



COMMISSION MEETING AGENDA

Commission Chamber
Tuesday, June 20, 2023
2:00 PM

INVOCATION

Pastor Thom Davies, Asbury United Methodist Church

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

RECOGNITION(S)

A. **Congratulations!** 2023 May Years of Service (YOS) 25-50 year recipients.

DELEGATION(S)

- B.** Ms. Denice Traina and Mr. Benyeol Morgan Chair/Vice Augusta Transit Citizens Advisory Committee.
- C.** Mr. Scott Hudson, Augusta Press regarding Sunshine Law and access to information. **(Requested by Mayor Garnett Johnson)**
- D.** **Mr. William (Bill) Fennoy** regarding naming of the Utilities Building after Director Tom Wiedmeier.
- E.** Mr. Marion F. Williams regarding naming an Augusta Recreation Department's athletic ball field in honor of former Commissioner Andy Cheek. **(Requested by Commissioner Wayne Guilfoyle)**

CONSENT AGENDA

(Items 1-10)

PUBLIC SERVICES

- 1.** Motion to amend zoning petition Z-23-09 (Ordinance No. 7878) which was **approved** by the Augusta Commission on **March 21, 2023** by **removing** condition number 1 as follows: ***The owner shall first apply and obtain approval for a variance for the north side yard setback requirement for the lot containing the existing home prior to this rezoning application being placed on the agenda of the Augusta Commission for their approval***
- 2.** **SE-23-02** – A request for concurrence with the Augusta Georgia Planning Commission to **approve** a petition by TowerCom V-B, LLC on behalf of William Joseph Wilson, Sr. requesting a **special exception** to develop a telecommunications facility per Section 26-1(c) of the Comprehensive Zoning Ordinance affecting property containing approximately 6.28 acres located at **4767 Mike Padgett Highway. Tax Map #302-0-009-00-0. DISTRICT 8**

- 3.** Motion to **approve** a request for concurrence with the Augusta Georgia Planning Commission to approve a petition by HD Historic Properties on behalf of Clay Boardman & Marion Partners, LLC requesting a rezoning from zone B-2 (General Business) to zone PUD (Planned Unit Development) affecting property containing approximately 0.21-acres located at **739 Broad Street**. Tax Map #037-3-123-00-0. **DISTRICT 1**
- 4.** **Z-23-25** – A request for concurrence with the Augusta Georgia Planning Commission to **approve** a petition by Rodney Cook requesting a rezoning from **zone A (Agricultural) to zone B-2 (General Business)** affecting property containing approximately 2.79 acres located at **3337 Gordon Highway**. Tax Map #104-0-003-00-0. Ft. Gordon notified 4/10/2023 **DISTRICT 3**

PUBLIC SERVICES

- 5.** Motion to **approve** recommended Code Enforcement Ordinance (updates) Amendments; and updates/amendments to the Harrisburg Enterprise Zoning Ordinance and the proposed updated list of parcels for the Harrisburg Opportunity Zone (**Approved by Public Services Committee May 9, 2023 and Commission May 16, 2023.**

ADMINISTRATIVE SERVICES

- 6.** Motion to approve additional Nationwide Enhancement programs to our current Government Deferred Compensation Nationwide 457Plan. Programs were presented to the Pension Committee on May 16, 2023, Committee requested programs be introduced to the Administrative Service Committee for Commission Approval. In addition, Nationwide will work with Human Resources to provide educational sessions to employees for the loan program and retirement enhancements.
 1. Non-ERISA Plan Loan Program (Program allow employees to borrow against their savings beyond the 4 hardships approved by the IRS)
 2. Income America and 5/5 programs, guaranteed lifetime income for retirement enhancement. additional program that benefits the retiree.Nationwide Representative Mr. Roland Wilson

ENGINEERING SERVICES

- 7.** Motion to **approve** implementing notifying the GPS services of the low railroad bridge on Olive Road to be a permanent notification on all GPS devices. (**Approved by Engineering Services Committee June 13, 2023.**

PETITIONS AND COMMUNICATIONS

- 8.** Motion to **approve** minutes of the regular scheduled Commission Meeting held June 6 and Special Called Meeting held June 13, 2023.

APPOINTMENT(S)

- 9.** Motion to **approve** the appointment of **Mr. Roderick F. Pearson** to Augusta's Housing and Community Development Citizens Advisory Board representing **District 3.**

PUBLIC SAFETY

- 10.** Motion to **approve** Augusta-Richmond County FY24 Capacity Agreement for State Inmates to be housed at the Richmond County Correctional Institution. (**Approved by Public Safety Committee June 13, 2023)**

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

AUGUSTA COMMISSION
REGULAR AGENDA

(Items 11-27)

PUBLIC SERVICES

- 11.** Motion to approve Runway 35 Special Authorization Category II (Low Visibility) Approach, Federal Aviation Administration (FAA) Reimbursable Agreement in the amount of \$1,306,593.64. Approved by the Augusta Aviation Commission on April 27, 2023.
- 12.** **New Location: A.N. 23-15:** A request by Ma Felme Coburn for an on-premise consumption **Liquor, Beer & Wine** License for Augusta Hawaiian, LLC located at 2801 Washington Rd Ste 105. There will be **Sunday Sales**. District 7. Super District 10.
- 13.** **Existing Location: 23-16:** A request by Florence Henley for an on premise consumption **Liquor, Beer & Wine** License to be used in connection with Tiffany's Eatery located at 828 Broad Street. District 1. Super District 9. Applicant failed to purchase the Alcohol License during renewal in the time allowed.
- 14.** **Existing Location: 23-17:** A request by Hemang D. Bhavsar for a retail package **Beer & Wine** License to be used in connection with Gas Express located at 1121 Fifteenth Street. District 1. Super District 9.
- 15.** **Existing Location: 23-19:** A request by Hemang D. Bhavsar for a retail package **Beer & Wine** License to be used in connection with Gas Express located at 912 Walton Way. District 1. Super District 9.
- 16.** **Existing Location: 23-18:** A request by Hemang D. Bhavsar for a retail package **Beer & Wine** License to be used in connection with Gas Express located at 2058 Central Ave. District 1. Super District 9.
- 17.** **Existing Location: 23-21:** A request by Eunice Yi for a retail package **Beer & Wine** License to be used in connection with Get It To Go located at 3379 Milledgeville Rd. District 2. Super District 9.
- 18.** **New Location Re-Approval: 22-36-2:** A request by Syderist Manuel for an on-premise consumption **Liquor, Beer & Wine** License to be used in connection with Bar & Patio located at 305 12th Street. District 1. Super District 9.
- 19.** Motion to **approve** Augusta Regional Airport Contract with Independence Excavating, Inc. for Construction of Taxiway (Apron) G in the amount of \$11,877,051.10. Approved by the Augusta Aviation Commission on May 25, 2023. ITB 23-131
- 20.** **Existing Location: 23-20:** A request by James Reese for a consumption on premise **Liquor, Beer & Wine** License to be used in connection with D'Boot's located at 917 Broad Street. District 1. Super District 9.

ADMINISTRATIVE SERVICES

- 21.** Motion to **approve starting the** process for the naming of the Augusta Utilities/Engineering Building 425 Walker Street in honor of late Director Tom Wiedmeier and one of the Augusta Recreation Department's athletic ball fields in honor of former Commissioner Andy Cheek. **(Requested by Commissioner Wayne Guilfoyle)**

ENGINEERING SERVICES

- 22.** **Approve** Task Order two (TO2) funding for Turpin Hills/Laney Walker Drainage Basin Drainage Improvements Engineering Services Agreement to Goodwyn Mill Cawood (GMC) in the amount of \$25,466.00 as requested by the Engineering. RFQ 19-148

FINANCE

- 23.** Motion to approve General Obligation Bonds (SPLOST) Series 2023 bond resolution and authorize the Mayor and Clerk to sign all necessary documents.
- 24.** **Receive written recommendation from the Administrator** regarding a funding request for the JA Discovery Center of the CSRA from Ms. Ashley Whitaker representative Junior Achievement of Georgia. **(Approved by the Augusta Commission June 6, 2023)**

APPOINTMENT(S)

- 25.** Motion to **approve** the reappointment of Wayne Gossage, Jr. to the Augusta Economic Development Authority. **(Requested by Commissioner Brandon Garrett)**
- 26.** Motion to **approve** the reappointment of **Mr. Steven Kendrick** to the Augusta Economic Development Authority. **(Requested by Commissioner Bobby Williams)**

LEGAL MEETING

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



Commission Meeting

June 20, 2023

Years of Service

Department:	N/A
Presenter:	N/A
Caption:	Congratulations! 2023 May Years of Service (YOS) 25-50 year recipients.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**HUMAN RESOURCES DEPARTMENT**

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

June 8, 2023

Department Directors & Elected Officials,

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

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

FIRST	LAST	DEPARTMENT	YOS
CHARLES	MITCHELL	SHERIFF	25
MICHAEL	HUMPHREYS	SHERIFF	25
AUNAREY	HERBERT	SHERIFF	25
DAVIA	DUPREE	CLERK OF SUPERIOR COURT	30
KATHY	JACKSON	PLANNING & DEVELOPMENT	35
FREDDIE	HAGAN	UTILITIES	35
BRYANT	STONE	RCCI	35

Please make arrangements to have your employee in attendance at the Commission meeting scheduled for **Tuesday, June 20, 2023**, for recognition by the Mayor and Commission and presentation of their service pins and plaques of achievement. **All persons to be recognized should be in the Commission Chambers by 1:45 p.m.**

Please let us know whether the employee will or will not attend by contacting me by phone at (706) 826-1377 or via e-mail at spalmer@augustaga.gov, by **Friday, June 16, 2023, 12:00 Noon**. Your support and cooperation is much appreciated.

With regards,
Anita Rookard, HR Director
/slp

cc: Mayor Garnett Johnson
Takiyah A. Douse, Interim Administrator



HUMAN RESOURCES DEPARTMENT

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

Lena Bonner, Clerk of Commission



Commission Meeting

June 20, 2023

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Ms. Denice Traina and Mr. Benyeol Morgan Chair/Vice Augusta Transit Citizens Advisory Committee.
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	June 20, 2023
<input type="checkbox"/> Public Safety Committee	Date of Meeting	
<input type="checkbox"/> Public Services Committee	Date of Meeting	
<input type="checkbox"/> Administrative Services Committee	Date of Meeting	
<input type="checkbox"/> Engineering Services Committee	Date of Meeting	
<input type="checkbox"/> Finance Committee	Date of Meeting	

Contact Information for Individual/Presenter Making the Request:

Name: Denice Traina (Chair) & Benyeol Morgan (Vice Chair)

Address: 631 Bohler Ave., Augusta, GA 30904

Telephone Number: 706-951-2413

Fax Number:

E-Mail Address: DeniceTraina@gmail.com

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

Request to speak for the Transit Citizens Advisory Committee (TCAC)

Please send this request form to the following address:

Ms. Lena J. Bonner

Clerk of Commission

Suite 220 Municipal Building

535 Telfair Street

Augusta, GA 30901

Telephone Number: 706-821-1820

Fax Number: 706-821-1838

E-Mail Address: nmorawski@augustaga.gov

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 9:00 a.m. on the Thursday preceding the Commission and Committee meetings of the following week. A five-minute time limit will be allowed for presentations.

**Commission Meeting**

June 20, 2023

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Mr. Scott Hudson, Augusta Press regarding Sunshine Law and access to information. (Requested by Mayor Garnett 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: Keona Shaw
Sent: Monday, June 12, 2023 11:34 AM
To: Lena Bonner
Cc: Natasha L. McFarley; Jasmine Sims
Subject: Commission Agenda June 20th

Good morning,

The Mayor would like to add Scott Hudson from the Augusta Press onto the agenda for June 20th he would like to discuss Sunshine Law and access to information. Please let me know if there is anything else you need.

Kindest Regards,



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

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AED:104.1



Commission Meeting

June 20, 2023

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Mr. William (Bill) Fennoy regarding naming of the Utilities Building after Director Tom Wiedmeier.
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 <u>6-20-2023</u>
<input type="checkbox"/> Public Safety Committee	Date of Meeting _____
<input type="checkbox"/> Public Services Committee	Date of Meeting _____
<input type="checkbox"/> Administrative Services Committee	Date of Meeting _____
<input type="checkbox"/> Engineering Services Committee	Date of Meeting _____
<input type="checkbox"/> Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: Mr. William Fennoy
Address: _____
Telephone Number: 706-373-0015
Fax Number: _____
E-Mail Address: _____

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

Requesting to be placed on the Commission agenda
regarding the naming of the Utilities Building
after Director Tom Wiedmeier.

Please send this request form to the following address:

Ms. Lena J. Bonner
Clerk of Commission
Suite 220 Municipal Building
535 Telfair Street
Augusta, GA 30901

Telephone Number: 706-821-1820
Fax Number: 706-821-1838
E-Mail Address: nmorawski@augustaga.gov

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 9:00 a.m. on the Thursday preceding the Commission and Committee meetings of the following week. A five-minute time limit will be allowed for presentations.



Commission Meeting

June 20, 2023

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Mr. Marion F. Williams regarding naming an Augusta Recreation Department's athletic ball field in honor of former Commissioner Andy Cheek. (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

To: Wayne Guilfoyle
Subject: RE: [EXTERNAL] Delegation agenda

From: Wayne Guilfoyle <augustatile1@gmail.com>
Sent: Wednesday, June 14, 2023 7:22 PM
To: Lena Bonner <lbonner@augustaga.gov>; Wayne Guilfoyle <augustatile1@gmail.com>
Subject: [EXTERNAL] Delegation agenda

Mrs. Bonner, can you add former Commissioner Marion Williams to the delegation in regards to speaking on behalf of the accolades and accomplishments to honor Commissioner Andy Cheeks since he had served with him. Thanks Wayne G.

[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

June 20, 2023

Item Name: Amend Ordinance No. 7878 (Z-23-09)

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	A Motion to amend zoning petition Z-23-09 (Ordinance No. 7878) that was approved by the Augusta Commission on March 21, 2023. Our request is to remove condition number 1 which is as follows: <i>The owner shall first apply and obtain approval for a variance for the north side yard setback requirement for the lot containing the existing home prior to this rezoning application being placed on the agenda of the Augusta Commission for their approval</i>
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Approval
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

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

Case Number: Z-23-09

Hearing Date: Monday, March 6, 2023

Prepared By: Brian L. Kepner, Zoning Administrator

Applicant: Jeremy Brackman

Property Owner: CSRA Homebuyer, LLC

Address of Property: 927 Russell Street, Augusta, Georgia 30909

Tax Parcel #: 045-1-046-00-0

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

Commission District: 1 (J. Jordan)

Super District: 9 (F. Scott)

Fort Gordon Notification Required: No

Request	Proposed Use / Activity	Applicable Comprehensive Zoning Ordinance Section
Rezone from R-1C to R-1D	Detached Single-Family Home	Section 9

1. Summary of Request:

The purpose of this rezoning request is to divide the property into two (2) parcels. The property is approximately 150 feet in depth with 125 feet of frontage on Russell Street containing approximately 0.43-acre. Standard lot width requirements in a R-1C zoning district are sixty (60) feet. The requested zoning change to R-1D allows for a minimum lot width of forty (40) feet. The owner is requesting to rezone the property to R-1D to allow him to divide the property with one lot having a road frontage of seventy-five (75) feet with the existing house and one lot having a road frontage of fifty (50) feet as indicated on the conceptual subdivision plat date January 3, 2023 and submitted with the application.

2. Comprehensive Plan Consistency:

According to the 2018 Comprehensive Plan, the property is located within the Old Augusta Character Area. The 2018 Comprehensive Plan's vision for the Old Augusta Character Area will be to continue re-development in some neighborhoods and maintain stability in others, by removing deteriorated and dilapidated structures, and construct new or rehabilitate existing single-family housing. Recommended development patterns include infill of residential development at compatible densities with the surrounding area. The proposed use and subdivision of the parcel is consistent with historical patterns of development in Old Augusta.

3. Findings:

1. According to the Richmond County Tax Assessor's Office, currently located on the property is a 2,880 square foot home built in 1906.
2. The property is not located within a historic district.
3. There are no previous zoning cases on file for the property.
4. The property is currently being served by public potable water and sanitary sewer.
5. Georgia Department of Transportation (GDOT) Functional Classification map, 2017 classifies Russell Street between Walton Way and Central Avenue as a local road. Transit routes and stops are located within a half a mile of the property, both on Walton Way and Central Avenue.
6. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located within a Special Flood Hazard Area.
7. According to the Augusta-Richmond County GIS Wetlands Layer there are no wetlands located on the property.
8. The residential block the property is situated in consists of single-family homes on lots ranging in width from fifty (50) feet to one hundred twenty-five (125) feet. Across the street is Richmond Academy. The surrounding area is zoned R-1C.
9. At one hundred twenty-five (125) feet the subject property is the widest lot on this block of Russell Street.
10. R-1C zoning requires a minimum lot frontage of sixty (60) feet. Four (4) of the thirteen (13) or 30% of the lots on this block of Russell Street where the property is located meet the required lot frontage of sixty (60) feet. The majority or 70% of the lots on this block of Russell Street are non-conforming. The current R-1C zoning of this area is inconsistent with the established development pattern of the neighborhood.
11. The rezoning of the property to R-1D would allow for the creation of lots with a minimum of forty (40) feet lot width frontage.
12. The referenced conceptual subdivision plat shows the property being divided with one lot having seventy-five (75) feet of frontage with the existing home and one vacant lot having fifty (50) feet of frontage.
13. The proposed subdivision of the property by the applicant creating the new lot with fifty (50) feet of frontage is consistent with 70% of the existing lots along this block of Russell Street and with the character and established land use pattern on this block of Russell Street and the Old Augusta Character Area.

14. The rezoning to R-1D would make it the only property in this block of Russell Street with this zoning designation.
15. The proposed subdivision of the property as shown on the submitted conceptual subdivision plat shows 6.21 feet from the existing home to the newly created north side property line. In accordance with Section 8-8(b) of the Comprehensive Zoning Ordinance the division of the property as presented would make the lot non-conforming as a ten (10) foot side setback from building to property line is required.

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

- Removes*
1. The owner shall first apply and obtain approval for a variance for the north side yard setback requirement for the lot containing the existing home prior to this rezoning application being placed on the agenda of the Augusta Commission for their approval.
 2. The property shall be divided as shown on the conceptual subdivision plat dated January 3, 2023, submitted with the rezoning application with one lot consisting of the existing home at seventy-five (75) feet road frontage and the second lot with fifty (50) feet of road frontage and shall be recorded in the Clerk of Superior Court's Office before any building permits are issued to either property.
 3. Development of the properties shall comply with all building and 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.

The approval was ~~given~~ approved by Aug Comm 3-21-23
 However staff looked further into the variance case
 and realized a variance was no longer needed.

ORDINANCE NO. 7878

An Ordinance to amend the Comprehensive Zoning Ordinance adopted by the Augusta, Georgia Commission effective September 16, 1997 (Ordinance No. 5960) together with all amendments which have been approved by either the Augusta Commission as authorized under the Home Rule Provisions of the Comprehensive Zoning Map from Constitution of the State of Georgia" by changing the Comprehensive Zoning map by Rezoning from Zone R-1C (One-Family Residential) to Zone R-1D (One-Family Residential) affecting property located Commence at the intersection of the south road right-of-way line of Bransford Avenue; and for the repeal of ordinances in conflict herewith and for other purposes:

THE AUGUSTA, GEORGIA COMMISSION HEREBY ORDAINS:

SECTION I. That the Comprehensive Zoning Ordinance adopted by the Board of Commissioners of Richmond County on the 15th day of November 1983, the caption of which is set out above, is amended by changing the Comprehensive Zoning Map by changing the zoning from Zone R-1C (One-Family Residential) to Zone R-1D (One-Family Residential) as follows:

Commence at the point of intersection of the south road right-of-way line of Bransford Avenue with the West road right-of-way line of Russell Street; thence Southwesterly along said West road right-of-way line of Russell Street a distance of 300.00 feet to the Point of Beginning; thence South 23°18'04" West still along said West road right-of-way line of Russell Street a distance of 125.00 feet; thence North 66°41'56" West 151.92 feet; thence North 24°46'03" East 75.02 feet; thence North 23°18'04" East 50.00 feet; thence South 66°41'56" East a distance of 150.00 feet to the Point of Beginning. Said property containing 0.43 acre, more or less. Located at 927 Russell Street. Tax Map #045-1-046-00-0.

SECTION II – This amendment to the Comprehensive Zoning Maps for Augusta, Georgia is subject to the following conditions:

- Remove*
1. The owner shall first apply and obtain approval for a variance for the north side yard setback requirement for the lot containing the existing home prior to this rezoning application being placed on the agenda of the Augusta Commission for their approval.
 2. The property shall be divided as shown on the conceptual subdivision plat date January 3, 2023, submitted with the rezoning application with one lot consisting of the existing home and a seventy-five (75) foot lot frontage and the second lot with a fifty (50) foot lot frontage and shall be recorded in the Clerk of Superior Court's Office before any building permits are issued to either property.
 3. Development of the properties shall comply with all building and development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, at the time of development.

SECTION III. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

Done in Open Meeting under the Common Seal thereof this 21st day of March, 2023

ATTEST:


Lena J. Bonner, Clerk of Commission


Mayor Garnett L. Johnson

This petition was published in the Augusta Chronicle, Thursday, February 16, 2023, by the Planning Commission for public hearing on March 6, 2023.

One Reading _____

Z-23-09



Takiyah A. Douse
Interim Administrator

March 21, 2023

Carla Delaney, Director
Planning and Development
535 Telfair Street
Augusta, GA 30901

Dear Director Delaney:

At their meeting held on Tuesday, March 21, 2023, the Augusta, Georgia Commission, acted on the following items:

1. Approved Z-23-06 – A request for concurrence with the Augusta Georgia Planning Commission to APPROVE a petition by Saurin Patel on behalf of CSRA Capital Holdings, LLC., – requesting a rezoning from zone A (Agriculture) to zone B-2 (General Business) affecting property containing approximately 1.39-acres located at 703 & 709 E. Robinson Avenue. Tax Map #078-0-017-00-0 and 078-0-018-00-0. DISTRICT 3
2. Approved Z-23-07 – A request for concurrence with the Augusta Georgia Planning Commission to APPROVE a petition by Alex Becker on behalf of A Becker Holdings LLC – requesting a rezoning from zone R-1A (One-family Residential) to zone B-2 (General Business) affecting property containing approximately 1.50-acres out of 3.48-acres located at 1801 Lumpkin Road. Tax Map #111-1-024-00-0. DISTRICT 2
3. Approved Z-23-08 – A request for concurrence with the Augusta Georgia Planning Commission to APPROVE a petition by Stratosphere Investments, LLC – requesting a rezoning from zone R-1A (One-family Residential) to zone R-1B (One-family Residential) affecting property containing approximately 0.73-acres located at 3029 Cardinal Drive. Tax Map #043-1-104-00-0. DISTRICT 3.
4. Approved Z-23-09 – A request for concurrence with the Augusta Georgia Planning Commission to APPROVE a petition by Jeremy Brackman on behalf of CSRA Homebuyer, LLC – requesting a rezoning from zone R-1C (One-family Residential) to zone R-1D (One-family Residential) affecting property containing approximately 0.43-acres located at 927 Russell Street. Tax Map #045-1-046-00-0. DISTRICT 1
5. Approved Z-23-10 – A request for concurrence with the Augusta Georgia Planning Commission to DENY a petition by Bourne Properties, Inc on behalf of Debra Bourne– requesting a rezoning from zone R-1A (One-family Residential) to zone R-1E (One-family Residential) affecting property containing approximately 5.33-acres located at 2715 Mayo Road. Tax Map #006-0-013-00-0. DISTRICT 7

Planning and Development
Carla Delaney

Page 1 of 2



Commission Meeting

June 20, 2023

Item Name: SE-23-02

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>SE-23-02</u> – A request for concurrence with the Augusta Georgia Planning Commission to APPROVE a petition by TowerCom V-B, LLC on behalf of William Joseph Wilson, Sr. requesting a special exception to develop a telecommunications facility per Section 26-1(c) of the Comprehensive Zoning Ordinance affecting property containing approximately 6.28 acres located at 4767 Mike Padgett Highway. Tax Map #302-0-009-00-0. DISTRICT 8
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. Issuance of development permits shall be contingent upon submission of plans meeting engineering, environmental, and all other pertinent development regulations. 2. The total height of the tower cannot exceed 199 feet, including the lighting rod. 3. This project shall comply with all development standards and regulations set forth by the City of Augusta, GA at the time of development.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

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

Case Number: SE-23-02

Hearing Date: Monday, June 5, 2023

Applicant: TowerCom V-B, LLC

Property Owner: William Joseph Wilson, Sr.

Address of Property: 4767 Mike Padgett Highway, Augusta, GA 30906

Tax Parcel #: 302-0-009-00-0

Present Zoning: A (Agricultural)

Commission District: 8 (B. Garrett)

Super District: 10 (W. Guilfoyle)

Fort Gordon Notification Required: N/A

Request	Proposed Use / Activity	Applicable Comprehensive Zoning Ordinance Section
Special Exception	Telecommunications Facility – Monopole Tower	Sections 26-1(c) and 28-A-5(A)

1. Summary of Request:

The applicant requests a Special Exception to establish a telecommunications facility on the subject property. The property currently zoned A (Agricultural) and contains a house, manufactured home and three shed structures. The surrounding area is mostly undeveloped and wooded landscape. Verizon Wireless intends to lease 100'x 100' or 10,000 square feet of space near the northwest corner of the parcel and construct a 199-foot-tall monopole tower. The site will have limited access and not accessible to the general public.

The required setback is half the total height of the tower. Based on the submitted site plan, the proposed tower measures approximately 110 feet and 111 feet from the north and west property lines. It measures 262 feet from the street right-of-way. The nearest residence measures 215 feet from the proposed tower and is located on the subject property. Access to the site ties into an existing curb-cut. The plan indicates a proposed 30-foot access and utility easement containing a 12-foot gravel driveway that ties into Mike Padgett Highway. The leased area will be enclosed with an 8-foot chain-line fence with barbwire, fencing already exist along the entire perimeter of the property. The Commission granted a similar action (Z-21-01) on

January 19, 2021, however, it is no longer valid since the applicants did not file for a permit or business license within the required 6-month period from the date of approval.

2. **Comprehensive Plan Consistency:**

The proposed development is part of the South Richmond character area. The South Richmond Character Area is a part of the City of Augusta undergoing a transition. Until recently, rural residential lots, characterized by stick-built and manufactured homes on lots exceeding $\frac{3}{4}$ of an acre, woodlands, agricultural uses, and open space have predominated the area. More recently, however, suburban residential is taking place. The 2018 Comprehensive Plan encourages infill residential development at densities compatible with the surrounding area. This tower will provide additional coverage for residents, commuters and travelers in the immediate area. There are 3 existing Verizon Wireless towers within 5 miles of the subject property, none of the facilities have sufficient capacity needed to effectively co-locate.

3. **Findings:**

1. The applicant requests approval of a Special Exception to construct a 199-foot-tall telecommunications tower on the property.
2. Telecommunications towers are permissible in the A (Agricultural) zone upon the granting of a Special Exception.
3. The new tower will have a monopole design.
4. The surrounding area is mostly undeveloped and wooded landscape.
5. The structure will be setback a distance that exceeds the height of the structure from the nearest off-site residential structure. It measures 262 feet from the street right-of-way.
6. The nearest residence measures 215 feet from the proposed tower. There is no minimum distance requirement from a residence.
7. The subject parcel is served by public water and sewer, however, the proposed use will likely not require utilities. A proposed 30-foot access and utility easement will contain a gravel driveway that connects to Mike Padgett Highway.
8. Mike Padgett Highway is identified as a major arterial street and has a pavement width of 74 feet and a 210 foot of right-of-way. The street is a limited access highway where sidewalks and pedestrian activity are restricted. There are no bus routes in the immediate area.
9. There are no floodplains or wetlands on the property. The leased area for the proposed tower measures 308 feet above sea level.
10. The fence height for the leased portion of the site drawings meet the requirements expressed in Section 7-1 (a) of the Comprehensive Zoning Ordinance.
11. There are 3 existing Verizon towers within 5 miles of the subject property, none of the facilities have sufficient capacity needed to effectively co-locate.

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

1. Issuance of development permits shall be contingent upon submission of plans meeting engineering, environmental, and all other pertinent development regulations.
2. The total height of the tower cannot exceed 199 feet, including the lighting rod.
3. This project shall comply with all development standards and regulations set forth by the City of Augusta, GA 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.



Via Hand Delivery

April 21, 2023

Kevin Thomas Boyd
Development Services Manager
Current Planning
535 Telfair Street – Suite 300
Augusta, GA 30901

RE: Request for Special Exception for the installation of a 195-foot monopole telecommunications tower per Section 28-A-5 (A) and 28-A-6 of the Comprehensive Zoning Ordinance ("Ordinance") for Augusta Georgia for property located at 4767 Mike Padgett Highway (Tax Map 302-0-009-00-0). The Bennock Mill site.

Dear Mr. Boyd,

Cellco Partnership d/b/a Verizon Wireless was previously granted a Special Exception on the aforementioned parcel back on February 10, 2021. Since this Special Exception has expired, TowerCom V-B, LLC is resubmitting a Special Exception application in order to be able to submit for a building permit and then begin construction on the telecommunications facility. No changes have been made to the proposed project since the Special Exception was granted back in 2021.

The proposed telecommunications tower is located on a property located in an Agriculture (A) Zone, and per 28-A-5(1)(2) telecommunications towers may be located in an A zone upon the granting of a Special Exception. Factors to be considered in granting a Special Exception are identified in 28-A-6.

As per the Application Procedure in 28-A-7, this project and application meets all of the requirements in order to grant the Special Exception.

- A. Site plan included in the construction drawings
- B. A landscape plan is not included in the construction drawings due to the nature of the existing property and surrounding properties. The existing property is zoned Agricultural and the surrounding properties are zoned for Business and Heavy Industrial. In addition, there is an existing natural buffer between the site, surrounding properties and Mike Padgett Highway. Accordingly, we respectfully request a waiver for installing new landscaping around the proposed tower.
- C. Please see enclosed aerial maps and zoning maps to help identify the area surrounding the proposed site property.
- D. Please see enclosed RF Propagation Maps for the Bennock Mill Site which provides the inventory of existing Verizon on-air sites around the proposed Bennock Mill site. The report also provides an inventory of all existing structures within 3.4 miles along with an illustration of Verizon's existing coverage in the area and an overlay with the coverage

map including the proposed tower. As per Verizon's RF Engineer, the existing structures in the area will not satisfy Verizon's coverage objective for the area.

- E. Please see enclosed parcel maps along with the RF Propagation Maps for the Bennoch Mill site. Also, as per the Letter of Intent from Tower Engineering Professionals, the proposed tower will be used to resolve critical capacity and coverage issues in the Verizon network. The methodology used by the engineers to assess the critical coverage/or capacity needs for the proposed telecommunications facility and the area is consistent with that used to identify the most appropriate site in all other proposed or existing sites within the network and its design. If the telecommunications facility was located on another property or location, more towers may be required to satisfy coverage and capacity needs for the area. Fewer telecommunication facilities help to minimize the large capital expenditure required for these sites, and in addition, limits the number of towers needed in an area which matches the intent of Ordinance.
- F. Please see enclosed tower design from Valmont dated 4/11/2023. The tower is designed to accommodate 4 carriers' equipment as well as provide for enough vertical separation between any future antennas so radio frequency interference will not occur. Also, please see enclosed letters sent via certified mail to the other wireless carriers in the area for future collocation opportunities.
- G.
 - 1. Please see RF Propagation Maps for illustration showing the coverage capabilities based on the proposed tower height. The design of the tower for 4 carriers should accommodate any future carriers needs for collocation.
 - 2. The design of the tower will accommodate 4 total carriers based on typical quantity and sizes of antennas/radios based on the current technologies available.
 - 3. Please see enclosed tower design for structural specifications.
 - 4. Please see enclosed fall zone letter that details if the tower were to fall, the predicted mode of wind induced failure would be local buckling of the shaft at or above the midpoint with the upper section folding over onto the intact lower section. The result, if it were to fail, would be a theoretical fall zone at or above the groundline.
- H. Community liaison officer not needed since objection to the site location is not expected since the property is surrounded by Agricultural, Business and Heavy Industrial zoned properties.
- I. Construction will begin within one year of the Special Exception approval as per this provision.
- J. TowerCom does not own or operate any existing towers in the Augusta or Richmond County area, however they do have assets just outside the County. Additionally, a complete inventory of towers may be found at <https://www.towercomenterprises.com/our-towers>.

If you have any questions, or if you need any additional information, please do not hesitate to contact me at 404-422-2249 or kris.doyle@doyleconsultinginc.com.

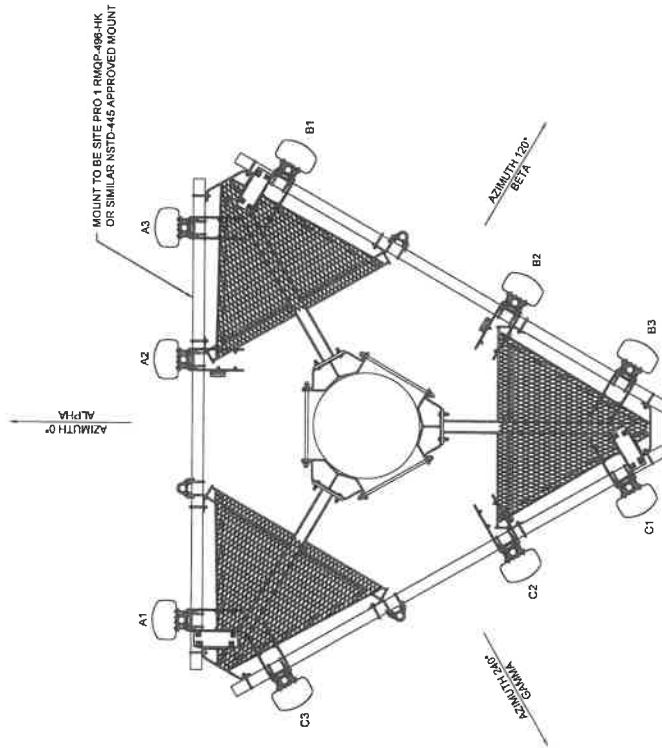
Sincerely yours,



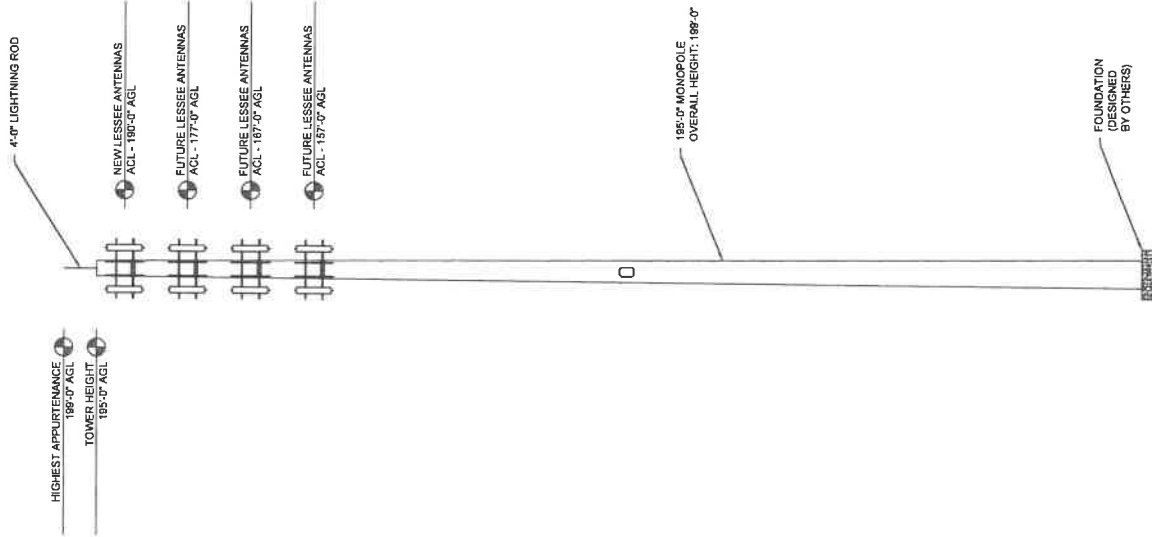
Kris Doyle

NOTES:

1. ALL INFORMATION IS FOR ILLUSTRATIVE PURPOSES. CONTRACTOR SHALL CONFIRM DETAILED INFORMATION WITH THE VERIZON CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION.
2. GENERAL CONTRACTOR TO INSTALL HYBRID CABLES, NUMBER AND TYPE AS PER RF DESIGN SHEET.
3. GENERAL CONTRACTOR INSTALL RAYCAP OVPs, NUMBER, AND TYPE AS PER VERIZON CONSTRUCTION MANAGER.



ANTENNA ORIENTATION PLAN
NTS



TOWER ELEVATION
NTS



THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

DRAWN BY: KAS
CHECKED BY: CAD

REVISIONS

#	DATE	BY	DESCRIPTION
1	02/08/23	KAS	PRELIMINARY CD
2			
3			
4			
5			
6			
7			
8			
9			
10			



TOWERCOM
ON AIR, ON TIME

FLUZE ID: 19883017

SITE NAME: BENNOCK MILL

SITE # / LOCATION CODE: 500275

SITE ADDRESS: MIKE PADGETT HWY
AUGUSTA, GA 30906

SITE TYPE: RAILROAD

SHEET TITLE: SITE DETAILS

DRAWING #: C-405
REVISION: 0





Commission Meeting

June 20, 2023

Item Name: Z-23-22

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	A request for concurrence with the Augusta Georgia Planning Commission to APPROVE a petition by HD Historic Properties on behalf of Clay Boardman & Marion Partners, LLC requesting a rezoning from zone B-2 (General Business) to zone PUD (Planned Unit Development) affecting property containing approximately 0.21-acres located at 739 Broad Street. Tax Map #037-3-123-00-0. DISTRICT 1
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. The adaptive reuse of this historical building will allow a maximum of 56 dwelling units. 2. The commercial component of the PUD shall be limited to the permitted uses and development standards as stated in Section 22-1, of the Comprehensive Zoning Ordinance for the B-2 zoning district. 3. Any zoning provision not addressed in the PUD document shall revert to the provisions of the B-2 (General Business) zoning district. 4. Any changes to the PUD document and final plan shall comply with Sections 18-6 and 18-7 of the Comprehensive Zoning Ordinance of Augusta, Georgia, as amended for Planned Unit Developments. 5. Prior to the issuance of any building permits, the developer must provide a minimum of 4 handicap spaces onsite and 28 off-street parking spaces, bike racks are to be installed prior to a CO being issued 6. Any proposed exterior construction or renovation of the building shall first receive approval of a Certificate of Appropriateness from the Historic Preservation Commission prior to commencement of such work. 7. Additional 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. 8. No freestanding signs shall be permitted on the property without approval by the Planning Commission. Building or wall mounted signs are limited to a maximum surface area of 2 square feet per linear foot. Projecting signs may not project more than 5 feet from the building wall it is attached to except for canopy or awning.

mounted signs. Window signs may not occupy more than 20 percent of the
of any window.

Item 3.

Funds are available in N/A
the following accounts:

REVIEWED AND N/A
APPROVED BY:

AUGUSTA-RICHMOND COUNTY PLANNING COMMISSION STAFF REPORT

Case Number: Z-23-22

Hearing Date: Monday, June 5, 2023

Applicant: HD Historic Properties

Property Owner: Clay Boardman/Marion Partners, LLC

Address of Property: 739 Broad Street, Augusta, Georgia 30901

Tax Parcel #: 037-3-123-00-0

Present Zoning: B-2 (General Business)

Commission District: 1 (Jordan Johnson)

Super District: 9 (Francine Scott)

Fort Gordon Notification Required: No

Request	Proposed Use / Activity	Applicable Text
Rezoning from B-2 to PUD	Mixed-use (multifamily/commercial)	Comprehensive Zoning Ordinance of Augusta, Georgia, Section 19

1. Summary of Request:

This application pertains to a 0.21-acre parcel containing the Marion Building, a historic structure originally built in 1914. The applicant seeks to renovate the decades-vacant, 10-story office building into a mixed-use concept of commercial and residential consisting of 56 studio and one-bedroom apartments and a 1,156 square foot ground floor commercial space.

A Planned Unit Development (PUD) is proposed by the applicant for this property primarily due to density. The current zoning allows for a residential density of 29 dwelling units per acre. The permitted residential density of 29 dwelling units per acre would limit the applicant to six (6) dwelling units, less than one dwelling unit per floor.

2. Comprehensive Plan Consistency:

The subject property falls within the Downtown Character Area. The 2018 Comprehensive Plan notes that “adaptive reuse of historic buildings will be a key component” of downtown redevelopment; the applicant’s efforts to restore the Marion Building would be consistent with this framework.

3. Proposed PUD development:

- i. Permitted Uses: Multi-family residential apartments and commercial uses allowed within the B-2 (General Business) zoning district consisting, but not limited to professional office, restaurants, and retail.

- ii. Building Height: The total height of any structure shall not exceed 165 feet as permitted within the B-2 (General Business) including any potential attached or detached structures.
- iii. Density: The overall density of the site shall not exceed 56 residential dwelling units for the proposed PUD development.
- iv. Parking: The PUD is providing four (4) off-street parking spaces, including two (2) handicap spaces on the property. Additional parking will be needed to support this proposed development. Bike racks allow for a 5 – 10 percent reduction.
- v. Setbacks: The property is currently developed. Any new building would be required to be consistent with the requirements of the B-2 (General Business) zoning district.
- vi. Landscaping and Buffers: The property is built. Any increase shall conform with all related provisions of the Augusta Tree Ordinance, if applicable.
- vii. Open space: A minimum of 25% of the 0.21-acre property will be dedicated to open space. Such open spaces may also include park, recreational or plaza primarily used for public use within PUD boundary. There is an existing public park or plaza and walking trails within 1,300 feet of the property.
- viii. Lot coverage: No minimum lot coverage shall be required as permitted within the B-2 (General Business) zoning district.
- ix. Fence: No fencing is being proposed. If a fence or screen wall is constructed, it shall comply with the fence regulations for the B-2 (General Business) zoning district.
- x. Outdoor Storage: Any outdoor storage shall be limited to enclosed buildings or screening with a 6-foot wood privacy fence or masonry wall.
- xi. Signage: The PUD proposes to prohibit freestanding signage on the property. No freestanding signs shall be permitted on the property without approval by the Planning Commission. Building or wall mounted signs are limited to a maximum surface area of 2 square feet per linear foot. Projecting signs may not project more than 5 feet from the building wall it is attached except for canopy or awning mounted signs. Window signs may not occupy more than 20 percent of the area of any window.

4. Findings:

1. The applicant requests rezoning to a Planned Unit Development (PUD) for the property located at 739 Broad Street.
2. The PUD proposes a mixed use of commercial space on the ground floor with the remaining floors to be residential apartments of various size.

3. There are no zoning cases on file for the property.
4. Public water and sanitary sewer are currently available to the property.
5. This segment of Broad Street is classified as a minor arterial road on the Georgia Department of Transportation (GDOT) Functional Classification map, 2017. Augusta Transit runs along this portion of Broad Street.
6. There are no Special Flood Hazard Areas or wetlands located on the property.
7. All adjacent properties are zoned B-2 (General Business).
8. The proposed rezoning to PUD is consistent with the 2018 Comprehensive Plan.
9. The property is located within the Downtown Historic District.
10. The applicant's Letter of Intent states that they will be restoring the building and as part of the restoration process, the applicant will be applying for historic preservation tax credits at the state and federal level, adhering to all rehabilitation criteria as determined appropriate" by the Department of the Interior and the Historic Preservation Division of the Georgia Department of Community Affairs.
11. Should any exterior renovations occur, a Certificate of Appropriateness will be required from the Historic Preservation Commission prior to construction.
12. The proposed PUD's fifty-six (56) residential dwelling units require eighty-four (84) parking spaces, and the commercial space would require an additional three (3) spaces, for a total of eighty-seven (87). The developer plans to provide four (4) off-street parking spaces, including two (2) handicap spaces on the property. A seventy-six (76) space off-street lot on the southeast corner of Eighth Street and Reynolds Street had been suggested by the applicant as a potential solution to provide the remainder of the parking requirement; it is now unclear if they can obtain use of said lot. Almost all on-street spaces in the 700 block of Broad Street are located within a three hundred (300) foot radius of the subject property, and could therefore count towards the development's cumulative parking provision (*Comprehensive Zoning Ordinance, Section 4-3(b)*).
13. The property is located within the downtown area and in accordance with Section 4-3(d), the Planning Commission may at its discretion reduce the number of parking spaces required for a specific use by Section 4-3(c) provided that sufficient evidence is presented justifying the need for a reduction in the and that every effort has been made to provide off-street parking requirements.
14. The property is not located within the Planned Development Riverfront Zone.
15. The proposed PUD meets the minimum requirements as set out in Section 19-3 of the Comprehensive Zoning Ordinance of Augusta, Georgia.
16. At time of writing, staff have not received citizen feedback pertaining to this case as it has been advertised.

Recommendation: The Planning Commission with considerations of this being an adaptive reuse planned unit development, recommends **Approval** of this rezoning to a Planned Unit Development (PUD) subject to the following conditions:

1. The adaptive reuse of this historical building will allow a maximum of 56 dwelling units.
2. The commercial component of the PUD shall be limited to the permitted uses and development standards as stated in Section 22-1, of the Comprehensive Zoning Ordinance for the B-2 zoning district.
3. Any zoning provision not addressed in the PUD document shall revert to the provisions of the B-2 (General Business) zoning district.
4. Any changes to the PUD document and final plan shall comply with Sections 18-6 and 18-7 of the Comprehensive Zoning Ordinance of Augusta, Georgia, as amended for Planned Unit Developments.
5. Prior to the issuance of any building permits, the developer must provide a minimum of 4 handicap spaces onsite and 28 off-street parking spaces, bike racks are to be installed prior to a CO being issued
6. Any proposed exterior construction or renovation of the building shall first receive approval of a Certificate of Appropriateness from the Historic Preservation Commission prior to commencement of such work.
7. Additional 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.
8. No freestanding signs shall be permitted on the property without approval by the Planning Commission. Building or wall mounted signs are limited to a maximum surface area of 2 square feet per linear foot. Projecting signs may not project more than 5 feet from the building wall it is attached to except for canopy or awning mounted signs. Window signs may not occupy more than 20 percent of the area of any window.

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.



Lois Schmidt
 Planner 1
 Augusta Planning and Development
 535 Telfair Street, Suite 300
 Augusta, GA 30901

April 24, 2023

Planned Unit Development
 Site Development Plan- Letter of Intent
 Marion Building
 739 Broad Street Augusta, GA 30901

I. Project Narrative:

- a. This narrative shall serve to express our intent to convert the historic Marion Building, a 10 -story office building that was built in 1914 and is located at 739 Broad Street in Augusta, Georgia, into a mixed used development comprised mainly of multifamily apartments. Our development team has conducted a thorough analysis of the downtown Augusta rental market and a robust investigation of the historic structure and determined that there is sufficient market demand for loft apartments to support the adaptive reuse of the Marion Building. Up to 75% of our proposed project plan will be used to create up to 65 multifamily, residential apartments and up to 5% of the overall square footage of the building will be utilized as commercial. The commercial space is accessible from Broad Street or the Alley to the south of the building. The multifamily units will be marketed as market-rate studio efficient and 1-bedroom units.

The Marion Building is listed on the National Register of Historic Buildings and is an important element of the City of Augusta's history. We are committed to preserving its unique character and architectural features. Our development will apply for both State and Federal historic tax credits and will adhere to all rehabilitation criteria as determined appropriate by the Federal Department of Interior and State of Georgia Historic Preservation Department. These incentives will, in part, allow us to address the concerns of the community and implement sustainable design features such as energy-efficient appliances, water-saving fixtures, and limited green space to promote a healthy and eco-friendly lifestyle. We believe that our proposed development will provide a needed boost to the local economy and enhance the quality of life for the residents of this community.



Through these efforts, we believe that our development will not only contribute to the activation and revitalization of the surrounding neighborhood, but also enhance the cultural and historical significance of the building by positioning it to serve the community for the next 100 years. We are excited about the potential of this project and look forward to working with you to bring it to fruition.

II. Site Development Characteristics:

- a. Minimum Lot Area: 9,155 square feet.
- b. Minimum Lot Width: 41 feet
- c. Setbacks: None
- d. Max Impervious Surface Ratio for individual lots and development as a whole: Minimum 10% of open space; Up to 90% impervious.
- e. Minimum and/or maximum building density, including total number of residential units and non-residential square footage permitted, broken down by type.
 - i. Up to 65 Residential Units; size range: 420 sq ft to 678 sq ft. Up to 75% of total building sq footage.
 - ii. Commercial Space; Size: Up to 5% of total building sq ft sq ft
- f. Maximum structure height: 165 ft
- g. Open Space: A minimum of 10% of the 9,155 sq ft lot area will be Green space.
- h. Internal Traffic calming strategies.
 - i. Redeveloped Marion building will have 4 primary entrances to allow access from three directions, ensuring access is not subject to bottleneck caused by over dependence on a single ingress/egress route.
 1. Commercial units have entrances fronting Broad Street and/or the Alley.
 2. Residential ingress/egress located on north, south, and west sides of the building.
- i. Location, size, and/or amount of bufferyards, screening, landscaping, and tree save areas.
 - i. The Marion building enjoys no existing setbacks. As a result, bufferyards, screening and tree save are not possible.
 - ii. The rear, or north side, of the building will be comprised of at minimum 10% of Green space, which will be landscaped and maintained as a private dog walk area or other tenant amenity.
- j. Layout of lots, lot coverage, streets, and any other infrastructure, including bicycle and pedestrian facilities.
 - i. Lot will be at minimum, 10% permeable.
 - ii. Secure bicycle storage area, between 200-500 sq ft in total size, will be accessible by residents from inside and outside of the building.
- k. Spacing and species of street trees to be installed.



- i. N/A/
 - l. Development-specific architectural design criteria.
 - i. Existing architectural design of the exterior building will be maintained.
 - ii. Project will adhere to all State and Federal historic rehabilitation criteria as determined appropriate by the Federal Department of Interior and State Historic Preservation Department.
 - m. Location, size, and design of any permanent signage.
 - i. Permanent signage will not interfere with historic elements of the building.
 - ii. Commercial signage will be located on windows, doors, or in other areas that are tasteful and unobtrusive, as determined by Owner, to avoid and minimize interference with historic character of the building.
 - n. Location of and specifications for site access.
 - i. All historic, existing access will be maintained for the property.
 - o. Any other site-specific prescriptions deemed necessary for the development of the site, as proposed.
 - i. None.
- III. Planned Unit Development (PUD) Conditions:**
- a. Planned Unit Development, as described in this application, is contingent upon the transfer of title from Marion Partners, LLC to Augusta HD 1, LLC. Should the PUD not come into effect, all rights under the B-2 zoning remain.
- IV. Appendix A:**
- a. Site Plan

Sincerely,

Ryan Sanders


HD Historic Properties

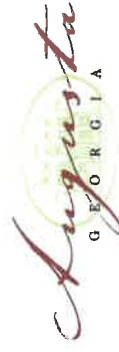
Planning Commission
Z-23-22
May 1, 2023

739 Broad Street

Aerial

Legend

 Parcel of Interest



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

Augusta, GA Disclaimer

The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the consolidated government of Augusta, GA. Augusta, GA and the companies contracted to develop these data assume no legal responsibilities for the information or accuracy contained on this map. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the Augusta-Richmond County Commission.

Item 3.



0 200 Feet



Request: A Change of Zoning from Zone B-2 (General Business) to zone PUD (Planned Unit Development) affecting property containing approximately 0.21-acres located at 739 Broad Street.


HD Historic Properties on behalf of Clayman and Marion Partners, LLC
Phone: 037-3-123-00-0

Planning Commission
Z-23-22
May 1, 2023


739 Broad Street

Current Zoning

Legend

 Parcel of Interest

Zoning
Classification

 B-2: General Business



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

Augusta, GA Disclaimer

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Item 3.



0 200 Feet



Request: A Change of Zoning from Zone B-2 (General Business) to zone PUD (Planned Unit Development) affecting property containing approximately 0.21-acres located at 739 Broad Street.
HD Historic Properties on behalf of Clayman and Marion Partners, LLC
Phone: 037-3-123-00-0

Planning Commission
Z-23-22
May 1, 2023

739 Broad Street

Future Zoning

Legend

Parcel of Interest

Zoning
Classification

B-2: General Business

PUD: Planned Unit
Development



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

Augusta, GA Disclaimer

The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the consolidated government of Augusta, GA. Augusta, GA and the companies contracted to develop these data assume no legal responsibilities for the information or accuracy contained on this map. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the Augusta-Richmond County Commission.

Item 3.



0 200 Feet



Request: A Change of Zoning from Zone B-2 (General Business) to zone PUD (Planned Unit Development) affecting property containing approximately 0.21-acres located at 739 Broad Street.

HD Historic Properties on behalf of Clayman and Marion Partners, LLC
Phone: 037-3-123-00-0





Commission Meeting

June 20, 2023

Item Name: Z-23-25

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Z-23-25</u> – A request for concurrence with the Augusta Georgia Planning Commission to APPROVE a petition by Rodney Cook requesting a rezoning from zone A (Agricultural) to zone B-2 (General Business) affecting property containing approximately 2.79 acres located at 3337 Gordon Highway. Tax Map #104-0-003-00-0. Ft. Gordon notified 4/10/2023 DISTRICT 3
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. Approval of the rezoning request shall not constitute approval of the conceptual site plan submitted with the application. Site plan approval, in compliance with the Site Plan Regulations of Augusta, Georgia, is required prior to commencement of construction on the property. 2. Development of the property shall comply with all development standards and regulations of Augusta-Richmond County, Georgia, as amended, at the time of development.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AUGUSTA-RICHMOND COUNTY PLANNING COMMISSION STAFF REPORT

Case Number: Z-23-25

Hearing Date: Monday, June 5, 2023

Applicant: Rodney Cook

Property Owner: Applicant

Address of Property: 3337 Gordon Highway, Grovetown, Georgia 30813

Tax Parcel #: 104-0-003-00-0

Present Zoning: A (Agricultural)

Commission District: 3 (Catherine Smith McKnight) **Super District:** 10 (Wayne Guilfoyle)

Fort Gordon Notification Required: Yes; notified 10 April 2023

Request	Proposed Use / Activity	Applicable Text
Rezoning from A to B-2	Electrician's office	Comprehensive Zoning Ordinance, Sections 7, 22

1. Summary of Request:

This request pertains to a 2.79-acre property in western Richmond County, located along Gordon Highway in a narrow strip of land between Fort Gordon and Columbia County. The property, currently undeveloped and zoned A (Agricultural), ranges from 164 to 190 feet in depth, carries approximately 690 feet of street frontage, and is sandwiched between Gordon Highway and a railroad track. The applicant seeks a rezoning of this property to B-2 (General Business), in order to use the property as a base of operations for his electrical company.

The company, A&R Electric, currently maintains headquarters at 3921 Wrightsboro Road, and conducts work primarily for new residential construction. Per the applicant's concept plan and letter of intent, the property will be equipped with a 1,000 square foot office space, employee parking, and an 1,800 square foot storage warehouse to be "utilized for material storage". The applicant states that the office space will not host or service customers on site. Less than half of the property would be occupied by the new headquarters, and the majority of the property is shown as remaining undeveloped.

2. Findings:

1. There are no prior zoning actions associated with the subject property.
2. The property does not access municipal water or sewer lines.
3. Per the Georgia Department of Transportation (GDOT) Functional Classification Map, this segment of Gordon Highway is considered a principal arterial road.
4. Augusta Transit service does not extend to the subject property.
5. Per FEMA records, there are no floodplains or wetlands located on the subject property.

6. Site topography is mostly flat, sloping slightly upward from around 462 feet above sea level along Gordon Highway to around 470 feet adjacent to the railroad track.
7. Properties immediately to the west (3353, 3357, 3361, and 3365 Gordon Highway) are currently zoned B-2; while property to the immediate east (3325 Gordon Highway) is currently zoned A, 3319, 3317, and 3315 Gordon Highway are zoned B-2. However, these neighboring B-2 properties appear to be either undeveloped or operating as single-family residences.
8. The property is considered to be within the Belair character area; the 2018 Comprehensive Plan recommends the maintenance of “appropriate buffers between development and Fort Gordon” (p. 210). The proposed use as primarily office space with accessory storage, while at property directly across from Fort Gordon, is anticipated to be a marginal boost in activity and development along this corridor. Therefore, the proposed use of the property is compatible with the Comprehensive Plan.
9. Being within a 3,000 feet radius of the Fort Gordon military installation, the request to rezone this property triggered a mandatory notification to Fort Gordon officials within 30 days of the hearing on this request, pursuant to section 6 of the Zoning Procedures Law (*O.C.G.A. § 36-66-6*). Fort Gordon officials were notified on April 10, 2023. At time of writing, no comments have been received by Planning & Development staff from Fort Gordon.
10. At time of writing, staff have not received feedback from citizens pertaining to this request as it has been advertised. A sign was conspicuously posted on the premises on May 5, 2023, and the request was advertised in the May 18 edition of *The Augusta Chronicle*, pursuant to section 4 of the Zoning Procedures Law (*O.C.G.A. § 36-66-4*).

Recommendation: The Planning Commission recommends **Approval** to rezone the property to B-2, with the following conditions:

1. Approval of the rezoning request shall not constitute approval of the conceptual site plan submitted with the application. Site plan approval, in compliance with the Site Plan Regulations of Augusta, Georgia, is required prior to commencement of construction on the property.
2. Development of the property shall comply with all development standards and regulations 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.

Letter of Intent

RE: Rezoning of property at 3337 Gordon Highway to B2

The current intent of attempting to rezone the property is to establish a new business location for an already-existing well-established electrical company. The company focuses primarily on new construction residential work and is not geared toward service-based calls. The company has been licensed and working in Augusta for many years.

Office space is to be utilized as company support only, and will not be hosting or servicing customers on site. Four (4) parking spaces are allocated for the proposed office building (based on 1 spot per 300 square feet of space).

The storage warehouse will be utilized for material storage.

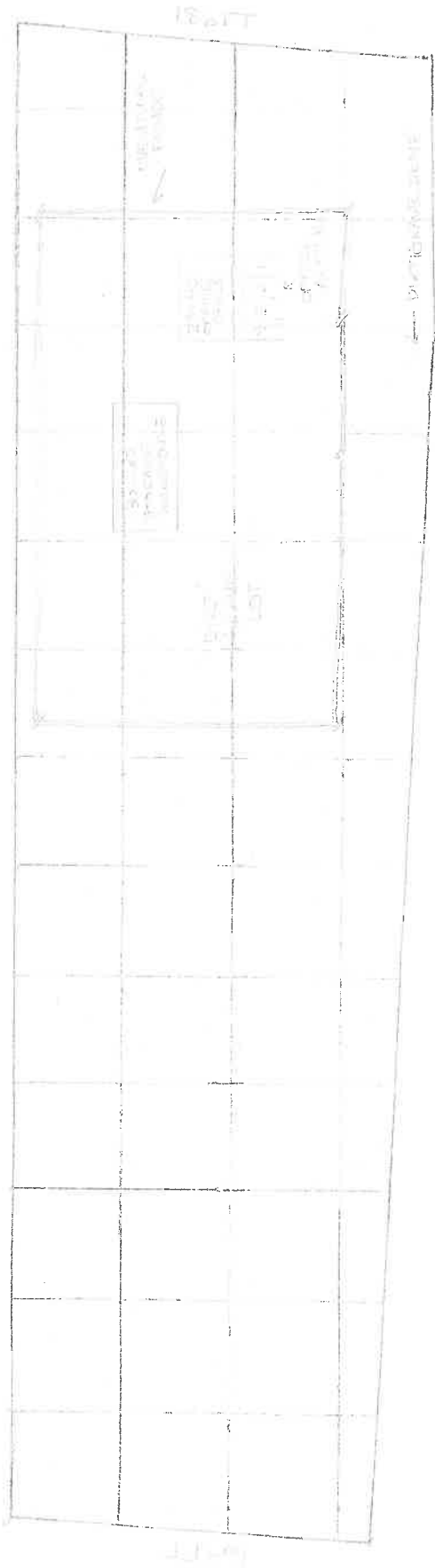
The lot itself would remain dirt with possible gravel in some locations. Fleet vehicles will be parked at this location during off-hours and employee vehicles will be parked here during business hours.

The intent is to eventually fence in the area of the property used for conducting business.

A dirt drive is sufficient for the company's needs and appears to be customary for this stretch of Gordon Highway. There is also no potential for traffic flow concerns along this main road due to the nature of the company.

****Building sizes, exact locations, etc. are subject to change once a formal plan is drafted if re-zoning is approved. This is a conceptual design at this time, but is accurately representative of the end goal.****

Rehdy Cook
2521 Wazantown Rd.







Commission Meeting

June 20, 2023

Code Enforcement Ordinance Updates and Harrisburg Enterprise Zoning Ordinance

Department:	Planning & Development
Presenter:	Carla Delaney or Department Designee
Caption:	Motion to approve recommended Code Enforcement Ordinance (updates) Amendments; and updates/amendments to the Harrisburg Enterprise Zoning Ordinance and the proposed updated list of parcels for the Harrisburg Opportunity Zone (Approved by Public Services Committee May 9, 2023 and Commission May 16, 2023.
Background:	November 1, 2022, the Augusta Commission authorized the Planning & Development Department to draft potential updates to ordinances related to Code Enforcement.
Analysis:	Recommended updates to the County Code of Ordinances regarding Code Enforcement are provided.
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Motion to accept and approve the County Code of Ordinances changes as presented. 2 nd Reading required.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 14. This ordinance shall become effective upon adoption.

