2021</i> Current member: Jamie DeStefano, DMD, PhD HM 706-667-6778 Address: 7 Eagle Pointe Drive Augusta, GA 30909 Email: jadstip@bellsouth.net <i>Currently in 3rd term (last term)</i>	1/1/2022	12/31/2025	1/1/2026 To 12/31/29 (New member)
8.	Member-at-large appointed by the Augusta-Richmond County Commission-Council. (Four-year term) <i>Appointed 2/15/2022; reappointed 12/3/2024</i> Current member: D. Ronald Spearman, MD Phone 706-294-1217 Address: 48 Conifer Circle Augusta, GA 30909 Email: spearmanmd@aol.com <i>Currently in 2nd term</i>	1/1/2025	12/31/2028	1/1/2028 to 12/31/2031 3 rd term
9.	Member-at-large appointed by the Augusta-Richmond County Commission-Council. (Four-year term) <i>Completed Shirley Evans' term 1/1/15-12/31/18; Appointed 11/7/2017; reappointed 6/4/2019 Reappointed 9/22/2022</i> ** Current member: Cheryl Newman, MD Vice Chair WK 706-721-6688 Address: 3411 Wheeler Road CELL 706-833-9713 Augusta, GA 30909 HM 706-736-1562 Email: cnewman@augusta.edu <i>Currently in 2nd term</i>	1/1/2023	12/31/2026	1/1/2027 to 12/31/2030 3 rd term
10.	Member-at-large appointed by the Augusta-Richmond County Commission-Council. (Four-year term) <i>Appointed 11/18/2021</i>			



Commission Meeting

March 18, 2025

Affidavit

Department:	N/A
Presenter:	N/A
Caption:	Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A