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

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

(SEAL)

AUGUSTA, GEORGIA

By: _____

Garnett L. Johnson

Mayor

Attest:

Clerk of Commission
STATE OF GEORGIA
RICHMOND COUNTY

FIRST READING _____

SECOND READING _____

CLERK'S CERTIFICATE

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

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

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

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

(SEAL)

Lena J. Bonner
Clerk of Commission

EXHIBIT A

ARTICLE 5

PERMITS, INSPECTIONS AND CERTIFICATES OF OCCUPANCY

Section 7-1-81 Permit application; exceptions.

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

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

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

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

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

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

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

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

Section 7-1-81 Permit application; exceptions.

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

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

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

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

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

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

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

Section 7-1-89. Conditions of permit.

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

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

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

Section 7-1-89. Conditions of permit.

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

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

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

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

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

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

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

EXHIBIT B

ARTICLE 8

INTERNATIONAL PROPERTY MAINTENANCE CODE ADMINISTRATION AND ENFORCEMENT

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

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

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

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

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

2. For repeat and chronic violators of this Article:

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

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

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

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

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

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

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

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

NOTICES AND ORDERS

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

NOTICES AND ORDERS

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

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

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

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

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

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

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

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

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

MEANS OF APPEAL

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

MEANS OF APPEAL

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

EXHIBIT C

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

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

Sec. 7-2-3. Nuisances—Notice.

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

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

Sec. 7-2-5. Nuisances—Penalties.

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

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

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

2. For repeat and chronic violators of this Article:

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

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

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

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

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

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE AUGUSTA RICHMOND COUNTY CODE SO AS TO AMEND SETION2-4 BY AMENDING THE BOUNDARIES AND STATISTICAL DATA ENTITLED “HARRISBURG/WEST END ENTERPRISE ZONE” TO PROVIDE AN EFFECTIVE DATE, TO REPEAL CONFLICTING ORDINANCES FOR OTHER PURPOSES

BE IT ORDAINED by the Augusta-Richmond County Commission, and it is hereby ordained by authority of the same as follows:

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

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

BOUNDARY DESCRIPTION. Beginning at a point which is the intersection of the centerlines of Water Edge Drive and Thirteenth Street; thence, in a southwesterly direction along the centerline of Thirteenth Street a distance of 1772 feet, more or less, to a point located at the intersection of Thirteenth Street and Greene Street; thence, in a southeasterly direction along the centerline of Greene Street a distance of 900 feet more or less, to a point located at the intersection of Greene Street and Twelfth Street; thence, in a southwesterly direction along the centerline of Twelfth Street a distance of 2006 feet, more or less, to a point located on the centerline of Walton Way; thence, in a westerly direction along the centerline of Walton Way a distance of 8571 feet, more or less, to a point located on the centerline of Metcalf Street; thence, in a northeasterly direction a distance of 547 feet along the centerline of Metcalf Street to a point located on the centerline of Heckle Street; thence, in a southeasterly direction from along the centerline of Heckle Street a distance of 846 feet, more or less, to a point located on the centerline of Heckle Street at 33°28'34.18"N, 82° 0'5.36"W; thence, in a northeasterly direction from the centerline of Heckle Street at 33°28'34.18"N, 82° 0'5.36"W a distance of 347 feet, more or less, to a point located on the centerline line of Jenkins Street at 33°28'37.40"N, 82° 0'3.61"W; thence, in an easterly direction along the centerline of Jenkins Street a distance of 498 feet, more or less, to a point located at the intersection of Barnes Lane; thence in a northeasterly direction along the centerline of Barnes Lane a distance of 2322 feet more or less, to a point located at the intersection of Green Street; thence, in a westerly direction along the centerline of Green Street a distance of 1745 feet, more or less, to a point located at the intersection of Metcalf Street, located at

33°29'4.10"N, 82° 0'1.49"W; thence, in a northeasterly from 33°29'4.10"N, 82° 0'1.49"W a distance of 208 feet, more or less, to a point located at the intersection of Saint Luke Street and Metcalf Street located at 33°29'6.00"N, 33°29'6.00"N; thence, continue in a northeasterly direction along the centerline of Metcalf Street a distance of 394 feet, more or less, to a point located at the intersection of Welsh Lane; thence, in a northwesterly direction along the centerline of Welsh Lane a distance of 1022 feet, more or less, to a point located at the intersection of Tubman Street; thence, in a northeasterly direction along the centerline of Tubman Street a distance of 185 feet, more or less, to a point located at the intersection of Broad Street; thence, in a northwesterly direction along the centerline of Broad Street a distance of 97 feet, more or less, to a point located at the intersection of Wood Street; thence, in a northeasterly direction along the centerline of Wood Street a distance of 173 feet, more or less, to a point located at the intersection of Browns Lane; thence, in a southeasterly direction along the centerline of Browns Lane a distance of 1966 feet, more or less, to a point located at the intersection of Grace Street; thence, in a northeasterly direction along the centerline of Grace Street a distance of 416 feet, more or less, to a point located at the intersection of Peral Avenue; thence, continue in a northeasterly direction along the centerline of Pearl Avenue a distance of 497 feet, more or less, to a point located at the intersection of Eve Street; thence, in a northeasterly direction along the centerline of Eve Street a distance of 526 feet, more or less, to a point located at the intersection of Goodrich Street; thence, in a northwesterly direction along the centerline of Goodrich Street a distance of 309 feet, more or less, to a point located at 33°29'19.68"N, 81°59'37.51"W; thence, in a northeasterly direction from 33°29'19.68"N, 81°59'37.51"W a distance of 604 feet, more or less, to a point located at 33°29'19.94"N, 81°59'30.37"W of River Watch Parkway; thence, in a southeasterly direction along the centerline of River Watch Parkway a distance of 3925 feet, more or less, to a point located at the intersection of Reynolds Street; thence, continue in a southeasterly direction along the centerline of Reynolds Street a distance of 1296 feet, more or less, to a point located at the intersection of 14th Street; thence, in a northeasterly direction along the centerline of 14th Street a distance of 260 feet, more or less, to a point located at the intersection of Market Street; thence, continue in a northeasterly direction from the intersection of Market Street a distance of 96 feet, more or less, to a point located at 33°28'55.01"N, 81°58'38.63"W along Waters Edge Drive; thence in a northeasterly direction along centerline of Waters Edge Drive a distance of 983 feet, more or less, to the point of beginning.

a.) *Pervasive Poverty:*

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

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

b.) *Unemployment:*

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

c.) *General Distress:*

The Nominated Area suffers from general distress and adverse conditions as evidenced from the data collected, and such indicators of distress are outlined as followed: The Photographic Survey of the Nominated Area attached hereto as Exhibit B indicates that there are vacant, dilapidated, or deteriorating buildings that exist within the nominated area. Vacant and unused manufacturing space abounds in the nominated area. The Nominated Area, once primarily a center of textile manufacturing in nature, shows significant loss of business with a need for new employment opportunities to utilize the existing vacancies. Consequently, the area shows evidence of creeping blighted conditions that although scattered throughout the area, potentially pose a threat of further disinvestments creating a diminishing tax base within the area. Although most areas in the greater Central Savannah River Area (Augusta-Richmond County) region have increased in population, the population of the Distressed Sites and the surrounding area has declined by five (5) percent.

SECTION 2. Based upon the findings of fact set forth in Section 1 of this ordinance in addition to ample additional evidence, the Board of Commissioners finds the Nominated Area meets the qualifications of the Enterprise Zone Employment Act.

SECTION 3. In order to alleviate the above conditions the Board of Commissioners hereby designates the Nominated Area described in Exhibit A, attached hereto and incorporated by reference herein, as an Enterprise Zone to be known as the "Harrisburg Enterprise Zone Development Area."

SECTION 4. The Augusta Richmond County Commission shall be the authorized agency to act in all matters pertaining to the enterprise zones and reserves the power to grant the incentives listed below to qualifying businesses or qualifying service enterprises in accordance with the authorization granted local governments in the administration of the enterprise zone in the Enterprise Zone Employment Act.

SECTION 5. The Augusta Richmond County Commission may grant incentives, as provided by OCGA 36-88-7 and 36-88-9 and as may be subsequently amended from time to time. Such incentives will be negotiated by the Commissioner on a case-by-case basis and may include, but not be limited to, exemptions from any or all of the following:

a.) Occupation taxes;

b.) Building Permit Fees;

- c.) Sign Permit Fees;
- d.) Business License Administrative Fee;
- e.) Rezoning Fees;
- f.) Engineering Fees;
- g.) State and municipal ad valorem taxes, excluding property taxes imposed by school districts;
- h.) Other local fees authorized by the Board of Commissioners, as may be applicable.

The Augusta Richmond County Commission may make determinations of eligibility for each business enterprise or service enterprise based on the quality and quantity of such additional economic stimulus as may be created within Augusta Richmond County, Georgia. Criteria for consideration may include but not be limited to the following:

- a.) The number of jobs to be created above the state threshold of five jobs.
- b.) Capital investment or reinvestment by the business equal to or greater than the amount of ad valorem tax abated over the first five years of the tax incentive;
- c.) Locating in a vacant or historic building;
- d.) Demolishing an obsolete, abandoned and/or deteriorating pre-existing structure;
- e.) Enhancing the area by incorporating elements such as significant landscaping, area compatible facade materials and exclusion of billboards on premises;
- f.) Assembling multiple tracts of land for one project; and
- g.) creating jobs for residents of the Enterprise Zone and surrounding area.

SECTION 7. The Augusta Richmond County Commission further directs and designates its (Name or Agency) as liaison for communication with the Georgia Department of Community Affairs; the Georgia Department of Industry, Trade, and Tourism; the business community; and all others to oversee enterprise zone activities and administration, and communication with qualified businesses, qualified service enterprises and qualifying residential developments as outlined in this ordinance.

SECTION 8. The Augusta Richmond County Commission has the power to administer, require, and enforce compliance with the provisions of the ordinance and such administrative rules or regulations adopted hereinafter by way of resolution including but

not limited to reports and data information from businesses within the enterprise zone to verify compliance with this ordinance and state law.

SECTION 9. A qualifying business enterprise or service enterprise shall enter into a contractual agreement with the County setting forth the incentives offered to such entity and including the guidelines for the recapture, revocation, or reimbursement of the incentives should the terms of the contract be violated by the target business.

SECTION 10. This ordinance shall take effect immediately. All ordinances or parts of ordinances in conflict herewith are hereby repealed. Should any section, provision, or clause of any part of this Ordinance be declared invalid or unconstitutional, or if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances be declared invalid or unconstitutional, such invalidity shall not be construed as to affect portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of this Ordinance would have been adopted had such invalid portion not been included herein.

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

(SEAL)

AUGUSTA, GEORGIA

By: _____
Garnett L. Johnson
Mayor

Attest:

Clerk of Commission
STATE OF GEORGIA
RICHMOND COUNTY

FIRST READING _____

SECOND READING _____

CLERK'S CERTIFICATE

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

I do hereby CERTIFY that there was a quorum of the Commissioners present at such meeting, and that such ordinance was duly adopted by the pursuant to the constituting and governing laws of the Augusta-Richmond County Commission. Witness my hand and the official seal of Augusta, Georgia this ____ day of _____, 2023.

(SEAL)

Lena J. Bonner
Clerk of Commission

EXHIBIT “A”

DRAFT

EXHIBIT “B”

DRAFT



Commission Meeting

June 20, 2023

Nationwide Enhancement Programs

Department:	N/A
Presenter:	N/A
Caption:	<p>Motion to approve additional Nationwide Enhancement programs to our current Government Deferred Compensation Nationwide 457Plan. Programs were presented to the Pension Committee on May 16, 2023, Committee requested programs be introduced to the Administrative Service Committee for Commission Approval. In addition, Nationwide will work with Human Resources to provide educational sessions to employees for the loan program and retirement enhancements.</p> <p>1. Non-ERISA Plan Loan Program (Program allow employees to borrow against their savings beyond the 4 hardships approved by the IRS)</p> <p>2. Income America and 5/5 programs, guaranteed lifetime income for retirement enhancement. additional program that benefits the retiree.</p> <p>Nationwide Representative Mr. Roland Wilson</p>
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

In-s
withd
and loans

Item 6.

Accessing your money before you retire



Nationwide[®]
is on your

75

Even though the 457(b) deferred compensation plan is designed for long-term investing, special provisions may give you access to the funds in your account while you're still employed.

Special provisions may provide access to funds

Because the 457(b) deferred compensation plan allows you to save on a tax-deferred basis, there are restrictions on when you can withdraw your money.

But what if something happens and you need money now? Special provisions may offer you access to money in your account¹:

- **Unforeseeable emergencies**
- **Loans**

Remember, the deferred compensation plan is designed to help you prepare for retirement. Careful consideration should be made prior to any withdrawal or participant loan.

¹ Other in-service withdrawal options include distribution of rollover contributions, de minimis distribution and required distributions at age 72 while still working. Ask your Nationwide® Representative for more information.

Ways you may have access to funds

Unforeseeable emergencies

Under IRS regulations, an unforeseeable emergency is defined as severe financial hardship on the part of the participant or the participant's spouse, beneficiary or dependent due to extraordinary circumstances.

Examples of emergencies
Need to pay medical expenses
Imminent foreclosure or eviction from primary residence
Funeral expenses of a spouse or dependent

You must document that a severe financial hardship exists that cannot be relieved through any other means.

Loans

Your employer may permit you to take a loan from your deferred compensation plan. The process is similar to taking out a loan from a lending institution. You must complete an application and be approved for the loan.

- ✓ Minimum loan amount is \$1,000
- ✓ Maximum is 50% of your vested account balance up to \$50,000²
- ✓ Maximum loan term for a principal residence loan is 15 years; other loans are 5 years

Loan terms generally include competitive rates and reasonable repayment terms.

² This may be reduced by any outstanding loan balance within the last 12 months, minus any outstanding loan balance on the day the loan is made.

What you should know about taking a loan

It's important to consider the pros and cons of borrowing from the deferred compensation plan.

Advantages

- No credit check
- No taxes to pay
- Competitive interest rates
- Repayments are made back to your deferred compensation account
- Allows you to pay off higher-interest debt
- Reasonable repayment terms

Disadvantages

- You may lose the benefits of your money compounding over time — a potential setback to your savings
- Repayments are made with after-tax dollars
- Loans must be repaid with interest
- Assets might be liquidated at a lower value than the purchase price

Important information about loan repayments

All loan repayments must be made in full by the specified due date.

- Automatic deduction from your savings, checking or paycheck are available
- No penalties apply to loans repaid in full prior to term if made via lump-sum payment
- Loan fees appear as administrative charges on your statements
- Loan repayments may be suspended during military service
- Defaulted loans are taxable and reported to the IRS



We can help you determine your eligibility for an unforeseeable emergency or loan.

To learn more:

- Talk with a Nationwide Customer Service Representative at 877-677-3678
- Visit nrsforu.com

Information provided by representatives is for educational purposes only and is not intended as investment advice. Federal income tax laws are complex and subject to change. The information in this brochure is based on current interpretations of the law and is not guaranteed. Nationwide and its representatives do not give legal or tax advice. An attorney or tax advisor should be consulted for answers to specific questions.

Plan representatives are registered representatives of Nationwide Investment Services Corporation, member FINRA, Columbus, Ohio.

Nationwide Retirement Solutions Inc. and Nationwide Life Insurance Company (collectively “Nationwide”) have endorsement relationships with the National Association of Counties, United States Conference of Mayors and the International Association of Fire Fighters-Financial Corporation. More information about the endorsement relationships may be found online at www.nrsforu.com.

Nationwide, the Nationwide N and Eagle and Nationwide is on your side are service marks of Nationwide Mutual Insurance Company.

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NRM-6591AO.9 (01/21)



Nationwide®
is on your



Nationwide Retirement Solutions Non-ERISA Plan Loan Program

Page 1 of 5

Nationwide Retirement Solutions, Inc. ("Nationwide") agrees as the Administrative Service Provider to administer loans pursuant to the terms of the County of Richmond 457(b) Deferred Compensation Plan ("Plan") and in and in accordance with the terms of the Plan Loan Program (including the attached Addendum A - Plan Election Worksheet) as approved by the Employer/Plan Administrator/Plan Sponsor, herein collectively referred to as "Plan Sponsor".

The Plan Sponsor directs Nationwide to administer loans in accordance with this document. The Plan Sponsor may amend or terminate the Plan Loan Program at any time within any constraints placed by Nationwide. The Plan Sponsor is encouraged to consult with its legal counsel and/or its tax advisors in determining whether the procedures identified herein are appropriate for the Plan.

The Plan Sponsor acknowledges that Nationwide may need to make changes from time-to-time to the procedures set forth herein and may request amendments to the Plan documents to maintain compliance of the Plan's Loan Program with Internal Revenue Service ("IRS") guidelines. In such a case, Nationwide will provide Plan Sponsor with timely notice of such changes as they become necessary.

1. Loan Administration - Plan Sponsor delegates to Nationwide certain administrative duties and responsibilities, as a non-discretionary third-party administrator and record keeper for the Plan Sponsor regarding the administration of loans from the Plan, which are set forth herein and which may be modified by Nationwide upon timely notice to and acceptance by the Plan Sponsor.

2. Loan Eligibility - Any Plan participant, who falls into one of the employee statuses that the Plan Sponsor has elected in Addendum A, may apply for a loan from the Plan. Each participant is entitled to one outstanding loan from the Plan at any time. Nationwide will process or deny the participant's loan request based on the terms of the Plan Loan Program.

3. Loan Initiation and Loan Application - To receive a loan from the Plan, an eligible participant must complete all required documents provided in the Loan Packet and return them to Nationwide. Before a loan is issued, the participant must enter into a legally enforceable Loan Agreement as provided by Nationwide in the Loan Packet. A loan initiation fee will be deducted from the participant's account after the loan has been funded by the participant's account. Loan Repayment information will be supplied to the Employer Plan Sponsor via electronic file for Payroll Deduct Loans.

4. Loan Security - The Plan will require that adequate security be provided by the participant before a loan is granted. For this purpose, the Plan will only consider a participant's interest under the Plan to be adequate security. By accepting a loan, the participant is giving the Plan a security interest in his or her vested account balance equal to the total loan amount, but not to exceed 50% of the participant's vested account balance.

5. Loan Money Source - A loan shall be modeled considering the participant's vested Plan account balance. Loans shall be funded pro-rata from all available participant account money sources within the Plan. To the extent a participant has a self-directed brokerage account, no funding from such self-directed brokerage account shall be permitted.

6. Minimum and Maximum Loan Term - The minimum and maximum loan term over which a general-purpose loan may be repaid is the term elected by the Plan Sponsor in Addendum A. Except as otherwise provided herein, the maximum loan term shall not exceed five years for a general-purpose loan or, if elected by the Plan Sponsor in Addendum A, for the purchase of the participant's principal residence.

7. Minimum/Maximum Loan Amount - The minimum loan amount permitted shall be the amount elected by the Plan Sponsor in Addendum A. The maximum amount of any loan permitted under the Plan shall comply with Section 72(p) of the Internal Revenue Code ("IRC") and (when added to the outstanding balance of all other loans from all plans sponsored by the same employer) is the lesser of (i) \$50,000, reduced by the excess (if any) of (A) the highest outstanding balance of loans from all plans sponsored by the same employer, during the one-year period ending on the day before the date on which the loan was made over (B) the outstanding balance of loans from all plans sponsored by the same employer, on the date on which the loan is made, or (ii) one half of the present value of the participant's vested account balance.

8. Loan Amortization - Each loan shall be amortized with interest accruing immediately, with repayments beginning approximately 30 days from the date the loan is processed, in substantially equal repayments consisting of principal and interest during the term of the loan. Repayments of principal and interest shall be made in a manner and pursuant to the terms set forth in the Loan Agreement. The amount of the final payment may be higher or lower depending upon the participant's repayment history.

9. Loan Repayment - Repayment of any loan made to a participant shall be made in a manner and pursuant to the terms set forth in the Loan Agreement. Loans must be repaid according to the repayment method elected by the Plan Sponsor in Addendum A. If payroll deduction is selected as the repayment method, then the Plan Sponsor will ensure the timely set-up of payroll deduction for loan repayments in accordance with the loan amortization schedule. A participant receiving a loan that is being repaid via ACH shall be required to furnish the information and authorization necessary to effectuate the foregoing repayments prior to the commencement of a loan. In the event that an employed participant with an outstanding loan takes a distribution from the Plan, the distribution event does not alleviate the requirement to continue to repay on the outstanding loan balance.

10. Loan Prepayment - The entire amount of a loan, including outstanding principal and any accrued interest, may be paid without penalty prior to the end of the term of the loan in the manner prescribed by Nationwide.

11. Loan Overpayment - In the event Nationwide receives a loan overpayment, any amount over the repayment amount due will be applied or refunded according to the administrative policies of Nationwide.

12. Cure Period - If a participant fails to make a loan repayment when due, the missed repayment must be made within the cure period elected by the Plan Sponsor in Addendum A.

13. Default/Deemed Distribution - If the participant fails to make up a missed loan repayment within the cure period the outstanding loan balance, including accrued interest, will be defaulted and treated as a deemed distribution, effective as of the end of the cure period elected by the Plan Sponsor. A deemed distribution is treated as a distribution from the Plan for federal (and possibly state or local) income tax purposes. Therefore, amounts treated as a deemed distribution will be subject to federal, state and/or local income taxes, and may be subject to an additional 10% early withdrawal tax. A Form 1099-R will be issued to the participant reflecting the deemed distribution. The participant shall remain obligated to repay the loan, including accrued interest, even after a deemed distribution has occurred. Any payment made on a defaulted loan will be applied to the outstanding balance of the loan including accrued interest. Such repayment(s), following the date of default, will be treated as after-tax amounts and the participant will receive tax basis in his or her Plan account for such amounts. The outstanding loan balance will be offset upon notification to Nationwide of the death of such participant.

A participant who has defaulted on a previous loan shall not be eligible for another loan from the Plan until all such defaulted loans are repaid in full, including accrued interest. In addition, a Plan loan which is in default, even if the defaulted loan was treated as a "deemed distribution" under federal regulations, shall be treated as an outstanding loan until such outstanding loan is repaid in full including accrued interest.

14. Loan Offset - A loan offset is a reduction of the participant's account balance by the outstanding loan balance and represents an actual distribution from the participant's account. A loan offset which does not follow a deemed distribution will be subject to ordinary income tax and maybe subject to an additional 10% early withdrawal tax. A Form 1099-R will be issued to the participant reflecting the loan offset. A loan offset which follows a deemed distribution will not be subject to taxation.

For Plans who have elected to make repayments via Payroll Deduct, upon severance of employment, the entire amount of the outstanding loan balance, including accrued interest, will become due and payable. If the loan is not repaid in full prior to the end of the cure period in which the severance of employment occurred, the loan will be treated as a loan offset.

15. Loans Offered from Other Administrative Service Providers/Multiple Vendor Arrangements - The IRC requires the maximum loan amount be applied in the aggregate to all loans made under any plan sponsored by an employer. In the event the employer offers this Plan through multiple service providers or has other Plans at multiple vendors, the Plan Sponsor and/or participant and not Nationwide shall at all times remain responsible for ensuring that any loan received under this Plan is in accordance with the limits defined above in 7. Nationwide shall apply the maximum loan amount limit and any other limits imposed under the IRC without regard to any other loans received by the participant from any other administrative service provider(s) under this Plan or any other plan maintained by the Plan Sponsor.

Any tax reporting required as a result of the receipt by a participant of a loan that exceeds the limits imposed by federal regulations shall not be the responsibility of Nationwide, unless it is determined that such limits were exceeded solely as a result of a loan made through Nationwide as the sole service provider. Consequently, Nationwide shall not be required to account for loans made pursuant to a plan other than this Plan or loans made under this Plan that are made by another provider.

16. Suspension of Loan Repayments

a. Military Leave of Absence - A participant's obligation to repay any loan under the Plan may be suspended, as may be required by law, during the period in which the participant is performing service in the United States military. A participant may elect to continue making repayments during the suspension period by submitting a check for the regularly scheduled repayment amount. The participant must resume repayment of the loan upon his or her completion of military service and the outstanding loan balance, including any accrued interest and fees, must be repaid and may be re-amortized over a period that does not exceed the latest permissible term for a loan under the regulations plus the period of the military service. While the participant is on active duty in the United States military, the interest rate on the loan shall not exceed 6%, compounded annually unless the participant elects in writing during or after his or her military leave of absence to have the loan's higher existing interest rate, if applicable, apply to the loan. The Plan Sponsor assumes responsibility to notify Nationwide when a participant begins and returns from a military leave of absence.

b. Non-Military Leave of Absence - A participant's obligation to repay any loan under the Plan may be suspended during the period (not to exceed one (1) year) while the participant is on an approved non-military leave of absence and the participant provides requested documentation regarding the non-military leave of absence. A participant may elect to continue making repayments during the suspension period by submitting a check for the regularly scheduled repayment amount. The participant must resume repayment of the loan upon the earlier of his or her return from approved non-military leave of absence, or one (1) year of suspension. At such point the outstanding loan balance, including any accrued interest and fees, must be repaid or may be re-amortized over a period that does not exceed the latest permissible term for a loan under the regulations. The Plan Sponsor assumes responsibility to notify Nationwide when a participant begins and returns from an approved non-military leave of absence.

17. Loan Interest Rate - The interest rates for a loan shall be commensurate with interest rates being charged by entities in the business of lending money under similar circumstances. The loan interest rate will be the Prime Rate plus an additional amount expressed as a percentage elected by the Plan Sponsor in Addendum A, plus any other administrative and/or asset fees, as applicable. The Prime Rate shall be the prime rate published by the Wall Street Journal two weeks prior to the end of the most current calendar-year quarter and the new rate will be effective on the first day of the new calendar quarter and the new rate will be effective on the first day of the new calendar quarter. The loan interest rate may be adjusted for participants performing service in the United States military as may be required by law (See Section 16a.)

18. Fees - Fees described in these loan procedures will appear as administrative charges on participant statements. These fees are subject to change by Nationwide upon reasonable notice to the Plan Sponsor.

a. **Loan Initiation Fee** - A loan initiation fee of \$50 will be deducted from the participant's account at the time the loan is funded.

b. **Annual Maintenance Fee** - An annual loan maintenance fee of \$50 will be deducted from the participant's account on the anniversary date of the original loan initiation, until the loan is repaid in full or the loan has defaulted. In the event that the loan defaults, the annual loan maintenance fee will no longer be assessed, and the annual loan default fee described below (See Section 18f) will be applied.

c. **Asset Fees** - The amount of the outstanding loan balance will be subject to the maximum asset fee, administrative charge or such other fees Nationwide is entitled to receive under its separate agreement with the Plan Sponsor.

d. **Insufficient Funds Fee** - If Nationwide is unable to process an ACH debit repayment or personal check on the date due, through no fault of Nationwide, a fee of \$25 will be deducted from the participant's account.

e. **Loan Default Fee** - At the time a loan is treated as a deemed distribution, a \$50 fee will be deducted from the participant's account.

f. **Annual Loan Default Fee** - An annual loan default fee of \$50 will be deducted from the participant's account on the anniversary date of the original loan default until the loan is repaid in full or offset.

19. Loan Correction - In the event an error occurs in the administration of a loan, at the Plan Sponsor's direction, Nationwide may undertake corrections of the error in accordance with methods prescribed by the IRS or through any IRS correction program.

20. Adoption of Plan Loan Procedures - The undersigned Plan Sponsor hereby adopts these procedures effective for loans issued on or after the Effective Date set forth below and instructs Nationwide to administer loans made to Plan participants in accordance with these terms and the elections made on the attached "Plan Election Worksheet" (See Addendum A).

The Plan Sponsor acknowledges the following: (i) that the Plan Sponsor has decided to offer loans under the Plan and is instructing Nationwide to administer loans under the Plan in a nondiscriminatory manner; (ii) it understands that, as a result of offering loans under the Plan, the Plan participants could be subject to adverse tax consequences upon default of the loan; (iii) the Plan Sponsor has independently weighed these risks, and despite the risks has determined that offering loans under the Plan is in the best interest of Plan participants; (iv) any previous loan procedures or loan reference documents, are hereby superseded by these procedures; and (v) Nationwide shall not be liable for any adverse tax consequences described in (ii), except as specifically stated under paragraph 15 herein, resulting from the Plan Sponsor's decision to offer loans under the Plan.

Plan Sponsor Name ("Sponsor")(please print): County of Richmond, GA

Street Address: 535 Telfair St., STE400

City: Augusta **State:** GA **Zip:** 30901-2375

Plan Name ("Plan"): County of Richmond 457(b) Deferred Compensation Plan **Plan Number:** 0037939001

Signature: _____ **Title:** _____

Date of Adoption: _____ **Effective Date:** _____
(If different than Date of Adoption)

An executed copy of this Program (including the attached Addendum A - Plan Election Worksheet) should be returned to Nationwide Retirement Solutions.

Addendum A - Plan Election Worksheet

Plan Name: County of Richmond 457(b) Deferred Compensation Plan

The following sections identify Plan elections which are incorporated and made a part of the attached "Plan Loan Program." In the event that an election is not made within any section, Nationwide Retirement Solutions will administer the loan program according to current Nationwide policies as listed under each section below. The current Nationwide policies may be changed by Nationwide at any time. If Nationwide policies change, the Plan Sponsor will be notified in a timely manner. Unless otherwise specified, only one election is allowed per section.

The elections contained herein apply solely to the Plan. Any sections, including limitations, do not extend to any other plans offered by the Plan Sponsor.

1. Loan Eligibility:

Plan Sponsor elects to allow the following participants the ability to initiate a loan under the Plan. The Plan Sponsor is solely responsible for informing Nationwide of any future changes in the participant's employment status (check all that apply).

- ☐ Employed
☐ Approved Non-Military Leave of Absence
☐ Military Leave of Absence
☐ Disabled (only available for ACH)
☐ Retired (only available for ACH)
☐ Terminated (only available for ACH)

Current Nationwide Policy: All listed participant employment statuses are eligible to initiate a loan if ACH is the elected repayment method. If the repayment method elected is Payroll Deduction, the only eligible participant employment status is Employed, Approved Non-Military Leave of Absence and Military Leave of Absence.

2. General Purpose Loan Terms:

a. **Minimum Loan Term** - Plan elects the following minimum loan term:

- ☐ One year
☐ Other - Specify minimum loan term: _____ (not to be less than six months)

Current Nationwide Policy: The minimum loan term is one year

b. **Maximum Loan Term** - Plan elects the following maximum loan term:

- ☐ Five years
☐ Other - Specify maximum loan term: _____ (not to exceed a term of five years)

Current Nationwide Policy: The maximum loan term is five years

3. Minimum Loan Amount:

Plan elects to have a minimum loan amount of:

- ☐ \$1,000
☐ Other - Specify minimum loan amount: \$_____ (not to be less than \$500)

Current Nationwide Policy: The minimum loan amount is \$1,000.

4. Repayment Method:

Plan elects to provide participants with one of the following loan repayment methods:

- ☐ Monthly Automated Clearing House ("ACH")
☐ Payroll Deduction (Plan Sponsor will be required to provide a payroll calendar.)

(This repayment method is limited to Employed status - see Section 1)

Current Nationwide Policy: Monthly ACH is the repayment method.

5. Cure Period:

If a participant misses a scheduled loan repayment, the missed repayment must be received by the end of the specified cure period. Plan elects to apply a cure period with the following length:

- ☐ 31 Days
☐ 62 Days
☐ 93 Days
☐ Calendar quarter following the calendar quarter in which the scheduled repayment was missed

Current Nationwide Policy: The cure period is 31 days when ACH is the elected repayment method. The cure period is Calendar quarter following the calendar quarter in which the scheduled repayment was missed when the repayment method elected is Payroll Deduction.

6. Loan Interest Rate:

Plan elects the following interest rate for participant loans:

- ☐ Prime Rate plus 2% plus applicable fees
☐ Prime Rate plus 1% plus applicable fees
☐ Prime Rate plus _____% (not to be lower than 0%) plus applicable fees

Current Nationwide Policy: Prime Rate plus 2% plus applicable fees

7. Loans for the Purchase of a Principal Residence:

a. Plan elects to permit loans for the purchase of the participant's principal residence:

- ☐ Yes
☐ No

In the event Plan elects to allow Principal Residence loans, only one Principal Residence loan outstanding at a time is permitted. The Principal Residence loan is included in the maximum number of outstanding loans (See Section 2 of the Plan Loan Program). Additionally, the participant will be required to sign a Principal Residence Certificate and provide Nationwide with sufficient additional documents to support the purchase of a principal residence. Internet initiation is not available for Principal Residence loans.

Current Nationwide Policy: Principal Residence loans are not allowed

b. Minimum Loan term: Plan elects to have a minimum loan term for Principal Residence loans of:

- ☐ Five years
☐ Other - Specify minimum loan term: _____ (not to be less than one year)

Current Nationwide Policy: Principal Residence loans have a minimum term of five years.

c. Maximum Loan Term: Plan elects to have a maximum loan term for Principal Residence loans of:

- ☐ 15 years
☐ Other - Specify maximum loan term: _____ (not to exceed a term of 30 years)

Current Nationwide Policy: Principal Residence loans have a maximum term of 15 years.

8. Internet Utilization:

Plan elects to allow participants to use Internet for:

- ☐ Only the modeling of loans
☐ Both modeling and initiation of loans
☐ Plan declines the use of the Internet for either the modeling or initiation of loans

Current Nationwide Policy: Participants can use the Internet for modeling and initiation of loans. Loan initiation on the Internet is limited to General Purpose loans. Principal Residence loans will not be initiated electronically.

CERTIFICATE OF ADOPTING RESOLUTION

The undersigned authorized representative of County of Richmond, GA (the Employer) hereby certifies that the following resolution was duly adopted by Employer on December 8, 2022, and that such resolution has not been modified or rescinded as of the date hereof:

RESOLVED, the Amendment to the County of Richmond 457(b) Deferred Compensation Plan Plan for the CARES Act (the Amendment) is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Plan Administrator the Amendment and to take any and all actions as it may deem necessary to effectuate this resolution.

The undersigned further certifies that attached hereto is a copy of the Amendment approved and adopted in the foregoing resolution.

Date: _____

Signed: _____

[print name/title]

AMENDMENT FOR CARES ACT

ARTICLE 1 PREAMBLE; DEFINITIONS

- 1.1 **Adoption of Amendment.** The Employer adopts this Amendment to implement provisions of the Act which affect the Plan. All references to the Plan include the Plan's loan program, policy, or procedure to the extent applicable.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.
- 1.3 **Construction.** Except as otherwise provided in this Amendment, any Article or Section reference in this Amendment refers only to this Amendment and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment and does not relate to the Plan article, section, or other numbering designations.
- 1.4 **Effect of restatement of Plan.** If the Employer restates the Plan then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (e.g., if the Plan is restated onto a plan document which incorporates these provisions).
- 1.5 **Definitions.** Except as otherwise provided in this Amendment, terms defined in the Plan will have the same meaning in this Amendment. The following definitions apply specifically to this Amendment:
 - A. The "Act" is the Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act. This Amendment shall be interpreted and applied to comply with the Act.
 - B. A "Qualified Individual" means any individual who meets one or more of the criteria described in paragraphs (1), (2), (3), or (4). Participants, alternate payees and beneficiaries of deceased participants can be treated as Qualified Individuals. The Plan Administrator may rely on an individual's certification that the individual satisfies a condition to be a Qualified Individual unless the Plan Administrator has actual knowledge to the contrary. In applying the criteria, "COVID-19" means either the virus SARS-CoV-2 or coronavirus disease 2019; "an approved test" means a test approved by the Centers for Disease Control and Prevention (including a test authorized under the Federal Food, Drug, and Cosmetic Act); and a "member of the individual's household" means someone who shares the individual's principal residence. The criteria are as follows:
 - (1) The individual was diagnosed with COVID-19 by an approved test;
 - (2) The individual's spouse or dependent (as defined in Code §152) was diagnosed with COVID-19 by an approved test;
 - (3) The individual has experienced adverse financial consequences because: (a) the individual or the individual's spouse, or a member of the individual's household was quarantined, furloughed or laid off, or had work hours reduced due to COVID-19; (b) the individual, the individual's spouse, or a member of the individual's household was unable to work due to lack of childcare due to COVID-19; (c) A business owned or operated by the individual, the individual's spouse, or a member of the individual's household closed or reduced hours due to COVID-19; or (d) the individual, the individual's spouse, or a member of the individual's household had a reduction in pay (or self-employment income) due to COVID-19 or had a job offer rescinded or start date for a job delayed due to COVID-19; or
 - (4) The individual satisfies any other criteria determined by the Treasury or the IRS.

ARTICLE 2

IDENTIFYING INFORMATION; EMPLOYER ELECTIONS**2.1 Reserved.****2.2 Employer identifying information.**A. Name of Employer: County of Richmond, GAB. Name of Plan: County of Richmond 457(b) Deferred Compensation Plan

C. Type of Plan (check one)

- (1) ☐ 401(k) Plan
 (2) ☐ Profit-Sharing Plan (other than a 401(k) plan)
 (3) ☐ Money Purchase Pension Plan
 (4) ☐ Defined Benefit Plan (including a cash balance plan)
 (5) ☐ 403(b) Plan
 (6) ☒ 457(b) Plan sponsored by a governmental employer

- 2.3 Relief for Qualified Individuals.** Will the Plan provide any or all of the following relief for Qualified Individuals: (1) Coronavirus-Related Distributions described in Article 3, (2) increased loan limits described in Section 4.2, (3) the loan repayment extension described in Section 4.3. *(Select one of (a), (b), or (c). If (c) is selected, then select one or more of (d), (e), and/or (f))*
- (a) ☐ **No.** The Plan will not provide any of these relief provisions.
- (b) ☐ **Yes.** The Plan will provide all of these relief provisions. The limitations on distributions described in Sections 2.3(d)(1) – (4) and the limitations on loans in Section 2.3(e)(1) – (3) and 2.3(f)(1)–(3) do not apply.
- (c) ☒ **Some.** The Plan will provide those relief provisions selected in (d), (e), or (f) below.
- (d) ☒ **The Coronavirus-Related Distribution provisions described in Article 3** *(If (d) is selected, the Employer may optionally select one or more of (1), (2), (3), (4), or (5).)*
- (1) ☐ Coronavirus-Related Distributions are not available from an account in which the Participant is not 100% vested.
- (2) ☐ Coronavirus-Related Distributions may be made only from the following accounts:
- (3) ☐ The maximum amount of Coronavirus-Related Distributions from the Plan to a Qualified Individual will not exceed: \$ _____. *(Enter amount less than \$100,000.)*
- (4) ☐ The following additional provisions apply to Coronavirus-Related Distributions:
- _____
(Enter limitations or restrictions which are nondiscriminatory and not subject to Employer discretion.)
- (e) ☐ **The increased loan limit described in Section 4.2** *(If (e) is selected, the Employer may optionally select any one or more of (1), (2), or (3).)*
- (1) ☐ The maximum dollar amount of loans pursuant to Section 4.2 will not exceed: \$ _____. *(Enter amount less than \$100,000.)*
- (2) ☐ The maximum percentage of the present value of the nonforfeitable accrued benefit that may be loaned pursuant to Section 4.2 will not exceed: _____%. *(Enter percentage less than 100%.)*
- (3) ☐ The following additional provisions apply to the increased loan limit:
- _____
(Enter limitations or restrictions which are nondiscriminatory.)
- (f) ☐ **The loan repayment extension described in Section 4.3** *(If (f) is selected, the Employer may optionally select and one or more of (1), (2), or (3).)*
- (1) ☐ The Suspension Period will begin _____ *(Enter date not before March 27, 2020)* and end _____. *(Enter date not later than December 31, 2020.)*
- (2) ☐ The Extension Period will be _____. *(Enter period, up to one year, the due date of the loan will be extended, such as "six months.")*

- (3) ☐ The following additional provisions apply to the loan repayment extension:

(Enter limitations or restrictions which are nondiscriminatory.)

- 2.4 **RMD waivers for 2020.** Unless the Employer elects otherwise below, the provisions of Section 5.2 apply and a Participant or Beneficiary who would have been required to receive a 2020 RMD or Extended 2020 RMD will receive the distribution unless the Participant or Beneficiary chooses not to receive the distribution.
- (a) ☒ The provisions of Section 5.2 apply and a Participant or Beneficiary who would have been required to receive a 2020 RMD or Extended 2020 RMD will not receive the distribution unless the Participant or Beneficiary chooses to receive the distribution.
- (b) ☐ Payment of RMDs or Extended 2020 RMDs will be governed by the terms of the Plan without regard to this Amendment (i.e., no election is available to Participants or Beneficiaries).
- (c) ☐ Other: _____

For purposes of Section 5.3, the Plan will also treat the following as eligible rollover distributions in 2020: *(Choose one or none of (d), (e), or (f)): If no election is made, then a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(I):*

- (d) ☐ 2020 RMDs.
- (e) ☐ 2020 RMDs and Extended 2020 RMDs.
- (f) ☒ 2020 RMDs but only if paid with an additional amount that is an eligible rollover distribution without regard to Code §401(a)(9)(I).

The provisions of Article 5, and the election in this Section 2.4, will be effective on the date specified in Section 2.5, unless a different date is entered here: _____ *(Optional. Enter a date between March 27, 2020 and December 31, 2020. RMD distributions before the selected effective date should have followed plan terms in effect before this amendment.)*

- 2.5 **Effective Date.** This Amendment is effective March 27, 2020, or as soon as practical thereafter, or, if later, the following date: _____. *(Optional. Enter a date not later than December 31, 2020.)*

ARTICLE 3 CORONAVIRUS-RELATED DISTRIBUTIONS

- 3.1 **Application.** This Article 3 will apply if Section 2.3(b) or Section 2.3(d) is selected.
- 3.2 **Coronavirus-Related Distribution(s).** Subject to the provisions described in Section 2.3(d)(4), if any, a Qualified Individual may take one or more Coronavirus-Related Distributions. The accounts from which the amount may be distributed shall be limited if selected in Sections 2.3(d)(1) and (2). However, if the Plan is a Money Purchase Pension Plan or a Defined Benefit Plan, and the Qualified Individual has not separated from service, the Qualified Individual may not take a Coronavirus-Related Distribution prior to attaining the earlier of Normal Retirement Age or age 59½. The provisions of this Section will apply notwithstanding any limitation in the Plan on partial distributions or any otherwise applicable plan or administrative limits on the number of allowable distributions.
- 3.3 **Repayment of distribution.** If the Plan permits rollover contributions, then a Participant who receives a Coronavirus-Related Distribution (from this Plan and/or another eligible retirement plan as defined in Code §402(c)(8)(B)), at any time during the 3-year period beginning on the day after receipt of the distribution, may make one or more contributions to the Plan, as rollover contributions, in an aggregate amount not to exceed the amount of such distribution.
- 3.4 **Definition of Coronavirus-Related Distribution.** A "Coronavirus-Related Distribution" means a distribution to a Qualified Individual during the period beginning January 1, 2020 and ending December 30, 2020. The total amount of Coronavirus-Related Distributions to a Qualified Individual pursuant to this Amendment from all plans maintained by the Employer, or any related employer described in Code §414(b), (c), (m), or (o), shall not exceed \$100,000, (or such lesser amount specified in Section 2.3(d)(3)). The

Coronavirus-Related Distributions from the Plan to a Qualified Individual will not exceed the amount of the individual's vested account balance or the present value of the individual's vested accrued benefit.

ARTICLE 4 PARTICIPANT LOAN RELIEF

- 4.1 **Application.** This Article 4 will apply only if the Plan permits participant loans. Section 4.2 will apply if Section 2.3(b) or Section 2.3(e) is selected. Section 4.3 will apply if Section 2.3(b) or Section 2.3(f) is selected.
- 4.2 **Increased loan limit.** Notwithstanding the loan limitation that otherwise would apply, the Plan will determine the loan limit under Code §72(p)(2)(A) for a loan to a Qualified Individual, made during the period beginning March 27, 2020 and ending September 22, 2020, by substituting "\$100,000" (or such lesser amount specified in Section 2.3(e)(1)) for "\$50,000," and by substituting "100% (or such lesser percentage specified in Section 2.3(e)(2)) of the present value of the nonforfeitable accrued benefit of the employee under the Plan" for "one-half of the present value of the nonforfeitable accrued benefit of the employee under the Plan" (or its equivalent). The provisions described in Section 2.3(e)(3), if any, will apply in connection with loans to Qualified Individuals.
- 4.3 **Extension of certain repayments.** If a Qualified Individual has an outstanding loan from the Plan on or after March 27, 2020, then: (1) if the date for any repayment of such loan occurs during the Suspension Period, the due date is extended for the Extension Period; (2) the due date of the loan will be extended by the Extension Period; (3) the Plan will adjust any subsequent repayments to reflect the extension of the due date and any interest accrued during the Suspension Period; and (4) the Plan will disregard the Extension Period in determining the 5-year period and the loan term under Code §72(p)(2)(B) or (C). The provisions described in Section 2.3(f)(3), if any, will apply in connection with the suspension and extension described in this Section. The Suspension Period, unless otherwise specified in Section 2.3(f)(1), will begin March 27, 2020 and end December 31, 2020. The Extension Period, unless otherwise specified in Section 2.3(f)(2) will be one year. The provisions of this Section 4.3 will be applied in accordance with Section 5.B. of Notice 2050-50, or any subsequent applicable guidance, and the adjustment described in (3) may reflect the "safe harbor" described therein.

ARTICLE 5 WAIVER OF 2020 REQUIRED MINIMUM DISTRIBUTIONS (RMDs)

- 5.1 **Application.** This Article 5 will apply only to defined contribution plans, including 401(k) Plans, Profit-Sharing Plans, Money Purchase Pension Plans, 403(b) Plans, and 457(b) Plans sponsored by governmental employers. The definitions in Section 5.4 will apply in interpreting Section 2.4.
- 5.2 **Waiver; default provision.** This Section 5.2 will apply unless the Employer has selected Section 2.4(b) or (c). Notwithstanding the provisions of the Plan relating to RMDs, whether a Participant or Beneficiary who would have been required to receive 2020 RMDs, and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2020 RMDs, or (2) Extended 2020 RMDs will receive those distributions is determined in accordance with the option chosen by the Employer in Section 2.4. Notwithstanding the option chosen by the employer in Section 2.4, a Participant or Beneficiary will be given an opportunity to make an election as to whether or not to receive those distributions. If the Plan permits a Beneficiary of a deceased Participant to make the election to use the 5-year rule or the life expectancy rule, the deadline to make the election shall be extended to reflect the adoption of Code §401(a)(9)(I).
- 5.3 **Direct rollovers.** Notwithstanding the provisions of the Plan relating to required minimum distributions under Code §401(a)(9), and solely for purposes of applying the direct rollover provisions of the Plan, certain additional distributions in 2020, as elected by the Employer in Section 2.4, will be treated as eligible rollover distributions. If no election is made by the Employer in Section 2.4, then a direct rollover will be

offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(I).

- 5.4 **Definitions.** “RMDs” means required minimum distributions described in Code §401(a)(9). “2020 RMDs” means required minimum distributions the Plan would have been required to distribute in 2020 (or permitted to pay in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of Code §401(a)(9)(I). “Extended 2020 RMDs” means one or more payments in a series of substantially equal distributions (that include the 2020 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant’s designated Beneficiary, or for a period of at least 10 years.
- 5.5 **Installment payments.** A Participant or Beneficiary receiving payment of 2020 RMDs or 2020 Extended RMDs pursuant to this Article 5 may receive them in any method (including installments or partial distributions) which would have been permitted under the terms of the Plan if the amounts would have been RMDs but for the enactment of Code §401(a)(9)(I).

* * * * *

This Amendment has been executed this _____ day of _____, _____.

Name of Plan: County of Richmond 457(b) Deferred Compensation Plan

Name of Employer: County of Richmond, GA

By: _____
EMPLOYER

Eligible 457 Plan

Contributions. The Employer and/or Participants, in accordance with the Plan terms, make the following Contribution Types to the Plan (Choose one or more of b. through d. if applicable):

- b. ☒ **Pre-Tax Elective Deferrals.** The dollar or percentage amount by which each Participant has elected to reduce his/her Compensation, as provided in the Participant's Salary Reduction Agreement (Choose one or more as applicable.):

And will Matching Contributions be made with respect to Elective Deferrals?

1. ☐ **Yes.** See Question 16.
2. ☒ **No.**

And will **Roth Elective Deferrals** be made?

3. ☒ **Yes.** [Note: The Employer may not limit Deferrals to Roth Deferrals only.]
4. ☐ **No.**

- c. ☐ **Nonelective Contributions.** See Question 17.

- d. ☒ **Rollover Contributions.** See Question 30.

6. **EXCLUDED EMPLOYEES (1.10).** The following Employees are Excluded Employees and are not eligible to participate in the Plan (Choose one of a. or b.):

- a. ☒ **No exclusions.** All Employees are eligible to participate.
- b. ☐ **Exclusions.** The following Employees are Excluded Employees (Choose one or more of 1. through 4.):
 1. ☐ **Part-time Employees.** The Plan defines part-time Employees as Employees who normally work less than _____ hours per week.
 2. ☐ **Hourly-paid Employees.**
 3. ☐ **Leased Employees.** The Plan excludes Leased Employees.
 4. ☐ **Specify:** _____

7. **INDEPENDENT CONTRACTOR (1.16).** The Plan (Choose one of a., b. or c.):

- a. ☒ **Participate.** Permits Independent Contractors to participate in the Plan.
- b. ☐ **Not Participate.** Does not permit Independent Contractors to participate in the Plan.
- c. ☐ **Specified Independent Contractors.** Permits the following specified Independent Contractors to participate: _____

[Note: If the Employer elects to permit any or all Independent Contractors to participate in the Plan, the term Employee as used in the Plan includes such participating Independent Contractors.]

8. **COMPENSATION (1.05).** Subject to the following elections, Compensation for purposes of allocation of Deferral Contributions means:

Base Definition (Choose one of a., b., c. or d.):

- a. ☒ **Wages, tips and other compensation on Form W-2.**
- b. ☐ **Code §3401(a) wages (wages for withholding purposes).**
- c. ☐ **415 safe harbor compensation.**
- d. ☐ **Alternative (general) 415 Compensation.**

[Note: The Plan provides that the base definition of Compensation includes amounts that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2), & 457. Compensation for an Independent Contractor means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies below.]

Modifications to Compensation definition. The Employer elects to modify the Compensation definition as follows (Choose one of e. or f.):

- e. ☒ **No modifications.** The Plan makes no modifications to the definition.
- f. ☐ **Modifications** (Choose one or more of 1. through 5.):
 1. ☐ **Fringe benefits.** The Plan excludes all reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation and welfare benefits.
 2. ☐ **Elective Contributions.** [1.05(E)] The Plan excludes a Participant's Elective Contributions.

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3. ☐ **Bonuses.** The Plan excludes bonuses.
4. ☐ **Overtime.** The Plan excludes overtime.
5. ☐ **Specify:** _____.

Compensation taken into account. For the Plan Year in which an Employee first becomes a Participant, the Plan Administrator will determine the allocation of matching and nonelective contributions by taking into account (*Choose one of g. or h.*):

- g. ☐ **Plan Year.** The Employee's Compensation for the entire Plan Year. (*N/A if no matching or nonelective contributions*)
- h. ☐ **Compensation while a Participant.** The Employee's Compensation only for the portion of the Plan Year in which the Employee actually is a Participant. (*N/A if no matching or nonelective contributions*)

9. **POST-SEVERANCE COMPENSATION (1.05(F)).** Compensation includes the following types of Post-Severance Compensation paid within any applicable time period as may be required (*Choose one of a. or b.*):

- a. ☐ **None.** The Plan does not take into account Post-Severance Compensation as to any Contribution Type except as required under the basic plan document.
- b. ☒ **Adjustments.** The following Compensation adjustments apply (*Choose one or more*):
1. ☒ **Regular Pay.** Post-Severance Compensation will include Regular Pay and it will apply to all Contribution Types.
 2. ☒ **Leave-Cashouts.** Post-Severance Compensation will include Leave Cashouts and it will apply to all Contribution Types.
 3. ☒ **Nonqualified Deferred Compensation.** Post-Severance Compensation will include Deferred Compensation and it will apply to all Contribution Types.
 4. ☐ **Salary Continuation for Disabled Participants.** Post-Severance Compensation will include Salary Continuation for Disabled Participants and it will apply to all Contribution Types.
 5. ☐ **Differential Wage Payments.** Post-Severance Compensation will include Differential Wage Payments (military continuation payments) and it will apply to all Contribution Types.
 6. ☐ **Describe alternative Post-Severance Compensation definition, limit by Contribution Type, or limit by Participant group:** _____.

10. **NORMAL RETIREMENT AGE (1.20).** A Participant attains Normal Retirement Age under the Plan (*Choose one of a. or b.*):

- a. ☐ **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age _____. [*Note: The age may not exceed age 70 1/2. The age may not be less than age 65, or, if earlier, the age at which a Participant may retire and receive benefits under the Employer's pension plan, if any.*]
- b. ☒ **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age 65 and may not be later than age 70 1/2. [*Note: The age may not exceed age 70 1/2.*]

Special Provisions for Police or Fire Department Employees (*Choose c. and/or d. as applicable*):

- c. ☒ **Police department employees.** [Plan Section 3.05(B)(3)] (*Choose 1. or 2.*):
1. ☐ **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age _____. [*Note: The age may not exceed age 70 1/2 and may not be less than age 40.*]
 2. ☒ **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age 40 (no earlier than age 40) and may not be later than age 70 1/2. [*Note: The age may not exceed age 70 1/2.*]
- d. ☒ **Fire department employees.** [Plan Section 3.05(B)(3)] (*Choose 1. or 2.*):
1. ☐ **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age _____. [*Note: The age may not exceed age 70 1/2 and may not be less than age 40.*]
 2. ☒ **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age 40 (no earlier than age 40) and may not be later than age 70 1/2. [*Note: The age may not exceed age 70 1/2.*]

11. **ELIGIBILITY CONDITIONS (2.01).** (*Choose one of a. or b.*):

- a. ☒ **No eligibility conditions.** The Employee is eligible to participate in the Plan as of his/her first day of employment with the employer.
- b. ☐ **Eligibility conditions.** To become a Participant in the Plan, an Eligible Employee must satisfy the following eligibility conditions (*Choose one or more of 1., 2. or 3.*):
1. ☐ **Age.** Attainment of age _____.

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2. ☐ **Service.** Service requirement (Choose one of a. or b.):
- a. ☐ **Year of Service.** One year of Continuous Service.
- b. ☐ **Months of Service.** _____ month(s) of Continuous Service.
3. ☐ **Specify:** _____

12. **PLAN ENTRY DATE (1.24).** "Plan Entry Date" means the Effective Date and (Choose one of a. through d.):

- a. ☐ **Monthly.** The first day of the month coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions, if any.
- b. ☐ **Annual.** The first day of the Plan Year coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions, if any.
- c. ☒ **Date of hire.** The Employee's employment commencement date with the Employer.
- d. ☐ **Specify:** _____

13. **SALARY REDUCTION CONTRIBUTIONS (1.30).** A Participant's Salary Reduction Contributions under Election 5b. are subject to the following limitation(s) in addition to those imposed by the Code (Choose one of a. or b.):

- a. ☒ **No limitations.**
- b. ☐ **Limitations.** (Choose one or more of 1., 2. or 3.):
1. ☐ **Maximum deferral amount.** A Participant's Salary Reductions may not exceed: _____ (specify dollar amount or percentage of Compensation).
2. ☐ **Minimum deferral amount.** A Participant's Salary Reductions may not be less than: _____ (specify dollar amount or percentage of Compensation).
3. ☐ **Specify:** _____

[Note: Any limitation the Employer elects in b.1. through b.3. will apply on a payroll basis unless the Employer otherwise specifies in b.3.]

Special NRA Catch-Up Contributions (3.05). The Plan (Choose one of c. or d.):

- c. ☒ **Permits.** Participants may make NRA catch-up contributions.
AND, Special NRA Catch-Up Contributions (Choose one of 1. or 2.): (N/A if no matching contributions)
1. ☐ will be taken into account in applying any matching contribution under the Plan.
2. ☐ will not be taken into account in applying any matching contribution under the Plan.
- d. ☐ **Does not permit.** Participants may not make NRA catch-up contributions.

Age 50 Catch-Up Contributions (3.06). The Plan (Choose one of e. or f.):

- e. ☒ **Permits.** Participants may make age 50 catch-up contributions.
AND, Age 50 Catch-Up Contributions (Choose one of 1. or 2.): (N/A if no matching contributions)
1. ☐ will be taken into account in applying any matching contribution under the Plan.
2. ☐ will not be taken into account in applying any matching contribution under the Plan.
- f. ☐ **Does not permit.** Participants may not make age 50 catch-up contributions.

14. **SICK, VACATION AND BACK PAY (3.02(A)).** The Plan (Choose one of a. or b.):

- a. ☒ **Permits.** Participants may make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.
- b. ☐ **Does Not Permit.** Participants may not make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

15. **AUTOMATIC ENROLLMENT (3.02(B)).** Does the Plan provide for automatic enrollment (Choose one of the following) [Note: if Eligible Automatic Contribution Arrangement (EACA), select 15c and complete Questions 31 & 32]:

- a. ☒ **Does not apply.** Does not apply the Plan's automatic enrollment provisions.

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- b. ☐ **Applies.** Applies the Plan's automatic enrollment provisions. The Employer as a Pre-Tax Elective Deferral will withhold _____% from each Participant's Compensation unless the Participant elects a different percentage (including zero) under his/her Salary Reduction Agreement. The automatic election will apply to *(Choose one of 1. through 3.)*:
1. ☐ **All Participants.** All Participants who as of _____ are not making Pre-Tax Elective Deferrals at least equal to the automatic amount.
 2. ☐ **New Participants.** Each Employee whose Plan Entry Date is on or following: _____.
 3. ☐ **Describe Application of Automatic Deferrals:** _____.
- c. ☐ **EACA.** The Plan will provide an Eligible Automatic Contribution Arrangement (EACA). Complete Questions 31 & 32.
16. **MATCHING CONTRIBUTIONS (3.03).** The Employer Matching Contributions under Election 5.b.1. are made as follows *(Choose one or more of a. through d.)*:
- a. ☐ **Fixed formula.** An amount equal to _____ of each Participant's Salary Reduction Contributions.
 - b. ☐ **Discretionary formula.** An amount (or additional amount) equal to a matching percentage the Employer from time to time may deem advisable of each Participant's Salary Reduction Contributions.
 - c. ☐ **Tiered formula.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's Salary Reduction Contributions, determined as follows:

NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

- d. ☐ **Specify:** _____.

Time Period for Matching Contributions. The Employer will determine its Matching Contribution based on Salary Reduction Contributions made during each *(Choose one of e. through h.)*:

- e. ☐ **Plan Year.**
- f. ☐ **Plan Year quarter.**
- g. ☐ **Payroll period.**
- h. ☐ **Specify:** _____.

Salary Reduction Contributions Taken into Account. In determining a Participant's Salary Reduction Contributions taken into account for the above-specified time period under the Matching Contribution formula, the following limitations apply *(Choose one of i. through l.)*:

- i. ☐ **All Salary Reduction Contributions.** The Plan Administrator will take into account all Salary Reduction Contributions.
- j. ☐ **Specific limitation.** The Plan Administrator will disregard Salary Reduction Contributions exceeding _____% of the Participant's Compensation.
- k. ☐ **Discretionary.** The Plan Administrator will take into account the Salary Reduction Contributions as a percentage of the Participant's Compensation as the Employer determines.
- l. ☐ **Specify:** _____.

Allocation Conditions. To receive an allocation of Matching Contributions, a Participant must satisfy the following allocation condition(s) *(Choose one of m. or n.)*:

- m. ☐ **No allocation conditions.**
- n. ☐ **Conditions.** The following allocation conditions apply to Matching Contributions *(Choose one or more of 1. through 4.)*:
 1. ☐ **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: _____.

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2. ☐ **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.
3. ☐ **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.

4. ☐ **Specify:** _____.

17. **NONELECTIVE CONTRIBUTIONS (1.19).** The Nonelective Contributions under Election 5.c. are made as follows: *(Choose one)*:

- a. ☐ **Discretionary - Pro-Rata.** An amount the Employer in its sole discretion may determine.
- b. ☐ **Fixed - Pro Rata.** _____ % of Compensation.
- c. ☐ **Other.** A Nonelective Contribution may be made as follows: _____.

Allocation Conditions. (3.08). To receive an allocation of Nonelective Contributions, a Participant must satisfy the following allocation condition(s) *(Choose one of d. or e.)*:

- d. ☐ **No allocation conditions.**
- e. ☐ **Conditions.** The following allocation conditions apply to Nonelective Contributions *(Choose one or more of 1. through 4.)*:

1. ☐ **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: _____.
2. ☐ **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.
3. ☐ **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.
4. ☐ **Specify:** _____.

18. **TIME AND METHOD OF PAYMENT OF ACCOUNT (4.02).** The Plan will distribute to a Participant who incurs a Severance from Employment his/her Vested Account as follows:

Timing. The Plan, in the absence of a permissible Participant election to commence payment later, will pay the Participant's Account *(Choose one of a. through e.)*:

- a. ☐ **Specified Date.** _____ days after the Participant's Severance from Employment.
- b. ☐ **Immediate.** As soon as administratively practicable following the Participant's Severance from Employment.
- c. ☐ **Designated Plan Year.** As soon as administratively practicable in the _____ Plan Year beginning after the Participant's Severance from Employment.
- d. ☐ **Normal Retirement Age.** As soon as administratively practicable after the close of the Plan Year in which the Participant attains Normal Retirement Age.
- e. ☒ **Specify:** The Plan will commence distribution in the absence of a Participant's election to commence payment earlier, no later than the Participant's required beginning date as defined under Plan Section 4.03

Method. The Plan, in the absence of a permissible Participant election, will distribute the Participant's Account under one of the following method(s) of distribution *(Choose one or more of f. through j. as applicable)*:

- f. ☒ **Lump sum.** A single payment.
- g. ☐ **Installments.** Multiple payments made as follows: _____.
- h. ☒ **Installments for required minimum distributions only.** Annual payments, as necessary under Plan Section 4.03.
- i. ☐ **Annuity distribution option(s):** _____.
- j. ☐ **Specify:** _____.

Participant Election. [Plan Sections 4.02(A) and (B)] The Plan *(Choose one of k., l. or m.)*:

- k. ☐ **Permits.** Permits a Participant, with Plan Administrator approval of the election, to elect to postpone distribution beyond the time the Employer has elected in a. through e. and also to elect the method of distribution (including a method not described in f. through j. above).
- l. ☐ **Does not permit.** Does not permit a Participant to elect the timing and method of Account distribution.
- m. ☒ **Specify:** A Participant, with Plan Administrator approval of the election, may elect the method of distribution from the following choices: lump sum, installments or partial distribution

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Mandatory Distributions. Notwithstanding any other distribution election, following Severance from Employment (*Choose n. or o.*):

- n. ☐ **No Mandatory Distributions.** The Plan will not make a Mandatory Distribution.
- o. ☒ **Mandatory Distribution.** If the Participant's Vested Account is not in excess of \$5,000 (unless a different amount selected below) as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.
1. ☒ **Mandatory Distribution.** If the Participant's Vested Account is not in excess of \$ 1,000 as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.

Rollovers in determination of \$5,000 threshold. Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be **included** in determining the \$5,000 threshold for timing of distributions, form of distributions or consent rules.

- p. ☐ Exclude rollovers (rollover contributions will be **excluded** in determining the \$5,000 threshold)

NOTE: Regardless of the above election, if the Participant consent threshold is \$1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.

19. **BENEFICIARY DISTRIBUTION ELECTIONS.** Distributions following a Participant's death will be made as follows (*Choose one of a. through d.*):

- a. ☐ **Immediate.** As soon as practical following the Participant's death.
- b. ☐ **Next Calendar Year.** At such time as the Beneficiary may elect, but in any event on or before the last day of the calendar year which next follows the calendar year of the Participant's death. (*N/A if participant is restricted*)
- c. ☒ **As Beneficiary elects.** At such time as the Beneficiary may elect, consistent with Section 4.03. (*N/A if participant is restricted*)
- d. ☐ **Describe:** _____

[*Note: The Employer under Election 19d. may describe an alternative distribution timing or afford the Beneficiary an election which is narrower than that permitted under Election 19c., or include special provisions related to certain beneficiaries, (e.g., a surviving spouse). However, any election under Election 19d. must require distribution to commence no later than the Section 4.03 required date.*]

20. **DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT (4.05).** A Participant prior to Severance from Employment may elect to receive a distribution of his/her Vested Account under the following distribution options (*Choose one of a. or b.*):

- a. ☐ **None.** A Participant may not receive a distribution prior to Severance from Employment.
- b. ☒ **Distributions.** Prior to Severance from Employment are permitted as follows (*Choose one or more of 1. through 4.*):
1. ☒ **Unforeseeable emergency.** A Participant may elect a distribution from his/her Account in accordance with Plan Section 4.05(A) (for the Participant, spouse, dependents or beneficiaries)
2. ☒ **De minimis exception.** [Plan Section 4.05(B)] If the Participant: (i) has an Account that does not exceed \$5,000; (ii) has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (iii) has not received a prior Plan distribution under this de minimis exception, then (*Choose one of a., b. or c.*):
- a. ☒ **Participant election.** The Participant may elect to receive all or any portion of his/her Account.
- b. ☐ **Mandatory distribution.** The Plan Administrator will distribute the Participant's entire Account.
- c. ☐ **Hybrid.** The Plan Administrator will distribute a Participant's Account that does not exceed \$ _____ and the Participant may elect to receive all or any portion of his/her Account that exceeds \$ _____ but that does not exceed \$5,000.
3. ☒ **Age 70 1/2.** A Participant who attains age 70 1/2 prior to Severance from Employment may elect distribution of any or all of his/her Account.
4. ☐ **Specify:** _____

[*Note: An Employer need not permit any in-service distributions. Any election must comply with the distribution restrictions of Code Section 457(d).*]

21. **QDRO (4.06).** The QDRO provisions (*Choose one of a., b. or c.*):

- a. ☒ **Apply.**
- b. ☐ **Do not apply.**
- c. ☐ **Specify:** _____

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22. **ALLOCATION OF EARNINGS (5.07(B))**. The Plan allocates Earnings using the following method (Choose one or more of a. through f.):

- a. ☒ **Daily**. See Section 5.07(B)(4)(a).
- b. ☐ **Balance forward**. See Section 5.07(B)(4)(b).
- c. ☐ **Balance forward with adjustment**. See Section 5.07(B)(4)(c). Allocate pursuant to the balance forward method, except treat as part of the relevant Account at the beginning of the Valuation Period _____% of the contributions made during the following Valuation Period: _____.
- d. ☐ **Weighted average**. See Section 5.07(B)(4)(d). If not a monthly weighting period, the weighting period is _____.
- e. ☐ **Directed Account method**. See Section 5.07(B)(4)(e).
- f. ☐ **Describe Earnings allocation method:** _____.

[Note: The Employer under Election 22f. may describe Earnings allocation methods from the elections available under Election 22 and/or a combination thereof as to any: (i) Participant group (e.g., Daily applies to Division A Employees OR to Employees hired after "x" date. Balance forward applies to Division B Employees OR to Employees hired on/before "x" date.); (ii) Contribution Type (e.g., Daily applies as to Discretionary Nonelective Contribution Accounts. Participant-Directed Account applies to Fixed Nonelective Contribution Accounts); (iii) investment type, investment vendor or Account type (e.g., Balance forward applies to investments placed with vendor A and Participant-Directed Account applies to investments placed with vendor B OR Daily applies to Participant-Directed Accounts and balance forward applies to pooled Accounts).]

23. **HEART ACT PROVISIONS (1.31(C)(3)/3.13)**. The Employer elects to (Choose one of a. or b. and c. or d.):

Continued Benefit Accruals.

- a. ☐ **Not apply the benefit accrual provisions of Section 3.13.**
- b. ☒ **Apply the benefit accrual provisions of Section 3.13.**

Distributions for deemed severance of employment (1.31(C)(3))

- c. ☒ **The Plan does NOT permit distributions for deemed severance of employment.**
- d. ☐ **The Plan permits distributions for deemed severance of employment.**

24. **VESTING/SUBSTANTIAL RISK OF FORFEITURE (5.11)**. A Participant's Deferral Contributions are [Note: If a Participant incurs a Severance from Employment before the specified events or conditions, the Plan will forfeit the Participant's non-vested Account. Caution: if a Deferral is subject to vesting schedule or other substantial risk of forfeiture, it does not count as a deferral for purposes of the annual deferral limit until the year it is fully vested.] (Choose all that apply of a. through d.):

- a. ☒ **100% Vested/No Risk of Forfeiture**. Immediately Vested without regard to additional Service and no Substantial Risk of Forfeiture. The following contributions are 100% Vested:
 - 1. ☒ **All Contributions**. (skip to 25.)
 - 2. ☐ **Only the following contributions**. (select all that apply):
 - a. ☐ **Salary Reduction Contributions**.
 - b. ☐ **Nonelective Contributions**.
 - c. ☐ **Matching Contributions**.
- b. ☐ **Forfeiture under Vesting Schedule**. Vested according to the following:

Contributions affected. The following contributions are subject to the vesting schedule (Choose one or more of 1., 2. or 3.):

- 1. ☐ **Salary Reduction Contributions**.
- 2. ☐ **Nonelective Contributions**.
- 3. ☐ **Matching Contributions**.
- 4. ☐ **Vesting Schedule**.

Years of Service

Vested Percentage

_____%
_____%
_____%
_____%
_____%

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For vesting purposes, a "Year of Service" means:

5. _____

[Note: It is extremely rare to apply a vesting schedule to Salary Reduction Contributions.]

c. ☐ **Substantial Risk of Forfeiture.** Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows:

Contributions affected. The following contributions are subject to the substantial risk of forfeiture under c. (Choose one or more of 1., 2. or 3.):

1. ☐ **Salary Reduction Contributions.**
2. ☐ **Nonelective Contributions.**
3. ☐ **Matching Contributions.**

Risk Provisions: Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows (Choose one of 4. or 5.):

4. ☐ The Participant must remain employed by the Employer until _____, unless earlier Severance from Employment occurs on account of death or disability, as the Plan Administrator shall establish.
5. ☐ **Specify:** _____

Additional Provisions (Choose d. if applicable)

d. ☐ **Specify:** _____

FORFEITURE ALLOCATION. [Plan Sections 5.11(A) and 5.14] The Plan Administrator will allocate any Plan forfeitures as selected below. The Employer has the option to use forfeitures to pay plan expenses first and then allocate the remaining forfeitures in accordance with the selections below: (Choose one of the following):

e. ☐ **Additional Contributions.** As the following contribution type (Choose one of 1. or 2.):

1. ☐ **Nonelective.** As an additional Nonelective Contribution.
2. ☐ **Matching.** As an additional Matching Contribution.

f. ☐ **Reduce Fixed Contributions.** To reduce the following fixed contribution (Choose one of 1. or 2.):

1. ☐ **Nonelective.** To reduce the Employer's fixed Nonelective Contribution.
2. ☐ **Matching.** To reduce the Employer's fixed Matching Contribution.

g. ☐ **Specify:** _____

25. **TRUST PROVISIONS.** The following provisions apply to Article VIII of the Plan (Choose as applicable; leave blank if not applicable):

- a. ☐ **Modifications.** The Employer modifies the Article VIII Trust provisions as follows: _____. The remaining Article VIII provisions apply.
- b. ☐ **Substitution.** The Employer replaces the Trust with the Trust Agreement attached to the Plan.

26. **CUSTODIAL ACCOUNT/ANNUITY CONTRACT (8.16).** The Employer will hold all or part of the Deferred Compensation in one or more custodial accounts or annuity contracts which satisfy the requirements of Code §457(g) (Choose a. or b., c. if applicable):

- a. ☒ **Custodial account(s).**
- b. ☒ **Annuity contract(s).**
- c. ☐ **Specify:** _____

[Note: The Employer under c. may wish to identify the custodial accounts or annuity contracts or to designate a portion of the Deferred Compensation to be held in such vehicles versus held in the Trust.]

27. **VALUATION.** In addition to the last day of the Plan Year, the Trustee (or Plan Administrator as applicable) must value the Trust Fund (or Accounts) on the following Valuation Date(s) (Choose one of a. or b.):

- a. ☐ **No additional Valuation Dates.**
- b. ☒ **Additional Valuation Dates.** (Choose one or more of 1., 2. or 3.):
 1. ☒ **Daily Valuation Dates.** Each business day of the Plan Year on which Plan assets for which there is an established market are valued and the Trustee or Employer is conducting business.
 2. ☐ **Last day of a specified period.** The last day of each _____ of the Plan Year.

[Note: The Employer under Election 26b.3. may describe Valuation Dates from the elections available under Election 26b. and/or a combination thereof as to any: (i) Participant group (e.g., No additional Valuation Dates apply to Division A Employees OR to Employees hired after "x" date. Daily Valuation Dates apply to Division B Employees OR to Employees hired on/before "x" date.); (ii) Contribution Type (e.g., No additional Valuation Dates apply as to Discretionary Nonelective Contribution Accounts. The last day of each Plan Year quarter applies to Fixed Nonelective Contribution Accounts); (iii) investment type, investment vendor or Account type (e.g., No additional Valuation Dates apply to investments placed with vendor A and Daily Valuation Dates apply to investments placed with vendor B OR Daily Valuation Dates apply to Participant-Directed Accounts and no additional Valuation Dates apply to pooled Accounts).]

- a. ☐ Individual Trustee(s) who serve as Trustee(s) over assets not subject to control by a corporate Trustee. (Add additional Trustees as necessary.)

Name(s)

Title(s)

Address and Telephone number (Choose one of 1. or 2.):

1. ☐ Use Employer address and telephone number.
2. ☐ Use address and telephone number below:

Address: _____ Street

Street

City

State

Zip

Telephone: _____

- b.
- ☐
- Corporate Trustee

Name: _____

Address: _____

Street

City

State

Zip

Telephone: _____

AND, the Corporate Trustee shall serve as:

- c. ☐ a Directed (nondiscretionary) Trustee over all Plan assets except for the following:

- d. ☐ a Discretionary Trustee over all Plan assets except for the following:

29. **PLAN LOANS (5.02(A)).** The Plan permits or does not permit Participant Loans (*Choose one of a. or b.*):

- a. ☐ Does not permit.
- b. ☒ Permitted pursuant to the Loan Policy.

30. **ROLLOVER CONTRIBUTIONS (3.09).** The Rollover Contributions under Election 5.d. are made as follows:

Who may roll over (Choose one of a. or b.):

- a. ☐ Participants only.
- b. ☒ Eligible Employees or Participants.

Eligible 457 Plan

Sources/Types. The Plan will accept a Rollover Contribution (Choose one of c. or d.):

- c. ☒ **All.** From any Eligible Retirement Plan and as to all Contribution Types eligible to be rolled into this Plan.
- d. ☐ **Limited.** Only from the following types of Eligible Retirement Plans and/or as to the following Contribution Types:

Distribution of Rollover Contributions (Choose one of e., f. or g.):

- e. ☒ **Distribution without restrictions.** May elect distribution of his/her Rollover Contributions Account in accordance with Plan Section 4.05(C) at any time.
- f. ☐ **No distribution.** May not elect to receive distribution of his/her Rollover Contributions Account until the Plan has a distributable event under Plan Section 4.01.
- g. ☐ **Specify:** _____

31. EACA Automatic Deferral Provisions (3.14).

Participants subject to the Automatic Deferral Provisions. The Automatic Deferral Provisions apply to Employees who become Participants after the Effective Date of the EACA (except as provided in d. below). Employees who became Participants prior to such Effective Date are subject to the following (a. – d. are optional):

- a. ☐ **All Participants.** All Participants, regardless of any prior Salary Reduction Agreement, unless and until a Participant makes an Affirmative Election after the Effective Date of the EACA.
- b. ☐ **Election of at least Automatic Deferral amount.** All Participants, except those who, on the Effective Date of the EACA, are deferring an amount which is at least equal to the Automatic Deferral Percentage.
- c. ☐ **No existing Salary Reduction Agreement.** All Participants, except those who have in effect a Salary Reduction Agreement on the effective date of the EACA regardless of the Salary Reduction Contribution amount under the Agreement.
- d. ☐ **Describe:** _____

Automatic Deferral Percentage. Unless a Participant makes an Affirmative Election, the Employer will withhold the following Automatic Deferral Percentage (select e. or f.):

- e. ☐ **Constant.** The Employer will withhold _____ % of Compensation each payroll period.

Escalation of deferral percentage (select one or leave blank if not applicable)

1. ☐ **Scheduled increases.** This initial percentage will increase by _____ % of Compensation per year up to a maximum of _____ of Compensation.
2. ☐ **Other** (described Automatic Deferral Percentage): _____

Automatic Deferral Optional Elections

- f. ☐ **Optional elections** (select all that apply or leave blank if not applicable)

Suspended Salary Reduction Contributions. If a Participant's Salary Reduction Contributions are suspended pursuant to a provision of the Plan (e.g., distribution due to military leave covered by the HEART Act), then a Participant's Affirmative Election will expire on the date the period of suspension begins unless otherwise elected below.

1. ☐ A Participant's Affirmative Election will resume after the suspension period.

Special Effective Date. Provisions will be effective as of the earlier of the Effective Date of the EACA provisions unless otherwise specified below.

2. ☐ Special Effective Date: _____

32. **In-Plan Roth Rollover Contributions.**

- a. ☐ **Yes, allowed.**

Effective Date (enter date)

1. ☐ In-Plan Roth Rollover Effective Date: _____

33. **In-Plan Roth Rollover Transfers.**

- a. ☐ **Yes, allowed.**

Effective Date (enter date)

1. ☐ In-Plan Roth Rollover Transfers Effective Date: _____

Eligible 457 Plan

This Plan is executed on the date(s) specified below:

Use of Adoption Agreement. Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer's Plan. The Employer only may use this Adoption Agreement only in conjunction with the corresponding basic plan document.

EMPLOYER: County of Richmond, GA

By: _____

DATE SIGNED

AMENDMENT TO IMPLEMENT SECURE ACT AND OTHER LAW CHANGES

COUNTY OF RICHMOND 457(B) DEFERRED COMPENSATION PLAN

ARTICLE 1 PREAMBLE

- 1.1 **Adoption and effective date of Amendment.** The Employer hereby adopts this Amendment to the Employer's Plan. Each Article specifies the effective date of its provisions. Also see Section 1.5.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment. Except as otherwise provided in this Amendment, terms defined in the Plan will have the same meaning in this Amendment. Most Articles include definitions which are specific to that Article. Also see Section 1.6.
- 1.3 **Numbering.** Except as otherwise provided in this Amendment, any "Section" reference in this Amendment refers only to this Amendment and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to the Plan article, section, or other numbering designations.
- 1.4 **Intention; Construction.** The purpose of this amendment is to amend the Plan in accordance with pension-related provisions of the Further Consolidated Appropriations Act of 2019 ("FCAA") in general, and Division O of that Act, the Setting Every Community Up for Retirement Enhancement Act of 2019 ("SECURE"), in specific. It also addresses a provision of the Bipartisan American Miners Act ("BAMA"), which is also part of FCAA, as well as a section of the Coronavirus Aid, Relief, and Economic Security Act ("CARES"). The provisions of this Amendment shall be interpreted and applied to be consistent with FCAA and CARES and IRS guidance issued in connection therewith, whether such guidance is issued before or after the date of this amendment.
- 1.5 **Effect of subsequent restatement or amendment of Plan.** If the Employer restates the Plan, then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (e.g., if the Plan is restated onto a plan document which incorporates these provisions). Some Articles in this amendment may not apply to a particular plan at the time the Amendment is executed but they will apply in the future based on subsequent amendments.
- 1.6 **Preservation of prior amendments.** If the Employer previously amended the Plan after December 20, 2019 to implement a provision contained in one or more Articles of this Amendment, that prior amendment shall remain in effect and will not be superseded by this Amendment, unless Section 1.6(a) is selected. For example, if the Employer previously adopted an amendment to implement the BAMA provisions of Article 10, that amendment remains in effect, notwithstanding the provisions of this Amendment, unless Section 1.6(a) is selected.

- (a) ☒ This amendment supersedes all prior inconsistent amendments of the Plan.

ARTICLE 2 INSTRUCTIONS; ELECTIONS

- 2.1 **Instructions.** Select 2.3a if all defaults are accepted. Select 2.3b and as applicable 2.4 - 2.10 if the Employer wishes to select other than the default for a particular provision.
- 2.2 **Reserved.**
- 2.3 **Operating Elections.** Many subsequent Articles of this Amendment refer to elections appearing in this Article 2. Each of Sections 2.4 through 2.10 refers to a corresponding Article. For example, Section 2.4 has the elections related to Article 4. The definitions in those Articles apply to the elections in the corresponding Section of this Article 2, and those elections have the same effective date as the corresponding Article. Each Section of this Article lists the default provisions which will apply if no election is made. If you accept the default(s), there is no need to complete the Section. There are no elective provisions which apply to Article 3 or Articles 11 through 16. The following are the defaults and a summary of the Articles for which there are no elections.
- Article 3. Reserved.
 - Article 4. QBADs are not permitted.
 - Article 5. Distributions of RMDs will not begin before a Participant turns 72.
 - Article 6. The Plan will apply its RMD provisions with respect to the 5-year rule in administering the 10-year rule.
 - Article 7. RMDs subject to 5-Year Rule for participants who died from 2015 through 2019 are extended one year unless the beneficiary objects.
 - Article 8. Reserved.
 - Article 9. Reserved.
 - Article 10. The amendment does not modify the minimum age for in-service distributions.
 - Article 11. Administrative policy can permit distributions of Discontinued Lifetime Income Investments.

- Article 12. Updated RMD tables and 2022 transition.
- Article 13. Reserved.
- Article 14. Reserved.
- Article 15. Reserved.
- Article 16. Deemed IRA accounts are not subject to maximum age.

Check (a) or (b).

- (a) ☐ All defaults apply. *Skip the rest of Article 2 and sign the amendment.*
 (b) ☒ One or more defaults do not apply. *Complete those sections in Article 2 for which you do not accept the default; then sign the amendment.*

2.4 **Article 4 – Birth/Adoption Distributions.** In the absence of an election below, Article 4 does NOT apply. To permit QBADs (Qualified Birth and Adoption Distributions), check (a). If QBADs are available, they apply to all accounts except as provided in Article 4 or in elections (b) or (c). *(Select all that apply.)*

- (a) ☐ Article 4 applies effective January 1, 2020, unless a different date is selected in (1) below.
 (1) ☐ _____ *(Enter date after December 31, 2019.)*
 (b) ☐ QBADs may only be made from accounts in which the Participant is fully vested.
 (c) ☐ QBADs are not available if the Participant has severed employment.
 (d) ☐ Describe additional limitations: _____ *(must be definitely determinable and not subject to discretion)*

2.5 **Article 5 – RMD Timing.** Unless Section 2.5(a) is selected, distribution of RMDs will begin for Affected Participants no sooner than April 1 of the calendar year following the year the Participant attains age 72.

- (a) ☐ Distribution of RMDs to Affected Participants will NOT be delayed on account of this Amendment (i.e., distributions will generally commence no later than April 1 of the calendar year following the year the Affected Participant attains age 70 1/2), in accordance with Section 5.5. This election is effective for distributions after December 31, 2019, except as specified below *(Optional: select either or both of (1) or (2))*:
 (1) ☐ Section 5.5 is effective for distributions after _____ and prior to the earlier of January 1, 2022 or the date entered in 2.5(a)(2). *(Enter date on or after December 31, 2019.)*
 (2) ☐ Section 5.5 is repealed for distributions after _____ *(enter date on or after the date entered in 2.5(a)(1) and before January 1, 2022)*, subject to the anti-cutback rule of Code §411(d)(6) to the extent applicable.

2.6 **Article 6 – 10-Year Rule for Beneficiary RMDs.** RMDs to an Eligible Designated Beneficiary of a Participant who dies prior to the Participant's RBD will be made as elected below. In the absence of an election in Section 2.6, the Plan's provisions about Beneficiary elections with regard to the 5-Year Rule will apply, substituting the 10-Year Rule for the 5-Year Rule.

- (a) ☒ **Beneficiary election.** The Eligible Designated Beneficiary may elect application of the 10-Year Rule or the Life Expectancy rule. If the Beneficiary does not make a timely election *(Select one of (1) or (2))*:
 (1) ☐ **10-year rule.** The 10-year rule applies to the Eligible Designated Beneficiary.
 (2) ☒ **Life Expectancy Rule.** The Life Expectancy rule applies to the Eligible Designated Beneficiary.
 (b) ☐ **10-year rule.** The 10-year rule applies to the Eligible Designated Beneficiary.
 (c) ☐ **Life Expectancy rule.** The Life Expectancy rule applies to the Eligible Designated Beneficiary.
 (d) ☐ **Shorter Period.** The entire interest of the Eligible Designated Beneficiary will be distributed no later than December 31 of the _____ *(enter a number of years, not exceeding "tenth")* year following the year of the Participant's death.
 (e) ☐ **Other:** *(Describe, e.g., the 10-Year Rule applies to all Beneficiaries other than a surviving spouse Beneficiary.)*

2.7 **Article 7 – CARES RMD Waivers; 5-Year Rule.** Unless the Employer elects otherwise below, beneficiaries of Applicable Participant Accounts will have the option to extend distribution under the 5-Year Rule by one year, and in the absence of a beneficiary election the extension will apply.

- (a) ☐ **No extension without request.** The provisions of Section 7.2 apply but in the absence of a beneficiary election the extension will NOT apply.
 (b) ☐ **Not Apply.** Article 7 will NOT apply to this Plan.

2.8 **Article 8 – Reserved.**

2.9 **Article 9 – Reserved.**

2.10 **Article 10 – In-Service Distributions.** In the absence of an election below, Article 10 does NOT apply. To permit in-service distributions at age 59 1/2, check (a). Check (b) to specify an age greater than 59 1/2. If Article 10 applies, it applies to all Accounts except as limited in Article 10.

- (a) ☐ Article 10 applies effective on or after the first day of the first plan year beginning after December 31, 2019, unless a different date is selected in (1) below.
- (1) ☐ _____. (Enter date on or after the first day of the first plan year beginning after December 31, 2019.)
- (b) ☐ Age at which in-service distributions are permitted _____. (Enter age greater than 59 1/2.)

ARTICLE 3 RESERVED

ARTICLE 4 BIRTH/ADOPTION DISTRIBUTIONS – SECURE Act §113

- 4.1 **Application.** This Article 4 will apply only if the Employer elects in Section 2.4(a) for this Article 4 to apply, effective on the date specified in Section 2.4(a).
- 4.2 **Distribution Authorized.** Except as limited by Section 2.4 (b), (c), (d), a Participant may request a distribution of up to \$5,000 (per child or Eligible Adoptee) as a QBAD. The Participant may request the distribution whether or not the Participant has severed employment unless Section 2.4(c) is selected. This \$5,000 limit shall be reduced by QBADs to the Participant made with respect to the same child or Eligible Adoptee by other plans maintained by the Employer or a related employer described in Code §414(b), (c), (m), or (o). The Plan Administrator may adopt a policy imposing frequency limitations or other reasonable administrative conditions for QBADs.
- 4.3 **Definitions.** The following definitions apply for this Article 4 and Section 2.4:
- (a) A "QBAD" is a Qualified Birth or Adoption Distribution described in Code §72(t)(2)(H)(iii). A QBAD must be made during the 1-year period beginning on the date on which a child of the Participant is born or on which the legal adoption of an Eligible Adoptee by the Participant is finalized.
- (b) An "Eligible Adoptee" is an individual, other than a child of the Participant's spouse, who has not attained age 18 or is physically or mentally incapable of self-support. An individual is considered physically or mentally incapable of self-support if that individual is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or to be of long-continued and indefinite duration. This provision shall be applied in a manner consistent with Part D of IRS Notice 2020-68.
- 4.4 **Rollover.** A Participant who received one or more QBADs from this Plan may, if the Plan then permits the Participant to make rollover contributions, make one or more contributions in an aggregate amount not to exceed the amount of such QBADs. The Plan will treat such a contribution as a rollover contribution made by direct trustee-to-trustee transfer within 60 days of distribution.
- 4.5 **Reliance.** The Plan Administrator may rely on an individual's reasonable representation that the individual is eligible to receive a QBAD unless the Plan Administrator has actual knowledge to the contrary.
- 4.6 **Status.** A QBAD is not an eligible rollover distribution for purpose of the obligation to permit a direct rollover under Code §401(a)(31), the notice requirement of Code §402(f), or the mandatory withholding rules of Code §3405(c)(1).

ARTICLE 5 REQUIRED BEGINNING DATE – SECURE Act §114

- 5.1 **Application.** This Article 5 will apply to all plans, regardless of type. It is effective with regard to RMDs required to be made after December 31, 2019.
- 5.2 **Delay of Required Beginning Date.** An Affected Participant's RBD shall not be earlier than April 1 of the calendar year following the year the Affected Participant attains age 72. For purposes of determining an Affected Participant's RBD, an Affected Participant will be treated as a more than 5% owner if the Participant was a 5-percent owner (as defined in Code §416(i)(1)(B)) as to the Plan Year ending in the calendar year the Participant attains age 72.
- 5.3 **Spousal Distributions.** If an Affected Participant dies prior to the Participant's RBD, and the Participant's sole Designated Beneficiary is the Participant's surviving spouse, then the RMDs to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 72, if later. However, this Section will apply only if the Plan, prior to this Amendment, permitted a surviving spouse to delay RMD distributions to December 31 of the calendar year in which the Participant would have attained age 70 1/2.
- 5.4 **Definitions.** The following definitions apply for this Article 5 and Section 2.5:
- (a) A Participant is an "Affected Participant" if the Participant was born after June 30, 1949.

- (b) An "RMD" is a Required Minimum Distribution as described in Code §401(a)(9).
- (c) A Participant's "RBD" is the Participant's Required Beginning Date as described in Code §401(a)(9)(C), as amplified by Section 5.2.

5.5 Optional Distribution Timing. If the Employer elects in Section 2.5(a) for this Section 5.5 to apply, the timing and form of distributions to an Affected Participant will be determined as though this Article 5 had not been adopted. Distributions pursuant to this paragraph, which are not RMDs, will be treated as eligible rollover distributions for purposes of the direct rollover provisions of Code §401(a)(31). This Section 5.5 will no longer be effective for distributions after December 31, 2021, or, if earlier, the date specified in Section 2.5(a)(2).

ARTICLE 6 BENEFICIARY RMDs – SECURE Act §401

- 6.1 Application.** This Article 6 will apply to all plans. This Article will not apply to qualified annuities described in SECURE Act §401(b)(4)(B).
- 6.2 Effective Date.** Except as provided in Section 6.4, Article 6 will apply to Participants who die on or after the Effective Date of this Article. Generally, the Effective Date of this Article is January 1, 2022. The Effective Date of this Article 6 in the case of a collectively-bargained plan will be the date determined in SECURE Act §401(b)(2). See Section 6.5 regarding the limited application of this Article to certain accounts of Participants who died before the Effective Date of this Article.
- 6.3 Death before RBD.** If the Participant dies before the Participant's RBD, the Plan will distribute or commence distribution of the Participant's Vested Accrued Benefit not later than as follows:
 - (a) **No Designated Beneficiary.** If there is no Designated Beneficiary as of September 30 of the year following the calendar year of the Participant's death, the Beneficiary's entire interest will be distributed under the 5-Year Rule.
 - (b) **Eligible Designated Beneficiary.** If the distributee of a Participant's account is an Eligible Designated Beneficiary, the Beneficiary's entire interest will be distributed under the Life Expectancy Rule unless the 10-Year Rule applies. The Employer may elect application of the Life Expectancy rule or the 10-Year Rule in Section 2.6. In the absence of an election in Section 2.6, the Plan's provisions with regard to election of the 5-Year Rule will apply, substituting the 10-Year Rule for the 5-Year Rule. A permitted Beneficiary election must be made no later than the earlier of December 31 of the calendar year in which distribution would be required to begin under the Life Expectancy Rule, or by December 31 of the calendar year which contains the tenth anniversary of the Participant's (or, if applicable, surviving spouse's) death.
 - (c) **Other Designated Beneficiaries.** If the distributee of the Participant's account is a Designated Beneficiary who is not an Eligible Designated Beneficiary, then the Beneficiary's entire interest will be distributed under the 10-Year Rule.
 - (d) **10-Year Rule.** If distribution of a deceased Participant's account thereof is subject to the "10-Year Rule," then the Plan will distribute the account in full no later than December 31 of the tenth year following the year of the Participant's death. No RMDs are required to be distributed from the account prior to that date.
- 6.4 Death after RBD.** If the Participant dies on or after the Participant's RBD, the Participant's remaining interest will be distributed at least as rapidly as under the method of distribution being used as of the date of the participant's death, using the Life Expectancy Rule, as, and to the extent, provided by applicable guidance. If the Beneficiary is a Designated Beneficiary that is not an Eligible Designated Beneficiary, the Plan will distribute the remaining account in full no later than December 31 of the tenth year following the year of the Participant's death.
- 6.5 Beneficiary Death.** If an Eligible Designated Beneficiary receiving distributions under the Life Expectancy Rule dies before receiving distribution of the Beneficiary's entire interest in the Participant's account, the Plan will distribute that interest in full no later than December 31 of the 10th year following the year of the Eligible Designated Beneficiary's death. Similarly, if a Participant died before the Effective Date of this Article 6, and the beneficiary died after such Effective Date, but prior to receiving full distribution of the beneficiary's interest, the Plan will distribute that interest in full no later than December 31 of the tenth year following the year of the beneficiary's death.
- 6.6 Age of Majority.** If a child of the Participant was receiving distributions under the Life Expectancy rule, when the child reaches the age of Majority, the Plan will distribute the child's account in full no later than 10 years after that date, provided the child is not otherwise an Eligible Designated Beneficiary, such as a disabled or chronically ill individual.
- 6.7 Definitions; operating rules.** The following definitions and operating rules apply for this Article 6 and Section 2.6:
 - (a) An "RMD" is a Required Minimum Distribution as described in Code §401(a)(9).
 - (b) A Participant's "RBD" is the Participant's Required Beginning Date as described in Code §401(a)(9)(C) and the Plan. Also see Section 5.2.

- (c) A distributee of a Participant's account is a "**Designated Beneficiary**" if the distributee is an individual or trust who is a beneficiary of the account (whether pursuant to a designation by the Participant or application of the Plan terms) and who is a designated beneficiary under Code §401(a)(9) and Treas. Reg. §1.401(a)(9)-4, Q&As-4 and -5.
- (d) An individual is an "**Eligible Designated Beneficiary**" of a Participant if the individual qualifies as a Designated Beneficiary and is (1) the Participant's spouse, (2) the Participant's child who has not reached the age of Majority, (3) an individual not more than 10 years younger than the Participant, (4) a disabled individual, as defined in Code §72(m)(7), or (5) an individual who has been certified to be chronically ill (as defined in Code §7702B(c)(2)) for a reasonably lengthy period, or indefinitely. Certain trusts may be treated as Eligible Designated Beneficiaries pursuant to Code §401(a)(9)(H)(iv) and (v).
- (e) Whether a child has reached the age of "**Majority**" is determined under Code §401(a)(9)(F) and applicable regulations and guidance issued thereunder.
- (f) The "**Life Expectancy Rule**" for distributing RMDs is described in Code §401(a)(9)(B)(iii) and is further described in the Plan.
- (g) The "**5-Year Rule**" for distributing RMDs is described in Code §401(a)(9)(B)(ii) and is further described in the Plan.
- (h) The "**10-Year Rule**" is described in Section 6.3(d).
- (i) **Shorter period.** Section 2.6(e) may specify a shorter period to be used in place of the tenth year after the death of a Participant or Beneficiary.
- (j) **Separate share rule.** All references in this Article to a Participant's Account and a Beneficiary's interest in that account will be applied separately to each separate account determined under Treas. Reg. §1.401(a)(9)-8, Q&A 2 and 3, and Code §401(a)(9)(H)(iv).

ARTICLE 7 EXTENSION OF 5-YEAR RULE FOR RMDs – CARES §2203

- 7.1 **Application.** This Article 7 does not apply if the Employer has selected Section 2.7(b); otherwise, it is effective January 1, 2020.
- 7.2 **Waiver; default provision.** The beneficiary of an Applicable Participant Account will have the option to extend the deadline to distribute the account for one year. The default in the absence of a beneficiary election will be to extend the distribution, unless the Employer elects in Section 2.7(a) for the default to be not to extend unless the beneficiary requests it.
- 7.3 **Definitions.** The following definitions apply for this Article 7 and Section 2.7:
 - (a) "**RMDs**" means required minimum distributions described in Code §401(a)(9).
 - (b) The "**5-Year Rule**" for distributing RMDs is described in Code §401(a)(9)(B)(ii) and is further described in the Plan.
 - (c) "**Applicable Participant Account**" means the remaining account of a Participant who died during the years 2015-2019, to the extent the account is subject to the 5-Year Rule.

ARTICLE 8 RESERVED

ARTICLE 9 RESERVED

ARTICLE 10 IN-SERVICE PENSION DISTRIBUTIONS – BAMA §104

- 10.1 **Application.** This Article 10 will apply if the Employer elects in Section 2.10 for this Article 10 to apply, effective on the date specified in Section 2.10(a).
- 10.2 **Distribution at 59 1/2.** A Participant can take an in-service distribution at age 59 1/2, or, if later, the age (if any) specified in Section 2.10(b). Such a distribution will be limited to the vested portion of the Participant's accrued benefit or account and will be subject to all Plan provisions related to in-service distributions. The Plan can operationally permit distributions as early as January 1 of the calendar year the Participant attains 59 1/2 (or such later age).
- 10.3 **Limited application to Profit-Sharing Plans.** If the Employer elects in Section 2.10 for this Article 10 to apply, this Article 10 will apply to an account in a 401(k) Plan or a Profit-Sharing Plan which holds assets transferred from a Money Purchase Pension Plan or a Defined Benefit Plan.

ARTICLE 11
DISTRIBUTIONS OF DISCONTINUED LIFETIME INCOME INVESTMENTS – SECURE §109

- 11.1 **Application.** This Article 11 is effective for Plan Years beginning after December 31, 2019.
- 11.2 **Distributions authorized.** The Plan Administrator may authorize Participants to request, and as soon as practical after a Participant makes the request, the Plan will make a distribution of a Discontinued Lifetime Income Investment. Distribution under this Article is limited to the 90-day period prior to the date on which the Lifetime Income Investment is no longer authorized to be held as an investment option under the Plan. Such distribution will be in the form of a Qualified Distribution, or in the form of a Qualified Plan Distribution Annuity Contract, as determined by the Plan Administrator. The Plan Administrator will administer this section in a reasonable, nondiscriminatory manner, and may authorize distributions of some Discontinued Lifetime Income Investments and not others.
- 11.3 **Definitions.** The terms "Lifetime Income Investment," "Qualified Distribution" and "Qualified Plan Distribution Annuity Contract" have the meanings set forth in Code §401(a)(38)(B). A "Discontinued Lifetime Income Investment" is a Lifetime Income Investment which will no longer be authorized to be held as an investment option under the Plan.

ARTICLE 12
UPDATED LIFE EXPECTANCY TABLES – TREAS. REG. §1.401(a)(9)-9

- 12.1 **Application.** This Article 12 will apply to all plans and is effective for distribution calendar years beginning on or after January 1, 2022.
- 12.2 **New RMD Tables.** Any Plan reference to the life expectancy tables detailed in Treas. Reg. §1.401(a)(9), such as the Uniform Life Table, the Single Life Table, or the Joint and Last Survivor Table, refers to these tables as published in Treas. Reg. §1.401(a)(9)-9 from time to time, and is subject to adjustment as described in Treas. Reg. §1.401(a)(9)-9(f).

ARTICLE 13
RESERVED

ARTICLE 14
RESERVED

ARTICLE 15
RESERVED

ARTICLE 16
REPEAL OF DEEMED IRA MAXIMUM AGE – SECURE §107

- 16.1 **Application.** This Article 16 will apply only if the Plan permits deemed IRA contributions (sometimes called "designated IRA" contributions) described in Code §408(q). It is effective January 1, 2020.
- 16.2 **No Maximum Age.** To the extent the Plan otherwise permits a Participant to make deemed IRA contributions, the Participant may make such contributions regardless of whether the Participant has attained age 70 1/2 or any other age.

This Amendment has been executed this _____ day of _____, _____.

Name of Plan: County of Richmond 457(b) Deferred Compensation Plan

Name of Employer: County of Richmond, GA

By: _____
 EMPLOYER

CERTIFICATE OF ADOPTING RESOLUTION

The undersigned authorized representative of County of Richmond, GA (the Employer) hereby certifies that the following resolution was duly adopted by Employer on the date specified below, and that such resolution has not been modified or rescinded as of the date hereof:

RESOLVED, the Amendment to Implement SECURE Act and Other Law Changes to the County of Richmond 457(b) Deferred Compensation Plan (the Amendment) is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Plan Administrator the Amendment and to take any and all actions as it may deem necessary to effectuate this resolution.

The undersigned further certifies that attached hereto is a copy of the Amendment approved and adopted in the foregoing resolution.

Date: _____

Signed: _____

[print name/title]

**COUNTY OF RICHMOND
457(B) DEFERRED COMPENSATION PLAN**

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ARTICLE I DEFINITIONS

1.01 "**Account**" means the separate Account(s) which the Plan Administrator or the Trustee maintains under the Plan for a Participant's Deferred Compensation. The Plan Administrator or Trustee may establish separate Accounts for multiple Beneficiaries of a Participant to facilitate required minimum distributions under Section 4.03 based on each Beneficiary's life expectancy.

1.02 "**Accounting Date**" means the last day of the Plan Year. The Plan Administrator will allocate Employer contributions and forfeitures for a particular Plan Year as of the Accounting Date of that Plan Year, and on such other dates, if any, as the Plan Administrator determines, consistent with the Plan's allocation conditions and other provisions.

1.03 "**Beneficiary**" means a person who the Plan or a Participant designates and who is or may become entitled to a Participant's Account upon the Participant's death. A Beneficiary who becomes entitled to a benefit under the Plan remains a Beneficiary under the Plan until the Plan Administrator or Trustee has fully distributed to the Beneficiary his or her Plan benefit. A Beneficiary's right to (and the Plan Administrator's or a Trustee's duty to provide to the Beneficiary) information or data concerning the Plan does not arise until the Beneficiary first becomes entitled to receive a benefit under the Plan.

1.04 "**Code**" means the Internal Revenue Code of 1986, as amended.

1.05 "**Compensation**"

(A) **Uses and Context.** Any reference in the Plan to Compensation is a reference to the definition in this Section 1.05, unless the Plan reference, or the Employer in the Adoption Agreement, modifies this definition. Except as the Plan otherwise specifically provides, the Plan Administrator will take into account only Compensation actually paid during (or as permitted under the Code, paid for) the relevant period. A Compensation payment includes Compensation paid by the Employer through another person under the common paymaster provisions in Code §§3121 and 3306. In the case of an Independent Contractor, Compensation means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies in the Adoption Agreement. The Employer in the Adoption Agreement may elect to allocate contributions based on a Compensation within specified 12 month period which ends within a Plan Year.

(B) **Base Definitions and Modifications.** The Employer in the Adoption Agreement must elect one of the following base definitions of Compensation: W-2 Wages, Code §3401(a) Wages, or 415 Compensation. The Employer may elect a different base definition as to different Contribution Types. The Employer in the Adoption Agreement may specify any modifications thereto, for purposes of contribution allocations under Article III. If the Employer fails to elect one of the above-referenced definitions, the Employer is deemed to have elected the W-2 Wages definition.

(1) **W-2 Wages.** W-2 Wages means wages for federal income tax withholding purposes, as defined under Code §3401(a), plus all other payments to an Employee in the course of the Employer's trade or business, for which the Employer must furnish the Employee a written statement under Code §§6041, 6051, and 6052, but determined without regard to any rules that limit the remuneration included in wages based on the

nature or location of the employment or services performed (such as the exception for agricultural labor in Code §3401(a)(2)).

(2) **Code §3401(a) Wages (income tax wage withholding).** Code §3401(a) Wages means wages within the meaning of Code §3401(a) for the purposes of income tax withholding at the source, but determined without regard to any rules that limit the remuneration included in wages based on the nature or the location of the employment or the services performed (such as the exception for agricultural labor in Code §3401(a)(2)).

(3) **Code §415 Compensation (current income definition/simplified compensation under Treas. Reg. §1.415(c)-2(d)(2)).** Code §415 Compensation means the Employee's wages, salaries, fees for professional service and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer maintaining the Plan to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits and reimbursements or other expense allowances under a nonaccountable plan as described in Treas. Reg. §1.62-2(c)).

Code §415 Compensation does not include:

(a) **Deferred compensation/SEP/SIMPLE.** Employer contributions (other than Elective Deferrals) to a plan of deferred compensation (including a simplified employee pension plan under Code §408(k) or to a simple retirement account under Code §408(p)) to the extent the contributions are not included in the gross income of the Employee for the Taxable Year in which contributed, and any distributions from a plan of deferred compensation (whether or not qualified), regardless of whether such amounts are includible in the gross income of the Employee when distributed.

(b) **Option exercise.** Amounts realized from the exercise of a non-qualified stock option (an option other than a statutory option under Treas. Reg. §1.421-1(b)), or when restricted stock or other property held by an Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture under Code §83.

(c) **Sale of option stock.** Amounts realized from the sale, exchange or other disposition of stock acquired under a statutory stock option as defined under Treas. Reg. §1.421-1(b).

(d) **Other amounts that receive special tax benefits.** Other amounts that receive special tax benefits, such as premiums for group term life insurance (but only to the extent that the premiums are not includible in the gross income of the Employee and are not salary reduction amounts under Code §125).

(e) **Other similar items.** Other items of remuneration which are similar to any of the items in Sections 1.11(B)(3)(a) through (d).

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(4) Alternative (general) 415 Compensation. Under this definition, Compensation means as defined in Section 1.05(B)(3) but with the addition of: (a) amounts described in Code §§104(a)(3), 105(a), or 105(h) but only to the extent that these amounts are includible in Employee's gross income; (b) amounts paid or reimbursed by the Employer for moving expenses incurred by the Employee, but only to the extent that at the time of payment it is reasonable to believe these amounts are not deductible by the Employee under Code §217; (c) the value of a nonstatutory option (an option other than a statutory option under Treas. Reg. §1.421-1(b)) granted by the Employer to the an Employee, but only to the extent that the value of the option is includible in the Employee's gross income for the Taxable Year of the grant; (d) the amount includible in the Employee's gross income upon the Employee's making of an election under Code §83(b); and (e) amounts that are includible in the Employee's gross income under Code §409A or Code §457(f)(1)(A) or because the amounts are constructively received by the Participant. [Note if the Plan's definition of Compensation is W-2 Wages or Code §3401(a) Wages, then Compensation already includes the amounts described in clause (e).]

(C) Deemed 125 Compensation. Deemed 125 Compensation means, in the case of any definition of Compensation which includes a reference to Code §125, amounts under a Code §125 plan of the Employer that are not available to a Participant in cash in lieu of group health coverage, because the Participant is unable to certify that he/she has other health coverage.

(D) Modification to Compensation. The Employer must specify in the Adoption Agreement the Compensation the Plan Administrator is to take into account in allocating Deferral Contributions to a Participant's Account. For all Plan Years other than the Plan Year in which the Employee first becomes a Participant, the Plan Administrator will take into account only the Compensation determined for the portion of the Plan Year in which the Employee actually is a Participant.

(E) Elective Contributions. Compensation under Section 1.05 includes Elective Contributions unless the Employer in the Adoption Agreement elects to exclude Elective Contributions. "Elective Contributions" are amounts excludible from the Employee's gross income under Code §§125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b), 408(p) or 457, and contributed by the Employer, at the Employee's election, to a cafeteria plan, a qualified transportation fringe benefit plan, a 401(k) arrangement, a SARSEP, a tax-sheltered annuity, a SIMPLE plan or a Code §457 plan.

(F) Post-Severance Compensation. Compensation includes Post-Severance Compensation to the extent the Employer elects in the Adoption Agreement or as the Plan otherwise provides. Post-Severance Compensation is Compensation paid after a Participant's Severance from Employment from the Employer, as further described in this Section 1.05(F). As the Employer elects, Post-Severance Compensation may include any or all of regular pay, leave cash-outs, or deferred compensation paid within the time period described in Section 1.05(F)(1), and may also include salary continuation for disabled Participants, all as defined below. Any other payment paid after Severance from Employment that is not described in this Section 1.05(F) is not Compensation even if payment is made within the time period described below. Post-Severance Compensation does not include severance pay, parachute payments under Code §280G(b)(2) or payments under a nonqualified unfunded deferred compensation plan unless the payments would have

been paid at that time without regard to Severance from Employment.

(1) Timing. Post-Severance Compensation includes regular pay, leave cashouts, or deferred compensation only to the extent the Employer pays such amounts by the later of 2 1/2 months after Severance from Employment or by the end of the Limitation Year that includes the date of such Severance from Employment.

(a) Regular pay. Regular pay means the payment of regular Compensation for services during the Participant's regular working hours, or Compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, but only if the payment would have been paid to the Participant prior to a Severance from Employment if the Participant had continued in employment with the Employer.

(b) Leave cash-outs. Leave cash-outs means payments for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued and if Compensation would have included those amounts if they were paid prior to the Participant's Severance from Employment.

(c) Deferred compensation. As used in this Section 1.05(F), deferred compensation means the payment of deferred compensation pursuant to an unfunded deferred compensation plan, if Compensation would have included the Deferred Compensation if it had been paid prior to the Participant's Severance from Employment, but only if the payment would have been paid at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

(2) Salary continuation for disabled Participants. Salary continuation for disabled Participants means Compensation paid to a Participant who is permanently and totally disabled (as defined in Code §22(e)(3)).

(3) Differential Wage Payments. An individual receiving a Differential Wage Payment, as defined by Code §3401(h)(2), shall be treated as an employee of the employer making the payment and the Differential Wage Payment shall be treated as compensation for purposes of Code §457(b) and any other Internal Revenue Code section that references the definition of compensation under Code §415, including the definition of Includible Compensation as provided in Section 1.15.

1.06 "Deferral Contributions" means as the Employer elects on the Adoption Agreement, Salary Reduction Contributions, Nonelective Contributions and Matching Contributions. The Plan Administrator in applying the Code §457(b) limit will take into account Deferral Contributions in the Taxable Year in which deferred, or if later, in the Taxable Year in which the Deferral Contributions are no longer subject to a Substantial Risk of Forfeiture. The Plan Administrator in determining the amount of a Participant's Deferral Contributions disregards the net income, gain and loss attributable to Deferral Contributions unless the Deferral Contributions are subject to a Substantial Risk of Forfeiture. If a Deferral Contribution is subject to a Substantial Risk of Forfeiture, the Plan Administrator takes into the Deferral Contribution as adjusted for allocable net income, gain or loss in the Taxable Year in which the Substantial Risk of Forfeiture lapses.

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1.07 **"Deferred Compensation"** means as to a Participant the amount of Deferral Contributions, Rollover Contributions and Transfers adjusted for allocable net income, gain or loss, in the Participant's Account.

1.08 **"Effective Date"** of this Plan is the date the Employer specifies in the Adoption Agreement. The Employer in the Adoption Agreement may elect special effective dates for Plan provisions the Employer specifies provided any such date(s) are permitted by the Code, by Treasury regulations, or by other applicable guidance.

1.09 **"Elective Deferrals"** means a contribution the Employer makes to the Plan pursuant to a Participant's Salary Reduction Agreement, as described in Section 3.02. The term "Elective Deferrals" includes Pre-Tax Elective Deferrals and Roth Elective Deferrals.

1.10 **"Employee"** means an individual who provides services for the Employer, as a common law employee of the Employer. The Employer in the Adoption Agreement must elect or specify any Employee, or class of Employees, not eligible to participate in the Plan (an "Excluded Employee"). See Section 1.16 regarding potential treatment of an Independent Contractor as an Employee.

1.11 **"Employer"** means the entity specified in the Adoption Agreement, any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating Employer.

1.12 **"Employer Contribution"** means Nonelective Contributions or Matching Contributions.

1.13 **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended.

1.14 **"Excess Deferrals"** means Deferral Contributions to a Governmental Eligible 457 Plan or to a Tax-Exempt Organization Eligible 457 Plan for a Participant that exceed the Taxable Year maximum limitation of Code §§457(b) and (e)(18).

1.15 **"Includible Compensation"** means, for the Employee's Taxable Year, the Employee's total Compensation within the meaning of Code §415(c)(3) paid to an Employee for services rendered to the Employer. Includible Compensation includes Deferral Contributions under the Plan, compensation deferred under any other plan described in Code §457, and any amount excludible from the Employee's gross income under Code §§401(k), 403(b), 125 or 132(f)(4) or any other amount excludible from the Employee's gross income for Federal income tax purposes. The Employer will determine Includible Compensation without regard to community property laws.

1.16 **"Independent Contractor"** means any individual who performs service for the Employer and who the Employer does not treat as an Employee or a Leased Employee. The Employer in the Adoption Agreement may elect to permit Independent Contractors to participate in the Plan. To the extent that the Employer permits Independent Contractor participation, references to Employee in the Plan include Independent Contractors and Compensation means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies in the Adoption Agreement.

1.17 **"Leased Employee"** means an Employee within the meaning of Code §414(n).

1.18 **"Matching Contribution"** means an Employer fixed or discretionary contribution made or forfeiture allocated on account of Salary Reduction Contributions.

1.19 **"Nonelective Contribution"** means an Employer fixed or discretionary contribution not made as a result of a Salary Reduction Agreement and which is not a Matching Contribution.

1.20 **"Normal Retirement Age"** means the age the Employer specifies in the Adoption Agreement consistent with Section 3.05(B).

1.21 **"Participant"** is an Employee other than an Excluded Employee who becomes a Participant in accordance with the provisions of Section 2.01.

1.22 **"Plan"** means the 457 plan established or continued by the Employer in the form of this basic Plan and (if applicable) Trust Agreement, including the Adoption Agreement. The Employer in the Adoption Agreement must designate the name of the Plan. All section references within the Plan are Plan section references unless the context clearly indicates otherwise.

1.23 **"Plan Administrator"** is the Employer unless the Employer designates another person to hold the position of Plan Administrator. The Plan Administrator may be a Participant.

1.24 **"Plan Entry Date"** means the dates the Employer elects in Adoption Agreement.

1.25 **"Plan Year"** means the consecutive 12-month period the Employer elects in the Adoption Agreement.

1.26 **"Pre-Tax Elective Deferrals"** means a Participant's Salary Reduction Contributions which are not includible in the Participant's gross income at the time deferred and have been irrevocably designated as Pre-Tax Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Pre-Tax Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Pre-Tax Elective Deferrals.

1.27 **"Rollover Contribution"** means the amount of cash or property which an eligible retirement plan described in Code §402(c)(8)(B) distributes to an eligible Employee or to a Participant in an eligible rollover distribution under Code §402(c)(4) and which the eligible Employee or Participant transfers directly or indirectly to a Governmental Eligible 457 Plan. A Rollover Contribution includes net income, gain or loss attributable to the Rollover Contribution. A Rollover Contribution excludes after-tax Employee contributions, as adjusted for net income, gain or loss.

1.28 **"Roth Elective Deferrals"** means a Participant's Salary Reduction Contributions that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Roth Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Roth Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Roth Elective Deferrals. However, forfeitures may not be allocated to such account. The Plan must also maintain a record of a Participant's investment in the contract (i.e., designated Roth contributions that have not been distributed) and the year in which the Participant first made a Roth Elective Deferral.

1.29 **"Salary Reduction Agreement"** means a written agreement between a Participant and the Employer, by which

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the Employer reduces the Participant's Compensation for Compensation not available as of the date of the election and contributes the amount as a Salary Reduction Contribution to the Participant's Account.

1.30 "Salary Reduction Contribution" means a contribution the Employer makes to the Plan pursuant to a Participant's Salary Reduction Agreement.

1.31 "Service" means any period of time the Employee is in the employ of the Employer. In the case of an Independent Contractor, Service means any period of time the Independent Contractor performs services for the Employer on an independent contractor basis. An Employee or Independent Contractor terminates Service upon incurring a Severance from Employment.

(A) Qualified Military Service. Service includes any qualified military service the Plan must credit for contributions and benefits in order to satisfy the crediting of Service requirements of Code §414(u). A Participant whose employment is interrupted by qualified military service under Code §414(u) or who is on a leave of absence for qualified military service under Code §414(u) may elect to make additional Salary Reduction Contributions upon resumption of employment with the Employer equal to the maximum Deferral Contributions that the Participant could have elected during that period if the Participant's employment with the Employer had continued (at the same level of Compensation) without the interruption of leave, reduced by the Deferral Contributions, if any, actually made for the Participant during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave). The Employer shall make appropriate make-up Nonelective Contributions and Matching Contributions for such a Participant as required under Code §414(u). The Plan shall apply limitations of Article III to all Deferral Contributions under this paragraph with respect to the year to which the Deferral Contribution relates.

(B) "Continuous Service" as the Adoption Agreement describes means Service with the Employer during which the Employee does not incur a Severance from Employment.

(C) "Severance from Employment."

(1) Employee. An Employee has a Severance from Employment when the Employee ceases to be an Employee of the Employer. A Participant does not incur a Severance from Employment if, in connection with a change in employment, the Participant's new employer continues or assumes sponsorship of the Plan or accepts a Transfer of Plan assets as to the Participant.

(2) Independent Contractor. An Independent Contractor has a Severance from Employment when the contract(s) under which the Independent Contractor performs services for the Employer expires (or otherwise terminates), unless the Employer anticipates a renewal of the contractual relationship or the Independent Contractor becoming an Employee. The Employer anticipates renewal if it intends to contract for the services provided under the expired contract and neither the Employer nor the Independent Contractor has eliminated the Independent Contractor as a potential provider of such services under the new contract. Further, the Employer intends to contract for services conditioned only upon the Employer's need for the services provided under the expired contract or the Employer's availability of funds. Notwithstanding the preceding provisions of this Section 1.31, the Plan Administrator will consider an Independent Contractor to have incurred a Severance from Employment: (a) if the Plan Administrator or Trustee will not pay any Deferred Compensation to an

Independent Contractor who is a Participant before a date which is at least twelve months after the expiration of the Independent Contractor's contract (or the last to expire of such contracts) to render Services to the Employer; and (b) if before the applicable twelve-month payment date, the Independent Contractor performs Service as an Independent Contractor or as an Employee, the Plan Administrator or Trustee will not pay to the Independent Contractor his or her Deferred Compensation on the applicable date.

(3) Deemed Severance. Notwithstanding Section 1.05(F), if the Employer elects in the Adoption Agreement, then if a Participant performs service in the uniformed services (as defined in Code §414(u)(12)(B)) on active duty for a period of more than 30 days, the Participant will be deemed to have a severance from employment solely for purposes of eligibility for distribution of amounts not subject to Code §412. However, the Plan will not distribute such a Participant's Account on account of this deemed severance unless the Participant specifically elects to receive a benefit distribution hereunder. If a Participant elects to receive a distribution on account of this deemed severance, then no Deferral Contributions may be made for the Participant during the 6-month period beginning on the date of the distribution. If a Participant would be entitled to a distribution on account of a deemed severance, and a distribution on account of another Plan provision, then the other Plan provision will control and the 6-month suspension will not apply.

1.32 "State" means (a) one of the 50 states of the United States or the District of Columbia, or (b) a political subdivision of a State, or any agency or instrumentality of a State or its political subdivision. A State does not include the federal government or any agency or instrumentality thereof.

1.33 "Substantial Risk of Forfeiture" exists if the Plan expressly conditions a Participant's right to Deferred Compensation upon the Participant's future performance of substantial Service for the Employer.

1.34 "Tax-Exempt Organization" means any tax-exempt organization other than a governmental unit or a church or qualified church-controlled organization within the meaning of Code §3121(w)(3).

1.35 "Taxable Year" means the calendar year or other taxable year of a Participant.

1.36 "Transfer" means a transfer of Eligible 457 Plan assets to another Eligible 457 Plan which is not a Rollover Contribution and which is made in accordance with Section 9.03.

1.37 "Trust" means the Trust created under the adopting Employer's Plan. A Trust required under a Governmental Eligible 457 Plan is subject to Article VIII. Any Trust under a Tax-Exempt Organization Eligible 457 Plan is subject to Section 5.09.

1.38 "Trustee" means the person or persons who as Trustee execute the Employer's Adoption Agreement, or any successor in office who in writing accepts the position of Trustee.

1.39 Type of 457 Plan. This Plan is an Eligible 457 Plan, which is a plan which satisfies the requirements of Code §457(b) and Treas. Reg. §§1.457-3 through -10. The Employer in the Adoption Agreement must specify whether the plan is either a Governmental Eligible 457 Plan or a Tax-Exempt Organization Eligible 457 Plan, as defined below:

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(A) **"Governmental Eligible 457 Plan"** means an Eligible 457 Plan established by a State.

(B) **"Tax-Exempt Organization Eligible 457 Plan"** means an Eligible 457 Plan established by a Tax-Exempt Organization.

1.40 **"Vested"** means a Participant's Deferral Contributions that are not subject to a Substantial Risk of Forfeiture, including a vesting schedule.

ARTICLE II ELIGIBILITY AND PARTICIPATION

2.01 ELIGIBILITY. Each Employee who is not an Excluded Employee becomes a Participant in the Plan in accordance with the eligibility conditions and as of the Plan Entry Date the Employer elects in the Adoption Agreement. If this Plan is a restated Plan, each Employee who was a Participant in the Plan on the day before the Effective Date continues as a Participant in the Plan, irrespective of whether he/she satisfies the eligibility conditions in the restated Plan, unless the Employer indicates otherwise in the Adoption Agreement.

2.02 PARTICIPATION UPON RE-EMPLOYMENT. A Participant who incurs a Severance from Employment will re-enter the Plan as a Participant on the date of his or her re-employment. An Employee who satisfies the Plan's eligibility conditions but who incurs a Severance from Employment prior to becoming a Participant will become a Participant on the later of the Plan Entry Date on which he/she would have entered the Plan had he/she not incurred a Severance from Employment or the date of his or her re-employment. Any Employee who incurs a Severance from Employment prior to satisfying the Plan's eligibility conditions becomes a Participant in accordance with the Adoption Agreement.

2.03 CHANGE IN EMPLOYMENT STATUS. If a Participant has not incurred a Severance from Employment but ceases to be eligible to participate in the Plan, by reason of becoming an Excluded Employee, the Plan Administrator must treat the Participant as an Excluded Employee during the period such a Participant is subject to the Adoption Agreement exclusion. The Plan Administrator determines a Participant's sharing in the allocation of Employer Contributions by disregarding his or her Compensation paid by the Employer for services rendered in his or her capacity as an Excluded Employee. However, during such period of exclusion, the Participant, without regard to employment classification, continues to share fully in Plan income allocations under Section 5.07 and to accrue vesting service if applicable.

ARTICLE III DEFERRAL CONTRIBUTIONS/LIMITATIONS

3.01 AMOUNT.

(A) Contribution Formula. For each Plan Year, or other period the Employer specifies in the Adoption Agreement, the Employer will contribute to the Plan the type and amount of Deferral Contributions the Employer elects in the Adoption Agreement.

(B) Return of Contributions. The Employer contributes to this Plan on the condition its contribution is not due to a mistake of fact. If the Plan has a Trust, the Trustee, upon written request from the Employer, must return to the Employer the amount of the Employer's contribution (adjusted for net income, gain or loss) made by the Employer on account of a mistake of fact. The Trustee will not return any portion of the Employer's contribution under the provisions of this paragraph more than one year after the Employer made the contribution on account of a mistake of fact. In addition, if any Participant Salary Reduction Contribution is due to a mistake of fact, the Employer or the Trustee upon written request from the Employer shall return the Participant's contribution (adjusted for net income, gain or loss), within one year after payment of the contribution.

The Trustee will decrease the Employer contribution returnable for any losses attributable to it. The Trustee may require the Employer to furnish it whatever evidence the Trustee deems necessary to enable the Trustee to confirm the amount the Employer has requested be returned is properly returnable.

(C) Time of Payment of Contribution. If the Plan has a Trust, the Employer may pay its contributions for each Plan Year to the Trust in one or more installments and at such time(s) as the Employer determines, without interest. A Governmental Employer shall deposit Salary Reduction Contributions to the Trust within a period that is not longer than is reasonable for the administration of Participant Accounts.

3.02 SALARY REDUCTION CONTRIBUTIONS. The Employer in the Adoption Agreement must elect whether the Plan permits Salary Reduction Contributions, and also the Plan limitations, if any, which apply to Salary Reduction Contributions. Unless the Employer elects otherwise in the Adoption Agreement, all such limitations apply on a payroll basis.

(A) Deferral from Sick, Vacation and Back Pay. The Employer in the Adoption Agreement must elect whether to permit Participants to make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

(B) Automatic Enrollment. The Employer in the Adoption Agreement may provide for automatic Salary Reduction Contributions of a specified amount, subject to giving notice to affected Participants of the automatic election and of their right to make a contrary election.

A Governmental Employer under an Eligible 457 Plan may elect to provide an Eligible Automatic Contribution Arrangement ("EACA"). If the Employer elects to provide an EACA, the Employer will amend the Plan to add necessary language.

(C) Application to Leave of Absence and Disability. Unless a Participant in his or her Salary Reduction Agreement elects otherwise, the Participant's Salary Reduction Agreement shall continue to apply during the Participant's leave of absence or the Participant's disability (as the Plan Administrator shall

establish), if the Participant has Compensation other than imputed compensation or disability benefits.

(D) Post-severance deferrals limited to Post-Severance Compensation. Deferrals are permitted from an amount received following Severance from Employment only if the amount is Post-Severance Compensation.

3.03 MATCHING CONTRIBUTIONS. The Employer in the Adoption Agreement must elect whether the Plan permits Matching Contributions and, if so, the type(s) of Matching Contributions, the time period applicable to any Matching Contribution formula, and as applicable, the amount of Matching Contributions and the Plan limitations, if any, which apply to Matching Contributions. Any Matching Contributions apply to age 50 catch-up contributions, if any, and to any Normal Retirement Age catch-up contributions unless the Employer elects otherwise in the Adoption Agreement.

3.04 NORMAL LIMITATION. Except as provided in Sections 3.05 and 3.06, a Participant's maximum Deferral Contributions (excluding Rollover Contributions and Transfers) under this Plan for a Taxable Year may not exceed the lesser of:

(a) The applicable dollar amount as specified under Code §457(e)(15) (or such larger amount as the Commissioner of the Internal Revenue may prescribe), or

(b) 100% of the Participant's Includible Compensation for the Taxable Year.

3.05 NORMAL RETIREMENT AGE CATCH-UP CONTRIBUTION. If selected in the Adoption Agreement, a Participant may elect to make this catch-up election. For one or more of the Participant's last three Taxable Years ending before the Taxable Year in which the Participant attains Normal Retirement Age, the Participant's maximum Deferral Contributions may not exceed the lesser of:

(a) Twice the dollar amount under Section 3.04(a) Normal Limitation, or (b) the underutilized limitation.

(A) Underutilized Limitation. A Participant's underutilized limitation is equal to the sum of: (i) the normal limitation for the Taxable Year, and (ii) the normal limitation for each of the prior Taxable Years of the Participant commencing after 1978 during which the Participant was eligible to participate in the Plan and the Participant's Deferral Contributions were subject to the Normal Limitation or any other Code §457(b) limit, less the amount of Deferral Contributions for each such prior Taxable Year, excluding age 50 catch-up contributions.

(B) Normal Retirement Age. Normal Retirement Age is the age the Employer specifies in the Adoption Agreement provided that the age may not be: (i) earlier than the earliest of age 65 or the age at which Participants have the right to retire and receive under the Employer's defined benefit plan (or money purchase plan if the Participant is not eligible to participate in a defined benefit plan) immediate retirement benefits without actuarial or other reduction because of retirement before a later specified age; or (ii) later than age 70 1/2.

(I) Participant Designation. The Employer in the Adoption Agreement may permit a Participant to designate his or her Normal Retirement Age as any age including or between the foregoing ages.

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(2) Multiple 457 Plans. If the Employer maintains more than one Eligible 457 Plan, the Plans may not permit any Participant to have more than one Normal Retirement Age under the Plans.

(3) Police and Firefighters. In a Governmental Eligible 457 Plan with qualified police or firefighter Participants within the meaning of Code §415(b)(2)(H)(ii)(I), the Employer in the Adoption Agreement may elect (or permit the qualified Participants to elect) a Normal Retirement Age as early as age 40 and as late as age 70 1/2.

(C) Pre-2002 Coordination. In determining a Participant's underutilized limitation, the Plan Administrator, in accordance with Treas. Reg. §1.457-4(c)(3)(iv), must apply the coordination rule in effect under now repealed Code §457(c)(2). The Plan Administrator also must determine the Normal Limitation for pre-2002 Taxable Years in accordance with Code §457(b)(2) as then in effect.

3.06 AGE 50 CATCH-UP CONTRIBUTION. An Employer sponsoring a Governmental Eligible 457 Plan must specify in the Adoption Agreement whether the Participants are eligible to make age 50 catch-up contributions.

If an Employer elects to permit age 50 catch-up contributions, all Employees who are eligible to make Salary Reduction Contributions under this Plan and who have attained age 50 before the close of the Taxable Year are eligible to make age 50 catch-up contributions for that Taxable Year in accordance with, and subject to the limitations of, Code §414(v). Such catch-up contributions are not taken into account for purposes of the provisions of the Plan implementing the required limitations of Code §457. If, for a Taxable Year, an Employee makes a catch-up contribution under Section 3.05, the Employee is not eligible to make age 50 catch-up contributions under this Section 3.06. A catch-up eligible Participant in each Taxable Year is entitled to the greater of the amount determined under Section 3.05 or Section 3.06 Catch-Up Amount plus the Section 3.04 Normal Limitation.

3.07 CONTRIBUTION ALLOCATION. The Plan Administrator will allocate to each Participant's Account his or her Deferral Contributions. The Employer will allocate Employer Nonelective and Matching Contributions to the Account of each Participant who satisfies the allocation conditions in the Adoption Agreement in the following manner:

(a) Fixed match. To the extent the Employer makes Matching Contributions under a fixed Adoption Agreement formula, the Plan Administrator will allocate the Matching Contribution to the Account of the Participant on whose behalf the Employer makes that contribution. A fixed Matching Contribution formula is a formula under which the Employer contributes a specified percentage or dollar amount on behalf of a Participant based on that Participant's Salary Reduction Contributions.

(b) Discretionary match. To the extent the Employer makes Matching Contributions under a discretionary Adoption Agreement formula, the Plan Administrator will allocate the Matching Contributions to a Participant's Account in the same proportion that each Participant's Salary Reduction Contributions taken into account under the formula bear to the total Salary Reduction Contributions of all Participants.

(c) Tiered match. If the Matching Contribution formula is a tiered formula, the Plan Administrator will allocate separately the Matching Contributions with respect to each tier of Salary Reduction Contributions, in accordance with the tiered formula.

(d) Discretionary nonelective. The Plan Administrator will allocate discretionary Nonelective Contributions for a Plan Year in the same ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year, unless the Employer elects otherwise in the Adoption Agreement.

(e) Fixed nonelective. The Plan Administrator will allocate fixed Nonelective Contributions for a Plan Year in the same ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year, unless the Employer elects otherwise in the Adoption Agreement.

(f) Other nonelective. The Plan Administrator will allocate Nonelective Contributions for a Plan Year as specified in the Adoption Agreement.

3.08 ALLOCATION CONDITIONS. The Plan Administrator will determine the allocation conditions applicable to Nonelective Contributions or to Matching Contributions (or to both) in accordance with the Employer's elections in the Adoption Agreement. The Plan Administrator will not allocate to a Participant any portion of an Employer Contribution (or forfeiture if applicable) for a Plan Year or applicable portion thereof in which the Participant does not satisfy the applicable allocation condition(s).

3.09 ROLLOVER CONTRIBUTIONS. If elected in the Adoption Agreement, an Employer sponsoring a Governmental Eligible 457 Plan may permit Rollover Contributions.

(A) Operational Administration. The Employer, operationally and on a nondiscriminatory basis, may elect to limit an eligible Employee's right or a Participant's right to make a Rollover Contribution. Any Participant (or as applicable, any eligible Employee), with the Employer's written consent and after filing with the Trustee the form prescribed by the Plan Administrator, may make a Rollover Contribution to the Trust. Before accepting a Rollover Contribution, the Trustee may require a Participant (or eligible Employee) to furnish satisfactory evidence the proposed transfer is in fact a "Rollover Contribution" which the Code permits an employee to make to an eligible retirement plan. The Trustee, in its sole discretion, may decline to accept a Rollover Contribution of property which could: (1) generate unrelated business taxable income; (2) create difficulty or undue expense in storage, safekeeping or valuation; or (3) create other practical problems for the Trust.

(B) Pre-Participation Rollover. If an eligible Employee makes a Rollover Contribution to the Trust prior to satisfying the Plan's eligibility conditions, the Plan Administrator and Trustee must treat the Employee as a limited Participant (as described in Rev. Rul. 96-48 or in any successor ruling). A limited Participant does not share in the Plan's allocation of any Employer Contributions and may not make Salary Reduction Contributions until he/she actually becomes a Participant in the Plan. If a limited Participant has a Severance from Employment prior to becoming a Participant in the Plan, the Trustee will distribute his or her Rollover Contributions Account to the limited Participant in accordance with Article IV.

(C) Separate Accounting. If an Employer permits Rollover Contributions, the Plan Administrator must account separately for: (1) amounts rolled into this Plan from an eligible retirement plan (other than from another Governmental Eligible 457 plan); and (2) amounts rolled into this Plan from another Governmental Eligible 457 Plan. The Plan Administrator for purposes of ordering any subsequent distribution from this Plan,

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may designate a distribution from a Participant's Rollover Contributions as coming first from either of (1) or (2) above if the Participant has both types of Rollover Contribution Accounts.

(D) May Include Roth Deferrals. If this Plan is an eligible governmental 457(b) plan which accepts Roth Elective Deferrals, then a Rollover Contribution may include Roth Deferrals made to another plan, as adjusted for Earnings. Such amounts must be directly rolled over into this Plan from another plan which is qualified under Code §401(a), from a 403(b) plan, or from an eligible governmental 457 plan. The Plan must account separately for the Rollover Contribution, including the Roth Deferrals and the Earnings thereon.

(E) In-Plan Roth Rollover Contributions. A Governmental Employer under an Eligible 457 Plan may elect to permit In-Plan Roth Rollover Contribution. If the Employer decides to permit In-Plan Roth Rollover Contributions, the Employer will amend the Plan to add necessary language.

3.10 DISTRIBUTION OF EXCESS DEFERRALS. In the event that a Participant has Excess Deferrals, the Plan will distribute to the Participant the Excess Deferrals and allocable net income, gain or loss, in accordance with this Section 3.10.

(A) Governmental Eligible 457 Plan. The Plan Administrator will distribute Excess Deferrals from a Governmental Eligible 457 Plan as soon as is reasonably practicable following the Plan Administrator's determination of the amount of the Excess Deferral.

(B) Tax-Exempt Organization Eligible 457 Plan. The Plan Administrator will distribute Excess Deferrals from a Tax-Exempt Organization Eligible 457 Plan no later than April 15 following the Taxable Year in which the Excess Deferral occurs.

(C) Plan Aggregation. If the Employer maintains more than one Eligible 457 Plan, the Employer must aggregate all such Plans in determining whether any Participant has Excess Deferrals.

(D) Individual Limitation. If a Participant participates in another Eligible 457 Plan maintained by a different employer, and the Participant has Excess Deferrals, the Plan Administrator may, but is not required, to correct the Excess Deferrals by making a corrective distribution from this Plan.

3.11 DEEMED IRA CONTRIBUTIONS. A Governmental Employer under an Eligible 457 Plan may elect to permit Participants to make IRA contributions to this Plan in accordance with the Code §408(q) deemed IRA rules. If the Employer elects to permit deemed IRA contributions to the Plan, the Employer will amend the Plan to add necessary IRA language and either the Rev. Proc. 2003-13 sample deemed IRA language or an appropriate substitute.

3.12 ROTH ELECTIVE DEFERRALS. The Employer may elect in the Adoption Agreement to permit Roth Elective Deferrals. Unless elected otherwise, Roth Elective Deferrals shall be treated in the same manner as Elective Deferrals. The Employer may, in operation, implement deferral election procedures provided such procedures are communicated to Participants and permit Participants to modify their elections at least once each Plan Year.

(A) Elective Deferrals. "Elective Deferral" means a contribution the Employer makes to the Plan pursuant to a Participant's Salary Reduction Agreement, as described in

Section 3.02. The term "Elective Deferrals" includes Pre-tax Elective Deferrals and Roth Elective Deferrals.

(B) Pre-Tax Elective Deferrals. "Pre-Tax Elective Deferrals" means a Participant's Salary Reduction Contributions which are not includible in the Participant's gross income at the time deferred and have been irrevocably designated as Pre-Tax Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Pre-Tax Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Pre-Tax Elective Deferrals.

(C) Roth Elective Deferrals. "Roth Elective Deferrals" means a Participant's Salary Reduction Contributions that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Roth Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Roth Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Roth Elective Deferrals. However, forfeitures may not be allocated to such account. The Plan must also maintain a record of a Participant's investment in the contract (i.e., designated Roth contributions that have not been distributed) and the year in which the Participant first made a Roth Elective Deferral.

(D) Ordering Rules for Distributions. The Administrator operationally may implement an ordering rule procedure for withdrawals (including, but not limited to, withdrawals on account of an unforeseeable emergency) from a Participant's accounts attributable to Pre-Tax Elective Deferrals or Roth Elective Deferrals. Such ordering rules may specify whether the Pre-Tax Elective Deferrals or Roth Elective Deferrals are distributed first. Furthermore, such procedure may permit the Participant to elect which type of Elective Deferrals shall be distributed first.

(E) Corrective distributions attributable to Roth Elective Deferrals. For any Plan Year in which a Participant may make both Roth Elective Deferrals and Pre-Tax Elective Deferrals, the Administrator operationally may implement an ordering rule procedure for the distribution of Excess Deferrals (Treas. Reg. §1.457-4(e)). Such an ordering rule may specify whether the Pre-Tax Elective Deferrals or Roth Elective Deferrals are distributed first, to the extent such type of Elective Deferrals was made for the year. Furthermore, such procedure may permit the Participant to elect which type of Elective Deferrals shall be distributed first.

(F) Loans. If Participant loans are permitted under the Plan, then the Administrator may modify the loan policy or program to provide limitations on the ability to borrow from, or use as security, a Participant's Roth Elective Deferral account. Similarly, the loan policy or program may be modified to provide for an ordering rule with respect to the default of a loan that is made from the Participant's Roth Elective Deferral account and other accounts under the Plan.

(G) Rollovers. A direct rollover of a distribution from Roth Elective Deferrals shall only be made to a Plan which includes Roth Elective Deferrals as described in Code §402A(e)(1) or to a Roth IRA as described in Code §408A, and only to the extent the rollover is permitted under the rules of Code §402(c).

The Plan shall accept a rollover contribution of Roth Elective Deferrals only if it is a direct rollover from another Plan which permits Roth Elective Deferrals as described in Code

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§402A(e)(1) and only to the extent the rollover is permitted under the rules of Code §402(c). The Employer, operationally and on a uniform and nondiscriminatory basis, may decide whether to accept any such rollovers.

The Plan shall not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Roth Elective Deferral account if the amount of the distributions that are eligible rollover distributions are reasonably expected to total less than \$200 during a year. In addition, any distribution from a Participant's Roth Elective Deferrals are not taken into account in determining whether distributions from a Participant's other accounts are reasonably expected to total less than \$200 during a year. Furthermore, the Plan will treat a Participant's Roth Elective Deferral account and the Participant's other accounts as held under two separate plans for purposes of applying the automatic rollover rules. However, eligible rollover distributions of a Participant's Roth Elective Deferrals are taken into account in determining whether the total amount of the Participant's account balances under the Plan exceed the Plan's limits for purposes of mandatory distributions from the Plan.

The provisions of the Plan that allow a Participant to elect a direct rollover of only a portion of an eligible rollover distribution but only if the amount rolled over is at least \$500 is applied by treating any amount distributed from a Participant's Roth Elective Deferral account as a separate distribution from any amount distributed from the Participant's other accounts in the Plan, even if the amounts are distributed at the same time.

(H) Automatic Enrollment. If the Plan utilizes an automatic enrollment feature as described in Section 3.02(B), then any such automatic contribution shall be a Pre-Tax Elective Deferral.

(I) Operational Compliance. The Plan Administrator will administer Roth Elective Deferrals in accordance with applicable regulations or other binding authority.

3.13 BENEFIT ACCRUAL. If the Employer elects to apply this Section, then effective as of the date adopted, for benefit accrual purposes, the Plan treats an individual who dies or becomes disabled (as defined under the terms of the Plan) while performing qualified military service with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability.

(A) Determination of benefits. The amount of Matching Contributions to be made pursuant to this Section 3.13 shall be determined as though the amount of Salary Reduction Contributions of an individual treated as reemployed under this Section on the basis of the individual's average actual Salary Reduction Contributions for the lesser of: (i) the 12-month period of service with the Employer immediately prior to qualified military service; or (ii) the actual length of continuous service with the Employer.

3.14 ELIGIBLE AUTOMATIC CONTRIBUTION ARRANGEMENT (EACA). As elected in the Adoption Agreement, the Employer maintains a Plan with automatic enrollment provisions as an Eligible Automatic Contribution Arrangement ("EACA"). Accordingly, the Plan will satisfy the (1) uniformity requirements, and (2) notice requirements under this Section.

(A) Uniformity. The Automatic Deferral Percentage must be a uniform percentage of Compensation. All Participants in the EACA, are subject to Automatic Deferrals, except to the extent otherwise provided in this Plan. If a Participant's Affirmative Election expires or otherwise ceases to be in effect, the Participant will immediately thereafter be subject to Automatic Deferrals, except to the extent otherwise provided in this Plan. However, the Plan does not violate the uniform Automatic Deferral Percentage merely because the Plan applies any of the following provisions:

(a) Years of participation. The Automatic Deferral Percentage varies based on the number of plan years the Participant has participated in the Plan while the Plan has applied EACA provisions;

(b) No reduction from prior default percentage. The Plan does not reduce an Automatic Deferral Percentage that, immediately prior to the EACA's effective date was higher (for any Participant) than the Automatic Deferral Percentage;

(c) Applying statutory limits. The Plan limits the Automatic Deferral amount so as not to exceed the limits of Code Section 457(b)(2) (determined without regard to Age 50 Catch-Up Deferrals).

(B) EACA notice. The Plan Administrator annually will provide a notice to each Participant a reasonable period prior to each plan year the Employer maintains the Plan as an EACA ("EACA Plan Year").

(a) Deemed reasonable notice/new Participant. The Plan Administrator is deemed to provide timely notice if the Plan Administrator provides the EACA notice at least 30 days and not more than 90 days prior to the beginning of the EACA Plan Year.

(b) Mid-year notice/new Participant or Plan. If: (a) an Employee becomes eligible to make Salary Reduction Contributions in the Plan during an EACA Plan Year but after the Plan Administrator has provided the annual EACA notice for that plan year; or (b) the Employer adopts mid-year a new Plan as an EACA, the Plan Administrator must provide the EACA notice no later than the date the Employee becomes eligible to make Salary Reduction Contributions. However, if it is not practicable for the notice to be provided on or before the date an Employee becomes a Participant, then the notice will nonetheless be treated as provided timely if it is provided as soon as practicable after that date and the Employee is permitted to elect to defer from all types of Compensation that may be deferred under the Plan earned beginning on that date.

(c) Content. The EACA notice must provide comprehensive information regarding the Participants' rights and obligations under the Plan and must be written in a manner calculated to be understood by the average Participant in accordance with applicable guidance.

(C) EACA permissible withdrawal. If elected in the Adoption Agreement, a Participant who has Automatic Deferrals under the EACA may elect to withdraw all the Automatic Deferrals (and allocable earnings) under the provisions of this Section 3.14. Any distribution made pursuant to this Section will be processed in accordance with normal distribution provisions of the Plan.

(a) Amount. If a Participant elects a permissible withdrawal under this Section, then the Plan must make a

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distribution equal to the amount (and only the amount) of the Automatic Deferrals made under the EACA (adjusted for allocable gains and losses to the date of the distribution). The Plan may separately account for Automatic Deferrals, in which case the entire account will be distributed. If the Plan does not separately account for the Automatic Deferrals, then the Plan must determine earnings or losses in a manner similar to the rules of Treas. Reg. §1.401(k)-2(b)(2)(iv) for distributions of excess contributions.

(b) Fees. Notwithstanding the above, the Plan Administrator may reduce the permissible distribution amount by any generally applicable fees. However, the Plan may not charge a greater fee for distribution under this Section than applies to other distributions. The Plan Administrator may adopt a policy regarding charging such fees consistent with this paragraph.

(c) Timing. The Participant may make an election to withdraw the Automatic Deferrals under the EACA no later than 90 days, or such shorter period as specified in the Adoption Agreement, after the date of the first Automatic Deferral under the EACA. For this purpose, the date of the first Automatic Deferral is the date that the Compensation subject to the Automatic Deferral otherwise would have been includible in the Participant's gross income. Furthermore, a Participant's withdrawal right is not restricted due to the Participant making an Affirmative Election during the 90 day period (or shorter period as specified in Adoption Agreement.).

(d) Rehired Employees. For purposes of this Section, an Employee who for an entire Plan Year did not have contributions made pursuant to a default election under the EACA will be treated as having not had such contributions for any prior Plan Year as well.

(e) Effective date of the actual withdrawal election: The effective date of the permissible withdrawal will be as soon as practicable, but in no event later than the earlier of (1) the pay date of the second payroll period beginning after the election is made, or (2) the first pay date that occurs at least 30 days after the election is made. The election will also be deemed to be an Affirmative Election to have no Salary Reduction Contributions made to the Plan.

(f) Related matching contributions. The Plan Administrator will not take any deferrals withdrawn pursuant to this section into account in computing the contribution and allocation of matching contributions, if any. If the Employer has already allocated matching contributions to the Participant's account with respect to deferrals being withdrawn pursuant to this Section, then the matching contributions, as adjusted for gains and losses, must be forfeited. Except as otherwise provided, the Plan will use the forfeited contributions to reduce future contributions or to reduce plan expenses.

(D) Compensation. Compensation for purposes of determining the amount of Automatic Deferrals has the same meaning as Compensation with regard to Salary Reduction Contributions in general.

(E) Definitions.

(a) Definition of Automatic Deferral. An Automatic Deferral is a Salary Reduction Contribution that results from the operation of this Article III. Under the Automatic Deferral, the Employer automatically will reduce by the Automatic Deferral Percentage as elected the Compensation of each Participant subject to the EACA. The Plan Administrator will cease to apply the Automatic Deferral to a Participant who makes an Affirmative Election as defined in this Section.

(b) Definition of Automatic Deferral

Percentage/Increases. The Automatic Deferral Percentage is the percentage of Automatic Deferral (including any scheduled increase to the Automatic Deferral Percentage the Employer may elect).

(c) Effective date of EACA Automatic Deferral. The effective date of an Employee's Automatic Deferral will be as soon as practicable after the Employee is subject to Automatic Deferrals under the EACA, consistent with (a) applicable law, and (b) the objective of affording the Employee a reasonable period of time after receipt of the notice to make an Affirmative Election (and, if applicable, an investment election).

(d) Definition of Affirmative Election. An Affirmative Election is a Participant's election made after the EACA's Effective Date not to defer any Compensation or to defer more or less than the Automatic Deferral Percentage.

(e) Effective Date of Affirmative Election. A Participant's Affirmative Election generally is effective as of the first payroll period which follows the payroll period in which the Participant made the Affirmative Election. However, a Participant may make an Affirmative Election which is effective: (a) for the first payroll period in which he or she becomes a Participant if the Participant makes an Affirmative Election within a reasonable period following the Participant's entry date and before the Compensation to which the Election applies becomes currently available; or (b) for the first payroll period following the EACA's effective date, if the Participant makes an Affirmative Election not later than the EACA's effective date.

3.15 IN-PLAN ROTH ROLLOVER CONTRIBUTION

(a) Employer Election. The Employer in its Adoption Agreement in which the Employer has elected to permit Roth Deferrals also will elect whether to permit an In-Plan Roth Rollover Contribution in accordance with this Section with regard to otherwise distributable amounts and/or otherwise nondistributable amounts. If the Employer elects to permit such contributions, the Employer in its Adoption Agreement will specify the Effective Date thereof which may not be earlier than distributions made after September 27, 2010, and may not be earlier than January 1, 2013 in the case of rollovers of otherwise nondistributable amounts. An In-Plan Roth Rollover Contribution means a Rollover Contribution to the Plan that consists of a distribution or transfer from a Participant's Plan Account, other than a Roth Deferral Account, that the Participant transfers to the Participant's In-Plan Roth Rollover Contribution Account in the Plan, in accordance with Code §402(c)(4). In-Plan Roth Rollover Contributions will be subject to the Plan rules related to Roth Deferral Accounts, subject to preservation of protected benefits.

(b) Eligibility for Distribution and Rollover. A Participant may not make an In-Plan Roth Rollover Contribution with regard to an otherwise distributable amount which is not an Eligible Rollover Distribution.

(1) Parties eligible to elect. For purposes of eligibility for an In-Plan Roth Rollover, the Plan will treat a Participant's surviving spouse Beneficiary or alternate payee spouse or alternate payee former spouse as a Participant. A non-spouse Beneficiary may not make an In-Plan Roth Rollover.

(2) Distribution from partially Vested account. In-Plan Roth Rollovers are permitted only from Vested amounts allocated to a qualifying source but may be made from partially Vested Accounts. If a distribution is made to a Participant who

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has not incurred a Severance from Employment and who is not fully Vested in the Participant's Account from which the In-Plan Roth Rollover Contribution is to be made, and the Participant may increase the Vested percentage in such Account.

(c) Form and Source of Rollover.

(1) Direct Rollover. An In-Plan Roth Rollover Contribution may be made only by a Direct Rollover.

(2) Account source. A Participant may make an In-Plan Roth Rollover from any account (other than a Roth account).

(3) Cash or in-kind. The Plan Administrator will effect an In-Plan Roth Rollover Contribution by rolling over the Participant's current investments to the In-Plan Roth Rollover Account. A Plan loan so rolled over without changing the repayment schedule is not treated as a new loan. However the Employer may provide that loans cannot be rolled over in an In-Plan Roth Rollover.

(4) No Rollover or Distribution Treatment. Notwithstanding any other Plan provision, an In-Plan Roth Rollover Contribution is not a Rollover Contribution for

purposes of the Plan. Accordingly: (a) if the Employer in its Adoption Agreement has elected \$5,000 as the Plan limit on Mandatory Distributions, the Plan Administrator will take into account amounts attributable to an In-Plan Roth Rollover Contribution, in determining if the \$5,000 limit is exceeded, regardless of the Employer's election as to whether to count Rollover Contributions for this purpose; (b) no spousal consent is required for a Participant to elect to make an In-Plan Roth Rollover Contribution; (c) protected benefits with respect to the amounts subject to the In-Plan Roth Rollover are preserved; and (d) mandatory 20% federal income tax withholding does not apply to the In Plan Roth Rollover Contribution.

(5) In-Plan Roth Rollover Contribution Account. An In-Plan Roth Rollover Contribution Account is a sub-account the Plan Administrator may establish to account for a Participant's Rollover Contributions attributable to the Participant's In-Plan Roth Rollover Contributions. The Plan Administrator has authority to establish such a sub-account, and to the extent necessary, may establish sub-accounts based on the source of the In-Plan Roth Rollover Contribution. The Plan Administrator will administer an In-Plan Roth Rollover Contribution Account in accordance with Code and the Plan provisions.

ARTICLE IV TIME AND METHOD OF PAYMENT OF BENEFITS

4.01 DISTRIBUTION RESTRICTIONS. Except as the Plan provides otherwise, the Plan Administrator or Trustee may not distribute to a Participant the amounts in his or her Account prior to one of the following events:

- (a) The Participant's attaining age 70 1/2;
- (b) The Participant's Severance from Employment; or
- (c) The Participant's death.

4.02 TIME AND METHOD OF PAYMENT OF ACCOUNT. The Plan Administrator, or Trustee at the direction of the Plan Administrator, will distribute to a Participant who has incurred a Severance from Employment the Participant's Vested Account under one or any combination of payment methods and at the time(s) the Adoption Agreement specifies. If the Adoption Agreement permits more than one time or method, the Plan Administrator, in the absence of a Participant election described below, will determine the time and method applicable to a particular Participant. In no event will the Plan Administrator direct (or direct the Trustee to commence) distribution, nor will the Participant elect to have distribution commence, later than the Participant's required beginning date, or under a method that does not satisfy Section 4.03.

(A) Participant Election of Time and Method. The Employer in the Adoption Agreement must elect whether to permit Participants to elect the timing and method of distribution of their Account in accordance with this Section 4.02. The Plan Administrator must consent to the specific terms of any such Participant election and the Plan Administrator in its sole discretion may withhold consent. Subject to the foregoing conditions, a Participant: (1) may elect to postpone distribution of his or her Account beyond the time the Employer has elected in the Adoption Agreement, to any fixed or determinable date including, but not beyond, the Participant's required beginning date; and (2) may elect the method of payment. A Participant in a Tax Exempt Organization Eligible 457 Plan may elect the timing and method of payment of his or her Account no later than 30 days before the date the Plan Administrator or Trustee first would commence payment of the Participant's Account in accordance with the Adoption Agreement. The Plan Administrator must furnish to the Participant a form for the Participant to elect the time and a method of payment. A Participant in a Governmental Eligible 457 Plan is not subject to any such requirement in election the timing or method of payment.

(B) Number of Initial Elections/Subsequent Elections. A Participant in a Tax-Exempt Organization Eligible 457 Plan may make any number of elections or revoke any prior election under Section 4.02(A) within the election period. Once the initial election period expires, a Participant, before payment would commence under the Participant's initial election, may make one additional election to defer (but not to accelerate) the timing of payment of his or her Account and also as to the method of payment.

(C) No Election/Default. If the Participant does not make a timely election regarding the time and method of payment, the Plan Administrator will pay or direct the Trustee to pay the Participant's Account in accordance with the Adoption Agreement.

(D) Mandatory Distribution. The Employer in the Adoption Agreement will elect whether the Plan will make Mandatory

Distributions. If the Employer elects Mandatory Distributions, the Employer may determine operationally whether to include Rollover Contributions in determining whether the Participant is subject to Mandatory Distributions.

4.03 REQUIRED MINIMUM DISTRIBUTIONS. The Plan Administrator may not distribute nor direct the Trustee to distribute the Participant's Account, nor may the Participant elect any distribution his or her Account, under a method of payment which, as of the required beginning date, does not satisfy the minimum distribution requirements of Code §401(a)(9) or which is not consistent with applicable Treasury regulations.

(A) General Rules.

(1) Precedence. The requirements of this Section 4.03 will take precedence over any inconsistent provisions of the Plan.

(2) Requirements of Treasury Regulations Incorporated. All distributions required under this Section 4.03 will be determined and made in accordance with the Treasury regulations under Code §401(a)(9).

(B) Time and Manner of Distribution.

(1) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.

(2) Death of Participant Before Distribution Begins. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(a) Spouse Designated Beneficiary. If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then, except as the Employer may elect in the Adoption Agreement, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant dies, or by December 31 of the calendar year in which the Participant would have attained age 70 1/2, if later.

(b) Non-Spouse Designated Beneficiary. If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then, except as the Employer may elect in the Adoption Agreement, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(c) No Designated Beneficiary. If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(d) Death of Spouse. If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Section 4.03(B)(2) other than Section 4.03(B)(2)(a), will apply as if the surviving spouse were the Participant.

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For purposes of this Section 4.03(B) and Section 4.03(D), unless Section 4.03(B)(2)(d) applies, distributions are considered to begin on the Participant's required beginning date. If Section 4.03(B)(2)(d) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's required beginning date or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a), the date distributions are considered to begin is the date distributions actually commence.

(3) Forms of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Sections 4.03(C) and 4.03(D). If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code §401(a)(9) and the Treasury regulations.

(C) Required Minimum Distributions during Participant's Lifetime.

(1) Amount of Required Minimum Distribution for Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(a) ULT. The quotient obtained by dividing the Participant's account balance by the number in the Uniform Life Table set forth in Treas. Reg. §1.401(a)(9)-9, using the Participant's attained age as of the Participant's birthday in the distribution calendar year; or

(b) Younger Spouse. If the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in Treas. Reg. §1.401(a)(9)-9, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

(2) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this Section 4.03(C) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(D) Required Minimum Distributions after Participant's Death.

(1) Death On or After Distributions Begin.

(a) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:

(i) Participant's Life Expectancy. The Participant's remaining life expectancy is calculated using the attained age of the Participant as of the Participant's birthday in

the calendar year of death, reduced by one for each subsequent calendar year.

(ii) Spouse's Life Expectancy. If the Participant's surviving spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the attained age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(iii) Non-Spouse's Life Expectancy. If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the attained age of the Beneficiary as of the Beneficiary's birthday in the calendar year following the calendar year of the Participant's death, reduced by one for each subsequent calendar year.

(b) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the calendar year after the calendar year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the calendar year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the attained age of the Participant as of the Participant's birthday in the calendar year of death, reduced by one for each subsequent calendar year.

(2) Death before Date Distributions Begin.

(a) Participant Survived by Designated Beneficiary. Except as the Employer may elect in the Adoption Agreement, if the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Section 4.03(D)(1).

(b) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(c) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a), this Section 4.03(D)(2) will apply as if the surviving spouse were the Participant.

(d) 5-year or Life Expectancy rule; possible election. The Employer in its Adoption Agreement will elect whether distribution of the Participant's Account will be made in accordance with the life expectancy rule under Section 4.03(D)(2)(a) or the 5-year rule under Section 4.03(D)(2)(b). The Employer's election may permit a Designated Beneficiary to elect which of these rules will apply or may specify which rule applies. However, the life expectancy rule (whether subject to

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election or not) applies only in the case of a Designated Beneficiary. The 5-year rule applies as to any Beneficiary who is not a Designated Beneficiary. A permitted election under this Section must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under Section 4.03(D)(2)(a), or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving spouse's) death.

(E) Definitions.

(1) Designated Beneficiary. The individual who is designated as the Beneficiary under the Plan and is the designated beneficiary under Code §401(a)(9) and Treas. Reg. §1.401(a)(9)-1, Q&A-4.

(2) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which the distributions are required to begin under Section 4.03(B)(2). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, will be made on or before December 31 of that distribution calendar year.

(3) Life expectancy. Life expectancy as computed by use of the Single Life Table in Treas. Reg. §1.401(a)(9)-9.

(4) Participant's account balance. The account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any Rollover Contributions or Transfers to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

(5) Required beginning date. A Participant's required beginning date is the April 1 of the calendar year following the later of: (1) the calendar year in which the Participant attains age 70 1/2, or (2) the calendar year in which the Participant retires or such other date under Code §401(a)(9) by which required minimum distributions must commence.

4.04 DEATH BENEFITS. Upon the death of the Participant, the Plan Administrator must pay or direct the Trustee to pay the Participant's Account in accordance with Section 4.03. Subject to Section 4.03, a Beneficiary may elect the timing and method of payment in the same manner as a Participant may elect under Section 4.02, if such elections apply.

If a Participant dies while performing qualified military service (as defined in Code §414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death.

4.05 DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT. The Employer must elect in the Adoption Agreement whether to permit in-service distributions of a Participant's Vested Account under this Section 4.05, notwithstanding the Section 4.01 distribution restrictions.

(A) Unforeseeable Emergency. In the event of a Participant's or the Participant's spouse, dependents or beneficiaries' unforeseeable emergency, the Plan Administrator may make a distribution to a Participant who has not incurred a Severance from Employment (or who has incurred a Severance but will not begin to receive payments until some future date). In the event of an unforeseeable emergency, the Plan Administrator also may accelerate payments to a Participant or to a Beneficiary. The Plan Administrator will establish a policy for determining whether an unforeseeable emergency exists. An unforeseeable emergency is a severe financial hardship of a Participant or Beneficiary resulting from: (1) illness or accident of the Participant, the Beneficiary, or the Participant's or Beneficiary's spouse or dependent (as defined in Code §152(a)); (2) loss of the Participant's or Beneficiary's property due to casualty; (3) the need to pay for the funeral expenses of the Participant's or Beneficiary's spouse or dependent (as defined in Code §152(a)); or (4) other similar extraordinary and unforeseeable circumstances arising from events beyond the Participant's or Beneficiary's control, or which applicable law may define as an unforeseeable emergency. The Plan Administrator will not pay the Participant or the Beneficiary more than the amount reasonably necessary to satisfy the emergency need, which may include amounts necessary to pay taxes or penalties on the distribution. The Plan Administrator will not make payment to the extent the Participant or Beneficiary may relieve the financial hardship by cessation of deferrals under the Plan, through insurance or other reimbursement, or by liquidation of the individual's assets to the extent such liquidation would not cause severe financial hardship.

The Participant's Beneficiary is a person who a Participant designates and who is or may become entitled to a Participant's Plan Account upon the Participant's death.

(B) De minimis distribution. In accordance with the Employer's Adoption Agreement elections, the Plan Administrator may allow a Participant to elect to receive a distribution or the Plan Administrator will distribute (without a Participant election) any amount of the Participant's Account where: (1) the Participant's Account (disregarding Rollover Contributions) does not exceed \$5,000 (or such other amount as does not exceed the Code §411(a)(11)(A) dollar amount); (2) the Participant has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (3) the Participant has not received a prior distribution under this Section 4.05(B).

(C) Distribution of Rollover Contributions. The Employer in the Adoption Agreement may elect to permit a Participant to request and to receive distribution of the Participant's Account attributable to Rollover Contributions (but not to Transfers) before the Participant has a distributable event under Section 4.01.

4.06 DISTRIBUTIONS UNDER QUALIFIED DOMESTIC RELATIONS ORDERS (QDROs).

Notwithstanding any other provision of this Plan, the Employer in the Adoption Agreement may elect to apply the QDRO provisions of this Section 4.06. If Section 4.06 applies, the Plan Administrator (and any Trustee) must comply with the terms of a QDRO, as defined in Code §414(p), which is issued with respect to the Plan.

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(A) Time and Method of Payment. This Plan specifically permits distribution to an alternate payee under a QDRO at any time, notwithstanding any contrary Plan provision and irrespective of whether the Participant has attained his or her earliest retirement age (as defined under Code §414(p)) under the Plan. A distribution to an alternate payee prior to the Participant's attainment of earliest retirement age is available only if the QDRO specifies distribution at that time or permits an agreement between the Plan and the alternate payee to authorize an earlier distribution. Nothing in this Section 4.06 gives a Participant a right to receive distribution at a time the Plan otherwise does not permit nor authorizes the alternate payee to receive a form of payment the Plan does not permit.

(B) QDRO Procedures. The Plan Administrator must establish reasonable procedures to determine the qualified status of a domestic relations order. Upon receiving a domestic relations order, the Plan Administrator promptly will notify the Participant and any alternate payee named in the order, in writing, of the receipt of the order and the Plan's procedures for determining the qualified status of the order. Within a reasonable period of time after receiving the domestic relations order, the Plan Administrator must determine the qualified status of the order and must notify the Participant and each alternate payee, in writing, of the Plan Administrator's determination. The Plan Administrator must provide notice under this paragraph by mailing to the individual's address specified in the domestic relations order.

(C) Accounting. If any portion of the Participant's Account Balance is payable under the domestic relations order during the period the Plan Administrator is making its determination of the qualified status of the domestic relations order, the Plan Administrator must maintain a separate accounting of the amounts payable. If the Plan Administrator determines the order is a QDRO within 18 months of the date amounts first are payable following receipt of the domestic relations order, the Plan Administrator will distribute or will direct the Trustee to distribute the payable amounts in accordance with the QDRO. If the Plan Administrator does not make its determination of the qualified status of the order within the 18-month determination period, the Plan Administrator will distribute or will direct the Trustee to distribute the payable amounts in the manner the Plan would distribute if the order did not exist and will apply the order prospectively if the Plan Administrator later determines the order is a QDRO.

To the extent it is not inconsistent with the provisions of the QDRO, the Plan Administrator may segregate or may direct the Trustee to segregate the QDRO amount in a segregated investment account. The Plan Administrator or Trustee will make any payments or distributions required under this Section 4.06 by separate benefit checks or other separate distribution to the alternate payee(s).

(D) Permissible QDROs. A domestic relations order that otherwise satisfies the requirements for a qualified domestic relations order ("QDRO") will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death.

4.07 DIRECT ROLLOVER OF ELIGIBLE ROLLOVER DISTRIBUTIONS – GOVERNMENTAL PLAN.

(A) Participant Election. A Participant (including for this purpose, a former Employee) in a Governmental Eligible 457 Plan may elect, at the time and in the manner the Plan

Administrator prescribes, to have any portion of his or her eligible rollover distribution from the Plan paid directly to an eligible retirement plan specified by the Participant in a direct rollover election. For purposes of this election, a "Participant" includes as to their respective interests, a Participant's surviving spouse and the Participant's spouse or former spouse who is an alternate payee under a QDRO.

(B) Rollover and Withholding Notice. At least 30 days and not more than 180 days prior to the Trustee's distribution of an eligible rollover distribution, the Plan Administrator must provide a written notice (including a summary notice as permitted under applicable Treasury regulations) explaining to the distributee the rollover option, the applicability of mandatory 20% federal withholding to any amount not directly rolled over, and the recipient's right to roll over within 60 days after the date of receipt of the distribution ("rollover notice").

(C) Default distribution or rollover. Except as provided in Paragraph (D), in the case of a Participant who does not elect timely to roll over or to receive distribution of his or her Account, the Plan Administrator or the Trustee, at the Plan Administrator's direction, may distribute to the Participant or may directly roll over the Participant's Account in accordance with the Plan's rollover notice.

(D) Mandatory default rollover. If (1) the Plan is a Governmental Eligible 457 Plan, (2) the Plan makes a mandatory distribution after the Code §401(a)(31)(B) Effective Date, greater than \$1,000, and (3) the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution directly, then the Plan Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Plan Administrator.

(E) Non-spouse beneficiary rollover right. A non-spouse beneficiary who is a "designated beneficiary" under Section 4.03(E)(1), by a direct trustee-to-trustee transfer ("direct rollover"), may roll over all or any portion of his or her distribution to an individual retirement account the beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an eligible rollover distribution.

(1) Certain requirements not applicable. Although a non-spouse beneficiary may roll over directly a distribution as provided in Section 4.07(E), the distribution is not subject to the direct rollover requirements of Code §401(a)(31) (including the automatic rollover provisions of Code §401(a)(31)(B)), the notice requirements of Code §402(f) or the mandatory withholding requirements of Code §3405(c). If a non-spouse beneficiary receives a distribution from the Plan, the distribution is not eligible for a "60-day" rollover.

(2) Trust beneficiary. If the Participant's named beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of Code §401(a)(9)(E).

(3) Required minimum distributions not eligible for rollover. A non-spouse beneficiary may not roll over an amount which is a required minimum distribution, as determined under applicable Treasury regulations and other Revenue Service guidance. If the Participant dies before his or her required beginning date and the non-spouse beneficiary rolls over to an IRA the maximum amount eligible for rollover, the beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Treas. Reg. §1.401(a)(9)-3, A-4(c), in

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determining the required minimum distributions from the IRA that receives the non-spouse beneficiary's distribution.

(F) Definitions. The following definitions apply to this Section:

(1) Eligible rollover distribution. An eligible rollover distribution is any distribution of all or any portion of a Participant's Account, except an eligible rollover distribution does not include: (a) any distribution which is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Participant or the joint lives (or joint life expectancies) of the Participant and the Participant's designated Beneficiary, or for a specified period of ten years or more; (b) any Code §401(a)(9) required minimum distribution; (c) any unforeseeable emergency distribution; and (d) any distribution which otherwise would be an eligible rollover distribution, but where the total distributions to the Participant during that calendar year are reasonably expected to be less than \$200.

(2) Eligible retirement plan. An eligible retirement plan is an individual retirement account described in Code §408(a), an individual retirement annuity described in Code §408(b), an annuity plan described in Code §403(a), a qualified plan described in Code §401(a), an annuity contract (or custodial agreement) described in Code §403(b), or an eligible deferred compensation plan described in Code §457(b) and maintained by an Employer described in Code §457(e)(1)(A), which accepts the Participant's, the Participant's spouse or alternate payee's eligible rollover distribution.

A Participant or beneficiary may elect to roll over directly an eligible rollover distribution to a Roth IRA described in Code §408A(b). For this purpose, the term "eligible rollover distribution" includes a rollover distribution described in this Section.

(3) Direct rollover. A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

(4) Mandatory distribution. A mandatory distribution is an eligible rollover distribution without the Participant's consent before the Participant attains the later of age 62 or Normal

Retirement Age (see paragraph 3.05 (B)). A distribution to a beneficiary is not a mandatory distribution.

(5) 401(a)(31)(B) Effective Date. The 401(a)(31)(B) Effective Date is the date of the close of the first regular legislative session of the legislative body with the authority to amend the Plan that begins on or after January 1, 2006.

4.08 ELECTION TO DEDUCT FROM DISTRIBUTION.

An Eligible Retired Public Safety Officer may elect annually for that taxable year to have the Plan deduct an amount from a distribution which the Eligible Retired Public Safety Officer otherwise would receive and include in income. The Plan will pay such deducted amounts directly to pay qualified health insurance premiums.

(A) Direct payment. The Plan will pay directly to the provider of the accident or health insurance plan or qualified long-term care insurance contract the amounts the Eligible Retired Public Safety Officer has elected to have deducted from the distribution. Such amounts may not exceed the lesser of \$3,000 or the amount the Participant paid for such taxable year for qualified health insurance premiums, and which otherwise complies with Code §402(l).

(B) Definitions.

(1) Eligible retired public safety officer. An "Eligible Retired Public Safety Officer" is an individual who, by reason of disability or attainment of Normal Retirement Age, is separated from service as a Public Safety Officer with the Employer.

(2) Public safety officer. A "Public Safety Officer" has the same meaning as in Section 1204(9)(A) of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3796b(9)(A)).

(3) Qualified health insurance premiums. The term "qualified health insurance premiums" means premiums for coverage for the Eligible Retired Public Safety Officer, his or her spouse, and dependents, by an accident or health insurance plan or qualified long-term care insurance contract (as defined in Code §7702B(b)).

ARTICLE V

PLAN ADMINISTRATOR - DUTIES WITH RESPECT TO PARTICIPANTS' ACCOUNTS

5.01 TERM/VACANCY. The Plan Administrator will serve until his or her successor is appointed. In case of a vacancy in the position of the Plan Administrator, the Employer will exercise any and all of the powers, authority, duties and discretion conferred upon the Plan Administrator pending the filling of the vacancy.

5.02 POWERS AND DUTIES. The Plan Administrator will have the following powers and duties:

- (a) To select a committee to assist the Plan Administrator;
- (b) To select a secretary for the committee, who need not be a member of the committee;
- (c) To determine the rights of eligibility of an Employee to participate in the Plan and the value of a Participant's Account;
- (d) To adopt rules and procedures and to create administrative forms necessary for the proper and efficient administration of the Plan provided the rules, procedures and forms are not inconsistent with the terms of the Plan;
- (e) To construe and enforce the terms of the Plan and the rules and regulations the Plan Administrator adopts, including interpretation of the Plan documents and documents related to the Plan's operation;
- (f) To direct the distribution of a Participant's Account;
- (g) To review and render decisions respecting a claim for (or denial of a claim for) a benefit under the Plan;
- (h) To furnish the Employer with information which the Employer may require for tax or other purposes;
- (i) To establish a policy in making distributions for unforeseeable emergencies;
- (j) To establish under a Governmental Eligible 457 Plan, policies regarding the receipt of Rollover Contributions and default rollover distributions;
- (k) To establish a policy regarding the making and the receipt of Transfers;
- (l) To establish a policy regarding Participant or Beneficiary direction of investment;
- (m) To engage the services of any person to invest any Account under this Plan and to direct such person to make payment to a Participant of his or her Vested Account;
- (n) To establish under a Governmental Eligible 457 Plan, a policy (see Section 5.02(A)) which the Trustee must observe in making loans, if any, to Participants and Beneficiaries;
- (o) To undertake correction of any Plan failures as necessary to preserve eligible Plan status; and
- (p) To undertake any other action the Plan Administrator deems reasonable or necessary to administer the Plan.

The Plan Administrator shall have total and complete discretion to interpret and construe the Plan and to determine all questions arising in the administration, interpretation and application of the Plan. Any determination the Plan

Administrator makes under the Plan is final and binding upon any affected person.

(A) Loan Policy. In a Governmental Eligible 457 Plan, the Plan Administrator, in its sole discretion, may establish, amend or terminate from time to time, a nondiscriminatory policy which the Trustee must observe in making Plan loans, if any, to Participants and to Beneficiaries. If the Plan Administrator adopts a loan policy, the loan policy must be a written document and must include: (1) the identity of the person or positions authorized to administer the participant loan program; (2) the procedure for applying for a loan; (3) the criteria for approving or denying a loan; (4) the limitations, if any, on the types and amounts of loans available; (5) the procedure for determining a reasonable rate of interest; (6) the types of collateral which may secure the loan; and (7) the events constituting default and the steps the Plan will take to preserve Plan assets in the event of default. A loan policy the Plan Administrator adopts under this Section 5.02(A) is part of the Plan, except that the Plan Administrator may amend or terminate the policy without regard to Section 9.01.

(B) QDRO Policy. If the QDRO provisions of Section 4.06 apply, the Plan Administrator will establish QDRO procedures.

5.03 COMPENSATION. The Plan Administrator and the members of the Committee will serve without compensation for services, but the Employer will pay all expenses of the Plan Administrator and Committee.

5.04 AUTHORIZED REPRESENTATIVE. The Plan Administrator may authorize any one of the members of the Committee, if any, or the Committee's Secretary, to sign on the Plan Administrator's behalf any Plan notices, directions, applications, certificates, consents, approvals, waivers, letters or other documents.

5.05 INDIVIDUAL ACCOUNTS/RECORDS. The Plan Administrator will maintain a separate Account in the name of each Participant to reflect the value of the Participant's Deferred Compensation under the Plan. The Plan Administrator will maintain records of its activities.

5.06 VALUE OF PARTICIPANT'S ACCOUNT. The value of each Participant's Account consists of his or her accumulated Deferred Compensation, as of the most recent Accounting Date or any later date as the Plan Administrator may determine.

5.07 ACCOUNT ADMINISTRATION, VALUATION AND EXPENSES.

(A) Individual Accounts. The Plan Administrator, as necessary for the proper administration of the Plan, will maintain, or direct the Trustee to maintain, a separate Account, or multiple Accounts, in the name of each Participant to reflect the Participant's Account Balance under the Plan. The Plan Administrator will make its allocations of Employer Contributions and of Earnings, or will request the Trustee to make such allocations, to the Accounts of the Participants as necessary to maintain proper Plan records and in accordance with the applicable: (i) Contribution Types; (ii) allocation conditions; (iii) investment account types; and (iv) Earnings allocation methods. The Plan Administrator may also maintain, or direct the Trustee to maintain, a separate temporary Account for Participant forfeitures which occur during a Plan Year, pending their accrual and allocation in accordance with the Plan terms, or for other special items as the Plan Administrator

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determines is necessary and appropriate for proper plan administration.

(1) By Contribution Type. The Plan Administrator, will establish Plan Accounts for each Participant as necessary to reflect his or her Accounts attributable to the following Contribution Types and the Earnings attributable thereto: Pre-Tax Deferrals, Roth Deferrals, Matching Contributions, Nonelective Contributions, Rollover Contributions (including Roth versus pre-tax amounts), and Transfers.

(2) By investment account type. The Plan Administrator will establish separate Accounts for each Participant as necessary to reflect his or her investment account types as described below:

(a) Pooled Accounts. A Pooled Account is an Account which for investment purposes is not a Segregated Account or a Participant-Directed Account. If any or all Plan investment Accounts are Pooled Accounts, each Participant's Account has an undivided interest in the assets comprising the Pooled Account. In a Pooled Account, the value of each Participant's Account Balance consists of that proportion of the net worth (at fair market value) of the Trust Fund which the net credit balance in his or her Account (exclusive of the cash value of incidental benefit insurance contracts) bears to the total net credit balance in the Accounts of all Participants plus the cash surrender value of any insurance contracts held by the Trustee on the Participant's life. As of each Valuation Date, the Plan Administrator must reduce a Participant-Directed Account for any forfeiture arising from Section 5.07 after the Plan Administrator has made all other allocations, changes or adjustments to the Account (excluding Earnings) for the valuation period.

(b) Participant-Directed Accounts. A Participant-Directed Account is an Account that the Plan Administrator establishes and maintains or directs the Trustee to establish and maintain for a Participant to invest in one or more assets that are not pooled assets held by the Trust, such as assets in a brokerage account or other property in which other Participants do not have any interest. As the Plan Administrator determines, a Participant-Directed Account may provide for a limited number and type of investment options or funds, or may be open-ended and subject only to any limitations imposed by applicable law. A Participant may have one or more Participant-Directed Accounts in addition to Pooled or Segregated Accounts. A Participant-Directed Account is credited and charged with the Earnings. As of each Valuation Date, the Plan Administrator must reduce a Participant-Directed Account for any forfeiture arising from Section 5.07 after the Plan Administrator has made all other allocations, changes or adjustments to the Account (excluding Earnings) for the valuation period.

(c) Segregated Accounts. A Segregated Account is an Account the Plan Administrator establishes and maintains or directs the Trustee to establish and maintain for a Participant: (i) to facilitate installment payments; (ii) to hold a QDRO amount; (iii) to prevent a distortion of Plan Earnings allocations; or (iv) for such other purposes as the Plan Administrator may direct. A Segregated Account receives all income it earns and bears all expense or loss it incurs. The Trustee will invest the assets of a Segregated Account consistent with the purpose for which the Plan Administrator or Trustee established the Account. As of each Valuation Date, the Plan Administrator must reduce a Segregated Account for any forfeiture arising after the Plan

Administrator has made all other allocations, changes or adjustments to the Account (excluding Earnings) for the Valuation Period. Notwithstanding anything in this Section to the contrary, transferred amounts are not required to be separately accounted for and may be combined with the corresponding Account maintained in this Plan provided all rights, benefits and features and other attributes are identical with respect to each account, or are identical after the combination and such combination does not result in the impermissible elimination of any Code §411(d)(6) protected benefits.

(3) Amount of Account/distributions. The amount of a Participant's Account, as determined by the Plan Administrator, is equal to the sum of all contributions, Earnings and other additions credited to the Account, less all distributions (including distributions to Beneficiaries and to alternate payees and also including disbursement of Plan loan proceeds), expenses and other charges against the Account as of a Valuation Date or other relevant date. For purposes of a distribution under the Plan, the amount of a Participant's Account Balance is determined based upon its value on the Valuation Date immediately preceding or coinciding with the date of the distribution. If any or all Plan investment Accounts are Participant-Directed Accounts, the directing Participant's Account Balance consists of the assets held within the Participant-Directed Account and the value of the Account is determined based upon the fair market value of such assets.

(4) Account statements. As soon as practicable after the Accounting Date of each Plan Year, the Plan Administrator will deliver to each Participant (and to each Beneficiary) a statement reflecting the amount of his or her Account Balance in the Trust as of the statement date or most recent Valuation Date. No Participant, except the Plan Administrator/Participant or Trustee/Participant, has the right to inspect the records reflecting the Account of any other Participant.

(B) Allocation of Earnings. This Section 5.07(B) applies solely to the allocation of Earnings of the Trust Fund. The Plan Administrator will allocate Employer Contributions and Participant forfeitures, if any, in accordance with Article III. Earnings means the net income, gain or loss earned by a particular Account, by the Trust, or with respect to a contribution or to a distribution, as the context requires.

(1) Allocate as of Valuation Date. As of each Valuation Date, the Plan Administrator must adjust Accounts to reflect Earnings for the Valuation Period since the last Valuation Date.

(2) Definition of Valuation Date. A Valuation Date under this Plan is each: (a) Accounting Date; (b) Valuation Date the Employer elects in the Adoption Agreement; or (c) Valuation Date the Plan Administrator establishes. The Employer in the Adoption Agreement or the Plan Administrator may elect alternative Valuation Dates for the different Contribution Types which the Plan Administrator maintains under the Plan.

(3) Definition of Valuation Period. The Valuation Period is the period beginning on the day after the last Valuation Date and ending on the current Valuation Date.

(4) Allocation methods. The Plan Administrator will allocate Earnings to the Participant Accounts in accordance with the daily valuation method, balance forward method, balance

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forward with adjustment method, weighted average method, Participant-Directed Account method, or other method the Employer elects under the Adoption Agreement. The Employer in the Adoption Agreement may elect alternative methods under which the Plan Administrator will allocate the Earnings to the Accounts reflecting different Contribution Types or investment Account types which the Plan Administrator maintains under the Plan. The Plan Administrator first will adjust the Participant Accounts, as those Accounts stood at the beginning of the current Valuation Period, by reducing the Accounts for any forfeitures, distributions, and loan disbursement payments arising under the Plan, for expenses charged during the Valuation Period to the Accounts (expenses directly related to a Participant's Account). The Plan Administrator then, subject to the restoration allocation requirements of the Plan, will allocate Earnings under the applicable valuation method.

(a) Daily valuation method. If the Employer in the Adoption Agreement elects to apply the daily valuation method, the Plan Administrator will allocate Earnings on each day of the Plan Year for which Plan assets are valued on an established market and the Trustee is conducting business. Under the daily valuation method, all assets subject to such method are subject to daily valuation. The assets may be held in Participant-Directed Accounts or in Accounts which are subject to Trustee or other fiduciary investment direction.

(b) Balance forward method. If the Employer in the Adoption Agreement elects to apply the balance forward method, the Plan Administrator will allocate Earnings pro rata to the adjusted Participant Accounts, since the last Valuation Date.

(c) Balance forward with adjustment method. If the Employer in the Adoption Agreement elects to apply the balance forward with adjustment method, the Plan Administrator will allocate pursuant to the balance forward method, except it will treat as part of the relevant Account at the beginning of the Valuation Period the percentage of the contributions made as the Employer elects in the Adoption Agreement, during the Valuation Period the Employer elects in the Adoption Agreement.

(d) Weighted average method. If the Employer in the Adoption Agreement elects to apply a weighted average allocation method, the Plan Administrator will allocate pursuant to the balance forward method, except it will treat a weighted portion of the applicable contributions as if includible in the Participant's Account as of the beginning of the Valuation Period. The weighted portion is a fraction, the numerator of which is the number of months in the Valuation Period, excluding each month in the Valuation Period which begins prior to the contribution date of the applicable contributions, and the denominator of which is the number of months in the Valuation Period. The Employer in the Adoption Agreement may elect to substitute a weighting period other than months for purposes of this weighted average allocation.

(e) Participant-Directed Account method. The Employer in the Adoption Agreement must elect to apply the Participant-Directed Account method to any Participant-Directed Account under the Plan. Under the Participant-Directed Account method: (i) each Participant-Directed Account is credited and charged with the Earnings such Account generates; (ii) the Employer's election, if any, in the Adoption Agreement of another method for the allocation of Earnings will not apply to any Participant-Directed Account; and (iii) the Participant-

Directed Account may be valued as often as daily, but will be valued at least annually, and all assets in the Account are not necessarily valued on the same frequency. An Account which is subject to the Participant-Directed Account method includes an individual brokerage account or similar account in title to the Trustee for the benefit of the Participant.

(C) Allocation of Net Income, Gain or Loss (No Trust). In a Tax-Exempt Eligible 457 Plan that does not maintain a trust the Plan Administrator will allocate net income, gain or loss in accordance with this provision. As of each Accounting Date (and each other valuation date determined under the Adoption Agreement), the Plan Administrator will adjust Accounts to reflect net income, gain or loss, if any, since the last Accounting Date or Account valuation. The Employer in the Adoption Agreement will elect the method for allocating net income gain or loss. The Plan Administrator will continue to allocate net income, gain and loss to a Participant's Account subject to an installment distribution, until the Account is fully distributed.

5.08 ACCOUNT CHARGED. The Plan Administrator will charge all distributions made to a Participant or to his or her Beneficiary, or transferred under Section 9.03 from his or her Account, against the Account of the Participant when made.

5.09 OWNERSHIP OF FUND/TAX-EXEMPT ORGANIZATION. If the Employer is a Tax-Exempt Organization, the Plan is an unfunded plan and all Deferred Compensation, property and rights to property purchased by Deferred Compensation and all income attributable thereto remain, until paid or made available under the Plan, the sole property and rights of the Employer, subject only to the claims of the Employer's general creditors. No Participant or Beneficiary will have any vested interest or secured or preferred position with respect to an Account or have any claim against the Employer except as a general creditor. No Participant or Beneficiary shall have any right to sell, assign, transfer or otherwise convey his or her Account or any interest in his or her Deferred Compensation. The Employer or the Plan Administrator, acting as the Employer's agent, may enter into a trust agreement solely for the purpose of investing all or part of the Accounts, which will be subject to the claims of the Employer's general creditors, and in which the Participants or Beneficiaries will not have a vested interest nor a secured or preferred position or have any claim except as the Employer's general creditor. The Employer may not purchase life insurance contracts under this Plan unless the Employer retains all incidents of ownership in such contracts, the Employer is the sole beneficiary of such contracts and the Employer is not under any obligation to transfer the contracts or pass through the proceeds to any Participant or to his or her Beneficiary. The Employer may adopt and attach to the Plan as "Appendix A," the Internal Revenue Service Model Rabbi Trust under Rev. Proc. 92-64 (as amended) to hold the assets of a Tax-Exempt Organization Eligible 457 Plan. If the Employer adopts the Model Rabbi Trust, the Plan incorporates by reference the provisions of the Model Rabbi Trust as if fully set forth herein.

5.10 PARTICIPANT DIRECTION OF INVESTMENT. Subject to the terms of the Plan Administrator's adopted policy, if any, and also to written consent of the Trustee, if the Plan has a Trust, a Participant will have the right to direct the investment or re-investment of the assets comprising the Participant's Account. The Plan Administrator will account separately for the Participant-Directed Accounts. The Participant's right to direct investment does not give the Participant any vested interest or secured or preferred position with respect to assets over which he/she has investment responsibility.

5.11 VESTING/SUBSTANTIAL RISK OF FORFEITURE. The Employer in the Adoption Agreement may

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elect to apply a vesting schedule or to specify any other Substantial Risk of Forfeiture applicable to any or all Deferral Contributions.

(A) Forfeiture Allocation. The Employer in the Adoption Agreement must elect the method the Plan Administrator will use to allocate any Participant forfeitures, including those related to lost Participants under Section 5.14. However, if a forfeiture allocation method is not selected in the adoption agreement, forfeitures are allocated as an Employer Contribution. The Plan Administrator will allocate a forfeiture in the Plan Year in which the forfeiture occurs or in the next following Plan Year.

5.12 PRESERVATION OF ELIGIBLE PLAN STATUS.

The Plan Administrator may elect to sever from this Plan and to treat as a separate 457 plan, the Accounts of any Participants who have Excess Deferrals that the Plan Administrator has not corrected in accordance with Section 3.10 or in the case of any other Code §457(b) failure that the Employer may not otherwise correct, and which failure would result in the Plan ceasing to be an Eligible 457 Plan. In such event, the Plan Administrator will take any necessary or appropriate action consistent with the Employer's maintenance of separate 457 plans and with preservation of Eligible 457 Plan status of this Plan.

5.13 LIMITED LIABILITY. The Employer will not be liable to pay plan benefits to a Participant in excess of the value of the Participant's Account as the Plan Administrator determines in accordance with the Plan terms. Neither the Employer nor the Plan Administrator will be liable for losses arising from depreciation or shrinkage in the value of any investments acquired under this Plan.

5.14 LOST PARTICIPANTS. If the Plan Administrator is unable to locate any Participant or Beneficiary whose Account becomes distributable (a "lost Participant"), the Plan Administrator will apply the provisions of this Section 5.14.

(A) Attempt to Locate. The Plan Administrator will attempt to locate a lost Participant and may use one or more of the following methods: (1) provide a distribution notice to the lost Participant at his or her last known address by certified or registered mail; (2) use a commercial locator service, the internet or other general search method; (3) use the Social Security Administration or PBGC search program; or (4) use such other methods as the Plan Administrator believes prudent.

(B) Failure to Locate. If a lost Participant remains unlocated for 6 months following the date the Plan Administrator first attempts to locate the lost Participant using one or more of the methods described in Section 5.14(A), the Plan Administrator may forfeit the lost Participant's Account. If the Plan Administrator forfeits the lost Participant's Account, the forfeiture occurs at the end of the above-described 6-month period and the Plan Administrator will allocate the forfeiture in accordance with Section 5.11. The Plan Administrator under this Section 5.14(B) will forfeit the entire Account of the lost Participant, including Salary Reduction Contributions.

If a lost Participant whose Account was forfeited thereafter at any time but before the Plan has been terminated makes a claim for his or her forfeited Account, the Plan Administrator will restore the forfeited Account to the same dollar amount as the amount forfeited, unadjusted for net income, gains or losses occurring subsequent to the forfeiture. The Plan Administrator will make the restoration in the Plan Year in which the lost Participant makes the claim, first from the amount, if any, of Participant forfeitures the Plan Administrator otherwise would allocate for the Plan Year, then from the amount, if any, of Trust net income or gain for the Plan Year and last from the amount or

additional amount the Employer contributes to the Plan for the Plan Year. The Plan Administrator will distribute the restored Account to the lost Participant not later than 60 days after the close of the Plan Year in which the Plan Administrator restores the forfeited Account.

(C) Nonexclusivity and Uniformity. The provisions of this Section 5.14 are intended to provide permissible but not exclusive means for the Plan Administrator to administer the Accounts of lost Participants. The Plan Administrator may utilize any other reasonable method to locate lost Participants and to administer the Accounts of lost Participants, including the default rollover under Section 4.07(C) and such other methods as the Revenue Service or the U.S. Department of Labor ("DOL") may in the future specify. The Plan Administrator will apply Section 5.14 in a reasonable manner, but may in determining a specific course of action as to a particular Account, reasonably take into account differing circumstances such as the amount of a lost Participant's Account, the expense in attempting to locate a lost Participant, the Plan Administrator's ability to establish and the expense of establishing a rollover IRA, and other factors. The Plan Administrator may charge to the Account of a lost Participant the reasonable expenses incurred under this Section 5.14 and which are associated with the lost Participant's Account.

5.15 PLAN CORRECTION. The Plan Administrator, in conjunction with the Employer and Trustee as appropriate, may undertake such correction of Plan errors as the Plan Administrator deems necessary, including but not limited to correction to maintain the Plan's status as an Eligible 457 Plan. The Plan Administrator under this Section 5.15 also may undertake Plan correction in accordance with any correction program that the Internal Revenue Service makes applicable to 457 plans.

ARTICLE VI PARTICIPANT ADMINISTRATIVE PROVISIONS

6.01 BENEFICIARY DESIGNATION. A Participant from time to time may designate, in writing, any person(s) (including a trust or other entity), contingently or successively, to whom the Plan Administrator or Trustee will pay the Participant's Account (including any life insurance proceeds payable to the Participant's Account) in the event of death. A Participant also may designate the method of payment of his or her Account. The Plan Administrator will prescribe the form for the Participant's written designation of Beneficiary and, upon the Participant's filing the form with the Plan Administrator, the form revokes all designations filed prior to that date by the same Participant. A divorce decree, or a decree of legal separation, revokes the Participant's designation, if any, of his or her spouse as his or her Beneficiary under the Plan unless the decree or a QDRO provides otherwise. The foregoing revocation provision (if applicable) applies only with respect to a Participant whose divorce becomes effective on or following the date the Employer executes the Adoption Agreement, unless the Employer in the Adoption Agreement specifies a different effective date.

6.02 NO BENEFICIARY DESIGNATION. If a Participant fails to name a Beneficiary in accordance with Section 6.01, or if the Beneficiary named by a Participant predeceases the Participant, then the Plan Administrator will pay the Participant's remaining Account in accordance with Article IV in the following order of priority, to:

- (a) The Participant's surviving spouse; or
- (b) The Participant's children (including adopted children), in equal shares by right of representation (one share for each surviving child and one share for each child who predeceases the Participant with living descendants); and if none to
- (c) Parents. The Participant's surviving parents, in equal shares; and if none to
- (d) The Participant's estate.

If the Beneficiary survives the Participant, but dies prior to distribution of the Participant's entire Account, the Trustee will pay the remaining Account to the Beneficiary's estate unless: (1) the Participant's Beneficiary designation provides otherwise; or (2) the Beneficiary has properly designated a beneficiary. A Beneficiary only may designate a beneficiary for the Participant's Account Balance remaining at the Beneficiary's death, if the Participant has not previously designated a successive contingent beneficiary and the Beneficiary's designation otherwise complies with the Plan terms. The Plan Administrator will direct a Trustee if applicable as to the method and to whom the Trustee will make payment under this Section 6.02.

6.03 SALARY REDUCTION AGREEMENT.

(A) General. A Participant must elect to make Salary Reduction Contributions on a Salary Reduction Agreement form the Plan Administrator provides for this purpose. The Salary Reduction Agreement must be consistent with the Employer's Adoption Agreement elections and the Plan Administrator in a Salary Reduction Agreement may impose such other terms and limitations as the Plan Administrator may determine.

(B) Election Timing. A Participant's Salary Reduction Agreement may not take effect earlier than the first day of the calendar month following the date the Participant executes the

Salary Reduction Agreement and as to Compensation paid or made available in such calendar month. However, if an Employee is eligible to become a Participant during the Employee's calendar month of hire, the Employee may execute a Salary Reduction Agreement on or before the date he/she becomes an Employee, effective for the month in which he/she becomes an Employee.

(C) Sick, Vacation and Back Pay. If the Employer in the Adoption Agreement permits Participants to make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay, a Participant who will incur a Severance from Employment may execute a Salary Reduction Agreement before such amounts are paid or made available provided: (i) such amounts are paid or made available before the Participant incurs the Severance; and (ii) the Participant is an Employee in that month.

(D) Modification of Salary Reduction Agreement. A Participant's Salary Reduction Agreement remains in effect until a Participant modifies it or ceases to be eligible to participate in the Plan. A Participant may modify his or her Salary Reduction Agreement by executing a new Salary Reduction Agreement. Any modification will become effective no earlier than the beginning of the calendar month commencing after the date the Participant executes the new Salary Reduction Agreement. Filing a new Salary Reduction Agreement will revoke all Salary Reduction Agreements filed prior to that date. The Employer or Plan Administrator may restrict the Participant's right to modify his or her Salary Reduction Agreement in any Taxable Year.

6.04 PERSONAL DATA TO PLAN ADMINISTRATOR. Each Participant and each Beneficiary of a deceased Participant must furnish to the Plan Administrator such evidence, data or information as the Plan Administrator considers necessary or desirable for the purpose of administering the Plan. The provisions of this Plan are effective for the benefit of each Participant upon the condition precedent that each Participant will furnish promptly full, true and complete evidence, data and information when requested by the Plan Administrator, provided the Plan Administrator advises each Participant of the effect of his or her failure to comply with its request.

6.05 ADDRESS FOR NOTIFICATION. Each Participant and each Beneficiary of a deceased Participant must file with the Plan Administrator from time to time, in writing, his or her address and any change of address. Any communication, statement or notice addressed to a Participant, or Beneficiary, at his or her last address filed with the Plan Administrator, or as shown on the records of the Employer, binds the Participant, or Beneficiary, for all purposes of this Plan.

6.06 PARTICIPANT OR BENEFICIARY INCAPACITATED. If, in the opinion of the Plan Administrator or of the Trustee, a Participant or Beneficiary entitled to a Plan distribution is not able to care for his or her affairs because of a mental condition, a physical condition, or by reason of age, the Plan Administrator or at the direction of the Plan Administrator, the Trustee, may make the distribution to the Participant's or Beneficiary's guardian, conservator, trustee, custodian (including under a Uniform Transfers or Gifts to Minors Act) or to his or her attorney-in-fact or to other legal representative upon furnishing evidence of such status satisfactory to the Plan Administrator and to the Trustee. The Plan Administrator and the Trustee do not have any liability with respect to payments so made and neither the Plan Administrator nor the Trustee has any duty to make inquiry as to the competence of any person entitled to receive payments under the Plan.

ARTICLE VII MISCELLANEOUS

7.01 NO ASSIGNMENT OR ALIENATION. A Participant or Beneficiary does not have the right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments under the Plan or Trust and the Plan Administrator and the Trustee will not recognize any such anticipation, assignment, or alienation. The payments and the rights under this Plan are nonassignable and nontransferable. Furthermore, a Participant's or Beneficiary's interest in the Trust is not subject to attachment, garnishment, levy, execution or other legal or equitable process.

7.02 EFFECT ON OTHER PLANS. This Plan does not affect benefits under any other retirement, pension, or benefit plan or system established for the benefit of the Employer's Employees, and participation under this Plan does not affect benefits receivable under any such plan or system, except to the extent provided in such plan or system.

7.03 WORD USAGE. Words used in the masculine will apply to the feminine where applicable, and wherever the context of the Plan dictates, the plural will be read as the singular and the singular as the plural.

7.04 STATE LAW. The laws of the state of the Employer's principal place of business will determine all questions arising with respect to the provisions of this Plan, except to the extent Federal law supersedes State law.

7.05 EMPLOYMENT NOT GUARANTEED. Nothing contained in this Plan, or any modification or amendment to the Plan, or in the creation of any Account, or the payment of any benefit, gives any Employee, Participant or Beneficiary any right to continue employment, any legal or equitable right against the Employer, the Plan Administrator, the Trustee, any other Employee of the Employer, or any agents thereof except as expressly provided by the Plan.

7.06 NOTICE, DESIGNATION, ELECTION, CONSENT AND WAIVER. All notices under the Plan and all Participant or Beneficiary designations, elections, consents or waivers must be in writing and made in a form the Plan Administrator specifies or otherwise approves. To the extent permitted by Treasury regulations or other applicable guidance, any Plan notice, election, consent or waiver may be transmitted electronically. Any person entitled to notice under the Plan may waive the notice or shorten the notice period except as otherwise required by the Code.

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ARTICLE VIII

TRUST PROVISIONS—GOVERNMENTAL ELIGIBLE 457 PLAN

8.01 GOVERNMENTAL ELIGIBLE 457 PLAN. The provisions of this Article VIII apply to a Governmental Eligible 457 Plan and do not apply to a Tax-Exempt Organization Eligible 457 Plan. The Employer in the Adoption Agreement may elect to substitute another trust (attached to this Plan as "Appendix A") or to modify any provision of Article VIII, consistent with Code §457(g) and applicable Treasury regulations.

8.02 ACCEPTANCE/HOLDING. The Trustee accepts the Trust created under the Plan and agrees to perform the duties and obligations imposed. The Trustee must hold in trust under this Article VIII, all Deferred Compensation until paid in accordance with the Plan terms.

8.03 RECEIPT OF CONTRIBUTIONS. The Trustee is accountable to the Employer for the funds contributed to it by the Employer or the Plan Administrator, but the Trustee does not have any duty to see that the contributions received comply with the provisions of the Plan.

8.04 FULL INVESTMENT POWERS. The Trustee has full discretion and authority with regard to the investment of the Trust, except with respect to a Trust asset under Participant direction of investment, in accordance with Section 8.12. The Trustee is authorized and empowered, but not by way of limitation, to exercise and perform the following powers, rights and duties:

(a) To invest any part or all of the Trust in any common or preferred stocks, open-end or closed-end mutual funds, put and call options traded on a national exchange, United States retirement plan bonds, corporate bonds, debentures, convertible debentures, commercial paper, U. S. Treasury bills, U. S. Treasury notes and other direct or indirect obligations of the United States Government or its agencies, improved or unimproved real estate situated in the United States, limited partnerships, insurance contracts of any type, mortgages, notes or other property of any kind, real or personal, and to buy or sell options on common stock on a nationally recognized options exchange with or without holding the underlying common stock, as a prudent person would do under like circumstances. Any investment made or retained by the Trustee in good faith will be proper but must be of a kind constituting a diversification considered by law suitable for trust investments;

(b) To retain in cash so much of the Trust as it may deem advisable to satisfy liquidity needs of the Plan and to deposit any cash held in the Trust in a bank account at reasonable interest;

(c) To invest, if the Trustee is a bank or similar financial institution supervised by the United States or by a State, in any type of deposit of the Trustee (or a bank related to the Trustee within the meaning of Code §414(b)) at a reasonable rate of interest or in a common trust fund as described in Code §584, or in a collective investment fund, the provisions of which the Trust incorporates by this reference, which the Trustee (or its affiliate, as defined in Code §1504) maintains exclusively for the collective investment of money contributed by the bank (or its affiliate) in its capacity as Trustee and which conforms to the rules of the Comptroller of the Currency;

(d) To manage, sell, contract to sell, grant options to purchase, convey, exchange, transfer, abandon, improve, repair, insure, lease for any term even though commencing in the future or extending beyond the term of the Trust, and otherwise deal with all property, real or personal, in such manner, for such

considerations and on such terms and conditions as the Trustee decides;

(e) To credit and distribute the Trust as directed by the Plan Administrator of the Plan. The Trustee will not be obliged to inquire as to whether any payee or distributee is entitled to any payment or whether the distribution is proper or within the terms of the Plan, or as to the manner of making any payment or distribution. The Trustee will be accountable only to the Plan Administrator for any payment or distribution made by it in good faith on the order or direction of the Plan Administrator;

(f) To borrow money, to assume indebtedness, extend mortgages and encumber by mortgage or pledge;

(g) To compromise, contest, arbitrate or abandon claims and demands, in the Trustee's discretion;

(h) To have with respect to the Trust all of the rights of an individual owner, including the power to exercise any and all voting rights associated with Trust assets, to give proxies, to participate in any voting trusts, mergers, consolidations or liquidations, to tender shares and to exercise or sell stock subscriptions or conversion rights;

(i) To lease for oil, gas and other mineral purposes and to create mineral severances by grant or reservation; to pool or unitize interest in oil, gas and other minerals; and to enter into operating agreements and to execute division and transfer orders;

(j) To hold any securities or other property in the name of the Trustee or its nominee, with depositories or agent depositories or in another form as it may deem best, with or without disclosing the trust relationship;

(k) To perform any and all other acts in its judgment necessary or appropriate for the proper and advantageous management, investment and distribution of the Trust;

(l) To retain any funds or property subject to any dispute without liability for the payment of interest, and to decline to make payment or delivery of the funds or property until a court of competent jurisdiction makes a final adjudication;

(m) To file all tax returns required of the Trustee;

(n) To furnish to the Employer and the Plan Administrator an annual statement of account showing the condition of the Trust and all investments, receipts, disbursements and other transactions effected by the Trustee during the Plan Year covered by the statement and also stating the assets of the Trust held at the end of the Plan Year, which accounts will be conclusive on all persons, including the Employer and the Plan Administrator, except as to any act or transaction concerning which the Employer or the Plan Administrator files with the Trustee written exceptions or objections within 90 days after the receipt of the accounts; and

(o) To begin, maintain or defend any litigation necessary in connection with the administration of the Trust, except that the Trustee will not be obliged or required to do so unless indemnified to its satisfaction.

(A) Nondiscretionary Trustee. The Employer in the Adoption Agreement may elect to appoint a Nondiscretionary Trustee, subject to this Section 8.04(A). The Nondiscretionary Trustee does not have any discretion or authority with regard to the

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investment of the Trust, but must act solely as a directed Trustee hereunder. The Nondiscretionary Trustee is authorized and empowered to exercise and perform the above Section 8.04 powers, rights and duties provided that the Trustee shall act solely as a directed Trustee and only in accordance with the written direction of the Employer, the Plan Administrator or of a Participant as applicable. The Nondiscretionary Trustee is not liable for making, retaining or disposing of any investment or for taking or failing to take any other action, in accordance with proper Employer, Plan Administrator or Participant direction.

8.05 RECORDS AND STATEMENTS. The records of the Trustee pertaining to the Trust will be open to the inspection of the Plan Administrator and the Employer at all reasonable times and may be audited from time to time by any person or persons as the Employer or Plan Administrator may specify in writing. The Trustee will furnish the Plan Administrator whatever information relating to the Trust the Plan Administrator considers necessary.

8.06 FEES AND EXPENSES FROM FUND. The Trustee will receive reasonable annual compensation in accordance with its fee schedule as published from time to time. The Trustee will pay from the Trust all fees and expenses the Trustee reasonably incurs in its administration of the Trust, unless the Employer pays the fees and expenses.

8.07 PROFESSIONAL AGENTS. The Trustee may employ and pay from the Trust reasonable compensation to agents, attorneys, accountants and other persons to advise the Trustee as in its opinion may be necessary. The Trustee may delegate to any agent, attorney, accountant or other person selected by it any non-Trustee power or duty vested in it by the Trust, and the Trustee may act or refrain from acting on the advice or opinion of any agent, attorney, accountant or other person so selected.

8.08 DISTRIBUTION OF CASH OR PROPERTY. The Trustee may make distribution under the Plan in cash or property, or partly in each, at its fair market value as determined by the Trustee.

8.09 RESIGNATION AND REMOVAL. The Trustee or the Custodian may resign its position by giving written notice to the Employer and to the Plan Administrator. The Trustee's notice must specify the effective date of the Trustee's resignation, which date must be at least 30 days following the date of the Trustee's notice, unless the Employer consents in writing to shorter notice.

The Employer may remove a Trustee or a Custodian by giving written notice to the affected party. The Employer's notice must specify the effective date of removal which date must be at least 30 days following the date of the Employer's notice, except where the Employer reasonably determines a shorter notice period or immediate removal is necessary to protect Plan assets.

8.10 SUCCESSOR TRUSTEE.

(A) Appointment. In the event of the resignation or the removal of a Trustee, where no other Trustee continues to service, the Employer must appoint a successor Trustee if it intends to continue the Plan. If two or more persons hold the position of Trustee, in the event of the removal of one such person, during any period the selection of a replacement is pending, or during any period such person is unable to serve for any reason, the remaining person or persons will act as the Trustee. If the Employer fails to appoint a successor Trustee as of the effective date of the Trustee resignation or removal and no other Trustee remains, the Trustee will treat the Employer as

having appointed itself as Trustee and as having filed the Employer's acceptance of appointment as successor Trustee with the former Trustee.

(B) Automatic Successor. Any corporation which succeeds to the trust business of the Trustee, or results from any merger or consolidation to which the Trustee is a party, or is the transferee of substantially all the Trustee's assets, will be the successor to the Trustee under this Trust. The successor Trustee will possess all rights, duties and powers under this Trust as if the successor Trustee were the original Trustee. Neither the Trustee nor the successor Trustee need provide notice to any interested person of any transaction resulting in a successor Trustee. The successor Trustee need not file or execute any additional instrument or perform any additional act to become successor Trustee.

8.11 VALUATION OF TRUST. The Trustee will value the Trust as of each Accounting Date to determine the fair market value of the Trust assets. The Trustee will value the Trust on such other date(s) the Plan Administrator may direct.

8.12 PARTICIPANT DIRECTION OF INVESTMENT. Consistent with the Plan Administrator's policy adopted under Section 5.02(l), the Trustee may consent in writing to permit Participants in the Plan to direct the investment to the Trust assets. The Plan Administrator will advise the Trustee of the portion of the Trust credited to each Participant's Account under the Plan, and subject to such Participant direction. As a condition of Participant direction, the Trustee may impose such conditions, limitations and other provisions as the Trustee may deem appropriate and as are consistent with the Plan Administrator's policy. The Trustee will report to the Plan Administrator the net income, gain or losses incurred by each Participant-Directed Account separately from the net income, gain or losses incurred by the general Trust during the Trust Year.

8.13 THIRD PARTY RELIANCE. No person dealing with the Trustee will be obliged to see to the proper application of any money paid or property delivered to the Trustee, or to inquire whether the Trustee has acted pursuant to any of the terms of the Trust. Each person dealing with the Trustee may act upon any notice, request or representation in writing by the Trustee, or by the Trustee's duly authorized agent, and will not be liable to any person whomsoever in so doing. The certificate of the Trustee that it is acting in accordance with the Trust will be conclusive in favor of any person relying on the certificate.

8.14 INVALIDITY OF ANY TRUST PROVISION. If any clause or provision of this Article VIII proves to be or is adjudged to be invalid or void for any reason, such void or invalid clause or provision will not affect any of the other provisions of this Article VIII and the balance of the Trust provisions will remain operative.

8.15 EXCLUSIVE BENEFIT. The Trustee will hold all the assets of the Trust for the exclusive benefit of the Participants and their Beneficiaries and neither the Employer nor the Trustee will use or divert any part of the corpus or income of the Trust for purposes other than the exclusive benefit of the Participants and Beneficiaries of the Plan. The Employer will not have any right to the assets held by the Trustee and the Trust assets will not be subject to the claims of the Employer's creditors or, except as provided in Section 4.06, of the creditors of any Participant or Beneficiary. No Participant or Beneficiary shall have any right to sell, assign, transfer or otherwise convey his or her Account or any interest in his or her Deferred Compensation. Notwithstanding the foregoing, the Plan Administrator may pay from a Participant's or Beneficiary's Account the amount the Plan Administrator finds is lawfully

Eligible 457 Plan

demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary. The Trust created under the Employer's Plan is irrevocable and its assets will not inure to the benefit of the Employer.

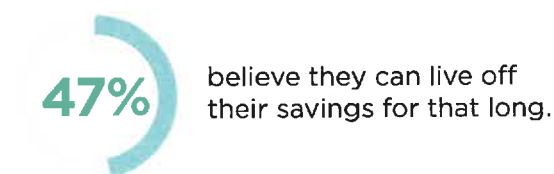
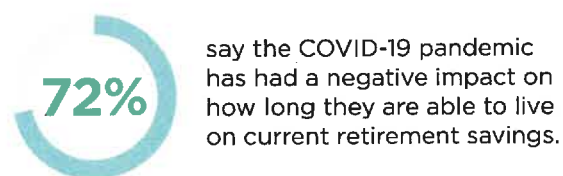
8.16 SUBSTITUTION OF CUSTODIAL ACCOUNT OR ANNUITY CONTRACT. The Employer in the Adoption Agreement may elect to use one or more custodial accounts or annuity contracts in lieu of or in addition to the Trust established in this Article VIII. Any such custodial account or annuity contract must satisfy the requirements of Code §457(g)(3) and applicable Treasury regulations.

8.17 GROUP TRUST AUTHORITY. Notwithstanding any contrary provision in this Plan, the Trustee may, unless restricted in writing by the Plan Administrator, transfer assets of the Plan to a group trust that is operated or maintained exclusively for the commingling and collective investment of monies provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under Code §401(a), individual retirement accounts that are exempt under Code §408(e), and eligible governmental plans that meets the requirements of Code §457(b). For this purpose, a trust includes a custodial account that is treated as a trust under Code §401(f) or under Code §457(g)(3). For purposes of valuation, the value of the interest maintained by the Plan in such group trust shall be the fair market value of the portion of the group trust held for Plan, determined in accordance with generally recognized valuation procedures.

Guaranteed lifetime income and the SECURE Act: A closer look

The Setting Every Community Up for Retirement Enhancement Act (the SECURE Act) is the most comprehensive retirement planning legislation in over a decade. This bipartisan bill was drafted to ease the looming retirement savings crisis, with numerous goals in mind.

Investors are worried about their retirement savings.



Source: Nationwide Advisor Authority Survey (June 2020)

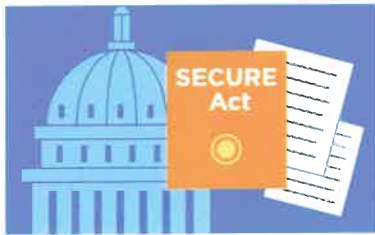
The general goal, of course, is to increase opportunities for participants to save more for retirement. In particular, lawmakers wanted to address one long-standing fear of many retirees today: outliving their retirement assets.

This fear is well founded. Longer life expectancy and market volatility are known to impact not only when (or even if) an individual will be able to retire, but also the quality of life post-retirement.

A few key provisions of the SECURE Act — mainly a new safe harbor for the selection of guaranteed lifetime income products, and provisions related to the portability of those products — aim to address that fear by creating new laws that help both plan sponsors and participants more easily utilize these products as an investment option in a retirement plan.

The SECURE Act's new safe harbor for guaranteed lifetime income products

Guaranteed lifetime income products are suited to address the fears of many retirees. As investment options that offer the ability to create a stream of predictable income for life, they can help provide savers with the certainty that they are protected against outliving their savings.



Yet the availability of these products is uncommon in most retirement plan investment lineups today. This limited availability can be,

at least in part, attributed to general risk aversion. Most plan sponsors desire to do right by their employees and take their fiduciary responsibility seriously. Unfortunately, numerous lawsuits over the years alleging a breach of fiduciary duty involving plan fund selection have caused plan sponsors to be quite conservative when making decisions regarding their fund lineup.

In an attempt to alleviate the fears of fiduciary liability that may arise in the selection of guaranteed lifetime income products, in 2008 the Department of Labor adopted safe harbor guidelines (the "2008 Safe Harbor") that included a list of required steps and other provisions for plan fiduciaries to follow if they chose to offer such products within their plan. Unfortunately, based on a few vague phrases and subjective standards in the wording of the 2008 Safe Harbor, many plan fiduciaries remained concerned about the potential for increased liability and consequently remained unconvinced that adding a guaranteed lifetime income product as an investment option was worth the perceived legal risk.

Requirements for the plan fiduciary

The SECURE Act addresses concerns surrounding the 2008 Safe Harbor by adding a new safe harbor in Section 404(e) of the Employee Retirement Income Security Act of 1974 (ERISA), as amended, for a plan fiduciary's selection of a

guaranteed lifetime income product. In order to rely on the protection offered under ERISA's new safe harbor, a plan fiduciary must meet the following requirements:

- 1. Engage in an objective, thorough and analytical search** for the purpose of identifying insurers from which to purchase guaranteed lifetime income products;
- 2. With respect to each insurer identified by the search process:**
 - a. Consider the financial capability of such insurer to satisfy its obligations under the guarantees of the product,
 - b. Consider the cost (including fees and commissions) of the product offered by the insurer in relation to the benefits, product features and administrative services to be provided; and
- 3. Based on such considerations, conclude that:**
 - a. At the time of selection, the insurer is financially capable of satisfying its obligations under the guarantees of the product.
 - b. The relative cost is reasonable.¹

Additional safe harbor requirements

Perhaps of greater significance is another provision in the SECURE Act's safe harbor that deems the fiduciary to have satisfied the requirements related to the consideration of the insurer's financial capabilities upon receipt of specified written representations from the insurer that:

- 1.** The insurer is licensed to offer guaranteed lifetime income products;
- 2.** The insurer, at the time of selection and for each of the immediately preceding seven plan years:
 - a. Operates under a certificate of authority from the insurance commissioner of its domiciliary state that has not been revoked or suspended,
 - b. Has filed audited financial statements in accordance with the laws of its domiciliary state that have not been revoked or suspended,
 - c. Maintains and has maintained reserves that satisfy all the statutory requirements of all states in which the insurer does business, and
 - d. Is not operating under an order of suspension, rehabilitation, or liquidation;

3. The insurer undergoes, at least every five years, a financial examination by the insurance commissioner of its domiciliary state; and
4. The insurer will notify the fiduciary of any change in circumstances after providing the above representations that would preclude the insurer from making such representations at the time of issuance, and after receiving the representations outlined above and as of the time of selection, the fiduciary must also not have received notice of any change in the insurer's circumstances or other information which would cause it to question the representations provided.²

Like the 2008 Safe Harbor, a plan fiduciary maintains an ongoing obligation to periodically review the appropriateness of its conclusions regarding an insurer's capability. But the SECURE Act's new safe harbor deems a fiduciary to have performed this periodic

review if it receives written representations (as described above) from the insurer on an annual basis, unless it receives notice of a change in circumstances (also described above), or it becomes aware of facts that would cause the fiduciary to question the insurers' representations.³

If plan fiduciaries follow the new safe harbor guidelines outlined above, they should be protected from any fiduciary liability related to the selection of the guaranteed lifetime income product and the insurers who provide them.

Finally, it is worth noting to plan sponsors that the SECURE Act's new safe harbor includes a clarification that a plan fiduciary is not required to select the lowest-cost guaranteed lifetime income product. Other attributes such as features and benefits of the products and the financial strength of the insurer can be considered in conjunction with cost.⁴

Portability of guaranteed lifetime income products

Thanks to the SECURE Act's new safe harbor, guaranteed lifetime income products may soon be joining the investment lineup in more retirement plans. This should excite many plan sponsors and participants, as the guaranteed lifetime income feature of these financial products specifically addresses the common fear of outliving retirement assets.

As more participants understand the benefits of investing in guaranteed lifetime income products and can do so through their retirement plan, another change in the law brought about by the SECURE Act will make guaranteed lifetime income products easier to administer and maintain, both for plan sponsors and participants.

Potential advantages for plan participants

The SECURE Act now allows defined contribution retirement plans (including 401(k) and governmental 457(b) plans) to permit in-plan "qualified distributions" of such products.⁷ In other words, if the plan provides for these qualified

distributions, guaranteed lifetime income products are now "portable," meaning they can be transferred directly from the trustee of one eligible retirement plan to the trustee of another eligible retirement plan (including IRAs), even if there is no separation from service, such as when a plan sponsor changes recordkeepers.



of retirees who have purchased a lifetime income product say that it allows them to worry less, budget better and spend more.⁵



of retirees who purchase a guaranteed lifetime income product recommend it to others.⁶

Reducing administrative challenges for plan sponsors

This change in the law addresses what has historically been a separate technical challenge to the administration of guaranteed lifetime income products within retirement plans. As these products can be supported only by a very limited number of platform providers, if a retirement plan ever changed platform

providers, the guaranteed product would usually have to be surrendered, thereby forcing those participants who had invested in that product to lose the lifetime income benefits.

Before this change brought about by the SECURE Act, in order for a plan sponsor to keep a guaranteed lifetime income product in the plan fund lineup when changing recordkeepers, the plan sponsor would have to leave the existing product with the original recordkeeper while moving all other plan investments to the new recordkeeper. This created an administrative nightmare and inefficiencies in plan costs for the plan sponsor,

which further dissuaded plan sponsors from offering guaranteed lifetime income products to retirement plan participants.

Today, thanks to the portability provisions added by the SECURE Act, if plan sponsors choose to offer these products in their plans and adopt the optional portability provisions, participants will be able to keep their investments in these products even when/if plan sponsors later choose to change recordkeepers or otherwise remove the guaranteed lifetime income product from the plan's investment lineup.

Considerations for the future

As new guaranteed lifetime income products become available to retirement plans and their participants as a result of the positive changes from the SECURE Act, all interested parties have some homework to do.

For plan fiduciaries (and those who work with them):

Evaluate these financial products carefully. It will be important to consider the financial credibility and reputation of the insurer and consider which products (if any) offer additional benefits currently missing from the plan's investment offerings. Products available in the market have various features and benefits (e.g., guaranteed

minimum withdrawals, guaranteed minimum income benefits, etc.) and will be offered by providers with varying degrees of expertise and levels of participant support and education, and at varying cost.

For retirement savers:

Those lucky enough to participate in a plan that adds guaranteed lifetime income products to the fund lineup should consider a number of factors when deciding whether to invest in one of these products (e.g., time horizon, the amount and type of retirement assets already saved, risk tolerance and product features). A reputable product provider should offer tools and resources to help plan participants in such an analysis, so that more retirement savers are able to better prepare for and live not only in, but throughout, their entire retirement journey.

Four key takeaways

1

Familiarize yourself with the new safe harbor and portability provisions.

2

Consider offering plan participants a guaranteed lifetime income option.

3

Find a trusted insurance partner who is financially strong and stable.

4

Learn more about in-plan guarantees by calling your Nationwide® representative.



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¹ ERISA Section 404(e)(1).

² ERISA Section 404(e)(2).

³ ERISA Section 404(e)(4).

⁴ ERISA Section 404(e)(3).

⁵ brighthousefinancial.com/education/retirement-income-solutions/preparing-for-retirement-with-guaranteed-income/.

⁶ brighthousefinancial.com/education/retirement-income-solutions/preparing-for-retirement-with-guaranteed-income/.

⁷ IRC Sections 401(a)(38) and 457(d)(1).



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PNM-15911M1.1 (10/21)



Commission Meeting

June 20, 2023

Solutions to resolve/prevent drivers from hitting low bridges

Department:	N/A
Presenter:	N/A
Caption:	Discuss solutions to resolve/prevent drivers from hitting low bridges. (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

pensacola news journal

PENSACOLA

Pensacola is tired of trucks hitting Graffiti Bridge. Here's their plan to prevent it:



Jim Little

Pensacola News Journal

Published 1:56 p.m. CT Feb. 14, 2023 | Updated 12:36 p.m. CT Feb. 15, 2023

Pensacola Mayor D.C. Reeves is taking a crack at a problem that has confounded previous mayors: stopping trucks from hitting the Graffiti Bridge.

Reeves announced during his weekly press conference Tuesday the city is beginning the process to formally designate 17th Avenue near the bridge as a "no truck corridor."

Hardly a month goes by without a truck running into the bridge, which only has a clearance of 10 feet. Many of the trucks that run into the bridge and get stuck or have their tops peeled back are rental moving trucks.

Pensacola's Graffiti Bridge: Why does it keep getting hit?

Stop the trucks From chains to trolls, Graffiti Bridge town hall generates ways to stop truck crashes

Several of the accidents are documented on the Graffiti Bridge Facebook page managed by local artist Joseph Seurkamp.

Reeves made reference to the Facebook updates during his remarks Tuesday.

"Maybe some people enjoy seeing all those updates on Facebook, but I know it's difficult on traffic. It's expensive," Reeves said. "We don't wish that on anybody"

have damage to their moving truck or their RV or anything like that. So, the first step we're going to take is we're going to formalize that being a no trucks corridor."

More signs added Graffiti Bridge maximum height clearance lowered, flashing signs hoped to deter drivers

Reeves said formalizing the designation will mean installing signs warning drivers that no trucks are allowed on the road, as well as allow the designation to show up on GPS programs like Google Maps.

Several years ago, the city installed more signs along the road to warn drivers of the low clearance, but the situation is complicated by the southern portion falling under the jurisdiction of the Florida Department of Transportation while the northern side falls under the city's jurisdiction.

Reeves said city staff is working with FDOT to have more signs on both sides installed.

Formalizing the no-truck designation is phase one of the plan, Reeves said, while phase two will be working with FDOT to warn drivers in a more effective way.

"Our team is working diligently on finding solutions that, you know, maybe you hit something a little softer before you get all the way to the bridge," Reeves said.

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ALLOW

LOCAL

Height c trucks steer clear of low SA bri with history of crashes

The City of San Antonio is growing and so are the sizes of trucks traveling the San Antonio roads. That created a problem that the city is trying to fix on St. Mary's Street by Brackenridge High School.

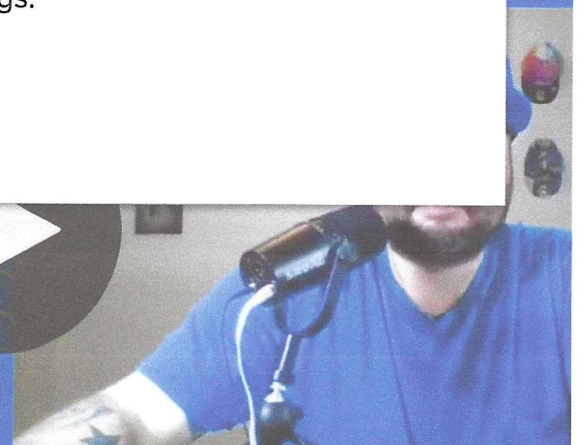

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Author: **Jeremy Baker**

Published: **12/14/2018 3:24:17 PM**

Updated: **4:38 PM CST December 14, 2018**

SAN ANTONIO — The City of San Antonio is growing and so are the sizes of trucks on the San Antonio roads. That created a problem that the City had to fix on St. Mary Brackenridge High School.

For years large trucks would crash into the bottom of a bridge on St. Mary's St. by that's only 11'3" high, even with warning signs all around. So the city had to take different measures to change that.

"The bridge was built in the 1930s back before there were 18 wheelers or even more wasn't built for the type of traffic that travels on St. Mary's right now," said Tracie

Capital Improvement:

Back then there were standard average mirrors which is not nearly low enough to keep taking action. But with flashing lights. We're driving."



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Since close to half a dozen warning signs that were supposed to alert truck drivers approaching low bridge didn't work, the City had to be creative and install height clearance curtains on either side of the bridge in March of this year.

"TCI engineers designed this system a mast with plastic cylinders hanging down," He also told us, "They are right at 11'3" which is the height of the bridge. I rented a van to see how it would work and when I hit those curtains I heard it loudly in the cab even though the curtains were hitting the cargo portion of the van."

This innovative curtain warning system isn't just the only one in San Antonio, it's the only one in Bexar County, but the only one in the entire state of Texas!" Barry added, "Since they've been put up we have had no reported crashes into the overpass."

The City and Union Pacific Railroad split the \$24,000 cost of designing, creating, and installing the height clearance curtains.

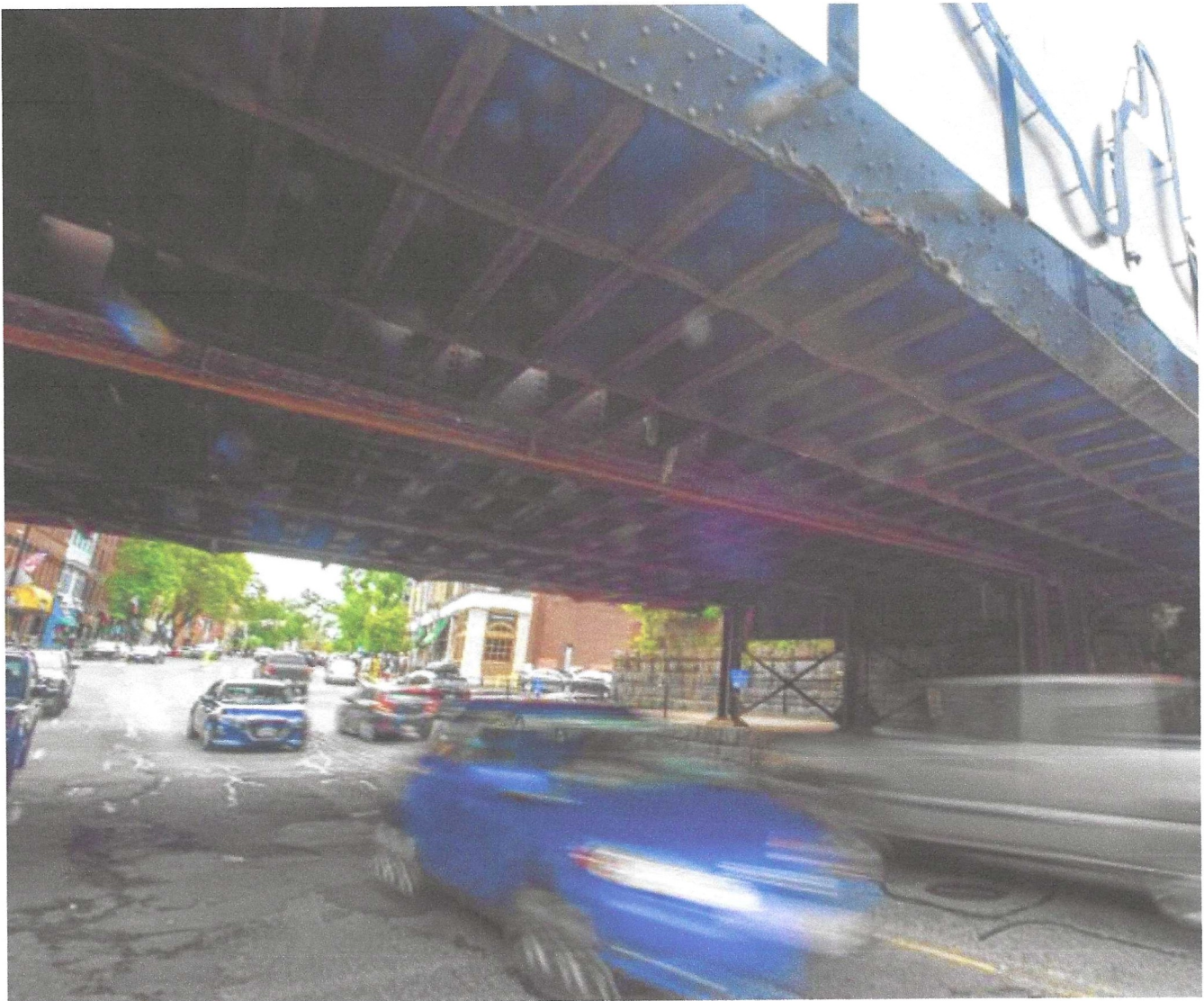
Daily Hampshire Gazette

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News > Local (/News/Local/)

Despite city's best efforts, low bridge still taking hits



Cars and trucks make their way under the railroad bridge on Main Street in Northampton on Monday, June 11, 2019. The bridge shows damage where it has been hit by trucks that are too tall to pass under it. STAFF PHOTO/CA



By BERA DUNAU (/byline?byline=By BERA DUNAU)

Staff Writer

Published: 6/17/2019 11:29:59 PM

NORTHAMPTON — Numerous signs warn of its approach. Some even display flashing lights. Yet tall vehicles have continued to strike the railroad bridge that crosses over Bridge Street, to the tune of 37 strikes since 2009. Over the same period, 162 vehicles have required police assistance to turn away from the bridge.

“I’m not really sure what we can do ... to convince them not to drive under it,” Mayor David Narkewicz said.

The so-called “truck-eating bridge,” claimed another victim (<https://www.gazettenet.com/Tractor-trailer-crashes-into-downtown-Northampton-overpass-26216622>) last week, when a tractor-trailer struck it on the night of June 11.

“It’s one of the biggest ongoing issues in Ward 3,” said Ward 3 City Councilor James Nash. “The truck-eating bridge is really problematic.”

He said that he and members of the Ward 3 Neighborhood Association saw the aftermath of Tuesday’s bridge hit, after emerging from Joe’s Spaghetti and Pizza.

Narkewicz noted that there is a warning system that sets off flashing lights near signs that warn of the bridge’s 11-foot clearance when vehicles of sufficient height approach, as well as the signs on and around the bridge.

The 53-foot trailers hauled by big rigs may be 13 feet, 6 inches tall or taller.

Northampton's warning system was put into place following the completion of a Pioneer Valley Planning Commission Study that was released in 2006, and includes a laser-triggered warning system that directs tractor-trailer trucks on Interstate 91.

Despite these measures, the bridge strikes and turnarounds have continued, although the number of turnarounds has dropped off significantly in the last few years. In 2017 and 2018, there were nine and three turnarounds respectively, as opposed to 18 and 27 in 2015 and 2016. Bridge strikes were two in 2015, three in 2016, three in 2017 and four in 2018.

Nash said that a major issue is that phone GPS directs trucks going to the Coca-Cola facility to take a left off Exit 19 and a right turn onto Day Avenue, which trucks of that size are prohibited from doing.

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(<https://accountaccess.nne.media/ss70v2/nne/common/template.jsp?init=start&initEdition=GZ>)

"The power of the GPS is really strong," he said.

He said that this sometimes lead to the trucks going into the Ward 3 neighborhoods because most of the streets are closed to trucks.

He also said that there's high turnover among truck drivers.

"It's first day of class for many of them, repeatedly," he said.

He said it would "ideal" if the truckers would use GPS designed for trucks. He also said that, based on conversations with Coca-Cola, he estimates that 50,000 to 60,000 trucks go to its Northampton facility a year.

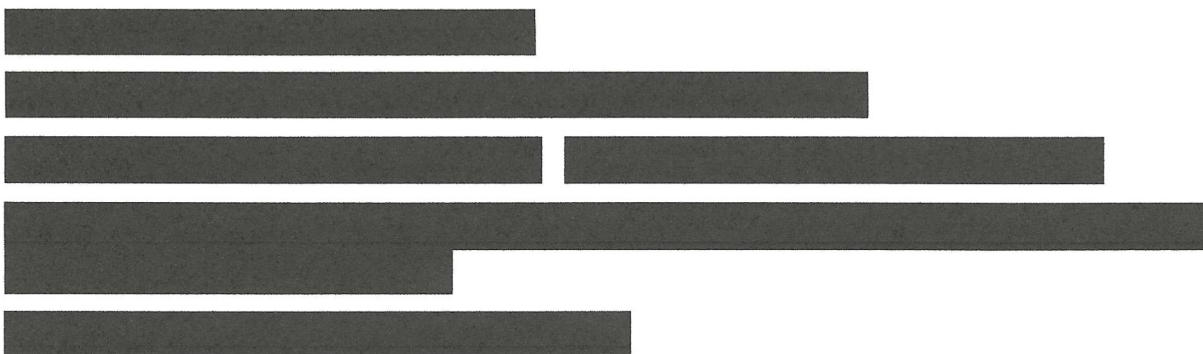
"It's like O'Hare Airport for trucks," he said.

The mayor said that he didn't know what would be involved with raising the bridge, and as for lowering the roadway, "I don't see us building a 'little dig' here."

The mayor also noted another element to the issue.

"At a certain point, there's human error," he said.

Bera Dunau can be reached at bdunau@gazettenet.com.



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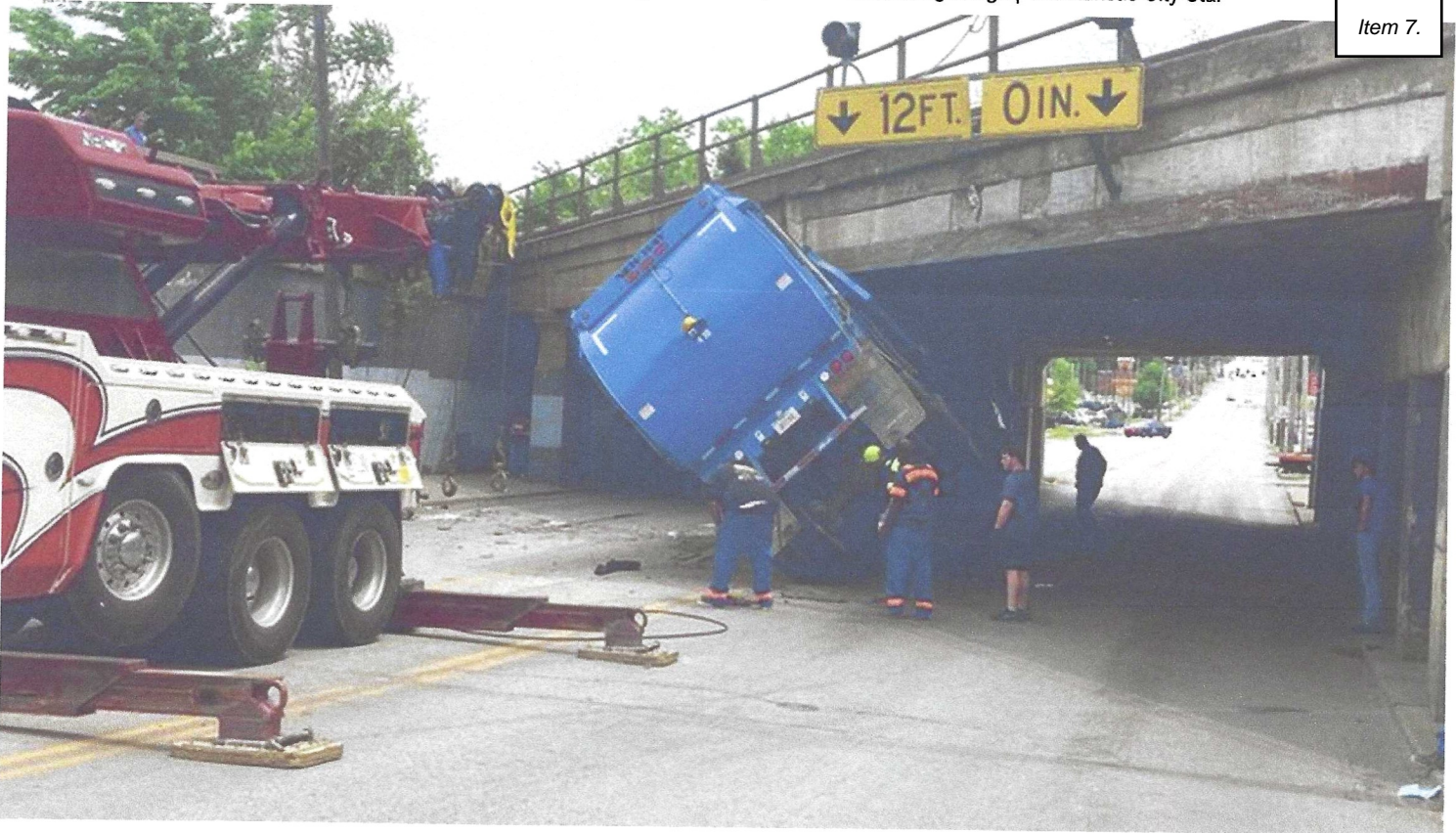
LOCAL

Warning curtain may help stop Independence Ave bridge crashes. Here's what it looks like

BY SOPHIA BELSHE

JUNE 03, 2022 3:38 PM





A garbage truck struck the Independence Avenue bridge on May 19, causing it to become wedged under the overpass. The driver of the truck was not injured.
Kansas City Police Department



Only have a minute? Listen inste...

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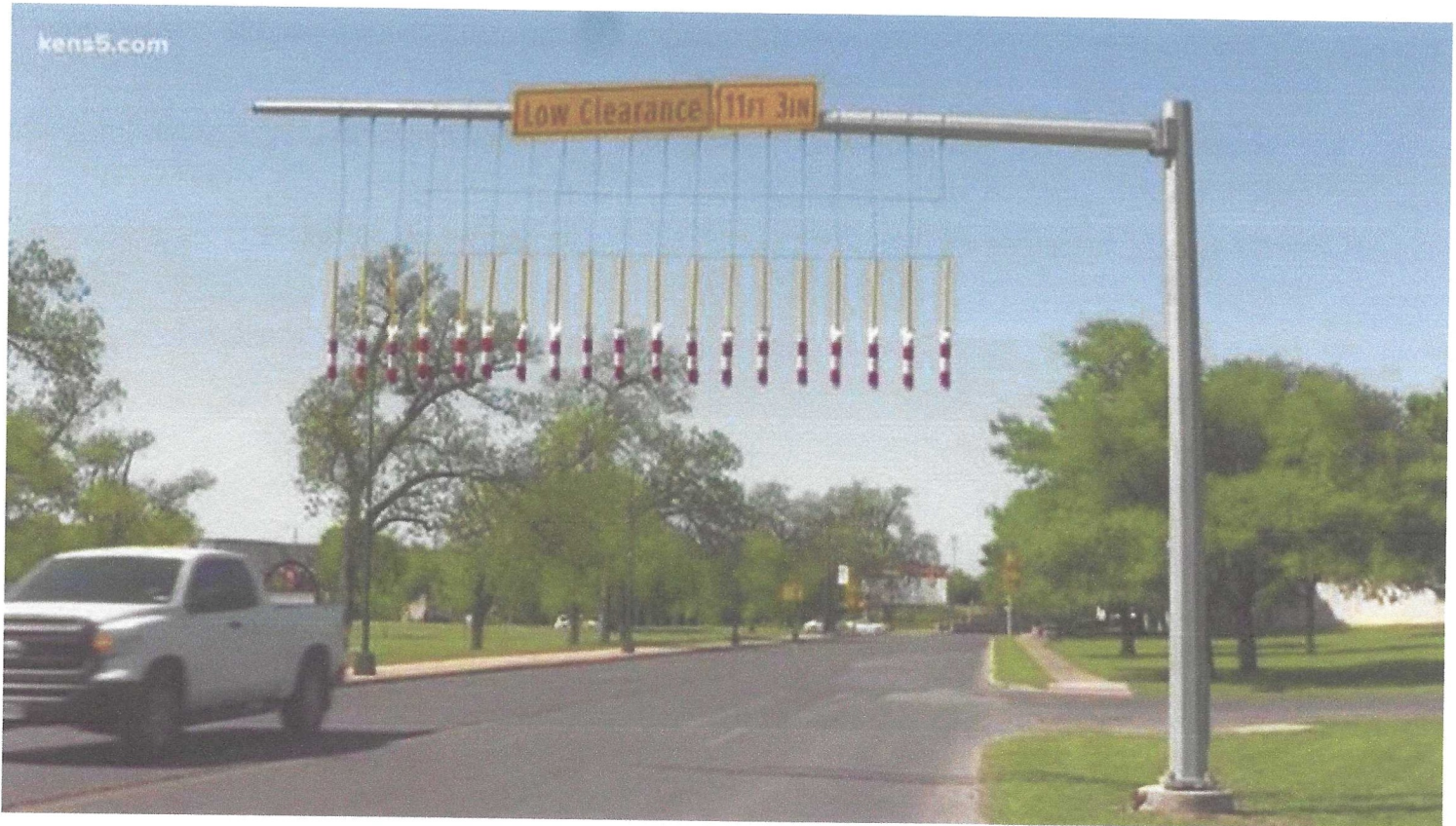
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Kansas City officials are looking to improve warnings around the Independence Avenue bridge, which at a 12-foot clearance, is infamous for [causing large trucks to crash](#).

The city is hoping to install a warning curtain in front of the bridge by the end of the year, city spokesman John Baccala said Friday.

When drivers hit a warning curtain, the hanging plastic tubes make a loud noise to alert drivers that they may not clear the entrance to the bridge.

Here's an example of what the city is working to install:



To stop future accidents under the Independence Avenue bridge, Kansas City is looking to install a warning curtain that would alert drivers of the low clearance. The city provided this photo as an example of what the new system could look like. *Kansas City Communications Office*

“This would give trucks advance warning of the low bridge clearance with enough time to detour off the route,” Baccala said.

The city is working with Kansas City Terminal Railway, which owns the bridge, to secure funding.

The current warnings on the bridge include flashing lights and signs alerting drivers of the low clearance. But even with signage in place, the bridge is “undefeated” when it comes to destroying trucks, [according to a Twitter page dedicated to documenting run-ins](#).

The Kansas City Terminal Railway Company [previously told The Star](#) that the bridge gets hit about twice a month.

The bridge also has its own [Facebook](#) page, which proclaims: “I have been feasting on your human concoctions for decades. Your wheeled steel boxes are quite delicious. Please feed me more!”

RELATED STORIES FROM KANSAS CITY STAR

LOCAL

‘Flat tops’: Video shared by KCPD shows truck hit infamous Independence Avenue bridge

JANUARY 12, 2022 7:18 PM

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Yes, I'll Give

Trucks have hit this low bridge more than 100 times, and officials still haven't fixed it

By Timothy B. Lee | tim@vox.com | Jan 6, 2016, 2:10pm EST

The federal government **recommends** that bridges on public roads have a clearance of at least 14 feet. This ensures that trucks shorter than the **maximum truck height** — 13 feet, 6 inches in most states — can pass underneath them safely. But a railroad

bridge in Durham, North Carolina, provides a clearance of just 11 feet, 8 inches — more than 2 feet shorter than federal recommendations. As a result, trucks regularly hit the bridge, producing some dramatic — though thankfully nonfatal — crashes.

Jürgen Henn has worked across the street from the bridge for years, and in 2008 he set up cameras to capture these crashes on video, posting them on YouTube and his website **11foot8.com**. He recently earned a **write-up from the Wall Street Journal** after capturing his 100th crash.

Local officials have tried a variety of things to alert truck drivers to the danger. There are warning signs as well as a height sensor that detects too-tall trucks and triggers flashing lights. But these measures obviously haven't been enough to get all drivers' attention. In recent years, about one truck a month has hit the bridge.

But now that national media organizations have started covering the story, officials seem to feel a greater sense of urgency. According to the Journal, "Durham officials on Monday began building a system hooking the height sensor to a traffic light before the bridge that will turn red when it picks up a too-high truck. The light will turn green eventually, but they hope it is red for long enough that drivers realize they should turn."

It remains to be seen if this will work. If it doesn't, we'll all be able to watch the results at 11foot8.com.

Here are some of the most dramatic crashes Henn has captured:

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Wednesday, May 24, 2023

THE DAILY GAZETTE

WHEN CREDIBILITY MATTERS

EDITORIAL: Solution to trucks striking low bridges proves oddly elusive

There are plenty of ways to reduce this problem

By Gazette Editorial Board | [September 24, 2019](#)



PHOTOGRAPHER: PETER R. BARBER

A tractor-trailer at the Glenridge Road bridge in 2016



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It's only taken 57 trucks smashing into a low railroad bridge in Glenville over the past several years to get the state to admit there might be a problem and to look into possible solutions.

Good thing it wasn't serious until now.



SECTIONS

THE DAILY GAZETTE

LOGIN

?

User icon

aren't paying close attention when they approach bridges that are lower than the height of their trucks. They're supposed to know how tall their truck is, and if it's taller than the bridge, not to drive under it.

Yet drivers still hit them, even though most low bridges, including the 10-foot-11-inch railroad bridge on Glenridge Road between Glenville and Clifton Park, are clearly marked as such.

Judging from past experiences in other places, a single change isn't going to stop it from happening.

State officials have had problems with this issue for years, particularly downstate, where trucks regularly crash into low bridges on the Hutchinson River Parkway and other highways not designed to handle today's modern tractor-trailers.



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cases by technology.

For example, some non-commercial GPS systems direct drivers to the shortest and fastest routes without factoring in whether the road can accommodate a truck's height.

Some GPS systems do list bridge heights, but the information can be incomplete or out of date, especially in rural areas.

So drivers who trust and rely on the technology can still find themselves striking bridges.

Some truckers still use old-fashioned map books that list bridge heights along routes. But drivers who don't consult the maps regularly or who don't plan their routes on paper don't benefit from this.

Even if some drivers use technology such as apps on their cell phones, not all drivers do, and not all use the most effective and up-to-date technology.

Any solution, experts say, has to involve a combination of technological tools and physical warning devices installed on or near the approach to the bridge.

Downstate, they've tried devices that shoot an electronic beam across the road at the bridge height well before the bridge. If a truck is too tall, a loud alarm goes off or the driver is alerted on his electronic device. That works to some extent, but not always because truckers ignore them or don't respond quickly.



bridge on the road itself, presuming that drivers might pay more attention to words on the pavement right in front of them than to a sign or even a flashing light by the side of the road or attached to the bridge.

Some communities have installed rumble strips across roadways to slow vehicles down as they're approaching bridges. They've been proven effective in many ways at slowing down motorists, alerting drivers and preventing crashes.

They're best accompanied by signs to let drivers know what the rumble strips are alerting them to.

One simple and inexpensive solution, suggested by some readers in recent letters to the editor, involves hanging a sign or plastic chains across the highway at the bridge height. Trucks too tall for the bridge harmlessly strike these objects before they get to the actual bridge, alerting drivers to stop.

These devices aren't pretty, but they've been effective where used in Boston and other places.

Some state lawmakers, frustrated by struck bridges in their districts, have even proposed legislation to limit access to certain roadways by certain vehicles through signage and physical barriers. That probably won't work on roads with unrestricted access, however.

As one trucker stated in an online forum on TruckersReport website recently, "there's no substitute for using your eyes and your brain."



SECTIONS

THE DAILY GAZETTE

LOGIN



appear to use neither, they need tools to help them.

While no solution or combination of solutions will 100% guarantee that trucks won't continue to hit bridges, there are multiple solutions available that are well-known and proven effective that could significantly reduce crashes.

The state has money available for them.

How much more study does this issue need?

GAZETTE COVERAGE

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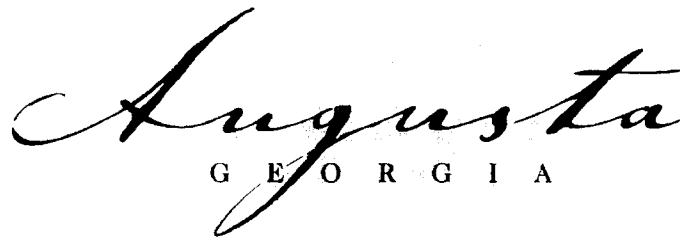


Commission Meeting

June 20, 2023

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve minutes of the regular scheduled Commission Meeting held June 6 and Special Called Meeting held June 13, 2023.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



COMMISSION MEETING MINUTES

Commission Chamber
 Tuesday, June 06, 2023
 2:00 PM

PRESENT

Mayor Garnett Johnson
 Commissioner Brandon Garrett
 Commissioner Jordan Johnson
 Commissioner Bobby Williams
 Commissioner Alvin Mason
 Commissioner Sean Frantom
 Commissioner Francine Scott
 Commissioner Catherine Smith-McKnight
 Commissioner Stacy Pulliam
 Commissioner Tony Lewis
 Commissioner Wayne Guilfoyle

INVOCATION

Pastor Mike Hearon, First Presbyterian Church

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

RECOGNITION(S)

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

Unanimous consent is given to approve deleting this item from the agenda.

DELEGATION(S)

- B. **Dr. Lester G. Jackson** regarding opening a Botanical Sciences/Medical Cannabis Dispensary in Richmond County.

Presentation is made by Dr. Jackson.

- C. **Ms. Ashley Whitaker**, representative Junior Achievement of Georgia regarding a funding request for the JA Discovery Center of the CSRA.

It was the consensus of the Commission by unanimous consent that this item be referred to the Interim Administrator for further discussion with Ms. Whitaker and a recommendation back in

the next two weeks with a written copy of the presentation and the funding request to be given to the Commission through the Administrator. Item 8.

- D. Ms. Garian Henry** regarding a request for funding to improve living conditions for residents in the community of Magnolia Court Apartments/East Boundary.

Ms. Henry did not appear before the Commission.

- E. Consider a request from Ms. Sharon Bush Ellison** regarding revocation of business permit# LCB20190001393.

Presentation is made by Ms. Ellison.

CONSENT AGENDA

(Items 1-9)

PUBLIC SERVICES

- 1. Motion to ratify the approval of Z-23-18** by the Augusta Commission a request for concurrence with the Augusta Georgia Planning Commission to **approve** a petition by John T. Arnett Jr. & Karen B. Arnett requesting a rezoning from zone R-1A (One-family Residential) to zone **P-1 (Professional Office) affecting property containing approximately 0.47-acres located at 3442 Peach Orchard Road. Tax Map #133-3-015-00-0. DISTRICT 6 (Approved by the Commission on May 16, 2023)**

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

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

Motion carries 10-0.

- 2. Motion to ratify the approval of Z-23-19** – A request for concurrence with the Augusta Georgia Planning Commission to **approve** a petition by Celina Lofton on behalf of Blake Dornfeld & Olivia Golden requesting a rezoning from zone A (Agricultural) to zone B-2 (General Business) affecting property containing approximately 2.7-acres located at 2836 Tobacco Road. Tax Map #129-0-739-00-0. DISTRICT 4 **(Approved by the Commission May 16, 2023)**

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

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

Motion carries 10-0.

- 3. Motion to ratify the Augusta Commission's approval of Z-23-20** – A request for concurrence with the Augusta Georgia Planning Commission to approve a petition by Woda Cooper Development, Inc. on behalf of J-Mar Broad Street Investments, LLC requesting a rezoning from zone B-2 (General Business) to zone PUD (Planned Unit Development) affecting properties containing approximately 1.33-acres located at 1427 & 1437 Broad St. Tax Map #036-3-003-00-0 and 036-2-041-00-0. DISTRICT 1 **(Approved by the Commission on May 16, 2023)**

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

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

Motion carries 10-0.

- 4. Motion to ratify the Augusta Commission's approval of Z-23-23** – a request for concurrence with the Augusta Georgia Planning Commission to **approve** a petition by Brad Meister requesting to **amend conditions adopted with rezoning application Z-21-24 for zone R-1E (One-family Residential) to zone R-1E (One-family Residential) without zoning restrictions** affecting property containing approximately 3.78-acres located at 3055 Dennis Road. Tax Map #007-1-006-00-0. **DISTRICT 7 (Approved by the Augusta Commission May 16, 2023)**

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

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

Motion carries 10-0.

- 5. Motion to ratify the Augusta Commission's approval of Z-23-24** – a petition by Bobby Bagwell on behalf of CKJ Properties, LLC, requesting to amend a condition adopted with **rezoning application Z-22-38 for zone R-1E (One-family Residential) to zone R-1E (One-family Residential)** to allow for 22-foot-wide lots affecting property containing approximately 8.84-acres located at **2427 Boykin Road**. Tax Map #166-0-004-00-0. **DISTRICT 6 (Approved by the Augusta Commission May 16, 2023)**

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

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

Motion carries 10-0.

PETITIONS AND COMMUNICATIONS

6. Motion to **approve** the minutes of the regular scheduled Commission Meeting held May 16, 2023 and Special Called Meetings held May 23 and 26, 2023.

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

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

Motion carries 10-0.

APPOINTMENTS

7. Motion to **approve** the appointment of **Reginald B. Forrest** to the ARC Board of Zoning & Appeals representing District 6.

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

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

Motion carries 10-0.

8. Motion to **approve** Mr. **David M. Barbee, Sr.** to the Historic Preservation Commission representing **District 6.**

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

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

Motion carries 10-0.

9. Motion to **approve** the appointment of **Ms. Carletta W. McGruder** to the ARC Library Board of Trustees representing **District 6.**

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

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

Motion carries 10-0.

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

AUGUSTA COMMISSION
REGULAR AGENDA

(Items 10-45)

PUBLIC SERVICES

10. Motion to accept the award of the Improving Neighborhood Outcomes in Disproportionally Impacted Communities grant for Boykin Road Park.

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

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

Motion carries 10-0.

11. Motion to approve Pyro Shows East Coast, Inc. as annual vendor for the Independence Day Celebration Fireworks Show.

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

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

Motion carries 10-0.

12. Motion to **ratify** the mayoral execution of the time-sensitive resolution for the pre-application for the Land and Water Conservation Fund (LWCF).

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

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

Motion carries 10-0.

13. Motion to approve Runway 35 Special Authorization Category II (Low Visibility) Approach, Federal Aviation Administration (FAA) Reimbursable Agreement in the amount of \$1,306,593.64. Approved by the Augusta Aviation Commission on April 27, 2023.

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

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

Motion carries 10-0.

ADMINISTRATIVE SERVICES

14. Motion to approve the Letter of Intent between Augusta, Georgia and Georgia State Properties Commission for property located at 3423 Mike Padgett Highway.

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

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

Motion carries 10-0.

15. Receive as information an update on the Rowing Club needs and approve additional time for Central Services to return with required specifications and needed funding recommendations.

Motion to approve receiving this item as information.

Motion made by Guilfoyle.

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

Motion carries 10-0.

16. Approve the attached sole source procurement from Downtown Decorations, Inc in the amount of \$99,876.00 for downtown area Christmas décor.

Motion to approve with the Commission to receive a report on additional decorations for the Tobacco Road area.

Motion made by Frantom, Seconded by Smith-McKnight.

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

Motion carries 10-0.

17. Motion to approve acceptance of grant award from the Governor's Office's Improving Neighborhood Outcomes in Disproportionally Impacted Communities grant program for the Extending the Common: Bridging Recreation and Commerce in Downtown Augusta project.

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

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

Motion carries 10-0.

18. Motion to approve the purchase of one 2023 Digger Derrick truck, at a total cost of \$319,000 from Altec of Birmingham, AL (Bid #22-266) for the Engineering Department – Traffic Engineering Division.

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

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

Motion carries 10-0.

19. Presentation of the Rightsizing Plan recommendations by Interim Administrator Douse.

Motion to approve with the Interim Administrator to come back to the committee to provide an approximate date and time.

Motion made by Frantom, Seconded by Smith-McKnight.

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

Motion carries 10-0.

20. Motion to approve a Strategic Plan Kickoff meeting on Thursday, June 29, 2023.

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

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

Motion carries 10-0.

21. **Messrs. Moses Todd and Jeff Rice** Plumbers and Steamfitters Local Union 150 relative to Workforce Development Hub Augusta, Georgia.

Presentations are made by Mr. Todd and Mr. Rice.

22. Motion to **approve** directing H.R. to start search for a Solid Waste Director. (**Requested by Commissioner Wayne Guilfoyle**)

Motion to approve deleting this item from the agenda.

Motion made by Frantom, Seconded by Smith-McKnight.

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

Motion carries 10-0.

ENGINEERING SERVICES

23. Approve sole source purchase order to Itron for the purchase of encoder receiver transmitters (ERTs) for Augusta Utilities.

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

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

Motion carries 10-0.

24. Motion to Adopt Resolution for Transportation Infrastructure Improvements Act (TIA) of 2010 Project Agreement (IGA) relative to the TIA2 funded Projects. Requested by Engineering.

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

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

Motion carries 10-0.

25. Approve entering into an agreement with (CSXT) CSX TRANSPORTATION, INC. Company stating that Augusta, GA will pay for the Construction Engineering, Inspection, and Flagging protection services, for the 13th Street Improvements Project in accordance with the estimate \$49,509.00. Also, approve the Construction Agreement to be executed by the Augusta, GA Legal Counsel and the Mayor. Requested by Engineering

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

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

Motion carries 10-0.

26. Receive update on Waste Management Waste Hauler Contract- Amendment2 Two-year Extension Terms Negotiation. Also, Review and Consider approving Engineering & Environmental Services Director Recommended Path Forward (Attached Exhibit A; listed at Memo 2/2 page). requested by Engineering / Bid 11-112

Motion to approve the recommendation of the Environmental Services Director to develop new contract documents and initiate a request for qualifications for the waste hauler contract.

Motion made by Guilfoyle, Seconded by Smith-McKnight.

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

Motion carries 10-0.

27. **Approve** Task Order Three funding for Forrest Hills Drainage Basin Drainage Improvement Engineering Services Agreement to Alfred Benesch & Company (Benesch) in the amount of \$37,460.00 as requested by the Engineering. RFQ 19-148

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

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

Motion carries 10-0.

28. **Approve** supplemental funding (SA3) for Design Phase of the Design Consultant Services Agreement to CHA (formerly Wolverton & Associates, Inc.) in the amount of \$25,000.00 for the Wrightsboro Road Improvements Project as requested by the Engineering. RFQ 19-238

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

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

Motion carries 10-0.

29. **Receive** as information an update regarding Ellis Street Property Assessment & Supplemental Drainage Study. Discuss findings on observed conditions of each structure and discuss the defects and likely causes of the observed conditions.

It was the consensus of the Commission that this item be received as information without objection..

30. **Approve** Augusta Engineering entering into Cooperative Services and Funding Agreement (Agreement) with United States Department of Agriculture (USDA) Animal and Plant Health Inspection Services (APHIS) Wild Life Services (WS) for assisting Augusta Engineering Reducing Beaver Damage and related Flooding Issues. Requested by Augusta Engineering.

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

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

Motion carries 10-0.

FINANCE

31. **Task** the Administrator with bringing back a status update on the 82.3 million of American Rescue Plan (ARP) spending plan in a line itemized breakdown format.... With name of Entity / Activity awarded, Award amount and balance / statue to date. **(Requested by Commissioner Wayne Guilfoyle)**

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

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

Motion carries 10-0.

32. Present 2024 Budget Planning Calendar for Approval

Motion to approve.

Motion made by Mason, Seconded by Scott.

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

Motion carries 10-0.

33. Motion to **approve** allowing the Administrator to bring back recommendations for funding sources for the request made by Ms. Ernesia Wright of the Georgia Soul Organization in the amount of \$250,000. **(Approved by Finance Committee May 9, 2023) (Deferred from to the May 16, 2023 Commission Meeting to the June 6, 2023 meeting)**

Motion to approve referring this item to the Administrator for a recommendation.

Motion made by Frantom, Seconded by Smith-McKnight.

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

Motion carries 10-0.

34. Motion to **approve** the development of a plan regarding the reduction of the deficit of \$1.3 million dollars of the Augusta Library with the division of this amount in half with \$650,000 each to the Library and Augusta and a further division into two cash payments on the Library side of \$325,000 each with one received by Augusta in FY2023 and one in FY 2024. On Augusta's side the \$650,000 will be divided in half with \$325,000 added as an increased funding level to the Library's FY2024 budget and the second payment of \$325,000 will be added as an increased funding level to the Library's FY2025 budget with the total plan to be subject to a review by the Law Department. **(Approved by Finance Committee May 9, 2023 and deferred from the May 16, 2023 Commission Meeting)**

Motion to approve a budget appropriation of \$1.3 million dollars from ARP funding to the Augusta Library and then have them repay their debt of \$1.3 million dollars back to the City.

Motion made by Williams, Seconded by Lewis.

Substitute motion to approve this item as presently recommended.

Motion made by Guilfoyle, Seconded by McKnight.

(Vote on substitute motion)

Mr. Johnson, Ms. Pulliam, Mr. Mason, Mr. Williams, Mr. Lewis, Mr. Garrett and Ms. Scott vote No.

Motion fails 3-7.

Motion to approve a one-time budget appropriation of \$1.3 million dollars from ARP funding to the Augusta Library with the Administrator to draft an MOU agreement with details for a repayment plan.

Motion made by Williams, Seconded by Lewis.

Ms. McKnight, Mr. Frantom, Mr. Garrett and Mr. Guilfoyle vote No.

Motion carries 6-4.

PUBLIC SAFETY

35. Motion to approve Augusta-Richmond County FY24 Capacity Agreement for State Inmates to be housed at the Richmond County Correctional Institution

Motion to approve deleting this item from the agenda.

Motion made by Frantom, Seconded by Smith-McKnight.

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

Motion carries 10-0.

36. Motion to approve Community Cat Ordinance Amendment. **(Approved by Full Commission April 18, 2023)**

Motion to approve and to waive the second reading.

Motion made by Frantom, Seconded by Smith-McKnight.

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

Motion carries 10-0.

37. Motion to approve the FY2024 Criminal Justice Coordinating Council grant award for the Family Treatment Court Program in the amount of \$134,120.

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

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

Motion carries 10-0.

38. Motion to approve the FY2024 Criminal Justice Coordinating Council grant award for the Adult Felony Drug Court Program in the amount of \$727,962.

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

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

Motion carries 10-0.

39. Motion to accept FY24 Criminal Justice Coordinating Council Grant

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

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

Motion carries 10-0.

APPOINTMENT(S)

40. Consider the following for appointment to the Augusta Economic Development Authority: **(Submitted by Mayor Garnett Johnson)**

1. Greg Hill (Requested by Commissioner Tony Lewis); **2.) Melanie Taylor** (Requested by Commissioner Sean Frantom. **3) Deke Copenhaver** (Requested by Commissioner Wayne Guilfoyle). To replace the following **1) Henry Ingram, 2) Brenda Bonner 3) Remer Brinson**

Item 8.

It was the consensus of the Commission that this item be deleted from the agenda.

41. Motion to **approve** the appointment of Ms. Collette D'Antignac to Augusta Economic Development Authority to replace Mrs. Brenda Bonner. **(Requested by Commissioner Francine Scott)**

Motion to approve.

(No other nominations are noted)

Motion made by Frantom, Seconded by Scott.

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

Mr. Garrett out.

Motion carries 9-0.

42. Motion to **approve** the appointment of **Mr. Corey Johnson** to the Augusta Economic Development Authority to the seat currently held by Mr. Charles Lamback. **(Requested by Commissioner Alvin Mason)**

Motion to approve.

Mr. Mason moves to close nominations.

Motion made by Mason, Seconded by Smith-McKnight.

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

Mr. Garrett out.

Motion carries 9-0.

43. Motion to **approve** the appointment of **Mr. Greg Hill** to the Augusta Economic Development Authority to replace Mr. Remer Brinson. **(Requested by Commissioner Tony Lewis and submitted by Mayor Garnett Johnson).**

Motion to approve.

Mr. Frantom moves to close nominations.

Motion made by Lewis, Seconded by Frantom.

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

Mr. Garrett out.

Motion carries 9-0.

44. Motion to **approve** the appointment of Mr. Deke Copenhaver to the Augusta Economic Development Authority to replace Mr. Henry Ingram. **(Requested by Commissioner Wayne Guilfoyle and submitted by Mayor Garnett Johnson)**

Motion to approve.

Mr. Mason moves to close nominations.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Johnson, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Guilfoyle

Voting Nay: Williams, Lewis

Mr. Garrett out.

Motion carries 7-2.

LEGAL MEETING

A. Pending and Potential Litigation

B. Real Estate

C. Personnel

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

ADDENDUM ITEM

1. Receive update from Chief Tax Appraiser Scott Rountree regarding the upcoming home valuations. (Requested by Commissioner Bobby Williams)

Unanimous consent is given to add this item to the agenda.

Motion to approve receiving this item as information.

Motion made by Frantom, Seconded by Johnson.

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

Motion carries 10-0.

CALLED MEETING

COMMISSION CHAMBER

June 13, 2023

Augusta Richmond County Commission convened at 11:00 a.m., Tuesday, June 13, 2023, the Honorable Garnett Johnson, Mayor, presiding.

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

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

Mr. Mayor: Attorney Brown, are we ready?

Mr. Brown: Yes, sir.

Mr. Mayor: Madam Clerk, good day. Ladies and gentlemen, thank ya'll for being here. I call this meeting to order. Attorney Brown.

1. LEGAL MEETING

A. Pending and potential litigation

B. Real estate

C. Personnel

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

Ms. McKnight: So move.

Mr. Johnson: Second.

Mr. Mayor: Madam Clerk, I have a motion and a second. Voting.

Mr. Garrett out.

Motion carries 7-0.

Mr. Mayor: Thank you, Madam Clerk. We are now in executive session. Thank you.

[EXECUTIVE SESSION]

Mr. Mayor: Ladies and gentlemen, I certainly appreciate you being here today. I call this meeting now back to order. Attorney Brown.

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

Mr. Brown: Thank you, sir. Mayor Johnson, Commissioners, we ask that you approve a motion to execute the closed meeting affidavit.

Mr. Garrett: So moved.

Ms. McKnight: Second that.

Mr. Mayor: Madam Clerk, there's a motion and a second. If there are no further discussions, voting.

Motion carries 8-0.

Mr. Mayor: Thank you, Madam Clerk. Attorney Brown, are there any motions?

Mr. Brown: Yes, sir, there's one motion. We would request a motion to approve settlement agreement addressing petitioners Augusta's petition for appeal of permit GAS000200 in the matter of 2228558-OSAH-BNR-WQC-121Schroer and to authorize the Mayor to execute said agreement.

Mr. Johnson: So move.

Mr. Williams: Second.

Mr. Mayor: Thank you, Attorney Brown. So there's a motion from Commissioner from the 1st, a second from the commissioner from the 5th and no further discussions. Voting.

Mr. Garrett not voting.
Motion carries 7-0.

Mr. Mayor: Thank you, Madam Clerk. Attorney Brown, does that conclude all motions from executive session?

Mr. Brown: Yes, sir.

Mr. Mayor: Thank you. With that being said, this meeting is hereby closed and now we'll move forward to committee meetings.

[MEETING ADJOURNED]

Lena J. Bonner
Clerk of Commission

CERTIFICATION:

I, Lena J. Bonner, Clerk of Commission, hereby certify that the above is a true and correct copy of the minutes of Called Meeting of the Augusta Richmond County Commission held on June 13, 2023.

Clerk of Commission



Commission Meeting

June 20, 2023

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the appointment of Mr. Roderick F. Pearson to Augusta's Housing and Community Development Citizens Advisory Board representing District 3 .
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title	Mr.		
First Name *	Roderick		
Middle Name *	Fain		
Last Name *	Pearson		
Suffix			
Date Of Birth *	2/26/1956		
Address *	Street Address 3448 Heather Drive Address Line 2 City Augusta State / Province / Region Georgia Postal / Zip Code 30909 Country United States		
Home Phone *	7066273163		
Work Phone	706-627-3163		
Registered Voter *	<div style="display: flex; justify-content: space-between;"> <div> <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 </div> <div> <input type="radio"/> District 2 <input type="radio"/> District 4 <input type="radio"/> District 6 <input type="radio"/> District 8 </div> </div>		
Marital Status *	Married		
Education *	College Degree		
Race *	Black		
Gender *	Male		
Occupation *	Owner of Clear Vision DUI Program		
Interests	Housing Authority Board		

Commissions, Authorities, & Boards

Volunteer For * Augusta Housing Authority
 Click add below to apply for more than one board.

Volunteer For*

Downtown Development Authority

Click add below to apply for more than one board.

Volunteer For*

Augusta-Richmond County Board of Tax Assessors

Click add below to apply for more than one board.

Volunteer For*

Augusta-Richmond County Coliseum Authority

Click add below to apply for more than one board.

*

I currently have relatives working for the City of Augusta

☐ Yes

☒ No

*

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

☐ Yes

☒ No

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

☒ Yes

☐ No

Email

Rfain70@aol.com



Commission Meeting

June 20, 2023

Augusta-Richmond County Correctional Institution Capacity Agreement (FY24)

Department:	Augusta-Richmond County Correctional Institution
Presenter:	Evan Joseph, Warden
Caption:	Motion to approve Augusta-Richmond County FY24 Capacity Agreement for State Inmates to be housed at the Richmond County Correctional Institution. (Approved by Public Safety Committee June 13, 2023)
Background:	Augusta-Richmond County contracts with the Georgia Department of Corrections to house Two Hundred Thirty (230) non-violent state inmates. Inmates perform skilled/non-skilled labor in various city departments.
Analysis:	The Georgia Department of Corrections pays the City of Augusta a per diem of Twenty-two (\$22.00) per day per inmate. The inmates supplement the City of Augusta's workforce.
Financial Impact:	The revenues receive from the state of Georgia is approximately (45%) of the department's annual budget.
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF CORRECTIONS
AND
AUGUSTA GEORGIA
COUNTY CAPACITY**

THIS AGREEMENT is entered into the 1st day of July, 2023, by and between the GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (“Department”), and AUGUSTA GEORGIA, a political subdivision of the State of Georgia (“County”), acting by and through its Board of County Commissioners, referred to individually as “Party” or together as “Parties.”

WHEREAS, Department desires to contract with County for appropriate care and custody of certain offenders for which Department is responsible, (“State Offenders”); and

County desires to provide appropriate care and custody of State Offenders at a correctional institution operated by County (“Services”).

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Care and Custody. County agrees to provide complete care and custody of up to 230 State Offenders daily, for the Term of this Agreement and in accordance with all applicable state and federal laws, rules, and regulations. Without limiting the generality of the foregoing, County specifically agrees that no State Offender labor shall benefit private persons or corporations.

2. Recording Offender Movement in SCRIBE. County agrees to record any and all movement of State Offenders transferred in and out of the County facility by entering the movement in Department’s SCRIBE system on the same day the movement occurs. Movements that are not entered in SCRIBE on the day the movement occurs will not show as an adjustment and result in an inaccurate daily count. County is solely responsible for implementing procedures to ensure that SCRIBE entries are made accurately and in a timely manner. County is responsible for verifying the State Offender count and all movements in and out of the County facility in SCRIBE on a daily basis to ensure that the count is accurate. County understands that the count reflected in SCRIBE is the official count for purposes of calculating payment under this Agreement. Late documentation, lack of documentation, or inaccurate documentation may result in delayed payment or non-payment under this Agreement. County agrees to grant Department access to County’s records, documentation procedure, and personnel for purposes of auditing SCRIBE entries and verifying State Offender count at any time upon Department’s request.

3. Notification of Medical Treatment. County shall notify Department of any State

Offender that the County transfers to a hospital for treatment that will require an overnight stay or for whom treatment is likely to cost in excess of One Thousand Dollars (\$1,000.00). Said notification shall be provided via telephone contact within Twenty-Four (24) hours of offender being admitted for treatment on an outpatient or inpatient basis. County shall notify Department pursuant to this paragraph by calling the Department's "On Call Utilization Management Nurse" at 404-863-3079 at any time of day or night.

4. Employee or Offender Misconduct. The County agrees that it will notify the Department within ten (10) business days after terminating an employee of the County correctional institution for misconduct or of the resignation of any employee in connection with an allegation or investigation of misconduct. The County further agrees that it will notify the Department within ten (10) business days if it, one of its employees, or any other law enforcement officer secures a criminal warrant for the arrest or otherwise pursues the prosecution of an offender being housed at the County CI for criminal conduct allegedly committed at the County CI. County agrees that it will not hire any employee terminated by Department for misconduct or who resigns from Department in connection with an allegation or investigation of misconduct.

5. Compensation. Department agrees to pay County the sum of Twenty-Two Dollars (\$22.00) per State Offender per day for the duration of this Agreement. County agrees that upon receipt of documentation from the Department showing inmate dates and total amount of payment, County shall validate the accuracy of the documentation in a manner as prescribed by the Department and return the validation of the same to the Business Management Unit within seven (7) business days of receiving the documentation. Department shall endeavor to pay County for Services within Forty-Five (45) days of invoice receipt in approved form. County acknowledges and agrees that the Commissioner of Corrections shall have sole authority with respect to the transfer of State Offenders to and from the County correctional institution and Department shall not incur charges for State Offenders not under the care and custody of County. A State Offender is not under the care and custody of County when a State Offender is not housed at the County facility including when a State Offender is out to court or sent to a Department facility for medical or mental health evaluation.

6. Term of Agreement. The term of this Agreement shall be from July 1, 2023, until 11:59 p.m. on June 30, 2024 (the "Term"). The Parties may, by mutual agreement in writing, extend the Term for additional time periods.

7. Termination. Department may at any time and for any reason terminate this Agreement by providing written notice in advance of such termination to County. In the event of termination under this paragraph, Department shall pay County for Services performed prior to the effective date of termination; provided, however, that payments otherwise due County may be applied by Department against amounts due or claimed to be due to Department. In the event that County fails to comply with the provisions of this Agreement, Department may terminate this Agreement for cause and without notice. If termination is for cause, payments may be withheld by Department on account of the Services being deemed deficient and not remedied by County prior to the effective date of

termination. County shall be liable to Department for any additional cost incurred by Department as a result of deficiencies in the Services to be provided hereunder.

8. Prison Rape Elimination Act. County agrees that it will adopt and comply with 28 C.F.R. 115, entitled the Prison Rape Elimination Act ("PREA"). As required in 28 C.F.R. 155.12, County further agrees to cooperate with Department in any audit, inspection, or investigation by Department or other entity relating to County's compliance with PREA. Department shall monitor the County's compliance with PREA and shall have the right to inspect any documents or records relating to such audit, inspection or investigation, and County will provide such documents or records at Department's request. County acknowledges that any violation of PREA is a material breach of this Agreement, is cause for termination of this Agreement and may lead to administrative and criminal sanctions. The County shall acknowledge in writing that the Department has advised the County of these matters.

9. Notices. Any notice under this Agreement, other than those referenced in Paragraph 3, "Notification of Medical Treatment," shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail, return receipt requested, to a Party hereto at the address set forth below or to such other address as the Parties may designate by notice from time to time in accordance with this Agreement.

If to the County:

Augusta Georgia
Administrator, Board of Commissioners
535 Telfair Street, Suite 910
Augusta, GA 30901

With a copy to:

Richmond County Prison
Warden, Evan Joseph
2314 Tobacco Road
Augusta, GA 30906

If to the Department:

Jennifer Ammons
General Counsel
Georgia Department of Corrections
State Office South, Gibson Hall, 3rd Floor
P.O. Box 1529
Forsyth, Georgia 31029

With a copy to:

Robert Toole
Facilities Director
Georgia Department of Corrections
State Office South, Gibson Hall, 1st Floor
P.O. Box 1529
Forsyth, Georgia 31029

10. Reimbursement of Medical Costs.

- a. Department agrees to reimburse County for certain costs of medical services required for medical conditions which: (1) pose an immediate threat to life or limb, and (2) occur under circumstances in which the State Offender cannot reasonably be placed in a state institution for the receipt of this care ("Emergency Medical Services"). Department's obligation to reimburse County for the cost of any medical services, to include Emergency Medical Services, arises only when the cost per State Offender per incident exceeds One Thousand Dollars (\$1,000.00), and Department shall only be liable for the amount in excess of One Thousand Dollars (\$1,000.00), subject to the limitations of this paragraph and other applicable laws and regulations.
 - b. County agrees to invoice Department monthly for the actual cost of Emergency Medical Services paid by County. If there existed any rate agreement between County and the hospital or hospital authority at the time Emergency Medical Services were rendered, the invoice must reflect such rate. All invoices from County must include an invoice or receipt from the hospital that clearly shows the actual cost of Emergency Medical Services paid by County.
 - c. Department is not liable to County for any late fees or charges imposed by the hospital, hospital authority (collectively, "Late Fees"), or other service provider, for late or nonpayment by the County. County agrees to exclude Late Fees from its invoices to Department.
 - d. If Department reasonably determines that there is a difference between the actual cost incurred by County and the invoice sent to Department, Department may assess an administrative fee of one-half (1/2) of the difference to cover the administrative costs incurred by the Department. Department shall send County written notice of any administrative fees, and County shall have Thirty (30) days to make payment or to dispute the fee in writing. If County does not make payment of undisputed administrative fees by the due date, Department is entitled to a setoff of the same amount against future payments owing to County.
 - e. Pursuant to O.C.G.A. § 42-5-2(c), Department shall reimburse County no more than the applicable Georgia Medicaid Rate for Emergency Medical Services provided to a State Offender by a hospital, hospital authority, or other service provider. Department shall not be liable to County for any amount paid by County to a hospital, hospital authority, or other service provider, in excess of the Medicaid Rate for emergency services provided to a State Offender.
11. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof, and all prior representations, agreements, understandings and undertakings between the parties

hereto with respect to the subject matter hereof are merged herein.

12. Sole Benefit. Department and County enter into this Agreement for their sole benefit. Department and County do not intend to give any rights pursuant to this Agreement to any other parties.

13. Choice of Law and Venue. The Contract shall be governed in all respects by the laws of the State of Georgia. Any lawsuit or other action brought against the Department and the State based upon or arising from this Agreement shall be brought in the Superior Court of Fulton County, Georgia.

14. Amendment. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the Parties.

15. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No Party shall be bound by this Agreement until all Parties have executed it.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF
CORRECTIONS:

COUNTY:

By: _____
Jennifer Ammons
General Counsel

By: _____

Print Name: _____

Title: _____

FACILITY WARDEN/SUPERINTENDENT

By: _____

Print Name: _____



Commission Meeting

June 20, 2023

Federal Aviation Administration (FAA) Reimbursable Agreement to Upgrade Mark 1F Instrument Landing System

Department:	Augusta Regional Airport
Presenter:	Herbert Judon
Caption:	Motion to approve Runway 35 Special Authorization Category II (Low Visibility) Approach, Federal Aviation Administration (FAA) Reimbursable Agreement in the amount of \$1,306,593.64. Approved by the Augusta Aviation Commission on April 27, 2023.
Background:	<p>In 2022 Airport Staff requested guidance from the FAA to purchase ground based Navigational Aids (NAVAID's) improvements to our current Category I Instrument Landing System (ILS) for Runway 35. The overall project would transition the Category I Instrument Landing System to a Special Authorization (SA) Category II Instrument Landing System for Runway 35.</p> <p>The operational benefit with a SA Category II ILS for Runway 35 will allow flight crews to fly the aircraft safely to a new lower Minimum Decent Altitude (MDA) when extreme/severe weather (i.e., fog) is present in the Airport Environment. Flight Crews have two (2) choices when they are unable to land due to severe reduced weather visibility. These include flying to their flight planned Alternate Airport or requesting that Air Traffic Control (ATC) give instructions to hold (i.e., holding patterns) at two (2) locations that are published on the Instrument approach plate for Runway 35.</p> <p>The Reimbursable Agreement (Agreement) is a requirement by the FAA for AGS to achieve the goal of receiving a SA Category II ILS approach to Runway 35. The Agreement spells out the responsibility of both the Airport/Sponsor and the FAA. In the Agreement, the FAA estimated it would need payment from AGS in the amount of \$1,306,593.64. This money would be used to purchase required new electronic FAA equipment, materials, reviewing engineering plans and specifications, construction observation of the contractor, certifying and publishing the new SA Category II ILS for AGS.</p> <p>This Agreement does not include design, bidding services and construction services by our Consultant on behalf of the Sponsor. This Agreement will include materials, supplies, equipment and engineering and construction oversight services by the FAA associated with the SA CAT II upgrades on Runway 35.</p>

Analysis:	This Reimbursable Agreement will purchase current NAVAID's equipment to Upgrade Mark 1F Instrument Landing System for Runway 35 project. The FAA titles this Agreement "Upgrade Mark 1F Instrument Landing System".
Financial Impact:	The Agreement will be funded via Airport Enterprise Funds. Construction is proposed to be funded via Airport Enterprise Funds in Fiscal year 2024.
Alternatives:	To deny.
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on April 27, 2023.
Funds are available in the following accounts:	551081301-5412110
<u>REVIEWED AND APPROVED BY:</u>	N/A

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

AUGUSTA REGIONAL AIRPORT, AUGUSTA, GEORGIA

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the Augusta Regional Airport Authority (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and **Augusta Regional Airport Authority**.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

- A. The purpose of this Agreement between the FAA and the Sponsor is to provide FAA engineering design review and construction oversight for the Sponsor's effort to establish Special Authorization Category II Approach (SA CAT II) on Runway 35. This effort includes the sponsor's upgrade of the ILS system (Localizer and Glide Slope. This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

**“Upgrade Mark 1F Instrument Landing System (ILS) at
Augusta Regional Airport”**

- B. The FAA will perform the following activities:

1. Provide all available site-specific facility reference drawings. Provide FAA Computer-Aided Engineering Graphic (CAEG) Drawing Standards package to assist design firms with standards compliance. This package will include example drawings (paper and electronic copies), map files, symbol libraries and related documentation.
2. Provide guidance, technical assistance and review the Sponsor's design drawings and specification for the following:
 - a. The upgrade from a Mark 1F Hybrid to a 14-element ILS 420 Localizer and Glide Slope with Capture Effect.
3. Review Sponsor provided construction design packages, at the 60%, 90% and 100% levels of the project. At each review, the FAA shall have a maximum of 30 business days to provide feedback through written instructions, drawings and other communications regarding the sufficiency of the Sponsor's designs.
4. Provide a resident engineer (RE) and project engineer during construction. The RE will arrive on-site a week before the start of work (for security clearances and pre-construction meeting) and remain on FAA facilities until all construction punch-lists are cleared. The RE will have no contractual relationship with the Project Sponsor's contractor. The RE will submit weekly reports documenting construction progress and be responsible for promptly identifying pertinent issues (such as lack of progress, safety/quality problems, etc.) to the Project Sponsor.
5. Procure new dual element/dual frequency ILS system with capture effect (Thales ILS 420 system as specified) at sponsor expense.
6. Procure necessary spares, depot spares and test equipment for the ILS at sponsor expense
7. Conduct initial site survey to determine usability of existing equipment shelters. Procure GS and LOC equipment shelters per site survey determination at sponsor expense.
8. Perform all cable terminations, final installation and tune-up of ILS electronics.
9. Provide Installation Engineers and Technicians for final installation and tune-up of the ILS electronics equipment. The Installation Engineers/Technicians will be on-site from the start of the electronics installation until the facilities pass flight inspection. We estimate a duration of 45 consecutive calendar days for NAVAIDS Reimbursable Center Technicians.
10. Establish Remote Maintenance Monitoring to include telco.
11. Perform commissioning flight check(s) on all FAA equipment included in this agreement.
12. Coordinate lease modification requirements with the Sponsor for each facility.
13. Arrange for the shipment of the existing equipment to the FAA Depot in Oklahoma City, OK or other FAA location as needed.
14. Participate in the Contractor's Acceptance Inspection (CAI) with the local FAA representative and the Sponsor for the ILS.

15. Conduct a Joint Acceptance Inspection (JAI) with the local FAA representative and the Sponsor. A formal list of exceptions (as defined in FAA Order 6010.7A as conditions within the scope of the project that do not meet FAA standards of acceptability) will be given to the Project Sponsor within 15 calendar days of facility commissioning/restoration. Latent defects may be added to the list of exceptions through the formal process outlined in the JAI Order.

C. The Sponsor will perform the following activities:

1. Provide construction drawings and specifications that comply with the FAA CAEG Standards and current FAA design criteria. Provide CAD Files prior to construction and upon completion with as-built mark ups.
2. Develop construction design package for the replacement of the current ILS with the Thales ILS-420 system, glideslope and localizer, to include the foundation, cables and wiring, duct bank, conduits and grounding plan necessary to install the system. This may include modifications to the existing platform or foundation.
3. Submit design package for FAA approval. Five sets of drawings and specifications shall be provided for each review. The FAA shall have 30 days to provide comments for each submittal.
4. Provide a designated representative who will be available to the FAA during this project. This representative will be responsible for addressing FAA concerns to the Project Sponsor's contractor as well as assisting FAA in ensuring timely permit and airport coordination approvals.
5. Construct infrastructure to install new dual element/dual frequency ILS system with capture effect (Thales ILS 420 system as specified) according to FAA approved design specifications.
6. Notify the FAA Project Engineer, a minimum of 30 calendar days in advance of major project milestones. Major milestones shall include a Notice to Proceed, changes to the project schedule, facility outages and formal inspections. A project schedule must be presented to the FAA in advance of the Notice to Proceed for planning purposes.
7. Complete all necessary environmental plan approvals and obtain associated permits.
8. Obtain all necessary construction permits, easements and encroachment permits. This work includes meeting all airport security requirements, submitting Form 7460-1 (Notice of Proposed Construction or Alteration) and Form 7460-2 (Supplemental Notice).
9. Participate in CAI and final JAI with FAA representatives and correct construction exceptions as noted. If exceptions are not corrected within 45 calendar days, the FAA will clear remaining CAI/JAI exceptions and charge the cost to the Sponsor through the reimbursable agreement. All exceptions must be cleared or otherwise resolved before the agreement can be closed out.
10. Provide 'as-built' drawings to the FAA in paper and electronic file transfer forms within 60 days of project completion.

11. Submit FAA Form 6000-26 Airport Sponsor Strategic Event Submission Form no less than 45 days prior to the start of construction that will impact NAS facilities, result in a full or partial runway closure, or result in a significant taxiway closure. This form is available on the Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) website. This form may also be used to notify the FAA of any changes to the project schedule.

D. This agreement is in whole or in part funded with funding from an AIP grant [] Yes [x] No. If Yes, the grant date is: _____ and the grant number is: _____. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 4. Points of Contact

A. FAA:

1. The FAA Eastern Service Area, Planning and Requirements Group, NAS Planning and Integration Office will provide administrative oversight of this Agreement. Timothy Arch is the Lead Planner and liaison with the Sponsor and can be reached at (404) 305-7181 or via email at timothy.arch@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes that affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. The FAA Eastern Service Area, NAVAIDS Engineering Center will perform the scope of work included in this Agreement. James Baldwin is the NAVAIDS Engineering Center Manager and liaison with the Sponsor and can be reached at (404) 305-7059 or via email at james.baldwin@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes that affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
3. FAA Contracting Officer: The execution, amendment, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, Brad Logan, who can be reached at (817) 222-1395 or via email at brad.logan@faa.gov.

B. Sponsor:

Herbert Judon Jr., AAE
Executive Director
Augusta Regional Airport
1501 Aviation Way
Augusta GA 30906
706.798.3236

ARTICLE 5. Non-Interference with Operations

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA's opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

ARTICLE 6. Property Transfer

- A. To the extent that the Sponsor provides any material associated with the Project, and to the extent that performance of the requirements of this Project results in the creation of assets constructed, emplaced, or installed by the Sponsor, all such material (buildings, equipment, systems, components, cable enclosures, etc.) and assets will be transferred to and become the property of the FAA upon project completion. For purposes of this Article 6, "project completion" means that FAA has inspected the specific equipment or construction, and has accepted it as substantially complete and ready for use. The creation of an additional agreement will not be required, unless such other agreement is required by the laws of the state in which the subject property is located. The Sponsor and FAA acknowledge by execution of this agreement the FAA will accept the fundamental responsibilities of ownership by assuming all operations and maintenance requirements for all property transferred to the FAA. The transfer of asset(s) will occur on the date the asset(s) is placed in service. It has been determined the subject transfer(s) to FAA is in the best interest of both the Sponsor and FAA.
- B. In order to ensure that the assets and materials subject to this Article remain fully accounted-for and operational, the Sponsor will provide the FAA any additional documents and publications that will enhance the FAA's ability to manage, maintain and track the assets being transferred. Examples may include, but are not limited to, operator manuals, maintenance publications, warranties, inspection reports, etc. These documents will be considered required hand-off items upon Project completion.

ARTICLE 7. Estimated Costs

The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
WB4020 Engineering	\$ 30,352.00
WB4050 Construction	\$ 54,240.00
WB4060 Site Preparation	\$ 81,360.00
WB4070 JAI/Cx/Closeout	\$ 39,120.00
Labor Subtotal	\$ 205,072.00
Labor Overhead	\$ 40,768.32
Total Labor	\$ 245,840.32
Non-Labor	
WB4020 Engineering	\$ 2,325.00
WB4050 Construction	\$ 835,887.50
WB4060 Site Preparation	\$ 103,683.50
WB4070 JAI/Cx/Closeout	\$ 10,283.00
WB4080 Telecommunications	\$30,000.00
Non-Labor Subtotal	\$982,179.00
Non-Labor Overhead	\$ 78,574.32
Total Non-Labor	\$ 1,060,753.32
TOTAL ESTIMATED COST	\$ 1,306,593.64

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9 of this Agreement. This Agreement will not extend more than five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest-bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.

- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Reimbursable Receipts team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS or overnight method is:

Federal Aviation Administration
 Reimbursable Receipts Team
 800 Independence Ave S.W.
 Attn: Rm 612A
 Washington D.C. 20591
 Telephone: (202) 267-1307

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

Herbert Judon Jr., AAE
 Executive Director
 Augusta Regional Airport
 1501 Aviation Way
 Augusta GA 30906
 706.798.3236

- D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.
- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Amendments

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

- A. This Agreement
- B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under one or more of the following authorities: 49 U.S.C. § 106(l), 31 U.S. Code 6505 Intergovernmental Cooperation Act. Under these authorities, the Administrator of the FAA is authorized to enter into and perform such contracts, leases, cooperative agreements and other transactions as necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator considers appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2.1, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. RESERVED

ARTICLE 22. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

AGREED:

FEDERAL AVIATION ADMINISTRATION

SIGNATURE _____
NAME _____
TITLE Contracting Officer
DATE _____

AUGUSTA REGIONAL AIRPORT

SIGNATURE _____
NAME _____
TITLE _____
DATE _____



U.S. Department Of
Transportation
**Federal Aviation
Administration**

Southwest Region
Logistics Service Area

Fort Worth, TX 76193

March 9, 2023

Herbert Judon Jr., AAE
Executive Director
Augusta Regional Airport
1501 Aviation Way
Augusta GA 30906

Dear Mr. Judon,

This document is the payment computation and the request for payment referenced in Article 9 of Reimbursable Agreement #AJW-FN-ESA-22-SO-005136 between the Federal Aviation Administration and Augusta Regional Airport Authority. (Herein referred to as the Agreement) to which this document is attached.

As set forth in Article 7 of Reimbursable Agreement #AJW-FN-ESA-22-SO-005136 the agency's total estimated cost to be reimbursed is \$1,306,593.64. The advance payment, or start-up amount will be \$1,306,593.64. The Sponsor can either make payment via check (Type the MOA/RA number on the check to expedite processing.) or you can use Pay.Gov (Most Preferred Method). Attached to this document are the instructions on how to use pay.gov.

Upon receipt of this notice, please send payment or pay via Pay.Gov in the amount of \$1,306,593.64. to the FAA as described in Article 9 of the Agreement. After payment is received, the FAA may begin to incur obligations to implement the Agreement. Please provide Mr. Brad Logan a copy of that check.

When you send your payment, please include a copy of this document and send payment to:

Billing Office/Fedex Address

Federal Aviation Administration
Reimbursable Receipts Team
800 Independence Ave. S.W.
Room 612A
Washington D.C. 20591
Telephone: 202-267-1307

For further information, please contact Mr. Brad Logan, Acquisition Management Branch, AAQ-570, 817-222-4395.

Sincerely,

Bradley K. Logan

Bradley K. Logan
Contracting Officer

Enclosure

Reimbursable Agreement #AJW-FN-ESA-22-SO-005136

cc: Planning and Requirements Group



U.S. Department Of
Transportation
**Federal Aviation
Administration**

Southwest Region
Logistics Service Area

Fort Worth, TX 76193

March 9, 2023

Herbert Judon Jr., AAE
Executive Director
Augusta Regional Airport
1501 Aviation Way
Augusta GA 30906

Dear Mr. Judon,

This letter is in reference to Reimbursable Agreement #AJW-FN-ESA-22-SO-005136 between the Federal Aviation Administration and Augusta Regional Airport Authority. Please send one (1) signed copy via E:Mail and if you still require a wet signature, please send one (1) original to the following address:

Federal Aviation Administration
Attn: Brad Logan (AAQ-570)
10101 Hillwood Parkway
Fort Worth, Texas 76177

For further information, please contact Mr. Brad Logan, Acquisition Management Branch, AAQ-570, 817-222-4395.

Sincerely,

Bradley K. Logan

Bradley K. Logan
Contracting Officer

Enclosure
Reimbursable Agreement #AJW-FN-ESA-22-SO-005136
cc: Planning and Requirements Group

The FAA Reimbursable Program preferred method of payment is Pay.Gov

Pay.gov Facts

- Free of charge
- Secure processing
- Overnight post to Treasury
- Eliminates mailing costs
- Eliminates 5-7 working days of transit and processing to the FAA
- Forms of payments accepted:
 - Checks accepted – (see image below for check routing and account number information.)

U.S. Checks

PAY TO
THE ORDER OF _____ \$ _____
DOLLARS

YOUR FINANCIAL INSTITUTION
BANK ADDRESS
BANK CITY, STATE, ZIP
BANK PHONE

FOR _____

0123456789 0123456789012 1001

Bank Routing Number Bank Account Number

- Debit or Credit Cards accepted – Up to the daily limit
- Bank Account (ACH) accepted
- Amazon Account accepted

Submitting Reimbursable Payment via pay.gov

Project sponsors can use the pay.gov system to submit payment for FAA reimbursable agreements

- The use of pay.gov is free of charge to the project sponsor/customer
- The project sponsor must still provide the fully executed agreement before funding can be obligated/used within the FAA
- Project sponsors can pay via check or credit card on the pay.gov system
- Credit card payments limit cardholder daily transaction limits set by their credit card bank
- Per type of credit card, the total allowed limitation is \$24,999.00

Basic Instructions for Using pay.gov

Step	Instructions
1. Find the Correct Agency Form	<ul style="list-style-type: none"> • Go to pay.gov website https://www.pay.gov/public/home • Use the Search box at the top of the home page to find "FAA Non-Federal Reimbursable Agreements" or select the link below https://www.pay.gov/public/form/start/30552300 • Click on "continue to the form"
2. Prepare	<p>Prepare payment information by gathering information needed for payment</p> <ul style="list-style-type: none"> • FAA specific information: Agreement Number, FAA POC "AFM-700 Reimbursable Project Team" • Sponsor payment information: checking or savings account number, the bank's routing transit number from a check or bank statement, credit card account number, expiration date and the security code from the back of the card
3. Complete the Agency Form	<p>Complete the FAA Reimbursable Agreement Form</p> <ul style="list-style-type: none"> • Required information is marked with an asterisk (*) • Make sure you have clicked all boxes
4. Enter Your Payment Information	<p>Enter your payment information</p> <ul style="list-style-type: none"> • Select your payment method (e.g., credit card or check) • Make sure you have checked all fields and clicked boxes • Enter Your Payment Account Information • Fill in the payment information. Make sure you type information in all the fields marked with an asterisk (*)
5. Review and Submit Your Payment	<p>Make sure the payment information and amount is correct.</p> <ul style="list-style-type: none"> • If you want to have a confirmation (receipt) emailed to you, click the box next to "I would like to receive an email confirmation of this transaction." Then type in your email address and confirm it • Click the box next to "I agree to the pay.gov authorization and disclosure statement." You MUST check this box or the payment will not be accepted
6. Save or Print Your Confirmation	<p>Pay.gov recommends you print the confirmation shown at the end of a payment</p>

- **Information above the first line:** Required information from the person that is making the payment. If questions arise, we will contact the POC listed.
- **Information between the two lines:** Sponsor must enter the FAA Agreement Number in the appropriate field. The Invoice Number may be left blank or type N/A.
- **Information below the last line:** Includes the amount of payment and any other information that that would be helpful. **If the Agreement field does not allow the entire Agreement Number for FAA, please list it again in the payment description field.** Both fields in this section are required.

Screenshot of the Form in pay.gov



FAA Non-Federal Reimbursable A

Company Name *	<input type="text" value="Your Company Name"/>	
	<input type="text" value="Additional Company Name"/>	
Business Address *	<input type="text" value="Your Company Business Address"/>	
Address 2	<input type="text" value="Continued Company Address"/>	
City *	<input type="text" value="City Location of the Company"/>	
State *	<input type="text" value="WA"/>	Zip Code * <input type="text" value="11111"/>
POC Name *	<input type="text" value="POC for your Company"/>	
POC Phone *	<input type="text" value="(888) 111-1111"/>	
POC Email *	<input type="text" value="Your Company POC Email @ your domain.com"/>	
<hr/>		
FAA Agreement Number	<input type="text" value="AJF-XX-XX-XX-AC-0026"/>	
FAA Invoice Number	<input type="text" value="Field Not Required"/>	
FAA POC Name	<input type="text" value="FAA Reimbursable AFM-700 HQ181"/>	
<hr/>		
Payment Amount *	<input type="text" value="\$100.00"/>	



Commission Meeting

June 20, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Business License & Customer Service Manager
Caption:	New Location: A.N. 23-15: A request by Ma Felme Coburn for an on-premise consumption Liquor, Beer & Wine License for Augusta Hawaiian, LLC located at 2801 Washington Rd Ste 105. There will be Sunday Sales . District 7. Super District 10.
Background:	This is a New Location.
Analysis:	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a fee of \$5,610.00.
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT**

Case Number: A.N. 23-15

Application Type: Consumption on Premise Liquor, Beer, Wine & Sunday Sales

Business Name: Augusta Hawaiian, LLC

Hearing Date: June 13, 2023

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

Applicant: ***Ma Felme Coburn***

Property Owner: The Kroger CO.

Address of Property: 2801 Washington RD Ste 105

Tax Parcel #: 013-0-013-00-0

Commission District: District: 7 Super District: 10

Background: New Location

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

- **Zoning:** B-2 (General Business) Zone
- **Distance Requirements:** The proposed location for consumption on premise Liquor, Beer, Wine & Sunday Sales meets the minimum distance location to churches, schools, libraries, and public recreation areas.

ADDITIONAL CONSIDERATIONS:

- **Reputation, character.** The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous violations of liquor laws.** If the applicant is a previous holder of a license to sell alcoholic liquors, whether or not he has violated any laws, regulations or ordinance relating to such business.
- **Manner of conducting prior liquor business.** If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which he conducted the business thereunder especially as to the necessity for unusual police observation and inspection in order to prevent the violation of any law, regulation or ordinance relating to such business.

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

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

RECOMMENDATION:

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

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

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

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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year 2023 Alcohol Account Number 351

1. Name of Business Augusta Hawaiian LLC
2. Business Address 2801 Washington Road Ste 105
3. City Augusta State GA Zip 30909
4. Business Phone () _____ Home Phone (706) 832-9045
5. Applicant Name and Address: Ma Felme Viger Coburn
2203 Pleasant Drive
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) Mark Coburn
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
() Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: _____
12. Mailing Address: _____
Name of Business Augusta Hawaiian LLC
Attention Ma Felme Coburn
Address 2203 Pleasant Drive
City/State/Zip Augusta GA 30907
13. Ownership Type: () Corporation (☒) Partnership () Individual
14. Corporate Name: Augusta Hawaiian LLC
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
Tammi Kenge	Partner		1834 Mucke Ann Way Hephzibah GA 30815	49%
Ma Felme Coburn	Partner		2203 Pleasant Drive Augusta GA 30907	51%

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

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

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

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



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (✓) No
If yes, give full details: _____
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. () Yes (✓) No
If yes, give reason charged or held, date and place where charged and its disposition. _____
21. List owner or owners of building and property.
ma felme caburn
22. List the name and other required information for each person, firm or corporation having any interest in the business.
ma felme caburn
Tammi Kamae
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, ma felme caburn
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.
[Signature]
Applicant Signature
25. I hereby certify that ma felme caburn is personally known to be, That he/she signed his/her name to the forgoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.
This 7th day of August, in the year 2023.

[Signature]
Notary Public
COLUMBIA COUNTY, GEORGIA
AUGUST 30, 2024
COMMISSION EXPIRES
August 20, 2024

Department Recommendation	Approve	Comments
Alcohol Inspector		
Sheriff		
Fire Inspector		

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

Administrator

Date



Commission Meeting

June 20, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Business License & Customer Service Manager
Caption:	Existing Location: 23-16: A request by Florence Henley for an on premise consumption Liquor, Beer & Wine License to be used in connection with Tiffany's Eatery located at 828 Broad Street. District 1. Super District 9. Applicant failed to purchase the Alcohol License during renewal in the time allowed.
Background:	This is an Existing Location.
Analysis:	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a fee of 4,365.00.
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT**

Case Number: A.N. 23-16

Application Type: Consumption on Premise Liquor, Beer, Wine

Business Name: Tiffany's Eatery

Hearing Date: June 13, 2023

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

Applicant: *Florence Henley*

Property Owner: 828 Broad ST, LLC

Address of Property: 828 Broad ST

Tax Parcel #: 047-1-040-00-0

Commission District: District: 1 Super District: 9

Background: **Existing Location:** Customer did not purchase Yearly Alcohol License in the time allowed. **See Alcohol Ordinance: Sec 6-2-71**

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

- **Zoning:** B-2 (General Business) Zone
- **Distance Requirements:** The proposed location for consumption on premise Liquor, Beer, Wine & Sunday Sales meets the minimum distance location to churches, schools, libraries, and public recreation areas.

ADDITIONAL CONSIDERATIONS:

- **Reputation, character.** The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous violations of liquor laws.** If the applicant is a previous holder of a license to sell alcoholic liquors, whether or not he has violated any laws, regulations or ordinance relating to such business.
- **Manner of conducting prior liquor business.** If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which he conducted the business thereunder especially as to the necessity for unusual police observation and inspection in order to prevent the violation of any law, regulation or ordinance relating to such business.

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

FINANCIAL IMPACT: The applicant will pay a fee of \$4,365.00.

RECOMMENDATION:

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

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

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

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

COPY**ALCOHOL BEVERAGE APPLICATION**

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business Tiffany's Eatery
 2. Business Address 828 Broad Street
 3. City Augusta State GA Zip 30901
 4. Business Phone () _____ Home Phone (954) 541-1101
 5. Applicant Name and Address: Florence Pompey Henley
4301 NW 7th Ct
Plantation FL 33317
 6. Applicant Social Security # _____ D.O.B. _____
 7. If Application is a transfer, list previous Applicant(s) _____

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

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

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: _____
 12. Mailing Address: 4301 NW 7th Ct Plantation FL 33317
 Name of Business Tiffany's Eatery
 Attention Florence Henley
 Address 828 Broad St
 City/State/Zip Augusta GA 30901
 13. Ownership Type: () Corporation (☒) Partnership () Individual
 14. Corporate Name: _____
 List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
Florence Henley	owner		4301 NW 7th Ct Plantation FL	50%
Tiffany Sims			3415 NW 32nd St Lawrenceville GA	50%
Alpha Louis	agent		2916 Courtney Rd Augusta GA	0.

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

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer					
Consumption on Premises	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
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: 2022 - Issued
 17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (☒) Yes () No If so, please initial FPK

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



19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (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. _____

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

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

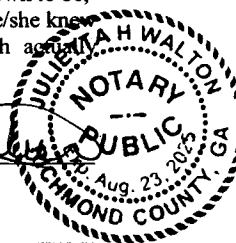
A) Church _____ C) School _____
B) Library _____ D) Public Recreation _____

24. State of Georgia, Augusta-Richmond County, I, _____
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.

[Signature]
Applicant Signature

25. I hereby certify that Dorrence Henley 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 administered by me, has sworn that said statements and answers are true.
This 26 day of April, in the year 2023.

[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 foregoing application

Administrator

Date



Commission Meeting

June 20, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Business License & Customer Service Manager
Caption:	Existing Location: 23-17: A request by Hemang D. Bhavsar for a retail package Beer & Wine License to be used in connection with Gas Express located at 1121 Fifteenth Street. District 1. Super District 9.
Background:	This is an Existing Location. Formerly in the name of David Meloni.
Analysis:	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a fee of \$1,330.00.
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT**

Case Number: A.N. 23-17

Application Type: Retail Package Beer & Wine

Business Name: Gas Express

Hearing Date: June 13, 2023

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

Applicant: *Hemang D. Bhavsar*

Property Owner: MAS Capital, LLC

Address of Property: 1121 Fifteenth Street

Tax Parcel #: 045-2-298-00-0

Commission District: District: 1 Super District: 9

Background: Existing Location

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

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

ADDITIONAL CONSIDERATIONS:

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

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

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

RECOMMENDATION:

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

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

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



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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business GAS EXPRESS
2. Business Address 1121 FIFTEENTH STREET
3. City AUGUSTA State GA Zip 30912
4. Business Phone (732) 798-3333 Home Phone () _____
5. Applicant Name and Address: HEMANG D BHAVSAR
2405 CHUKKER CREEK RD
AIKEN SC 29803
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) HEMANG BHAVSAR
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
(x) Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 03-06-2023
12. Mailing Address:
Name of Business GAS EXPRESS
Attention HEMANG BHAVSAR
Address 3011 WASHINGTON ROAD
City/State/Zip AUGUSTA GA 30907
13. Ownership Type: (x) Corporation () Partnership () Individual
14. Corporate Name: P AND D BHAVSAR 1 LLC
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
HEMANG D BHAVSAR	MEMBER		2405 CHUKKER CREEK RD	100%
			AIKEN SC 29803	

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		
Consumption on Premises					
Wholesale					

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

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



Item 14.

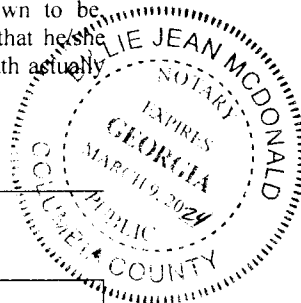


18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation 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.
SAH 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, HEMANG BHAVSAR
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.

Applicant Signature

25. I hereby certify that HEMANG BHAVSAR 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 20 day of MARCH, in the year 2023.

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



Commission Meeting

June 20, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Business License & Customer Service Manager
Caption:	Existing Location: 23-19: A request by Hemang D. Bhavsar for a retail package Beer & Wine License to be used in connection with Gas Express located at 912 Walton Way. District 1. Super District 9.
Background:	This is an Existing Location. Formerly in the name of David Meloni.
Analysis:	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a fee of \$1,330.00.
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT**

Case Number: A.N. 23-19

Application Type: Retail Package Beer & Wine

Business Name: Gas Express

Hearing Date: June 13, 2023

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

Applicant: *Hemang D. Bhavsar*

Property Owner: MAS Capital, LLC

Address of Property: 912 Walton Way

Tax Parcel #: 046-4-122-00-0

Commission District: District: 1 Super District: 9

Background: Existing Location

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

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

ADDITIONAL CONSIDERATIONS:

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

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

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

RECOMMENDATION:

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

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

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



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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business GAS EXPRESS
2. Business Address 912 WALTON WAY
3. City AUGUSTA State GA Zip 30901
4. Business Phone (732) 798-3333 Home Phone () _____
5. Applicant Name and Address: HEMANG D BHAVSAR
2405 CHUKKER CREEK RD
AIKEN SC 29803
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) HEMANG BHAVSAR
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
(x) Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 03-06-2023
12. Mailing Address:
Name of Business GAS EXPRESS
Attention HEMANG BHAVSAR
Address 3011 WASHINGTON ROAD
City/State/Zip AUGUSTA GA 30907
13. Ownership Type: (x) Corporation () Partnership () Individual
14. Corporate Name: P AND D BHAVSAR 1 LLC
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
HEMANG D BHAVSAR	MEMBER		2405 CHUKKER CREEK RD	0%
			AIKEN SC 29803	

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					

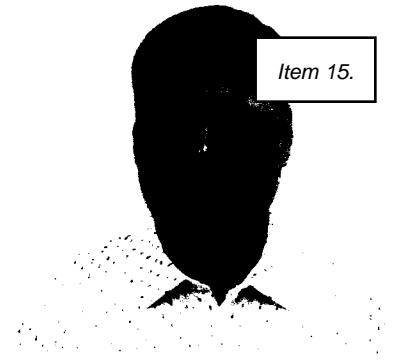
Total License Fee: \$ _____
Prorated License Fee: (After July 1 ONLY) \$ _____

16. Have you ever applied for an Alcohol Beverage License before: _____
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. HB

COPY

Item 15.

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.
SAH 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.

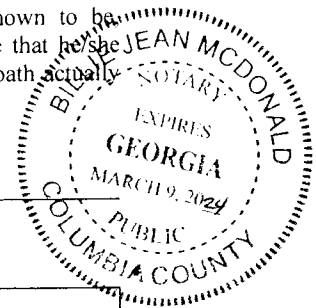
A.) Church _____ C.) School _____
B.) Library _____ D.) Public Recreation _____

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

Applicant Signature

25. I hereby certify that HEMANG BHAVSAR is personally known to me that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.
This 20 day of MARCH, in the year 2023.

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



Commission Meeting

June 20, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Business License & Customer Service Manager
Caption:	Existing Location: 23-18: A request by Hemang D. Bhavsar for a retail package Beer & Wine License to be used in connection with Gas Express located at 2058 Central Ave. District 1. Super District 9.
Background:	This is an Existing Location. Formerly in the name of David Meloni.
Analysis:	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a fee of \$1,330.00.
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT**

Case Number: A.N. 23-18

Application Type: Retail Package Beer & Wine

Business Name: Gas Express

Hearing Date: June 13, 2023

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

Applicant: *Hemang D. Bhavsar*

Property Owner: MAS Capital, LLC

Address of Property: 2058 Central Ave

Tax Parcel #: 044-4-093-00-0

Commission District: District: 1 Super District: 9

Background: Existing Location

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

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

ADDITIONAL CONSIDERATIONS:

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

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

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

RECOMMENDATION:

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

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

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



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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business GAS EXPRESS
2. Business Address 2058 CENTRAL AVENUE
3. City AUGUSTA State GA Zip 30904
4. Business Phone (732) 798-3333 Home Phone () _____
5. Applicant Name and Address: HEMANG D BHAVSAR
2405 CHUKKER CREEK RD
AIKEN SC 29803
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) HEMANG BHAVSAR
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
(x) Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 03-06-2023
12. Mailing Address:
Name of Business GAS EXPRESS
Attention HEMANG BHAVSAR
Address 3011 WASHINGTON ROAD
City/State/Zip AUGUSTA GA 30907
13. Ownership Type: (x) Corporation () Partnership () Individual
14. Corporate Name: P AND D BHAVSAR 1 LLC
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
HEMANG D BHAVSAR	MEMBER		2405 CHUKKER CREEK RD	100%
			AIKEN SC 29803	

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: _____
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. Q

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.
SAH 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, HEMANG BHAVSAR
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.

Hemang Bhavsar
Applicant Signature

25. I hereby certify that HEMANG BHAVSAR 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 20 day of MARCH, in the year 2023.

Billie Jean McDonald
Notary Public

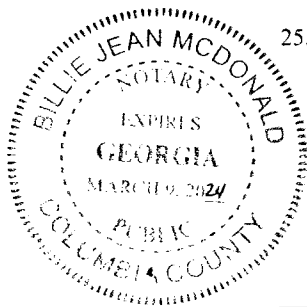
FOR OFFICE USE ONLY

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





Public Services

June 13, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Business License & Customer Service Manager
Caption:	Existing Location: 23-21: A request by Eunice Yi for a retail package Beer & Wine License to be used in connection with Get It To Go located at 3379 Milledgeville Rd. District 2. Super District 9.
Background:	This is an Existing Location. Formerly in the name of Chong Sook Chon.
Analysis:	The applicant meets the requirement of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a fee of \$1,330.00.
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT**

Case Number: A.N. 23-21

Application Type: Retail Package Beer & Wine

Business Name: Get It To Go

Hearing Date: June 13, 2023

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

Applicant: Eunice H. Yi

Property Owner: Yi Jung H. Yoon

Address of Property: 3379 Milledgeville Rd

Tax Parcel #: 069-0-013-06-0

Commission District: District: 2 Super District: 9

Background: Existing Location

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

- **Zoning:** LI (Light Industrial Business) Zone
- **Distance Requirements:** The proposed location for retail package Beer & Wine meets the minimum distance location to churches, schools, libraries, and public recreation areas.

ADDITIONAL CONSIDERATIONS:

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

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

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

RECOMMENDATION:

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

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

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



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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number 2023-841

1. Name of Business GET IT TO GO
2. Business Address 3379 Milledgeville Rd.
3. City Augusta State Georgia Zip 30909
4. Business Phone (706) 738-1360 Home Phone (706) 877-8686
5. Applicant Name and Address: Eunice H. Yi
761 Michaels Creek
Evans, GA. 30809
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) Chong O. Yi
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
(X) Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 01/24/2023
12. Mailing Address:
Name of Business GET IT TO GO
Attention Eunice H. Yi
Address 761 Michaels Creek
City/State/Zip Evans, GA 30809
13. Ownership Type: (X) Corporation () Partnership () Individual
14. Corporate Name: YUMERA CORPORATION
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
Eunice H. Yi	Officer		761 Michaels Creek Evans, GA. 30809	100 %

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

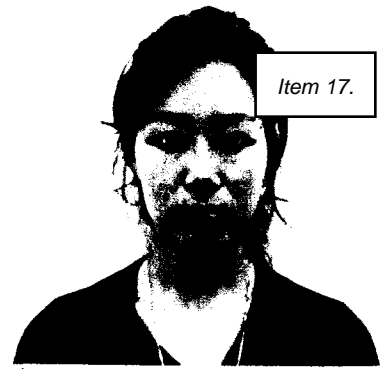
License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer		X	X		
Consumption on Premises					
Wholesale					

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. EY



Item 17.

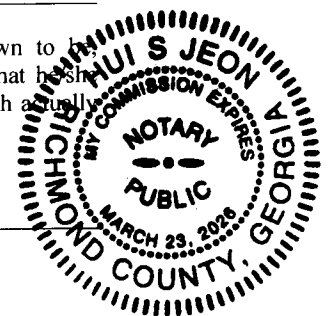


18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation 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.
Chong O. Yi
Jenny Yi
22. List the name and other required information for each person, firm or corporation having any interest in the business.
Eunice H. Yi 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, Eunice H. Yi
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.

Eunice H. Yi
Applicant Signature

25. I hereby certify that Eunice H. Yi is personally known to me that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath administered by me, has sworn that said statements and answers are true.
This 02 day of May, in the year 2023.

[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



Commission Meeting

June 20, 2023

Re-Approval of Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Business License & Customer Service Manager
Caption:	New Location Re-Approval: 22-36-2: A request by Syderist Manuel for an on-premise consumption Liquor, Beer & Wine License to be used in connection with Bar & Patio located at 305 12 th Street. District 1. Super District 9.
Background:	This application was previously Approved on June 21, 2022.
Analysis:	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a fee of \$4,365.00
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT**

Item 18.

Case Number: A.N. 22-36-2

Application Type: Consumption on Premise Liquor, Beer, & Wine

Business Name: Bar & Patio

Hearing Date: June 13, 2023

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

Applicant: *Syderist Manuel*

Property Owner: F Daitch Properties, LLC

Address of Property: 305 12th Street

Tax Parcel #: 036-4-289-00-0

Commission District: District: 1 Super District: 9

Background: **New Location Re-Approval:** Due to construction delays this Alcohol Establishment/Business was unable to open in a timely manner. See Alcohol Ordinance: Sec. 6-2-73 (c).

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

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

ADDITIONAL CONSIDERATIONS:

- **Reputation, character.** The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous violations of liquor laws.** If the applicant is a previous holder of a license to sell alcoholic liquors, whether he has violated any laws, regulations or ordinance relating to such business.

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

FINANCIAL IMPACT: The applicant will pay a fee of \$4,365.00

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

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

RECOMMENDATION:

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



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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business BAR + PATIO
2. Business Address 305 12th ST
3. City Augusta State GA Zip 30901
4. Business Phone (404) 987-4085 Home Phone (706) 288-5548
5. Applicant Name and Address: SYDORIST MANUEL
205 River Place unit 629
Augusta, GA 30809
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant: _____
8. Business Location: Map & Parcel TN# 036-4-289-00-0 Zoning C-3 HEAVY COMMERCIAL
9. Location Manager(s) SYDORIST MANUEL
Charity Jones
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
☒ Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: _____
12. Mailing Address:
Name of Business BAR + PATIO
Attention SYDORIST MANUEL or Charity Jones
Address 305 12th
City/State/Zip Augusta, GA 30901
13. Ownership Type: () Corporation ☒ Partnership () Individual
14. Corporate Name: _____
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
<u>SYDORIST MANUEL</u>	<u>owner</u>		<u>205 River Place unit 629</u> <u>Augusta, GA 30809</u>	<u>60%</u>
<u>Charity Jones</u>	<u>owner</u>		<u>4577 Logan Way</u> <u>Augusta, GA 30909</u>	<u>40%</u>

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

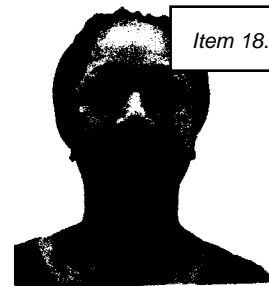
License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer					
Consumption on Premises	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Wholesale					

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

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

COPY

Item 18.



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.
FRED D.ATCH
22. List the name and other required information for each person, firm or corporation having any interest in the business.
Charity Jones
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 750 C.) School 1350
B.) Library 2400 D.) Public Recreation 2600
24. State of Georgia, Augusta-Richmond County, I, SYDERIST MANUEL
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.

SYDERIST MANUEL
Applicant Signature

25. I hereby certify that SYDERIST MANUEL 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 11 day of May, in the year 2022.

LINA M. SYDER
Notary Public LINA M. SYDER com. ex 04/20/2025

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

Julietta Walton

From: Syderist Manuel <[REDACTED]>
Sent: Thursday, March 16, 2023 2:49 PM
To: Carla Delaney; Julietta Walton
Subject: [EXTERNAL] Fwd: Pedal Pub Bar and Patio # LCB

Dear Mrs. Delaney,

In regards to our 2022 Liquor License we purchased on 08/17/2022 # [REDACTED], we are asking for an extension and that Fees be forward over to 2023 due to the fact that we were unable to use the License due to permitting issues with the city. Our lease building at 305 12th ST changed from Automotive Mechanic Shop to Assembly Bar/Lounge and is in the 4th Revision of Plan Review in order to get permits to bring the building up to code. We are still waiting to obtain permits. The State has agreed to move 2022 fees over to 2023 for Liquor License on State Level. We are asking for a courtesy extension on the county level. We greatly appreciate your consideration in advance.

Thanks,

Syderist Manuel

Pedal Pub Bar & Patio

305 12th ST

Augusta, GA 30901

[**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.]

4/13/23

05/15/2023

To Whom it May Concern:

We are requesting to have our Liquor License for Pedal Pub Bar and Patio reinstated. We were unable to obtain our business license within the 180 days allowed due to our plans being held in Plan Review with the city for our Permits to do the renovations to changing occupancy from an Automotive Shop to a Bar/Lounge. We have now acquired our permits and requesting our License be reinstated so we can open our business.

Thank you,
Syderist Manuel
Pedal Pub Bar and Patio
305 12th ST
Augusta, GA 30901



Commission Meeting

June 20, 2023

Augusta Regional Airport Contract with Independence Excavating, Inc. for Construction of Taxiway (Apron) G – ITB 23-131

Department:	Augusta Regional Airport
Presenter:	Herbert Judon
Caption:	Motion to approve Augusta Regional Airport Contract with Independence Excavating, Inc. for Construction of Taxiway (Apron) G in the amount of \$11,877,051.10. Approved by the Augusta Aviation Commission on May 25, 2023. 23-131
Background:	The southeast area of the airfield has been determined to be a key location in developing additional apron, taxiway, and hangar space to accommodate future business development and revenue for the airport. To address this need, Augusta Regional Airport (AGS) tasked Mead & Hunt with designing a new parallel taxiway connecting Runway 17-35 and Runway 8-26 which would spur development within the area.
Analysis:	Due to concerns over potential project costs the project was broken up into a base bid and bid alternate along with shoulder pavement alternatives. The base bid of the project includes but is not limited to, the construction of a new 75' wide 550-foot taxiway (TDG V) and apron connector consisting of approximately 15,000 square yards of new concrete pavement, drainage improvements, taxiway markings, and edge lights. Bid Alternate 1 includes but is not limited to, the construction a new 75' wide 2,000-foot taxiway and apron connector consisting of approximately 34,000 square yards of new concrete pavement, drainage improvements, taxiway markings, and edge lights. Bid Alternate 1 completes the remainder of the taxiway constructed within the base bid.
Financial Impact:	This project will be fully funded by a portion of the 2020 Coronavirus Aid, Relief, and Economic Security (CARES) Act Grant and a portion of Georgia's Transportation Investment Act (TIA).
Alternatives:	To deny.
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on May 25, 2023.
Funds are available in the following accounts:	TIA Phase II Project Fund 551081118-5412110

**REVIEWED AND
APPROVED BY:**

N/A

CONTRACT

THIS CONTRACT made and entered into to be effective _____, 2023 by and between, AUGUSTA GEORGIA, "Augusta," a political subdivision of the State of Georgia, acting through the AUGUSTA AVIATION COMMISSION, whose address is 1501 Aviation Way, Augusta Regional Airport at Bush Field, Augusta, Georgia 30906-9600, hereinafter called "Airport", and _____, hereinafter called "Contractor".

WITNESSETH:

WHEREAS, Augusta is the owner and operator of a full-service commercial airport known as the Augusta Regional Airport;

WHEREAS, Augusta has solicited a bid to **CONSTRUCT TAXIWAY G** for the Airport;

WHEREAS, the Contractor submitted a bid for said services; and

WHEREAS, Augusta, on behalf of the Airport, accepted the Contractor's Bid for said services;

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, Augusta and the Contractor hereby agree as follows:

The Contractor's Services shall be in accordance with the scope of services and all provisions provided herein.

ARTICLE 1 SCOPE OF THE WORK

- 1.1 The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work shown on the Plans and described in the specifications for the Project entitled:

AUGUSTA REGIONAL AIRPORT CONSTRUCT TAXIWAY G

and in accordance with the requirements and provisions of the Contract Documents as defined in the Provisions hereto attached which are hereby incorporated and made a part of this contract.

1.2 **Definitions**

The following terms have the following meanings whenever used in the Contract Documents (defined below), or in related documents, the terms or pronouns used in place of them shall be defined as follows:

- 1.2.1 **Airport Executive Director.** The person tasked with the day-to-day operations of the Airport.

- 1.2.2 **Augusta Aviation Commission.** The Augusta Regional Airport Aviation Commission tasked with the overall administration of the Airport.
- 1.2.3 **Augusta, Georgia or City or Owner.** Augusta, Georgia's Commission.
- 1.2.4 **Engineer.** The Work has been designed by Mead & Hunt, Inc., whose corporate headquarters is located at 2240 Deming Way, Middleton, WI 53562, who is hereinafter called Engineer and who is to assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.
- 1.2.5 **Project.** Augusta Regional Airport Construct Taxiway G, including but not limited to the removal of **1,972** square yards of Asphalt, the construction of approximately **14,953** square yards of new cement concrete taxiway pavement, the installation of **1,165** linear feet of underdrain for the base bid. Bid alternate 1 shall consist of but not limited to the removal of **474** square yards of Asphalt, the construction of approximately **34,302** square yards of new cement concrete taxiway pavement, the installation of **3,281** linear feet of underdrain.
- 1.2.6 **Airport's Administrator.** Airport's Representative shall be the Airport's Executive Director or his designee.
- 1.2.7 **Contractor's Representative(s).** The Contractor's representative ("Contractor's Representative") for all dealings with Airport shall be _____. Contractor's Representative may be changed upon prior written notice delivered to Owner.
- 1.3 Subject to controlling law, the Owner will refuse to permit the Contractor to use any employee on this job if the Owner reasonably deems that individual unfit to work at the Airport facilities in any respect.
- 1.4 All Contractor employees shall strictly adhere to Airport regulations while on the Airport premises, including but not limited to Augusta, Georgia, County, and Transportation Security Authority (TSA) and Federal Aviation Administration (FAA) regulations governing access to buildings, personal conduct, and possession of prescribed substances, parking, and traffic. The Owner reserves the right to require the removal of Contractor employees from the Project.
- 1.5 **Design, Standards and Practices.** The design, strength, quality of materials and workmanship must conform to the highest standards of construction practices and/or services.

ARTICLE II

TERM

- 2.1 The Contractor must begin work within ten (10) calendar days of receiving the Notice to Proceed (NTP) from the Owner. It is anticipated the NTP will be issued _____. The Contractor will mobilize with sufficient forces such that all work is completed within three hundred and twenty (320) calendar days after the issuance of the NTP. Contract time charges will begin as set forth in Section 80 of the General Provisions
- 2.2 Contractor working times shall be as designated on the Construction Safety & Phasing Plan sheets in the Construction Drawings. At the Owner's discretion, work times may be further restricted.
- 2.3 For additional details please review Section 80 of the attached Specifications.
- 2.4 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning, rate of progress and the time for completion of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract. Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and construction conditions prevailing in this locality.
- 2.5 It is further agreed that **time is of the essence** of each and every portion of this Contract and the specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by extension shall be the essence of the Contract.

ARTICLE III

LIQUIDATED DAMAGES

- 3.1 The Contractor acknowledges that time is of the essence with respect to the Work governed by the Contract. The Contractor acknowledges and recognizes that if it fails to achieve Substantial Completion of any portion of the Work within the Contract Time as may be extended in accordance with the terms of this Contract, the Owner will sustain substantial losses as a result of such failure. The Contractor further acknowledges that the Owner will suffer damages that are difficult, if not impossible, to accurately estimate. The Contractor shall be assessed liquidated damages as set forth in Section 80, Execution and Progress, subsection 80-08.

ARTICLE IV **PAYMENT**

4.1 The Contract Sum

The Owner shall pay to the Contractor for completion of the Work in strict accordance with the Contract Documents, and in accordance with the unit bid prices submitted on March 15th, 2023, with a contract price of **\$11,877,051.10.**

4.2 Progress Payments

4.2.1 Contractor shall submit Applications for Payment in accordance with Section 90 of the General Provisions but in no case shall submit Applications for Payment more than once per month. Application for Payment will be processed by Engineer as provided in the General Provisions.

4.2.2 Progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with Section 90 of the General Provisions.

- 1) 90% of Work completed as determined by Engineer.
- 2) 90% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 90-07 of the General Provisions.

4.2.3 Within ten (10) business days of receiving each Application for Payment, the Engineer shall either indicate in writing a recommendation of payment and present the application to the Owner or return the Application to the Contractor indicating in writing necessary corrections. In the latter case, the Contractor shall make the corrections and resubmit the application.

4.3 Invoices.

Contractor shall submit invoices to:
Mead & Hunt, Inc.
Attn: Edwin Scott
5955 Core Road, Suite 515
North Charleston, SC 29406

4.4 Retainage and Partial Payments. If payment request is approved by the Owner, the approved payment request shall be submitted to the Owner's Finance Department for processing on or before the fifth day of the following month, and payment (less retainage) shall be made to the Contractor thirty (30) calendar days after the date the approved payment request is received by the Owner's finance department. If a payment request is not approved by the Owner, then no payment shall be made to the Contractor until such time as the Owner approves the payment request. The amount of retainage shall be as follows:

- 4.4.1 Ten percent (10%) of each partial payment shall be withheld as retainage until the value of fifty percent (50%) of the Contract Price, including Change Orders and other authorized additions provided in the Contract, is due;
- 4.4.2 When fifty percent (50%) of the Contract Price, as described above, becomes due and the manner of completion of the Work and its progress, quality, schedule are reasonably satisfactory to the Owner, and there are no outstanding claims by the Contractor, subcontractors or material suppliers, the withholding of retainage shall be discontinued.
- 4.4.3 If after discontinuing retainage, the Owner determines that the Work is unsatisfactory or has fallen behind schedule, withholding of ten percent (10%) of each request for payment may be resumed. When the Work has reached Substantial Completion and the Owner determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required and receive payment thereof within thirty (30) calendar days. If there are any remaining incomplete minor items, an amount equal to two hundred percent (200%) of the value of each item, as determined by the Owner, shall be withheld until such items are complete;
- 4.4.4 The Contractor shall within ten (10) calendar days from its receipt of retainage from the Owner pass through payments to Subcontractors and shall reduce each Subcontractor's retainage in the same manner as the Contractor's retainage is reduced by the Owner. The Subcontractor shall within ten (10) calendar days from the Subcontractor's receipt of retainage pass through payments to lower tier subcontractor's and shall reduce each lower tier subcontractor's retainage in the same manner as the Subcontractor's retainage is reduced.

- 4.4.5 The Contractor and Owner agree to abide by all applicable provisions of Georgia State Law concerning retainage, including but not limited to O.C.G.A. §13-10-80. If the terms of this Contract concerning retainage conflict with Georgia State Law, Georgia State Law shall govern.

ARTICLE V **FINAL INSPECTION**

- 5.1 Upon notice from the Contractor that the Work is completed, the Owner shall make a Contractor during the course of final inspection of the Work and shall notify the Contractor of all instances where the Work fails to comply with the Drawings and Specifications, as well as any defects the Owner may discover. At no cost to the Owner, the Contractor shall immediately make such alterations as are necessary to bring the Work into compliance with the Contract, the Drawings, and Specifications.

ARTICLE XI **ACCEPTANCE AND FINAL PAYMENT**

- 6.1 **Final Payment.** Upon final completion and acceptance of the Work in accordance with Section 50 of the General Provisions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 90-09.
- 6.2 Before final payment is due the Contractor shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the work have been paid, except that in case of disputed indebtedness or liens the Contractor may submit in lieu of evidence of payment a surety bond satisfactory to the Owner guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.
- 6.3 The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens, from faulty work appearing within twelve (12) months after final payment, from requirements of the specifications, or from manufacturers' guarantees. It shall also constitute a waiver of all claims by the Contractor except those previously made and still unsettled.

- 6.4 If after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Engineer, so certifies, the Owner shall upon certificate of the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE VII **CHANGES**

- 7.1 The Owner may, during the Contract period, make changes to the Scope of Work, which may result in changes to the general scope of the Contract and its provisions.
- 7.2 Written/verbal agreements, changes, or amendments to this Contract shall not be binding upon the Owner unless approved and signed by the Owner in advance of performing work.
- 7.3 Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Augusta Aviation Commission or Augusta, Georgia Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity.

ARTICLE VIII **INSURANCE**

- 8.1 During the term of this Contract, Contractor shall provide, pay for, and maintain with companies reasonably satisfactory to the Owner the types of insurance as set forth in the Augusta Code, and Georgia Law as the same may be amended from time to time, and as described herein. All insurance shall be issued by insurance companies eligible to do business in the State of Georgia and Best Rated A+ or equivalent. In the event of a conflict between the provisions of the Augusta Code and this Contract, the more stringent requirement shall govern. In no event shall Contractor maintain any insurance less than the requirements set forth in the Augusta Code, as amended.
- 8.2 All liability policies of Contractor and its subcontractors shall provide coverage that includes, or has the same substantive effect as the following:
- 8.2.1 Augusta, Georgia, the Augusta Aviation Commission, and each of its Commissioners, officers, agents, elected representatives, volunteers, and employees, in their respective capacities as such, shall be additional insured hereunder with respect to the products, premises, and operations of the named insured.
- 8.2.2 This insurance policy shall apply as primary, and any insurance and/or self-insurance as may be maintained by the Augusta, the Augusta Aviation Commission, or its Commissioners, officers, agents, elected representatives, volunteers, and employees shall apply in excess of, and shall not contribute with insurance provided by this policy."
- 8.2.3 This insurance shall not be materially changed, altered, canceled, or non-renewed until after thirty (30) calendar days advanced written notice has been given to Augusta, Georgia except that only ten (10) calendar days' notice shall be required in the event of cancellation due to non-payment of premium.
- 8.3 All such evidence of insurance shall be in the form of certificates of insurance satisfactory to the Augusta and its Risk Manager, accompanied by a certified true copy of an endorsement to each policy containing the above language. Properly executed certificates of insurance shall evidence the insurance coverage and limits required. The authorized representative of the insurance company shown on the certificate shall sign these certificates. The required policies of insurance shall comply with the laws of the State of Georgia.

- 8.4 If at any time the Executive Director requests a written statement from the insurance company as to any impairment to the aggregate limit, Contractor shall promptly authorize and have delivered such statement to the Augusta Aviation Commission. Contractor authorizes the Augusta Aviation Commission and/or the Augusta's Risk Manager to confirm with Contractor's insurance agents, brokers, and insurance companies all information furnished.
- 8.5 The acceptance of delivery to the Owner of any certificate of insurance evidencing the insurance coverage and limits required under this Contract does not constitute approval or acceptance by the Owner that the insurance requirements in this Contract have been met. No operations shall commence at the Airport unless and until the required certificates of insurance are in effect and approved by the Augusta's Risk Manager.
- 8.6 The Contractor and the Owner understand and agree that the minimum limits of the insurance herein required may, from time to time, become inadequate, and Contractor agrees that it will increase such minimum limits upon receipt of written notice defining the basis of the increase. The Contractor shall furnish the Owner, within sixty (60) calendar days of the effective date thereof, a certificate of insurance evidencing that such insurance is in force.
- 8.7 Contractor's insurance companies or its authorized representative shall give the Owner thirty (30) calendar days prior written notice of any cancellation, intent not to renew, or material reduction in any policy's coverage, except in the application of the Aggregate Limit Provisions. In the event of a reduction to the Aggregate Limit, it is agreed that immediate steps will be taken to have the prior Aggregate Limit reinstated.
- 8.8 If at any time, the Airport Executive Director requests a written statement from the insurance companies as to any impairment(s) to the Aggregate Limit, prompt authorization and delivery of all requested information will be given to the Augusta Aviation Commission. Renewal Certificates of Insurance must be provided to the Owner as soon as practical but in every instance prior to expiration of current coverage.

8.9 The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office policies, forms, and endorsements or broader, where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be reasonably acceptable to the Owner.

8.10 Workers' Compensation and Employer's Liability Insurance shall be maintained in force by Contractor during the term of this Contract for all employees engaged in the operations under this Contract. The limits of coverage shall not be less than:

Workers' Compensation	Georgia Statutory
Employer's Liability	\$1,000,000.00 Limit Each Accident
	\$1,000,000.00 Limit Disease Aggregate
	\$1,000,000.00 Limit Disease Each Employee

8.11 **Commercial General Liability** – Occurrence Form. Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage with limits no less than five million dollars (\$5,000,000.00) in Broad Form Comprehensive General Liability insurance.

8.12 **Automobile Liability Insurance.** For any vehicles authorized in writing by the Executive Director to operate on the Aircraft Operating Area (AOA) of the Airport, Automobile Insurance in the minimum amount of Five Million Dollars (\$5,000,000.00) combined single limit coverage. If the Contractor's Comprehensive General Liability coverage includes vehicular operations on the Airport, separate automobile insurance shall not be required. The foregoing insurance shall be endorsed to state that it will be primary to the Augusta, Georgia and the Augusta Aviation Commission's insurance and that the carrier waives its right of subrogation against Augusta, Georgia, the Augusta Aviation Commission, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. Augusta, Georgia, the Augusta Aviation Commission, and their officers, agents, employees, elected and appointed officials shall be added as additional insureds on said policies. Said policy shall contain Severability of Interest Clause and shall include contractual liability coverage at least as broad as that given in the most current CA 00 01 ISO form.

8.13 **Excess Liability:** \$2,000,000.00

Policy must follow form of General Liability Policy and all insurance together for general liability must total at least a minimum of two million dollars (\$2,000,000.00). Any form of underlying and excess policies may satisfy such requirement.

8.14 The Commercial General Liability Insurance coverage as required in the paragraph above shall include those classifications, as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the Contractor in the performance of this Contract.

8.15 Within sixty (60) calendar days of the effective date thereof or any subsequent term, Contractor shall provide Owner with certificate(s) of insurance evidencing that such insurance as described herein be in force. Insurance binder letter(s) or a Certificate(s) of Insurance as described above must be sent to the address below with a copy to the Owner:

Augusta, Georgia
Risk Management
535 Telfair Street
Suite 920
Augusta, GA 30901
(706) 821-2502 (Fax)

8.16 **Subcontractors.** It is the sole responsibility of the general Contractor to ensure that all subcontractors working under it have separately procured any and all types and limits of insurance that are required under any and all pertinent local, state, or federal ordinances or resolutions that are suitable for the particular trade that the subcontractor is performing. It is also the sole responsibility of the general and/or prime Contractor to ensure that any and all subcontractors or vendors carry types and limits of insurance not less than those listed herein and that the subcontractors and/or vendors carry and/or procure endorsements to waive all subrogation rights against and name "Augusta, Georgia, its appointed and elected Officials, departments, agencies, boards, commissions, its officers, agents, employees and volunteers" as additional insureds.

ARTICLE IX

AIRPORT SECURITY REQUIREMENTS

- 9.1 Contractor's employees shall be required to operate in Airport's secure areas. Contractor shall be required to obtain the Airport's Security Identification Display Area (SIDA) badges for any employee working in the secured area. Contractor shall comply, at its own expense, with the Transportation Security Administration (TSA) and the Owner's security requirements for the Airport including, but not limited to employee training and badges. Contractor shall cooperate with the TSA and the Owner on all security matters and shall promptly comply with any project security arrangements established by the Owner. Compliance with such security requirements shall not relieve Contractor of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner Contractor's obligation with respect to all applicable federal, state and local laws and regulations and its duty to undertake reasonable action to establish and maintain secure conditions at and around the Project and throughout the Airport. All employees shall be properly badged and comply with all Owner's safety and security rules.
- 9.2 Any Contractor employees assigned to work in a secured area are required to be "badged" or a "badged" Contractor employee must escort them the entire time they are in these secured areas.
- 9.3 To qualify for the badge, individual must be fingerprinted and have a background investigation completed. In addition, the Owner will conduct a background inquiry and require finger printing of all individuals who will be working on the secured side of the Airport screening point. This may also include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, reputation in the business community and credit reports for the Contractor, as well as, its employees.
- 9.4 Contractor consents to such an inquiry and agrees to make available to the Owner such books and records the Owner deems necessary to conduct the review.
- 9.5 Contractor shall pay all costs associated with providing SIDA badges.
- 9.6 Contractor shall be responsible for any fines assessed by the FAA or TSA as a result of the actions of its employees or subcontractors.

ARTICLE X

REPRESENTATIONS AND WARRANTIES

In order to induce the Owner to enter into this Contract, Contractor hereby represents and warrants that as of the date above written that:

- 10.1 Contractor is duly organized and validly existing in good standing under the laws of the State of _____ in which it is organized, is qualified to do business in all jurisdictions in which it is operating, and has the power and authority to execute and deliver and to perform its obligations under this Contract and the documents to which it is signatory; and
- 10.2 The execution, delivery and performance by Contractor and its undersigned representative(s) of this Contract and other documents to which Contractor is a signatory do not require the approval or consent of any other person, entity or government agency and do not result in any breach of any agreement to which Contractor is a party or by which it is bound; and
- 10.3 The execution, delivery and performance by Contractor of this Contract and other documents to which it is a signatory have been duly authorized by all necessary action, and constitute legal, valid and binding obligations of Contractor, enforceable against Contractor in accordance with its terms; and
- 10.4 No action, suit or proceeding to which Contractor is a party is pending or threatened that may restrain or question this Contract, or any other document to which it is a signatory, or the enjoyment of rights or benefits contemplated herein; and
- 10.5 Contractor has all State of Georgia Licenses and permits required for the performance of the Work and shall only use properly licensed and trained persons to perform such services.

ARTICLE XI

NOTICES

- 11.1 **Delivery.** All notices given by either party to the other under this Contract must be in writing and delivered by: (i) regular mail, postage prepaid; (ii) certified or registered mail; (iii) facsimile; or (iv) hand - delivery, to the parties at the addresses and facsimile numbers set forth in the Clause titled "Addresses".

11.2 **Receipt.** Notices sent by mail will be deemed to be received upon deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgment. Notices sent by facsimile will be deemed to be received upon successful transmission to the proper facsimile number. Notices delivered by hand- delivery will be deemed to be received upon acceptance by the respective party or its agent.

11.3 **Change of Address or Facsimile Number.** Either party may, at any time, change its respective address or facsimile number by sending written notice to the other party of the change.

11.4 **Addresses.**

To OWNER:

Augusta Regional Airport
Attn: Executive Director
1501 Aviation Way
Augusta, Georgia 30906
Telephone: (706) 798-3236
Fax: (706) 798-1551

To CONTRACTOR:

Attn:

Telephone:
Fax:

With a copy to:

Augusta General Counsel
Augusta Richmond County Department of Law
535 Telfair St.
Building 3000
Augusta, GA 30901
Fax: (706) 842-5556

ARTICLE XII

INDEMNIFICATION AND HOLD HARMLESS

12.1 Except where, and to the extent caused by the gross negligence of Augusta, Georgia, the Augusta Aviation Commission, their agents, employees, contractors, officers or, Contractor shall protect, defend, reimburse, indemnify, and hold Augusta, Georgia, the Augusta Aviation Commission, its members, agents, employees, and elected officers and each of them, free and harmless at all times as set forth in Augusta, Georgia Code, and particularly Article 1, Chapter 3, Division 1, Section 1-3-8.5, Indemnity and Insurance, as the same may be amended from time to time, and described herein. In the event of a conflict between the provisions of the Augusta Code and this Contract, the broader requirement shall govern.

ARTICLE XIII **PERMITS**

- 13.1 Contractor shall obtain and maintain at all times all necessary licenses, permits and certifications to perform the work described in the Contract. Contractor shall furnish copies of all licenses, permits, and certifications to the Administrator.

ARTICLE XIV **WORK PERMITS REQUIRED**

- 14.1 Contractor agrees and acknowledges that its employees and agent's employees, as well as any subcontractors or subcontractors' personnel, working on the Contract must be United States citizens, or must be lawfully admitted for residence and be permitted to work in the United States under the Immigration and Naturalization Act, 8 U.S.C. 1101, et. seq.

ARTICLE XV **FEDERAL WORK AUTHORIZATION**

- 15.1 Pursuant to O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, the Owner cannot enter a contract for the physical performance of services unless the Contractor and its Subcontractors register and participate in the Federal Work Authorization Program to verify specific information on all new employees.
- 15.2 The Contractor certifies that it has complied and will continue to comply with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.
- 15.3 The Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. The signed affidavit is attached to this Contract as an exhibit
- 15.4 The Contractor agrees that in the event that it employs or contracts with any Subcontractor(s) in connection with this Contract, the Contractor will secure from each Subcontractor an affidavit that indicates the employee-number category applicable to that Subcontractor and certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as an exhibit.

ARTICLE XVI

MISCELLANEOUS CONTRACT PROVISIONS

16.1 Independent Contractor/Subcontractor

Contractor is acting, in performance of this Contract, as an independent contractor. Personnel supplied by the Contractor or its agents or subcontractors hereunder are not the Owner's employees or agents and Contractor assumes full responsibility for their acts. Contractor shall be solely responsible for the payment of compensation to Contractor's employees. The Owner shall not be responsible for payment of Worker's Compensation, disability benefits, and unemployment insurance or for withholding and paying employment taxes for any Contractor employee, or Contractor's subcontractors or its agent's employees, but such responsibility shall be solely that of Contractor. This clause of the contract does not prevent the Airport from requiring Contractor to have its employees follow normal rules and guidelines for work performance, redirecting the efforts of the employees to meet the needs of the facilities, performing safety or from requiring Contractor to perform the requirements of this Contract satisfactorily, according to the General Conditions, Scope of Services, Performance Work Statement, Service Performance Standards and Methods described herein.

16.2 Force Majeure

16.2.1 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation, except the payment of money, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party, or by a strike, lockout or other labor difficulty, the settlement of which shall be within the sole discretion of the party involved.

16.2.2 Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Contract. In the event either party is prevented or delayed in the performance of this obligation because of such Force Majeure, there shall be an equitable adjustment of the schedule. In the event there is a fluctuation in the costs or price associated with the project due to occurrence of a force majeure event, such price differential shall be borne by the party claiming the force majeure delay. However, if the party claiming the delay can show good faith efforts to mitigate the

costs and demonstrates that the party's action, inaction, or omission did not contribute to the price or costs fluctuation, said increased costs shall be borne equally by both parties.

16.2.3 Contractor will not be liable for failure to perform or for delay in performance because of Force Majeure, including the following:

- 16.2.3.1 any cause beyond its reasonable control;
- 16.2.3.2 any act of God;
- 16.2.3.3 inclement weather;
- 16.2.3.4 earthquake;
- 16.2.3.5 fire;
- 16.2.3.6 explosion;
- 16.2.3.7 flood;
- 16.2.3.8 strike or other labor dispute;
- 16.2.3.9 any shortage or disruption of or inability to obtain labor, material, manufacturing facilities, power, fuel or transportation from unusual sources, or any other;
- 16.2.3.10 delay or failure to act of any governmental or military authority;
- 16.2.3.11 any war, hostility or invasion;
- 16.2.3.12 any embargo, sabotage, civil disturbance, riot or insurrection;
- 16.2.3.13 any legal proceedings; or
- 16.2.3.14 failure to act by Contractor's suppliers due to any cause which Contractor is not responsible, in whole or in part.
- 16.2.3.15 any disease, epidemic, or pandemic

16.3 **Commercial Activities**

Neither Contractor nor its employees may establish any commercial activity or issue concessions or permits of any kind to third parties for establishing activities at the Airport.

16.4 **Records and Audit**

Contractor and its subcontractors shall maintain records and accounts in connection with all aspects in the performance of this Contract, including those, which will accurately document incurred costs, both direct and indirect, of whatever nature, during and for a period of three (3) years from the expiration or other termination of this Contract, unless otherwise specified by

applicable law. The Owner may examine and copy, at all reasonable times, with advance notification, those records and accounts. Contractor shall maintain all records in a central location in Augusta, Georgia.

16.5 **Contingent Fees**

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Contract; and that Contractor has not paid or agreed to pay any company, association, corporation, firm or person, other than a bona fide employee working for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this warranty and upon a finding after notice and hearing, the Owner may terminate the Contract and, at its discretion, may deduct from the Contract sum, or otherwise recover the full amount of any such fee, commission, percentage, gift or consideration.

16.6 **Rights and Remedies**

The rights and remedies of the Owner provided in this paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

16.7 **Non-Appropriations**

Notwithstanding anything contained in this Contract, if sufficient funds have not been appropriated to support continuation of this Contract for an additional calendar year or an additional term of the Contract, this Contract shall terminate absolutely and without further obligation on the part of the Owner at the close of the calendar year of its execution or if the Owner suspends performance pending the appropriation of funds.

16.8 **Assignment**

Without the prior written consent of the Owner, Contractor may not assign, transfer or convey any of its interests under this Contract, nor delegate any of its obligations or duties under this Contract except as provided herein.

16.8.1 **Consent of the Owner Required.** Any assignment of this Contract or rights under this Contract, in whole or part, without the prior written consent of the Owner will be void, except that, upon ten-(10) calendar days prior written notice to the Owner,

Contractor may assign monies due or to become due under this Contract. Any assignment of monies will be subject to proper setoffs in favor of the Owner and to any deductions provided for in this Contract.

16.8.2 **No Relief of Responsibilities.** No assignment will be approved which would relieve Contractor of its responsibilities under this Contract.

16.9 **Parties Bound.** This Contract will be binding upon and inure to the benefit of the Owner and Contractor and their respective successors and assigns.

16.10 **No Partnership or Joint Venture.** Nothing contained in this Contract will be deemed to create a partnership or joint venture between the Owner and Contractor or cause the Owner to be responsible for the debts or obligations of Contractor or any other party. Contractor must not represent to anyone that its relationship to the Owner is other than as the Owner's Contractor. Contractor must act as an independent agent and not as the agent of the Owner in performing this Contract and shall maintain complete control over its employees and all of its lower-tier suppliers and subcontractors. Nothing contained in this Contract or any lower tier purchase order or subcontract awarded by Contractor will create any contractual relationship between any lower-tier supplier or subcontractor and the Owner. No act or direction of the Owner shall be deemed to be the exercise of supervision or control of the Contractor's performance hereunder.

16.11 **Waiver**

The failure of the Owner to seek redress for any violation of or to insist upon the strict performance of, any term of this Contract will not prevent a subsequent violation of this Contract from being actionable by the Owner. The provision in this Contract of any particular remedy will not preclude the Owner from any other remedy.

16.12 **Compliance with Applicable Laws and Regulations**

Contractor covenants and agrees that it, its agents and employees shall comply with all Georgia, county, state, and federal laws, Airport Rules and Regulations, and Augusta, Georgia Ordinances applicable to the work to be performed under this Contract, and that it shall obtain all necessary permits, pay all license fees and taxes to comply therewith. Further, Contractor agrees that it, its agents, and employees will abide by all rules, regulations, and policies of Airport during the term of this Contract, including any renewal periods.

16.13 Patent Indemnity

Except as otherwise provided, the Contractor shall indemnify Augusta, Georgia and its Board of Commissioners, officers, agents and employees against liability, including costs and expenses for infringement upon any letters or patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the Owner of supplies furnished or construction work performed hereunder.

16.14 Use of Augusta, Georgia Landfill

Contractor shall dispose of all debris and trash from the Airport will be transported to and disposed of at the Augusta, Georgia Solid Waste Landfill in accordance with local and state regulations. The Contractor shall provide evidence of proper disposal through manifests, which shall include the types of material disposed of, the name and location of the disposal facility, date of disposal and all related fees.

16.15 Inspection

The Owner may, at reasonable times, inspect the part of the plant, place of business, or work site of a contractor or subcontractor or subunit thereof which is pertinent to the performance of the contract.

16.16 Temporary Suspension or Delay of Performance of Contract

To the extent that it does not alter the scope of this Contract the Owner may unilaterally order a temporary stopping of the work or delaying of the work to be performed by the Contractor under this Contract.

16.17 Entire Agreement

This Contract, together with all of the attachments shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Contract shall not be binding upon either party except to the extent incorporated in this Contract.

16.18 Governing Law

This Contract will be construed under Georgia law, including the Georgia Uniform Commercial Code; all remedies available under that code are applicable to this Contract. Contractor and the Owner fix jurisdiction and venue for any action brought with respect to this Contract in Augusta, Georgia.

16.19 Legal Construction

If any provision contained in this Contract is held to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability will not affect any other provision of this Contract and this Contract will be construed as if the invalid, illegal or unenforceable provision had never been contained in this Contract.

16.20 Prior Contracts Superseded

This Contract and the attachments constitute the sole and only agreement between Contractor and Owner with respect to the subject matter of this Contract and supersede any prior understandings or written or oral contracts respecting the subject matter of this Contract.

16.21 Counterparts

This Contract may be executed concurrently in one or more counterparts, each of which will be deemed an original, but all of which will together constitute one (1) Contract.

16.22 Further Acts

Owner and Contractor each agrees to perform any additional acts and execute and deliver any additional documents as may reasonably be necessary in order to carry out the provisions and affect the intent of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their appropriate officials, as of the date first written above.

[SIGNATURES ON THE FOLLOWING PAGE]

Construct Taxiway G
Augusta Regional Airport, Augusta Georgia
CARES Grant: 3-13-0011-045-2020

Issued for Bid
Contract Forms
October 4, 2022

AUGUSTA, GEORGIA

Garnett L. Johnson, Mayor

Attest: _____
Lena J. Bonner, Clerk of Commission

AUGUSTA AVIATION COMMISSION

Dan Troutman, Aviation Commission Chair

Attest: _____
Dereena Harris, Clerk of Augusta Aviation Commission

CONTRACTOR

Sworn to and subscribed before me
this ____ day of _____, 202__.

Notary Public

My commission expires: _____

(NOTARIAL SEAL)

Invitation to Bid

Sealed bids will be received at this office until **Wednesday, March 15, 2023 @ 3:00 p.m.** via ZOOM Meeting ID: 851 2195 1857; Passcode: 886431 for furnishing:

Bid Item #23-131 Construct Taxiway G for Augusta, GA – Augusta Regional Airport

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

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

Bid documents may be examined at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422). Plans and specifications for the project shall be obtained by all prime contractors, subcontractors, and suppliers exclusively from Augusta Blueprint. **The fees for the plans and specifications which are non-refundable are \$295.00.**

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online (www.augustablue.com) at no charge through **Augusta Blueprint (706 722-6488)** beginning **Thursday, February 2, 2023**. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project. Bidders are cautioned that acquisition of documents through any other source is not advisable. Acquisition of documents from unauthorized sources places the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Pre-Bid Conference will be held on Monday, February 27, 2023 @ 10:00 a.m. Via Zoom – Meeting ID: 849 4808 2926; Passcode: 477077. Optional Site Visit will be held on Tuesday, February 28, 2023; please contact Elizabeth Giles at (706) 796-4010 in advance.

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 Wednesday, March 1, 2023 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.

No proposal may be withdrawn for a period of ninety (90) days after BIDs have been opened, pending the execution of contract with the successful vendor. **A 10% Bid Bond is required. A 100% performance bond and a 100% payment bond will be required for award.**

Invitation for bids and specifications. An invitation for bids 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 invitation to bid 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 waiveable 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 BID 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.

Bidders are cautioned that acquisition of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

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

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


No bid will be accepted by fax or email, all must be received by mail or hand delivered.

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle February 2, 9, 16, 23, 2023
Metro Courier February 2, 2023

Revised: 2/19/2016

<div>  <div> Bid Item #23-131 Construct Taxiway G for Augusta, GA – Augusta Regional Airport Bid Date: Thursday, March 23, 2023 @ 3:00 p.m. </div> </div>											
Total Number Specifications Mailed Out: 22 Total Number Specifications Download (Demandstar): 9 Total Electronic Notifications (Demandstar): 313 Georgia Procurement Registry: 771 Total Packages Submitted: 4 Total Noncompliant: 0											
Vendors	Attachment "B"	Addendums 1 & 2	E-Verify Number	SAVE Form	Bid Bond	Base Bid Asphalt	Base Bid Concrete	Alternate 1 Asphalt	Alternate 1 Concrete	Total Base Bid Alternate 1 Asphalt	Total Base Bid Alternate 1 Concrete
Anthony Allega Cement Contract, Inc. 5146 Allega Way Richfield, OH 44286	Yes	Yes	1246906	Yes	Yes	N/A	\$6,474,041.31	N/A	\$10,906,549.16	N/A	\$17,380,590.47
C.W. Mathews Contracting CO., Inc. 1600 Kenview Drive Marietta, GA 30060	Yes	Yes	32751	Yes	Yes	\$6,579,851.01	N/A	\$9,695,116.44	N/A	\$16,274,967.45	N/A
Independence Excavating, Inc. 5720 E. Schaaf Road Independence, OH 44131	Yes	Yes	653545	Yes	Yes	\$4,922,845.00	\$4,647,897.00	\$7,769,708.00	\$7,229,154.10	\$12,692,553.00	\$11,877,051.10
Summer Concrete Contracting, Inc. 5538 Coppage Road Hahira, GA 31632	Yes	Yes	297608	Yes	Yes	\$5,856,500.14	\$5,682,317.43	\$9,102,645.98	\$8,901,789.28	\$14,959,146.12	\$14,584,106.71



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

June 1, 2023

**Geri Sams, Director
Augusta, Georgia Procurement Department
535 Telfair Street, Suite 605
Augusta, Georgia 30901**

Re: Award Recommendation – Taxiway (Apron) G Construction

Dear Ms. Sams,

The Augusta Procurement Department has publicly Bid the Plans and Specifications for the proposed Construct Taxiway (Apron) G (Bid Item #23-131). Bids were opened and read publicly on March 23, at 3:00 pm, local time at the Augusta Procurement Department.

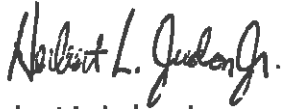
Mead and Hunt, Inc. has reviewed the response to the advertisement for bids for the project. Bids were received from Anthony Allega Cement Contract, Inc. of Richfield, OH; C.W. Matthews Contracting CO., Inc. of Marietta, GA; Independence Excavating, Inc. of Independence, OH; and, Summer Concrete Contracting, Inc. of Hahira, GA.

Based on our review, we recommend awarding the bid to Independence Excavating, Inc. in the amount of \$11,877,051.10 (\$4,647,897.00 base bid and \$7,229,154.10 bid alternate). Based upon our review and the Procurement Department's review, we believe Independence Excavating Inc. has submitted a responsive bid and is a responsible, experienced airport pavement paving contractor.

All bids received must be reviewed as a whole by the Augusta Procurement Department and compared to the Engineer's estimate. In the event that the apparent responsive and responsible low bid contractor is compliant yet exceeds the allowed 20% overage between the bid and estimate, justification must be provided by Mead & Hunt to the Augusta Regional Airport and the Augusta Procurement Department prior to recommending award to the apparent low-bid contractor.

If you have additional questions, please contact me at (706) 796-4040 or via email at hjudon@augustaga.gov.

Sincerely,

A handwritten signature in black ink, reading "Herbert L. Judon, Jr." in a cursive script.

Herbert L. Judon, Jr.
Executive Director



5955 Core Road, Suite 515
North Charleston, South Carolina 29406
803-520-2986
meadhunt.com

May 25, 2023

**Mr. Herbert L. Judon, Jr. A.A.E., IAP
Executive Director
Augusta Regional Airport
1501 Aviation Way
Augusta, Georgia 30906**

Subject: Taxiway G/Apron G Construction

Dear Mr. Judon:

Augusta Procurement has publicly Bid the Plans and Specifications for the proposed Taxiway G/Apron G including but not limited to the construction of a new 2,400 lf concrete taxiway (75 ft wide with 30 ft shoulders) providing from Runway 8-26 to Runway 17-35 opening up the southeast side of the airfield, pavement markings, storm drainage improvements, and electrical improvements (see attached exhibit).

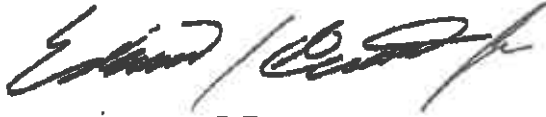
Mead and Hunt, Inc. has reviewed the response to the advertisement for bids (IFB #23-131) for the Taxiway G/Apron G project. Bids were opened and read publicly on March 15, 2023, at 3:00 pm, local time at the Augusta Procurement Department. Bids were received from C.W. Matthews Contracting, Independence Excavating, Inc, Anthony Allega Cement Contractor Inc, and Summers Concrete Contracting Inc.

Based on Mead & Hunt's review, we recommend awarding the base bid to Independence Excavating, Inc. in the amount of \$4,647,897.00 as well as the bid alternate in the amount of \$7,229,154.10 totaling \$11,877,051.10 (See attached Bid Tabulation). The unit costs for each of the items and the overall project cost are in line with costs for similar projects in the region. After evaluating the costs for this work, we believe that it is an appropriate amount for the work involved. Based upon our review and the City's Procurement Department's review, we believe Independence Excavating Inc. has submitted a responsive bid and is a responsible, experienced airport pavement paving contractor.

Should you have any questions, please feel free to contact us.

Sincerely,

MEAD & HUNT, INC.

A handwritten signature in black ink, appearing to read 'Edwin J. Scott, Jr.', written over a horizontal line.

Edwin J. Scott, Jr., P.E.
Project Manager

cc:

Darrell White, City of Augusta Procurement
Nancy Williams, City of Augusta Procurement
Tim Weegar, Augusta Regional Airport
Elizabeth Gilles, Augusta Regional Airport
Ken Hawk, Mead & Hunt, Inc.

KIEWIT
450 DIVIDEND DR.
PEACHTREE CITY, GA 30267

AJAX PAVING INDUSTRIES OF FLORIDA
ONE AJAX DRIVE
NORTH VENICE, FL 34272

REEVES CONSTRUCTION COMPANY
ATTN: GREG HAMILTON
#1 APAC INDUSTRIAL WAY
AUGUSTA, GA 30907

MCCARTHY IMPROVEMENT COMPANY
ATTN: MIKE GHETU
590 MEANS STREET NW, SUITE 100
ATLANTA, GA 30318

SOUTHEAST CHAPTER, ACPA
ATTN: MELISSA CAMPBELL
3235 SATELLITE BLVD, SUITE 103
DULUTH, GA 30096

SUMMERS CONCRETE
CONTRACTING INC.
5538 COPPAGE ROAD
HAHIRA, GA 31632

PACE PAVEMENT TECHNOLOGIES, INC.
ATTN: CARL OR LISA PACE
1473 WALHALLA HIGHWAY
PICKENS, SC 29671

CAROLINA PAVEMENT
209 DEVONHALL LANE
CARY, NC 27518

CAMPBELL PAVEMENT SPECIALTIES
P.O. BOX 3417
SUMTER, SC 29151

UNIVERSAL SEAL & PAVING
4921 CENTRE POINTE DR # 300
NORTH CHARLESTON, SC 29418

REMAC INC
ATTN: AUSTIN BLACKWELL
20103 GOVERNOR HARRISON PKWY
FREEMAN, VA 23856

SIEMA CONSTRUCTION
408 SUNBEAM LANE
SCOTT, LA 70583

FAHRNER ASPHALT
ATTN: JAKE STOCKWELL
3900 US HIGHWAY 17
BARTOW, FL 33830

RIGID PAVEMENT CONSTRUCTION
ATTN: WILLIAM BARRETT
179 GOLFVIEW DR
BROOKLYN, MI 49230

GRIFFIN CONTRACTING
ATTN: TROY DAVIS
122 PIPEMAKERS CIR., SUITE 207
POOLER, GA 31322

ER SNELL
ATTN: KELLEY POLLARD
1785 OAK RD
SNELLVILLE, GA 30078

AXTELL'S, INC.
ATTN: PETER MILLS
1586 HEART LAKE RD.
JERMYN, PA 18433

INDEPENDENCE EXCAVATING
ATTN: JASON MALLOY
5720 E SCHAAF RD,
INDEPENDENCE, OH 44131

HEAD INC.
4477 EAST FIFTH AVENUE
COLUMBUS, OH 43219

MCCARTHY IMPROVEMENT COMPANY
ATTN: MIKE GHETU
5401 VICTORIA AVENUE
DAVENPORT, IA 52807

TOEBE CONSTRUCTION
28990 S WIXOM RD.
WIXOM, MI 48393

HERBERT JUDON JR.
AUGUSTA REGIONAL AIRPORT

ELIZABETH GILES
AUGUSTA REGIONAL AIRPORT

EDWYNN SCOTT
MEAD & HUNT
878 SOUTH LAKE DRIVE
LEXINGTON, SC 29072

BID ITEM 23-131
CONSTRUCT TAXIWAY G FOR
AUGUSTA, GA AUGUSTA REGIONAL
AIRPORT
DUE: WED. 03/15/23 @ 3:00 P.M.

BID ITEM 23-131
CONSTRUCT TAXIWAY G FOR
AUGUSTA, GA AUGUSTA REGIONAL
AIRPORT
MAIL: THUR. 02/02/23

PHYLLIS JOHNSON
COMPLIANCE DEPARTMENT

Engineers Inc 2023-02-03			
Walker Parking Consultants Engineers Inc 2023-02-03	kbrichetto@walkerconsultants.com Brichetto, Karen		
Walker Parking Consultants Engineers Inc 2023-02-03	mmaxwell@walkerconsultants.com Maxwell, Melinda		
Walker Parking Consultants Engineers Inc 2023-02-03	mparker@walkerconsultants.com Parker, Marion		
Waveshore inc 2023-02-03	danilinares_90@hotmail.com Linares, Daniel	N	NOM
Webber, LLC 2023-02-03	Thomas.Arbutnot@webber.com Arbutnot, Thomas	N	NOM
Webber, LLC 2023-02-03	khondarez@webber.com Hondarez, Kency		
Webber, LLC 2023-02-03	rebeck@webber.com Beck, Roger		
Webber, LLC 2023-02-03	smeier@webber.com Meier, Steven		
YellowLine Asphalt & Construction 2023-02-03	admin@zerochaosadvisors.com Fisher, Ronald	N	NOM
f.s. scarbrough 2023-02-03	estimating@fsscarbrough.com Scarbrough, Franklin	N	NOM
rand construction corporation 2023-02-03	bademail@doas.ga.gov Griffin, Anna	N	NOM

ETHNIC GROUP	COUNT
African American	37
Asian American	7
Native American	6
Hispanic/Latino	2
Pacific Island/American	1
Non Minority	284
Not Classified	0
Total Number of Vendors	337
Total Number of Contacts	771

Nancy M. Williams

From: Nancy M. Williams
Sent: Monday, June 5, 2023 7:52 PM
To: Nancy M. Williams

Planholders

Export To Excel Add Supplier

Supplier (10)

Supplier	Download Date
C.W. Matthews Contracting Co.	02/03/2023
Dodge Data	02/05/2023
Florida Hydroseeding & Erosion Control	02/03/2023
Gosalia Concrete Constructors, Inc.	02/03/2023
International Contractors Inc.	03/08/2023
JLUL LOGISTICS LLC	02/25/2023
Lumacurve Airfield Signs	02/06/2023
Onvia, Inc. - Content Department	02/16/2023
T2 Utility Engineers South	02/03/2023
Universal Uplift, LLC	02/10/2023

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AED:104.1



Commission Meeting

June 20, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Business License & Customer Service Manager
Caption:	Existing Location: 23-20: A request by James Reese for a consumption on premise Liquor, Beer & Wine License to be used in connection with D'Boot's located at 917 Broad Street. District 1. Super District 9.
Background:	This is an Existing Location. Formerly in the name of Russel Fiveash.
Analysis:	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a fee of \$5,610.00
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT**

Case Number: A.N. 23-20

Application Type: Consumption on Premise Liquor, Beer, Wine

Business Name: D Boots, LLC

Hearing Date: June 13, 2023

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

Applicant: *James Reese*

Property Owner: GGFNU Investment Group, LLC

Address of Property: 917 Broad Street

Tax Parcel #: 037-3-085-00-0

Commission District: District: 1 Super District: 9

Background: Existing Location

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

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

ADDITIONAL CONSIDERATIONS:

- **Reputation, character.** The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous violations of liquor laws.** If the applicant is a previous holder of a license to sell alcoholic liquors, whether or not he has violated any laws, regulations or ordinance relating to such business.
- **Manner of conducting prior liquor business.** If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which he conducted the business thereunder especially as to the necessity for unusual police observation and inspection in order to prevent the violation of any law, regulation or ordinance relating to such business.

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

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

RECOMMENDATION:

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

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

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



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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business DBoots LLC
2. Business Address 917 E Broad Street
3. City Augusta State GA Zip 30901
4. Business Phone (912) 572-8101 Home Phone (520) 990-7417
5. Applicant Name and Address: James Reese
125 Hamilton Grove Drive
Pooler, GA 31322
6. Applicant Social Security # 1 D.O.B. _____
7. If Application is a transfer, list previous Applicant: _____

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

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

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 1/26/2023
12. Mailing Address:
Name of Business DBoots LLC
Attention James Reese
Address 32 East 64th Street
City/State/Zip Swannan, GA 31405
13. Ownership Type: (☒) Corporation () Partnership () Individual
14. Corporate Name: DBoots LLC
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
<u>James Reese</u>	<u>Owner</u>		<u>125 Hamilton Grove Dr. Pooler GA 31322</u>	<u>50%</u>
<u>Brad Chapp</u>	<u>Owner</u>		<u>52 E 64th SW 31405</u>	<u>50%</u>

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

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer					
Consumption on Premises	<u>x</u>	<u>x</u>	<u>x</u>		
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: _____

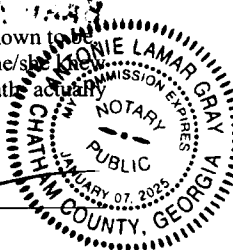
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (☒) Yes () No If so, please initial [Signature]



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 Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (✓) No
If yes, give full details: _____
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). ~~Any~~ 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.
Mike Guthrie
22. List the name and other required information for each person, firm or corporation having any interest in the business.
James Reese
Bradley Clapp
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, JAMES REESE
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 Reese is personally known to me. That he/she signed his/her name to the forgoing allocation stating to me that he/she read and understood all statements and answers made herein, and, under oath administered by me, has sworn that said statements and answers are true.
This 28th day of April, in the year 2023.

Applicant Signature

Notary Public



FOR OFFICE USE ONLY

Department	Approve	Deny	Comments
Recommendation			
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator

Date



Commission Meeting

June 20, 2023

Naming of Augusta Utilities/Engineering Building and Athletic Ball Field

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve starting the process for the naming of the Augusta Utilities/Engineering Building 425 Walker Street in honor of late Director Tom Wiedmeier and one of the Augusta Recreation Department's athletic ball fields in honor of former Commissioner Andy Cheek. (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: Wayne Guilfoyle <augustatile1@gmail.com>
Sent: Wednesday, June 14, 2023 4:11 PM
To: Lena Bonner
Subject: [EXTERNAL] Add to Commission Agenda

motion to start the process to have Tom Wiedmeier name to be added to city owned building 425 Walker Street .

Thank You, Wayne Guilfoyle

[**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.]

ORDINANCE 7386

An Ordinance to amend the Augusta Georgia Code for the purpose of providing a uniform policy for the naming and renaming of building and properties owned by Augusta, Georgia:

THE AUGUSTA, GEORGIA COMMISSION HEREBY ORDAINS:

Section I: The Augusta Commission hereby ordains that the Code be amended to include the following policies:

CHAPTER 10
BUILDING AND PROPERTY NAMING/RENAMING POLICY

8-10-1 PURPOSE

The purpose of this article is to provide a uniform policy for the naming and renaming of buildings and properties owned by Augusta, Georgia. After the effective date of this article, no building or property whether owned at that time by Augusta, Georgia, or subsequently constructed, developed, or acquired by Augusta, Georgia, shall be assigned a name or renamed unless it is done pursuant to this article. This article shall apply to buildings, parts of buildings, bridges, parks, and any other property owned by Augusta, Georgia except for streets, roads, alleys or similar thoroughfares.

8-10-2 GUIDELINES

These guidelines shall be followed when the naming or renaming of buildings or properties is to be considered:

- (a) Names of such buildings or properties shall be based upon geographical, historical, ecological, or functional factors. Buildings and properties may also be named or renamed for persons who have made significant monetary or land contributions or other significant contributions to the well-being and betterment of Augusta, Georgia.
- (b) Buildings or properties shall not be named or renamed for living persons with the exception of living persons who have made a significant monetary contribution to the development of a public building or contributed land with the intent and agreement of the Augusta Commission that said building or property will be named for the contributor, or except for other extraordinary circumstances.
- (c) Renaming of buildings or properties should not be considered unless overwhelming evidence is provided by a proponent that the existing name lacks significance and that the proposed name bears significant importance to the well-being and betterment of Augusta, Georgia as determined by the Augusta Commission.

- (d) Renaming of buildings or properties shall not be considered for at least 50 years after naming unless there are extraordinary circumstances warranting such consideration.
- (e) As provided for or referenced within these guidelines "significant importance or significant contribution to the well-being and betterment of Augusta, Georgia" shall include, but not be limited to, the following, as it relates to Augusta, Georgia, State of Georgia and/or the United States of America:
 - 1) Acts of heroism, valor or self-sacrifice;
 - 2) Outstanding military accomplishment;
 - 3) Acts of national or local humanitarianism;
 - 4) Outstanding record of civil service with historic or critical significance; and/or
 - 5) Professional accomplishment which greatly impacted the public good/welfare.

8-10-3 PROCEDURES

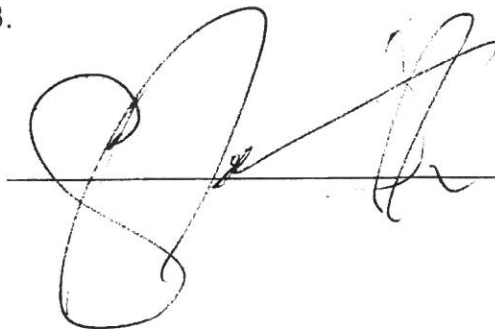
- (a) The naming or renaming of a public building or property may be proposed in the following manner:
 - (1) Members of the Augusta Commission may recommend a name.
 - (2) Staff of the Augusta Commission may recommend a name.
 - (3) The Commission may set in place a public process for soliciting input in the naming;
 - or
 - (4) Any person, firm, or associates may propose a name.
- (b) The naming or renaming of a public building or property shall be submitted to the City Administrator on forms provided by that office and accompanied by the necessary documentation. The purpose of the documentation is to provide a full background on the proposed names. The City Administrator shall consult with the City Engineer, Planning and Development Director, and the Facilities Director regarding the proposed name after the information has been received.
- (c) The City Administrator shall cause a public hearing to be held regarding the proposed name after giving at least 15 days' notice consisting of an advertisement in the legal organ and a sign placed upon the property. Such public hearings may be held as an item on the agenda of the Augusta Planning Commission.
- (d) After the public hearing, the City Administrator shall with the City Engineer, Planning and Development Director, and the Facilities Director and cause a report to be prepared which shall include a recommendation for the naming or renaming of a public building or property.
- (e) The report of the City Administrator shall be distributed to the proposer of the name as well as to all members of the Augusta Commission. It shall be placed on the next possible agenda of the Administrative Services Committee. Administrative Services will make a recommendation to the full Augusta Commission, which will make the final decision.

Section II. All Ordinance or parts of Ordinance in conflict with this Ordinance are hereby repealed.

Done in Open Meeting under the Common Seal thereof this 5 day of March, 2013.

APPROVED THIS March 5, 2013.

Mayor



ATTEST
AUGUSTA-RICHMOND COUNTY
Dancy W. Morawski
Dep. Clerk of Commission

Published in the Augusta Chronicle March 14, 2013



Commission Meeting

June 20, 2023

Engineering Services for Drainage Study, Stormwater System Assessment and Drainage Improvement Projects – RFQ 19-148
Goodwyn Mills Cawood Task Order Two (2)- Turpin Hills/Laney Walker
File Reference: 23 – 014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik
Caption:	Approve Task Order two (TO2) funding for Turpin Hills/Laney Walker Drainage Basin Drainage Improvements Engineering Services Agreement to Goodwyn Mill Cawood (GMC) in the amount of \$25,466.00 as requested by the Engineering. RFQ 19-148
Background:	Stormwater conveyance concerns are wide spread and particularly in older developed areas. The objective of Drainage Improvements projects in area experiencing localized flooding is to provide infrastructure improvements that mitigate the flooding conditions in these areas. On May 7, 2019 Commission approved the award of Engineering Services for Drainage Study, Stormwater System Assessment and Drainage Improvement Projects Engineering Services Agreement to four qualified firms including GMC. Basin-wide drainage assessment is complicated in scope, hence Augusta Engineering (AE) adopted a phased approach to release work under a Task Order format completing system condition & capacity assessment in a cost effective way, and at the same time collecting field assets data using AE stormwater assets management data collection AE guidance & protocol.
Analysis:	Due to lack of area specific drainage information, specific improvements cannot be identified without detailed survey and engineering analysis of drainage system and hydrological condition at impacted area. Phase approach is adopted for completing the study. Task order one consisted of defining boundaries of Turpin Hills/Laney Walker drainage basin Task Order two (2) will be storm sewer system detailed data collection in the subbasin targeted area 1.
Financial Impact:	Stormwater Utility Funds.
Alternatives:	1). Do not approve and abundant the project.
Recommendation:	Approve Task Order two (TO2) funding for Turpin Hills/Laney Walker Drainage Basin Drainage Improvements Engineering Services Agreement to Goodwyn Mill Cawood (GMC) in the amount of \$25.466.00 as requested by the Engineering. RFQ 19-148

Funds are available in (\$25,466.00) 581044320-52.11120 - Stormwater Utility Funds
the following accounts:

REVIEWED AND HM/SR
APPROVED BY:



May 5, 2023

Goodwyn Mills Cawood

801 Broad Street
Suite 900
Augusta, GA 30901

T (706) 303-3272
F (770) 955-1064

www.gmcnetwork.com

Mr. Mohamed Mahgoub
Principal Engineer
Augusta Engineering & Environmental Services Department
452 Walker Street, Suite 110
Augusta, GA 30901

RE: Greater Turpin Hill / Laney Walker Area Stormwater Inventory

Dear Mr. Mahgoub:

Thank you for providing Goodwyn Mills and Cawood (GMC) and Infrastructure Systems Management (ISM) the opportunity to assist the City of Augusta Engineering Department (AED) and its Asset Management Team (AEDAM) with the mapping and assessment of stormwater features in the Greater Turpin Hill / Laney Walker area (Turpin Hill). GMC has a long-standing history completing stormwater inventory work and data collection projects throughout the Southeast. In addition, GMC and ISM have a long-standing relationship with the City of Augusta and an in-depth understanding of the existing drainage network in the proposed pilot area.

The purpose of this letter is to present our scope of work to perform the mapping and condition assessment of stormwater features within the Turpin Hill pilot area consistent with AEDAM's recently updated Stormwater Management System geodatabase.

We appreciate your confidence in the GMC/ISM team, and we look forward to successfully working on this project. Please contact the undersigned should you have any questions, or if you need additional information.

Sincerely,

GOODWYN MILLS CAWOOD, INC.

A handwritten signature in blue ink, appearing to read "Chris Tolleson", is written over a light blue circular stamp.

Chris Tolleson, P.E.
Senior Engineer



BACKGROUND

The GMC/ISM team have previously performed stormwater system inventory and condition assessment work within a portion of the Turpin Hill area. AEDAM has since developed standard operation procedures and a new geodatabase schema for mapping and collecting attribute data for its Stormwater Management System (SWMS). The ultimate goal of AEDAM is to have a SWMS geodatabase consisting of reliable data, developed in a consistent manner, with complete drainage system connectivity to facilitate stormwater modeling.

AEDAM has provided GMC with the updated stormwater geodatabase (Stormwater Geodatabase v2.0.0) of selected attributes for the SWMS within an expanded area of Turpin Hill. Additionally, AEDAM has provided GMC with the following:

- Stormwater Geodatabase Documentation & Standard Operating Procedures (SOP) (February 8, 2023)
- Boundary Assessment Maps including Percent Status/Completion for Storm Structures
- Catchment areas that include Turpin Hill stormwater infrastructure based on National Hydrography dataset including:
 - Phinizy Swamp
 - Oates Creek
 - Augusta Canal
 - Rocky Creek

SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT

A Project Team that works well together will be paramount to the success of this project, which is why we propose the formation of a Project Team consisting of staff from the City, GMC and ISM. GMC will assign a Project Manager to coordinate and manage the implementation of the tasks listed below and coordinate with City staff as necessary throughout the duration of the project.

In order to facilitate this level of cooperation, we propose to have monthly coordination meetings/conference calls for the duration of this project. In our experience, nothing compares to the level of coordination that comes from in-person meetings, but virtual meetings will also allow our team to stay connected and can be used as needed throughout the process. Our Project Manager will provide the City with bi-weekly updates that discuss the progress made as well as maintenance issues identified in the field. Please note, GMC will notify AEDAM staff immediately if any issues that constitute an emergency or a safety risk are discovered during field work. Our team will provide a summary of maintenance needs and other findings along with the bi-weekly updates throughout the duration of the project.

TASK 2: PILOT STUDY



To ensure SWMS data is collected in accordance with the SOP, GMC proposes to perform an inventory within a Pilot Study area. Following GMC's completion of the Pilot Study, the data will be submitted to AEDAM for review. GMC will then meet with AEDAM staff to review the data and obtain feedback from the City. GMC proposes to perform the Pilot Study in an area covering approximately 117 acres located within the Phinizy Swamp catchment area as shown in **Figure 1**.



FIGURE 1: PILOT STUDY AREA

Prior to beginning work, GMC and ISM staff will familiarize themselves with the AED's SOP to ensure stormwater data is collected in accordance with AEDAM guidelines. The inventory will include all stormwater structures, pipes, and ditches within the Pilot Study area. The assets currently included in the City's Stormwater Database are summarized in **Table 1** and subdivided based on whether or not they have previously been inspected by GMC/ISM.

**Table 1 Pilot Study Mapped Assets in Stormwater Geodatabase**

Feature	Previously Inspected by GMC	Not Inspected By GMC ⁽¹⁾	Feature Total
SW Structures	107	90	197
SW Pipes	100	80	180
Ditches	0	5	5
TOTAL	207	175	382

(1) Includes additional 20% to account for features not previously mapped

Field mapping will be performed using map grade equipment having sub-meter horizontal accuracy (vertical accuracy is not reliable). If AEDAM desires greater accuracy, GMC can perform mapping using its Trimble Catalyst DA2 GNSS System providing 1 cm horizontal and 2 cm vertical accuracy (the cost to perform inspections using this equipment is detailed in Budget section)

The collection of attributes will be completed to the greatest extent possible, but there will be circumstances where field conditions make it difficult to populate every field in the database. When/if this occurs, these features will be noted in the database as described in the SOP and will include justification and/or a recommendation for the type of action needed. This may include structures that could not be opened as well as features that could not be examined due to sediment, water, vegetation, or other obstructions. GMC will provide the City with a list of these features as part of the bi-weekly update correspondence. If the City addresses the recommended action, the feature could be tagged for re-inspection. GMC will also determine system connectivity as part of the data collection process. In areas where connectivity cannot be confirmed, GMC will recommend further investigation methods to assist with confirming pipe connections. This could include videoing of pipes via Closed-Circuit Television (CCTV), smoke testing, and confined space entry (the cost to perform these services are summarized in the Budget section). Drainage system connectivity will be mapped to the outfall location.

Given the unique and extensive nature of this project, our Team will develop a process to ensure that data inputs and deliverables are consistent with the tasks and schedule defined within this proposal. All data and deliverables will go through an internal quality assurance (QA) and quality control (QC) procedure. Once various project tasks are completed, our team will initiate an internal QA/QC process to determine i) completeness, ii) accuracy, and iii) to ensure the deliverables meet the primary objective associated with each project task. Our team will coordinate with the AEDAM staff as needed for feedback or clarification. In our experience, the internal process, coupled with Project Team assistance is the most efficient manner to ensure that project deliverables are produced to the highest level of accuracy.

Our goal is to develop the most efficient process for mapping the stormwater system in a manner that best addresses the immediate needs of the City. Locations will be mapped and additional inspection data will be recorded using the ArcGIS Field Maps application. As an added value, GMC will develop a web application



that can be used by City staff throughout the duration of the project to track status and interact with the data real-time.

Following final approval by AEDAM for the work performed as part of the Pilot Study, GMC/ISM will prepare a proposal for completion of the inventory for the catchment areas within the remainder of Turpin Hill.

BUDGET

GMC proposes to complete the scope of work for the Pilot Study previously discussed based on a unit price fee as follows:

- \$35 per structure/pipe/ditch for features not previously inventoried by GMC
- \$22 per structure/pipe/ditch for features previously inventoried by GMC

Task	Total Fee
Task 1: Project Management	\$2,080.00
13 hours x \$160/hour	
Task 2: Pilot Study	
(207 structures at \$22 each + 175 at \$35 each = \$10,686)	\$10,686.00
Post Processing and QA/QC	\$1,200.00
Trimble Catalyst DA2 GNSS System ⁽¹⁾	\$1,500.00
Contingency if additional investigation is needed ⁽²⁾	\$10,000.00
Task 2: Pilot Study Sub-Total	\$23,386.00
TOTAL	\$25,466.00

(1) For a higher degree of accuracy, GMC will utilize a Trimble Catalyst DA2 GNSS System (1 cm H / 2 cm V accuracy)

(2) Where further investigation is warranted, services will be provided by GMC's subcontractor Augusta Industrial Services, Inc for the following fees:

- a. Confined Space Entry: **\$288 per hour** for a four-hour minimum
- b. Smoke Testing: **\$4,370 per day**
- c. CCTV: **\$3,278 per day**

SCHEDULE

GMC proposes to perform complete the Pilot Study within **two (2) months** of acceptance of this proposal.

ACCEPTANCE

If this scope of work and fee proposal are acceptable, please sign and date below and forward one copy as our agreement and authorization to proceed. Please contact our office if you have any questions. We look forward to working with you on this most important project.

ACCEPTED BY _____

DATE _____

AUGUSTA-RICHMOND COUNTY
AUGUSTA ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT
SUPPLEMENTAL AGREEMENT

Item 22.

Augusta Richmond County Project Number(s):	581-044320-5211120
Supplemental Agreement Number:	TASK ORDER TWO
Purchase Order Number:	19ENG795

WHEREAS, We, **Goodwyn Mills Cawood, Inc.** entered into a contract with Augusta-Richmond County on "September 17, 2019", for the **Turpin Hills/Laney Walker Drainage Area** Project No. 581-044320-5211120 File Reference No. 23-014 (A), and

WHEREAS, certain revisions to the design requested by Augusta-Richmond County are not covered by the scope of the original contract, we desire to submit the following Supplemental Agreement to-wit:

***Additional Funding to supplement Task Order Two for storm sewer system detailed
data collection in the subbasin targeted area 1***

It is agreed that as a result of the above described modification the contract amount is increased by **\$25,466.00** from **\$128,630.00** to a new total of **\$154,096.00.**

Any modifications to submittal dates shall be as identified in the attached proposal. This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, **Goodwyn Mills Cawood, Inc.** hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

This _____ day of _____, 2023.

RECOMMEND FOR APPROVAL:

CITY OF AUGUSTA-RICHMOND COUNTY
AUGUSTA, GEORGIA

GOODWYN MILLS CAWOOD, INC.

Honorable Garnett L. Johnson, Mayor

Approved: Date _____

ATTEST:

Title: _____

Approved: Date _____

[ATTACHED CORPORATE SEAL]

ATTEST:

Title: _____



Commission Meeting

Meeting Date: June 20, 2023

General Obligation Bonds (SPLOST) Series 2023 bond resolution

Department:	Finance
Presenter:	Timothy Schroer, Deputy Finance Director
Caption:	Motion to approve General Obligation Bonds (SPLOST) Series 2023 bond resolution and authorize the Mayor and Clerk to sign all necessary documents.
Background:	On March 16, 2021 the SPLOST 8 referendum was approved by the voters. The vote also constituted approval of the issuance of general obligation debt in the aggregate principal amount of \$30,000,000 and were validated on January 14, 2022. Projects that will use bond funding were approved by the Commission on May 16, 2023.
Analysis:	This is the next step in the process in issuing the SPLOST 8, series 2023 bonds. The bond will be priced (sold) on June 20, 2023. On the sale date the Commission will be apprised of the results. The Commission will be provided final documents with pricing information.
Financial Impact:	Approval will provide funding SPLOST projects in the amount of \$26 Million. Debt service will be funded from SPLOST collections.
Alternatives:	None
Recommendation:	Approve General Obligation Bonds (SPLOST) Series 2023 bond resolution and authorize the Mayor and Clerk to sign all necessary documents.
Funds are available in the following accounts:	SPLOST 8 Fund 330

REVIEWED AND
APPROVED BY:

A BOND RESOLUTION AUTHORIZING THE ISSUANCE OF \$_____ IN AGGREGATE PRINCIPAL AMOUNT OF AUGUSTA, GEORGIA GENERAL OBLIGATION BONDS, SERIES 2023, ADOPTING A FORM FOR THE BONDS, AUTHORIZING THE EXECUTION OF THE BONDS, ESTABLISHING THE DATE, DENOMINATIONS, AND RATE OR RATES OF INTEREST FOR THE BONDS, LEVYING AN ANNUAL AD VALOREM TAX ON THE TAXABLE PROPERTY WITHIN AUGUSTA, GEORGIA SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THE SAME BECOME DUE, AUTHORIZING THE SALE OF THE BONDS TO THE SUCCESSFUL BIDDER, DESIGNATING A PAYING AGENT AND BOND REGISTRAR FOR THE BONDS, AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE CERTIFICATE, AND FOR OTHER RELATED PURPOSES.

WHEREAS, the Augusta-Richmond County Commission (the “Commission”) is the governing authority of Augusta, Georgia (the “Consolidated Government”), a political subdivision and a consolidated city-county government created and existing under the laws of the State of Georgia, and is charged with the duties of levying taxes, contracting debts, and managing the affairs of the Consolidated Government; and

WHEREAS, on January 19, 2021, the Commission adopted, at a meeting duly called and held, a resolution (the “Referendum Resolution”) entitled:

A REFERENDUM RESOLUTION TO REIMPOSE A SPECIAL ONE PERCENT SALES AND USE TAX, SUBJECT TO REFERENDUM APPROVAL; TO REGULATE AND PROVIDE FOR THE CALLING OF AN ELECTION AND TO CALL AN ELECTION TO DETERMINE THE REIMPOSITION OR NON-REIMPOSITION OF THE SALES AND USE TAX; TO SPECIFY THE PURPOSES FOR WHICH THE PROCEEDS OF THE SALES AND USE TAX ARE TO BE USED AND MAY BE EXPENDED; TO SPECIFY THE ESTIMATED COST OF THE PROJECTS THAT WILL BE FUNDED FROM THE PROCEEDS OF THE SALES AND USE TAX; TO SPECIFY THE MAXIMUM AMOUNT OF REVENUE TO BE RAISED BY THE SALES AND USE TAX; TO AUTHORIZE THE ISSUANCE OF \$30,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION DEBT OF AUGUSTA, GEORGIA IN CONJUNCTION WITH THE REIMPOSITION OF THE SALES AND USE TAX; TO SPECIFY THE PURPOSE FOR WHICH THE DEBT IS TO BE ISSUED, THE MAXIMUM INTEREST RATE OR RATES THAT SUCH DEBT IS TO BEAR, AND THE AMOUNT OF PRINCIPAL TO BE PAID IN EACH YEAR DURING THE LIFE OF SUCH DEBT; TO

PROVIDE FOR THE LEVY AND COLLECTION OF AD VALOREM TAXES TO SERVICE SUCH DEBT, TO THE EXTENT THE PROCEEDS OF THE SALES AND USE TAX ARE NOT SUFFICIENT FOR SUCH PURPOSE; AND FOR OTHER PURPOSES; and

WHEREAS, the Referendum Resolution called an election to be held in all the precincts in Richmond County for the purpose of submitting to the qualified voters of Richmond County the question of whether or not a special one percent sales and use tax should be reimposed within the special district of Richmond County (which includes the geographic areas within the Consolidated Government and the City of Blythe, Georgia (“Blythe”) and the City of Hephzibah (“Hephzibah”) (each a “City” and collectively the “Cities”)) created by Section 48-8-110.1(a) of the Official Code of Georgia Annotated, upon the termination of the special one percent sales and use tax then in effect, for the raising of not more than \$250,285,000 for the following purposes pursuant to an Intergovernmental Sales Tax Agreement, dated as of January 1, 2021, among the Consolidated Government, Blythe, and Hephzibah: (a) capital outlay projects, which are estimated to cost \$241,285,000, to be owned or operated or both by Augusta or by one or more local authorities within such special district pursuant to intergovernmental contracts with Augusta (the “Augusta Projects”): (i) Public Safety, including Facilities, Equipment, and Vehicles, (ii) Quality of Life, including Parks and Recreation Facilities and James Brown Arena Project, (iii) Infrastructure and Facilities, including Road, Street, Bridge, and Drainage Improvements, (iv) Government Facilities, including New Fleet Maintenance Facility and Improvements to Juvenile Court, Fire Stations, and Other Facilities, and (v) Economic Development, including Retail and Industrial Recruitment Projects, Blight Mitigation, Depot Project, and Cyber Center Parking Deck Acquisition; (b) capital outlay projects, which are estimated to cost \$1,500,000, to be owned or operated or both by Blythe: (i) Public Safety Equipment and Vehicles, (ii) Road and Street Improvements, (iii) Water System Improvements, (iv) Stormwater Collection System Improvements, (v) Rehabilitation of Blighted Properties, (vi) Parks and Recreation, (vii) Library Improvements, and (viii) Facilities Equipment/Systems Replacement; and (c) capital outlay projects, which are estimated to cost \$7,500,000, to be owned or operated or both by Hephzibah: (i) Town Center with City Hall, (ii) Public Safety Equipment and Vehicles, (iii) Public Safety Training Center, (iv) Parks and Recreation, (v) Cemetery Expansion, (vi) Road and Street Improvements, (vii) Utility Vehicles and Equipment, and (viii) Water and Sewer System Improvements; and

WHEREAS, the ballots used in the election provided that if the reimposition of the sales and use tax is approved by the voters in the referendum described above, such vote shall also constitute approval of the issuance of general obligation debt (in the form of general obligation bonds, promissory notes, or other instruments, as the Commission may approve) of the Consolidated Government in the aggregate principal amount of \$30,000,000 in conjunction with the reimposition of the sales and use tax, to be payable first from the separate account in which are placed the proceeds received by the Consolidated Government from the sales and use tax and then from the general funds of the Consolidated Government, for the purpose of providing funds to pay the costs of any one or more of the Consolidated Government Projects; and

WHEREAS, the Referendum Resolution called the election for March 16, 2021, and authorized and directed publication of notice of the election (in the form specified in the

Referendum Resolution) in the newspaper in which sheriff's advertisements for Richmond County are published for a period of not less than thirty (30) days preceding the date of the election; and

WHEREAS, notice of the election was duly published in The Augusta Chronicle, which is the newspaper in which sheriff's advertisements for Richmond County are published, as required by law; and

WHEREAS, at the election duly called and held on March 16, 2021, a majority of the qualified voters of Richmond County, voting in the election, voted in favor of the reimposition of the sales and use tax, which vote also constituted approval of the issuance of general obligation debt (in the form of general obligation bonds, promissory notes, or other instruments, as the Commission may approve) of the Consolidated Government in the aggregate principal amount of \$30,000,000, such general obligation debt to be dated as of the date of delivery or such other date(s) as the Commission may approve, to be in such denomination or denominations as the Commission may approve, and to bear interest from date at such rate or rates as the Commission may approve but not exceeding five percent (5.00%) per annum in any year, all interest to be payable semiannually on April 1 and October 1 in each year, beginning October 1, 2021, and the principal to mature (by scheduled maturity or by mandatory redemption, as the Commission may approve) on the dates and in the amounts as follows:

<u>October 1 of the Year</u>	<u>Amount</u>
2024	\$15,000,000
2025	15,000,000

WHEREAS, on July 1, 2021, the Commission adopted, at a meeting duly called and held, a resolution entitled:

**A RESOLUTION OF THE AUGUSTA-RICHMOND
COUNTY COMMISSION DECLARING THE RESULTS OF
AN ELECTION HELD ON MARCH 16, 2021 TO
DETERMINE THE REIMPOSITION OR NON-
REIMPOSITION OF A SPECIAL ONE PERCENT SALES
AND USE TAX; AND FOR OTHER RELATED PURPOSES**

declaring the results of the election to be in favor of the reimposition of the sales and use tax; and

WHEREAS, because the Consolidated Government may wish to issue all of such general obligation debt so authorized in the aggregate principal amount of \$30,000,000, in the form of general obligation bonds of the Consolidated Government, on July 1, 2021, the Commission adopted, at a meeting duly called and held, a resolution entitled:

**A RESOLUTION OF THE AUGUSTA-RICHMOND
COUNTY COMMISSION AUTHORIZING THE
COMMENCEMENT OF VALIDATION PROCEEDINGS**

**FOR ITS GENERAL OBLIGATION BONDS; AND FOR
OTHER RELATED PURPOSES; and**

WHEREAS, on January 14, 2022, the Superior Court of Richmond County entered a judgment validating such bonds in the case of **STATE OF GEORGIA vs. AUGUSTA, GEORGIA**, Civil Action File No. 2021-RCCV-00670; and

WHEREAS, the Referendum Resolution provides that the bonds so authorized may be issued in one or more series and on one or more dates of issuance as the Commission may approve; and

WHEREAS, the Consolidated Government now wishes to issue a portion of such bonds so authorized and validated in the aggregate principal amount of \$_____; and

WHEREAS, pursuant to an Official Notice of Sale with respect to such bonds circulated by the Consolidated Government (the “Notice of Sale”), providing for the receipt by the Consolidated Government of sealed bids for the purchase of such bonds on June 6, 2023, the Consolidated Government has received sealed bids for the purchase of such bonds; and

WHEREAS, representatives of the Consolidated Government opened the bids, submitted via the *Parity* electronic bidding system, at the Consolidated Government’s offices at 535 Telfair Street, Suite 800, Augusta, Georgia, at 11:00 a.m., on June 6, 2023, in the presence of various officials of the Consolidated Government; and

WHEREAS, the Notice of Sale provided that such bonds would be sold to the responsible bidder specifying interest rates and prices that would result in the lowest true interest cost to the Consolidated Government for such bonds, and the bids were as follows:

Bidder

True Interest Cost Bid

%

WHEREAS, the bid of a responsible bidder resulting in the lowest true interest cost to the Consolidated Government was submitted by _____ (the “Purchaser”), and a copy of such bid is attached to this Resolution as Exhibit B and incorporated herein by reference; and

WHEREAS, after due consideration it is deemed advisable and in the best interest of the Consolidated Government that such bonds be sold to the Purchaser, the Purchaser having in all respects complied with the terms of the Notice of Sale; and

WHEREAS, in order to issue and deliver such bonds, it is necessary to adopt a form for such bonds, to authorize the execution of such bonds, to establish the date, denominations, and rate or rates of interest for such bonds, to levy an annual ad valorem tax on the taxable property within the Consolidated Government sufficient to pay the principal of and interest on such bonds as the same become due, to authorize the acceptance of an offer to purchase such bonds from, and the sale of such bonds to, the Purchaser, to designate a paying agent and bond registrar for such bonds, and to authorize the execution and delivery of a Continuing Disclosure Certificate;

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission, and it is hereby resolved by authority of the same, as follows:

Section 1. There is hereby authorized to be issued, executed, and delivered \$_____ in original aggregate principal amount of bonds designated “Augusta, Georgia General Obligation Bonds, Series 2023” (the “Bonds”). The Bonds shall be dated as of the date of their issuance and delivery, shall be issued only as fully registered bonds without coupons in denominations of \$5,000 or any integral multiple thereof, and shall bear interest from date at the rates per annum specified below (computed on the basis of a 360-day year consisting of twelve 30-day months). Interest shall be payable semiannually on April 1 and October 1 in each year, beginning April 1, 2023, and the principal shall mature on April 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2024		
2025		

Section 2. Interest on the Bonds shall be payable by the Paying Agent (designated below) by check or draft mailed to the registered owner of record as of the March 15 or September 15 immediately preceding the applicable interest payment date, at such owner’s address as it appears on the registration books of the Consolidated Government, maintained by the Bond Registrar (designated below), or at such other address as is furnished in writing by such registered owner to the Bond Registrar. The principal of and redemption premium, if any, on the Bonds shall be payable upon the presentation and surrender of the Bonds at the principal corporate trust office of the Paying Agent. Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America. U.S. Bank Trust Company, National Association, Atlanta, Georgia, is hereby designated as Paying Agent and Bond Registrar (the “Paying Agent” or the “Bond Registrar”) for the Bonds. The Mayor of the Consolidated Government and the Clerk of Commission of the Consolidated Government are hereby authorized to execute and deliver, for and on behalf of the Consolidated Government, a paying agency and registrar agreement between the Consolidated Government and U.S. Bank

Trust Company, National Association. The execution and delivery of a paying agency and registrar agreement by the Mayor and the Clerk of Commission shall constitute conclusive evidence of the ratification, confirmation, and approval by the Consolidated Government of the terms and conditions of the paying agency and registrar agreement.

Section 3. The Bonds are transferable only on the books and records maintained by the Bond Registrar for that purpose. The Consolidated Government, the Paying Agent, and the Bond Registrar may deem and treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of receiving payment of or on account of the principal of, premium, if any, and interest on such Bond, and for all other purposes whatsoever, and neither the Consolidated Government, the Paying Agent, nor the Bond Registrar shall be affected by any notice to the contrary. The Bonds may be transferred upon surrender thereof to the Bond Registrar, at the principal corporate trust office of the Bond Registrar, together with an assignment duly executed by the registered owner or such registered owner's attorney duly authorized in writing, in the form imprinted on the Bonds or in any other form satisfactory to the Bond Registrar. Upon any such transfer of ownership, the Bond Registrar shall cause to be executed and delivered a new Bond or Bonds registered in the name of the transferee in the same aggregate principal amount, maturity, and interest rate as the Bond or Bonds surrendered for transfer and in any authorized denomination. Bonds may be exchanged for a like aggregate principal amount of Bonds of the same maturity and interest rate and of authorized denominations. The Bond Registrar shall not be required to transfer or exchange any Bond after notice of redemption of such Bond has been given.

Upon surrender for transfer of any Bond at the principal corporate trust office of the Bond Registrar, the Bond Registrar shall authenticate and register a new fully registered Bond or Bonds for the same aggregate principal amount, maturity, and interest rate, shall execute the Certificate of Authentication and Registration on each such Bond, and shall deliver such Bond or Bonds to the transferee or transferees.

For every exchange or registration of transfer of Bonds, the Bond Registrar may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge may be made to the owner for any exchange or registration of transfer of Bonds.

In case any Bond shall become mutilated or be destroyed or lost, the Consolidated Government may cause to be executed and delivered a new Bond of like type, date, number, and tenor in exchange and substitution for and upon cancellation of such mutilated Bond, or in lieu of and in substitution for such Bond destroyed or lost, upon the registered owner of such Bond paying the reasonable expenses and charges of the Consolidated Government in connection therewith and, in case of a Bond destroyed or lost, the registered owner's filing with the Consolidated Government evidence satisfactory to it that such Bond was destroyed or lost, and of the registered owner's ownership thereof, and furnishing the Consolidated Government, the Paying Agent, and the Bond Registrar with indemnity satisfactory to them. If any such Bond shall have matured, instead of issuing a new Bond, the Consolidated Government may pay the same.

Section 4. The Bonds shall be initially issued in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, or its nominee, or its successors and assigns, or any other depository performing similar functions under this Resolution (“DTC”), as registered owner of the Bonds, and held in the custody of DTC. A single certificate will be issued and delivered to DTC for each maturity of the Bonds. The actual purchasers of the Bonds (the “Beneficial Owners”) will not receive physical delivery of Bond certificates except as provided herein. Beneficial Owners are expected to receive a written confirmation of their purchase providing details of each Bond acquired. For so long as DTC shall continue to serve as securities depository for the Bonds as provided herein, all transfers of beneficial ownership interests will be made by book-entry only, and no investor or other party purchasing, selling, or otherwise transferring beneficial ownership of Bonds is to receive, hold, or deliver any Bond certificate.

For every transfer and exchange of the Bonds, the Beneficial Owner may be charged a sum sufficient to cover such Beneficial Owner’s allocable share of any tax, fee, or other governmental charge that may be imposed in relation thereto.

Bond certificates are required to be delivered to and registered in the name of the Beneficial Owner, under the following circumstances:

(a) DTC determines to discontinue providing its service with respect to the Bonds (such a determination may be made at any time by giving 30 days’ notice to the Consolidated Government and the Bond Registrar and discharging its responsibilities with respect thereto under applicable law), or

(b) the Consolidated Government determines that continuation of the system of book-entry transfers through DTC (or a successor securities depository) is not in the best interests of the Beneficial Owners.

The Consolidated Government and the Bond Registrar will recognize DTC or its nominee as the registered owner of the Bonds for all purposes, including notices and voting.

The Consolidated Government and the Bond Registrar covenant and agree, so long as DTC shall continue to serve as securities depository for the Bonds, to meet the requirements of DTC with respect to required notices and other provisions of the Blanket Issuer Letter of Representations between the Consolidated Government and DTC.

The Bond Registrar is authorized to rely conclusively upon a certificate furnished by DTC as to the identity of, and the respective principal amount of Bonds beneficially owned by, the Beneficial Owner or Beneficial Owners.

Whenever, during the term of the Bonds, the beneficial ownership thereof is determined by a book entry at DTC, the requirements in this Resolution of holding, delivering, or transferring Bonds shall be deemed modified to require the appropriate person to meet the requirements of DTC as to registering or transferring the book entry to produce the same effect.

If at any time, DTC ceases to hold the Bonds, a supplemental resolution amending the provisions of this Resolution shall be adopted and thereafter all references in this Resolution to DTC in connection with the Bonds shall be of no further force or effect.

Section 5. The Bonds shall be payable first from the separate account in which are placed the proceeds received by the Consolidated Government from the sales and use tax and then from the general funds of the Consolidated Government. No part of the net proceeds from the sales and use tax received in any year shall be used for any purposes other than to pay debt service on the Bonds until all debt service requirements on the Bonds for that year have first been satisfied from the account in which the proceeds of the sales and use tax are placed. An amount of net proceeds of the sales and use tax received in each year sufficient to satisfy all debt service requirements on the Bonds for that year are hereby irrevocably pledged and appropriated to the payment of the principal of and interest on the Bonds as the same become due and payable.

Section 6. There shall be and is hereby levied a continuing direct annual ad valorem tax for the years 2023 through 2025, without limitation as to rate or amount, upon all property subject to taxation for general obligation bond purposes within the territorial limits of the Consolidated Government, sufficient to provide moneys required to pay the principal (including principal payable upon mandatory redemption, if any, of the Bonds) of and interest on the Bonds, as more fully set forth in Exhibit A attached hereto and incorporated herein by this reference, to the extent such principal and interest is not satisfied from the proceeds of the sales and use tax. The sums hereby levied are hereby irrevocably pledged and appropriated to the payment of the principal (including principal payable upon mandatory redemption, if any, of the Bonds) of and interest on the Bonds as the same become due and payable. The amount to be levied for each year is the amount specified to pay principal, if any, and interest coming due in the following year, to the extent such principal and interest is not satisfied from the proceeds of the sales and use tax. These sums shall be collected by the tax collector of the Consolidated Government, in each of the years levied, and shall be paid into a sinking fund to be maintained for, and shall be applied to, the payment of the principal of and interest on the Bonds as the same become due and payable, and provisions to meet the requirements of this Section 6 shall be made annually hereafter.

Section 7. The Bonds, the Certificate of Authentication and Registration, the Validation Certificate, and the Assignment and Transfer shall be substantially in the following forms, provided that some of the text of each such Bond may appear on the reverse side of the Bond, with such variations, omissions, substitutions, and insertions as may be required or permitted by this Resolution:

[FORM OF BOND]

Unless this Bond is presented by an authorized representative of The Depository Trust Company (“DTC”), a New York corporation, to the Consolidated Government or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**UNITED STATES OF AMERICA
STATE OF GEORGIA**

**AUGUSTA, GEORGIA
GENERAL OBLIGATION BOND, SERIES 2023**

Number R- _____ \$ _____

<u>Maturity</u> <u>Date</u>	<u>Interest</u> <u>Rate</u>	<u>Dated</u>	<u>CUSIP</u>
April 1, _____		_____, 2023	

Registered Owner: CEDE & CO.

Principal Amount:

AUGUSTA, GEORGIA (the “Consolidated Government”), for value received, hereby promises to pay to the registered owner identified above, or registered assigns, on the Maturity Date stated above, without option of prior redemption, the principal amount identified above and to pay interest from the date of this Bond, or from the most recent interest payment date to which interest has been paid, on the balance of such principal sum from time to time remaining unpaid at the interest rate per annum shown above (computed on the basis of a 360-day year consisting of twelve 30-day months) on April 1 and October 1 in each year, commencing April 1, 2023, until the payment of the principal amount of this Bond in full.

The interest on this Bond shall be payable by check or draft mailed to the registered owner of this Bond of record as of the March 15 or September 15 immediately preceding the applicable interest payment date, at such owner’s address as it appears on the registration books of the Consolidated Government (the “Bond Register”) maintained by U.S. Bank Trust

Company, National Association, Atlanta, Georgia, as Bond Registrar (the “Bond Registrar”), or at such other address as is furnished in writing by the registered owner to the Bond Registrar. The principal of and redemption premium, if any, on this Bond shall be payable upon the presentation and surrender of this Bond at the principal corporate trust office of U.S. Bank Trust Company, National Association, Atlanta, Georgia, as Paying Agent (the “Paying Agent”). Both the principal of and interest on this Bond shall be payable in lawful money of the United States of America.

This Bond is one of a duly authorized issue of like tenor (the “Bonds”), except as to numbers, interest rates, dates of maturity, and denominations, in the original aggregate principal amount of \$_____, issued by the Consolidated Government for the purpose of providing funds to pay the cost of any one or more of the following capital outlay projects to be owned or operated or both by the Consolidated Government or by one or more local authorities pursuant to intergovernmental contracts with the Consolidated Government: public safety projects, including facilities, equipment, and vehicles; quality of life projects, including parks and recreation facilities and James Brown Arena project; infrastructure and facilities, including road, street, bridge, and drainage improvements; government facilities, including new fleet maintenance facility and improvements to juvenile court, fire stations, and other facilities; and economic development projects, including retail and industrial recruitment projects, blight mitigation, depot project, and cyber center parking deck acquisition. The Bonds are authorized by the Constitution and statutes of the State of Georgia and are being issued pursuant to a resolution (the “Bond Resolution”) duly adopted by the Augusta-Richmond County Commission on June 6, 2023.

The Bonds are issuable only as fully registered bonds without coupons in denominations of \$5,000 or any integral multiple thereof. The Bonds may be exchanged for a like aggregate principal amount of Bonds of the same maturity and interest rate and of authorized denominations, all in accordance with the provisions of the Bond Resolution.

The Consolidated Government has established a book-entry system of registration for the Bonds. Except as specifically provided otherwise in the Bond Resolution, an agent will hold this Bond on behalf of the beneficial owner hereof. By acceptance of a confirmation of purchase, delivery, or transfer, the beneficial owner of this Bond shall be deemed to have agreed to such arrangement. While the Bonds are in the book-entry system of registration, the Bond Resolution provides special provisions relating to the Bonds that override certain other provisions of the Bond Resolution. This Bond is transferable by the registered owner hereof in person or by such registered owner’s attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in the manner provided in the Bond Resolution and upon surrender of this Bond. Upon such transfer a new registered Bond or Bonds in the same aggregate principal amount, maturity, and interest rate as the Bond surrendered for transfer, and in any authorized denomination, shall be issued to the transferee in exchange therefor.

The Consolidated Government, the Paying Agent, and the Bond Registrar may deem and treat the registered owner of this Bond as the absolute owner hereof for the purpose of receiving payment of or on account of the principal of, premium, if any, and interest hereon, and for all other purposes whatsoever, and neither the Consolidated Government, the Paying Agent, nor the Bond Registrar shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all acts, conditions, and things required by the Constitution and statutes of the State of Georgia to exist, happen, and be performed precedent to and in the issuance of this Bond do exist, have happened, and have been performed in due time, form, and manner as required by law, that provision has been made for the collection of a sales and use tax and a direct annual ad valorem tax, without limitation as to rate or amount, sufficient to pay the principal of and interest on this Bond in accordance with its terms, and that the total indebtedness of the Consolidated Government, including the Bonds, does not exceed any limitation prescribed by the Constitution and statutes of the State of Georgia.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit until this Bond shall have been authenticated and registered upon the Bond Register. Such authentication and registration shall be evidenced by the execution by the manual signature of a duly authorized signatory of the Bond Registrar of the Certificate of Authentication and Registration on this Bond.

IN WITNESS WHEREOF, Augusta, Georgia has caused this Bond to be executed by the Mayor of the Consolidated Government and has caused the official seal of the Consolidated Government to be impressed hereon and attested by the Clerk of Commission of the Consolidated Government.

AUGUSTA, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk of Commission

**CERTIFICATE OF AUTHENTICATION
AND REGISTRATION**

This Bond is one of the above-described Augusta, Georgia General Obligation Bonds, Series 2023.

Date of Authentication
and Registration:

_____, ____

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,**
as Bond Registrar

By: _____
Authorized Signatory

VALIDATION CERTIFICATE

STATE OF GEORGIA

COUNTY OF RICHMOND

The undersigned Clerk of the Superior Court of Richmond County, Georgia does hereby certify that this Bond was validated and confirmed by judgment of the Superior Court of Richmond County, Georgia on the 14th day of January 2022, in Civil Action File No. 2021-RCCV-00670 that no intervention or objection was filed opposing the validation of this Bond, and that no appeal of such judgment of validation has been taken.

IN WITNESS WHEREOF, I have hereunto set my hand and have impressed hereon the official seal of the Superior Court of Richmond County, Georgia.

(SEAL)

Clerk, Superior Court of
Richmond County, Georgia

The following abbreviations, when used in the inscription on this Bond or in the assignment below, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common and not as community property
UNIF TRANS		
MIN ACT	-	_____ Custodian _____ (Custodian) (Minor) under Uniform Transfers to Minors Act _____ (State)

Additional abbreviations may be used although not in the above list.

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____

(Name and Address of Assignee)

(Insert Social Security or Taxpayer
Identification Number of Assignee)

the within Bond of Augusta, Georgia and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

(Signature Guaranteed)

Notice: Signature(s) must be guaranteed by an eligible guarantor institution (such as banks, stockbrokers, savings and loan associations, and credit unions) with membership in an approved Signature Guarantee Medallion Program pursuant to S.E.C. Rule 17Ad-15.

Registered Owner

Notice: The signature(s) on this assignment must correspond with the name as it appears on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

[END OF FORM OF BOND]

Section 8. The Bonds shall be executed for and on behalf of the Consolidated Government by the manual signature of the Mayor of the Consolidated Government, and the Consolidated Government's seal shall be impressed thereon and attested by the manual signature of the Clerk of Commission of the Consolidated Government. In case any officer whose signature shall appear on any Bond shall cease to be such officer before delivery of any Bonds, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer remained in office until such delivery.

No Bond shall be valid or become obligatory for any purpose or be entitled to any benefit until such Bond shall have been authenticated and registered upon the bond registration books of the Consolidated Government maintained for that purpose. Such authentication and registration shall be evidenced by the execution by the manual signature of a duly authorized signatory of the Bond Registrar of the Certificate of Authentication and Registration contained on the Bond.

Section 9. The bid submitted by the Purchaser to purchase the Bonds, attached hereto as Exhibit B, is hereby accepted, and all other bids so received are hereby rejected, and the actions of the Administrator of the Consolidated Government, for and on behalf of the Consolidated Government, are hereby ratified and approved relating to her earlier notification to all bidders of the acceptance and rejection of such bids by the Consolidated Government and the return to the unsuccessful bidders of their good faith checks, if any. The Bonds shall, in due course, be delivered to the Purchaser against payment for the Bonds in accordance with the Notice of Sale and the Purchaser's bid accepted by the Consolidated Government.

Section 10. The use and distribution of the Notice of Sale, the Preliminary Official Statement, and the Official Statement with respect to the Bonds shall be and is hereby authorized, ratified, confirmed, and approved, and execution and delivery of the Official Statement in final form shall be and is hereby authorized, ratified, confirmed, and approved. The Mayor of the Consolidated Government is hereby authorized and directed to ratify, confirm, approve, execute, and deliver the Official Statement on behalf of the Consolidated Government, and the execution of an Official Statement by the Mayor shall constitute conclusive evidence of the Mayor's ratification, confirmation, approval, and delivery thereof on behalf of the Consolidated Government.

Section 11. All actions taken or to be taken by the Mayor of the Consolidated Government, the Clerk of Commission of the Consolidated Government, and the Administrator of the Consolidated Government relating to the authorization, issuance, and sale of the Bonds, shall be, and the same are hereby, ratified, confirmed, and approved.

Section 12. The Consolidated Government recognizes that the purchasers and owners of Bonds will have accepted the Bonds on, and paid for the Bonds a price that reflects, the understanding that interest on such Bonds is not included in the gross income of the owners for federal income tax purposes under laws in force at the time the Bonds shall have been delivered.

The Consolidated Government shall take any and all action that may be required from time to time in order to assure that interest on the Bonds shall remain excludable from the gross income of the owners of the Bonds for federal income tax purposes and shall refrain from taking any action that would adversely affect such status.

Prior to or contemporaneously with delivery of the Bonds, the Mayor of the Consolidated Government and the Clerk of Commission of the Consolidated Government shall execute a Certificate as to Arbitrage Matters on behalf of the Consolidated Government respecting the investment of the proceeds of the Bonds. Such certificate shall be a representation and certification of the Consolidated Government, and an executed copy thereof shall be delivered to the Bond Registrar. The Consolidated Government shall not knowingly invest or participate in the investment of any proceeds of the Bonds if such investment would cause interest on any Bonds to become included in gross income for federal income tax purposes.

The Mayor or the Clerk of Commission may also execute and deliver, on behalf of the Consolidated Government: (i) such agreements, filings, and other writings as may be necessary or desirable to cause or bind the Consolidated Government to comply with any requirements for rebate under Section 148(f) of the Internal Revenue Code of 1986, as amended (the “Code”), or (ii) such certificate or other writing as may be necessary or desirable to qualify for exemption from such rebate requirements.

The Consolidated Government shall calculate, from time to time, as required in order to comply with the provisions of Section 148(f) of the Code, the amounts required to be rebated (including penalties) to the United States and shall pay or cause to be paid to the United States any and all of such amounts on or before the due date.

The Consolidated Government hereby covenants and agrees that it will not use or permit any use of the proceeds of the sale of any Bonds, or use or permit the use of any of the facilities being financed thereby, which would cause any Bonds or any portion thereof to be “private activity bonds” within the meaning of Section 141 of the Code.

The covenants, certifications, representations, and warranties contained in this Section 12 shall survive payment in full or provision for payment in full of the Bonds.

Section 13. The issuance of the Bonds shall not exceed any debt limitation prescribed by the Constitution of the State of Georgia.

Section 14. The Consolidated Government hereby covenants and agrees that it shall, to the extent allowed by applicable law, comply with and carry out all of the provisions of the Continuing Disclosure Certificate to be executed by the Consolidated Government and to be dated as of the date of the issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with its terms (the “Disclosure Certificate”). Notwithstanding any other provision of this Resolution, failure of the Consolidated Government to comply with the Disclosure Certificate shall not be considered a default hereunder. It is expressly provided, however, that any beneficial owner of the Bonds may take such action, to the extent and in such manner as may be allowed by applicable law, as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Consolidated Government to comply with its obligations under this Section 14. The cost to the Consolidated Government of performing its obligations set forth in this Section 14 shall be paid solely from funds lawfully available for such purpose.

Section 15. All resolutions and parts of resolutions in conflict with this Resolution, if any, shall be and the same are hereby repealed.

Section 16. The Mayor of the Consolidated Government and the Clerk of Commission of the Consolidated Government are hereby authorized and directed to execute, for and on behalf of the Consolidated Government, such other agreements, certificates (including, without limitation, the Disclosure Certificate), or documents as may be necessary or desirable in connection with the issuance, sale, and delivery of the Bonds or the investment of the proceeds of the Bonds.

Section 17. In the absence of the Mayor of the Consolidated Government, the Mayor Pro Tempore of the Consolidated Government may take any action in connection with the Bonds, or execute and deliver any document, agreement, or other writing relating to the Bonds, including the execution of the Bonds, which the Mayor of the Consolidated Government is authorized to perform or execute and deliver pursuant to this Resolution. An Assistant or Deputy Clerk of Commission of the Consolidated Government may attest any execution of any such document, agreement, or writing in the same manner as the Clerk of Commission of the Consolidated Government would be authorized to attest any such execution.

PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE this 6th day of June 2023.

AUGUSTA, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk of Commission

EXHIBIT A
DEBT SERVICE SCHEDULE

Payment <u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Debt Service</u>
10/01/23			
04/01/24			
10/01/24			
04/01/25			
10/01/25			
Total			

EXHIBIT B
PURCHASER'S BID

[Attached]

**STATE OF GEORGIA
RICHMOND COUNTY**

CLERK'S CERTIFICATE

I, **LENA J. BONNER**, Clerk of Commission of Augusta, Georgia, **DO HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of a resolution adopted by the Augusta-Richmond County Commission (the "Commission") at an open public meeting duly called and lawfully assembled at 2:00 p.m., on the 6th day of June 2023, in connection with the issuance and sale of \$30,000,000 in aggregate principal amount of Augusta, Georgia General Obligation Bonds, Series 2023, the original of such resolution being duly recorded in the Minute Book of the Commission, which Minute Book is in my custody and control.

I do hereby further certify that the following members of the Commission were present at such meeting:

Mayor Garnett Johnson
Jordan Johnson
Stacy Pulliam
Catherine Smith McKnight
Alvin Mason
Bobby Williams
Tony Lewis
Sean Frantom
Brandon Garrett
Francine Scott
Wayne Guilfoyle

and that the following members were absent:

and that such resolution was duly adopted by a vote of:

Aye ____ Nay ____

WITNESS my hand and the official seal of Augusta, Georgia, this the 6th day of June 2023.

(SEAL)

Clerk of Commission



Commission Meeting

June 6, 2023

Junior Achievement

Department:	N/A
Presenter:	N/A
Caption:	Receive written recommendation from the Administrator regarding a funding request for the JA Discovery Center of the CSRA from Ms. Ashley Whitaker representative Junior Achievement of Georgia. (Approved by the Augusta Commission June 6, 2023)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Nancy Morawski

From: Ashley Whitaker <awhitaker@georgia.ja.org>
Sent: Monday, May 22, 2023 1:41 PM
To: Nancy Morawski
Cc: Danielle Wilkes; Jasmine Sims
Subject: [EXTERNAL] Request to be added to Commission Agenda
Attachments: Agenda Request- JA of Georgia.pdf

Hello,

Attached is my completed request form. I am a representative from Junior Achievement of Georgia and would like to request we be added to the June 6th commission meeting. Please let me know if you need any additional information from me. Thank you for the opportunity and hope to hear from you soon.

Ashley Whitaker

Director of Development, Central Savannah River Area

Junior Achievement of Georgia

706.691.9276 | [georgia.ja.org](https://www.georgia.ja.org)

[Facebook](#) | [Instagram](#) | [LinkedIn](#) | [Twitter](#)



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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: June 6, 2023
<input type="checkbox"/> Public Safety Committee	Date of Meeting _____
<input type="checkbox"/> Public Services Committee	Date of Meeting _____
<input type="checkbox"/> Administrative Services Committee	Date of Meeting _____
<input type="checkbox"/> Engineering Services Committee	Date of Meeting _____
<input type="checkbox"/> Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: Danielle Wilkes and Ashley Whitaker with Junior Achievement of GA

Address: 1105 Hogan Street, Augusta, GA 30904

Telephone Number: 706-691-9276

Fax Number: N/A

E-Mail Address: awhitaker@georgia.ja.org

Caption/Topic of Discussion to be placed on the Agenda: Junior Achievement of Georgia would like to speak to the Commission to receive funding for the JA Discovery Center of the CSRA, set to open in early 2024. This funding would cover representation of Richmond County Government inside the facility and would impact Richmond County students, teachers, and citizens.

Please send this request form to the following address:

Ms. Lena J. Bonner
Clerk of Commission
Suite 220 Municipal Building
535 Telfair Street
Augusta, GA 30901

Telephone Number: 706-821-1820
Fax Number: 706-821-1838
E-Mail Address: nmorawski@augustaga.gov

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 9:00 a.m. on the Thursday preceding the Commission and Committee meetings of the following week. A five-minute time limit will be allowed for presentations.



Commission Meeting

June 20, 2023

Reappointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the reappointment of Wayne Gossage, Jr. to the Augusta Economic Development Authority. (Requested by Commissioner Brandon Garrett)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Brandon Garrett <brandon@azaleaoutdoor.com>
Sent: Wednesday, June 7, 2023 4:37 PM
To: Lena Bonner; Cal Wray
Subject: [EXTERNAL] AEDA APPOINTMENT

Place Wayne Gossage on agenda for reappointment for four more years on AEDA board please.

Please confirm receipt.

Have a great day!

Brandon Garrett

Sales Manager

Azaleaoutdoor.com
706.836.6317

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Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title	Mr.		
First Name *	Wayne		
Middle Name *	Allan		
Last Name *	Gossage		
Suffix	Jr		
Date Of Birth *	3/24/1980		
Address *	Street Address 122 Barefield Drive Address Line 2 City Hephzibah State / Province / Region Georgia Postal / Zip Code 30815 Country United States		
Home Phone *	706-592-2075		
Work Phone	706-547-5083		
Registered Voter *	<input type="radio"/> District 1 <input type="radio"/> District 2 <input type="radio"/> District 3 <input type="radio"/> District 4 <input type="radio"/> District 5 <input type="radio"/> District 6 <input type="radio"/> District 7 <input type="radio"/> District 8 <input type="radio"/> None		
Marital Status *	Married		
Education *	Bachelors		
Race *	White		
Gender *	Male		
Occupation *	Manager of Engineering		
Interests	Economic Development		

Commissions, Authorities, & Boards

Volunteer For * Development Authority of Richmond County
 Click add below to apply for more than one board.

*

I currently have relatives working for the City of Augusta

☐ Yes

☒ No

*

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

☐ Yes

☒ No

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

☒ Yes

☐ No

Email

w_gossage@hotmail.com



Commission Meeting

June 20, 2023

Reappointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the reappointment of Mr. Steven Kendrick to the Augusta Economic Development Authority. (Requested by Commissioner Bobby Williams)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

UPDATE: 06/06/23

NAME OF BOARD DEVELOPMENT AUTHORITY OF AUGUSTA, GEORGIA

<u>MEMBER</u>	<u>TERM</u>	<u>APPOINTED</u>	<u>EXPIRATION</u>
W. Butch Gallop	4-yr.	06/16/20	6/03/23
Greg Hill	4-yr.	06/06/23	6/03/27
Shell Berry	4-yr.	10/15/19	6/03/23
Wayne Gossage, Jr.	4-yr.	06/04/19	6/03/23

Corey Johnson	4 yr.	6/06/23	6/03/25
Bill Hollingworth	4 yr.	2/06/05	6/03/17
Collette D'Antignac	4 yr.	6/06/23	6/03/25
Steven Kendrick	4 yr.	6/04/19	6/03/21
Deke Copenhaver	4 yr.	6/06/23	6/03/25

Executive Director: Cal Wray, (706) 821-1321

Attorney: Robert C. Hagler (706) 724-0171

Meeting Date: Third Wednesday of each month at 10:00 A.M

Where: **Augusta Economic Development Authority**
Historic Enterprise Mill, Suite 560, 1450 Greene Street Augusta, GA
30901

Created: Pursuant to O.C.G.A. 36-62-04

Names changed from Development Authority of Richmond County to Development Authority of Augusta Georgia by the Augusta Commission Ordinance No. 7624 adopted June 19, 2018. Board Details

Meeting Date Third Thursday, of each month 10:00 A.M. Meeting Location Main Conference Room of Enterprise Mill, 1450 Greene Street, Augusta Georgia . Contact Mr. Cal Wray, President Contact Info 706-821-1321 Mission The Augusta Economic Development Authority is the single point of contact for economic development projects in Augusta-Richmond County. The Augusta Economic Development Authority is responsible for the recruitment of these new businesses in the areas of industrial, manufacturing, distribution, corporate and regional headquarters, customer service centers, and assistance with other major economic development

projects in the county. The DARC focuses on the existing industries of ARC to insure their continued expansions and retentions. The DARC works with neighboring development authorities through the 13-member Unified Development Council of the CSRA. Created Richmond County Industrial Development Act, No. 436 (House Bill No. 608) under the provisions of the "Revenue Certificate Law of 1937" (Ga. L. 1937, p.761 Notes Members are appointed by the governing authority of Richmond County and serve four-year terms.

Lena Bonner

From: Commissioner Bobby Williams
Sent: Tuesday, June 13, 2023 6:16 PM
To: Lena Bonner
Subject: Appointment

Please place on commission agenda to appoint Stephen Kendricks to development authority...

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AED:104.1

TALENT BANK INFORMATION QUESTIONNAIRE

To be completed by persons desiring to volunteer their services on the AUGUSTA ECONOMIC DEVELOPMENT Authority, Board or Commission for Augusta, Georgia.

NOTE: Any information entered on this questionnaire would become public information upon your submission/appointment.

Email Address Steven Kendrick@augustaga.gov

Date 8/3/16

1. Name STEVEN B. KENDRICK
 Home Phone 706-736-3551 Bus Phone 706-821-2417
2. Address 2012 PHEASANT CREEK DRIVE, RICHMOND, GA 30907
 Street County State Zip
3. Date of Birth 5/17/68 Sex: Male ☒ Female ☐
4. Registered Voter: Yes ☒ No ☐
5. Voting District 7
6. Marital Status: Single ☐ Married ☒ Separated ☐
 Engaged ☐ Divorced ☐
7. Education: High School WESTSIDE HIGH / DIPLOMA
 College FLORIDA A&M UNIV / B.A. BUS ADM / MBA
8. Relatives working for the City or County: _____
9. Occupation: _____
10. Race: White ☐ African-American ☒ Asian American ☐
 Spanish Surnamed _____ American Indian _____ Other _____



Commission Meeting

June 20, 2023

Affidavit

Department:	N/A
Presenter:	N/A
Caption:	Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A