



## **ENGINEERING SERVICES COMMITTEE MEETING AGENDA**

Commission Chamber  
Tuesday, June 23, 2026  
1:20 PM

### **ENGINEERING SERVICES**

- 1.** Mystical Rose Gardens Water and Sanitary Sewer Dedication Documents
- 2.** Approve additional funding to the Memorandum of Understanding (MOU) with the Phinizy Center for Water Sciences to pay for continued services at a cost of \$35,000 quarterly, ratify funding for quarters 1 and 2 2026, and to allow extension of the MOU in 2027, 2028, 2029 as funds are available.
- 3.** **Approve** 2026 Funding to SREL for bird activity around the constructed wetlands
- 4.** Motion to approve (a) staff to initiate procurement of a parking management firm for the downtown area and (b) the Law Department to draft related updates to the Code of Ordinances regarding parking.
- 5.** Approve Emergency Procurement of #8 RWPS Diesel Check valve in the amount of \$27,186.15
- 6.** Motion to **approve** the minutes of the June 9, 2026 Engineering Services Committee Meeting.



**Engineering Services Committee Meeting**

Meeting Date: July 7, 2026

Mystical Rose Gardens Subdivision

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

STATE OF GEORGIA  
COUNTY OF RICHMOND

**MAINTENANCE AGREEMENT**  
MYSTICAL ROSE GARDENS  
Water Distribution and Gravity Sanitary Sewer Systems  
(Streets may be dedicated at a later date.)

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the Owner and Developer, NEK COMMERCIAL PROPERTIES, LLC, company established under the laws of South Carolina, hereinafter referred to as "OWNER", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as "AUGUSTA":

WITNESSETH

WHEREAS Owner has requested that Augusta accept the water distribution and gravity sanitary sewer systems (SYSTEMS), for the subdivision known as GRANITE HILL, SECTION 4, PHASE 4, as shown by a Deed of Dedication (Deed), contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

WHEREAS Augusta has adopted a policy requiring the developer, Owner, maintain those installations and systems laid or installed in the subdivision, which Augusta does accept by Deed, for a period of eighteen (18) months;

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

(1) Augusta accepts the SYSTEMS for the MYSTICAL ROSE GARDENS subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta Commission and that said SYSTEMS were duly inspected by the Augusta Utilities Department and did pass said inspection.

(2) Owner agrees to maintain all the said SYSTEMS as described in said Deed for a period of eighteen (18) months from the date of the acceptance of said Deed of Dedication by the Augusta Commission.

(3) Owner agrees that if during said eighteen-month period there is a failure of the SYSTEMS installed

in said subdivision described in the Deed due to failure or poor workmanship, that Owner shall be responsible for adequate maintenance and repair.

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

(5) If, in the event of an emergency, as determined by Augusta, Owner is unable to respond in a timely manner, or if the emergency is such that action has to be taken immediately, as determined by Augusta, Augusta shall be authorized to erect barricades, and/or traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem, at Owner's expense and allow Owner time to make the needed repairs in a reasonable time, as determined by Augusta. Owner will be presented with an invoice for said measures taken and agrees to pay same with thirty (30) days of receipt.

(6) In the event Owner fails to comply with the terms of this agreement and perform such repairs as indicated in paragraph (4) and/or paragraph (5) within the designated timeframe, then Augusta shall proceed to have the necessary corrective work done, and Owner agrees to be responsible to Augusta for payment, in full, of the costs of repairing the improvements and any other actions it had to perform due to the emergency situation, due to failure of material or poor workmanship as liquidated damages and said payment shall be made to AUGUSTA within 30 days of receipt of invoice/bill.

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

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

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

The term Owner shall also be construed to mean the owner of the property at the time of the signing of this agreement.

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

(11) This agreement shall run with the land.

IN WITNESS WHEREOF, Owner has hereunto set its hand and seal and Augusta has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written. Signed, sealed and delivered in he presence of

OWNER:

NEK COMMERCIAL PROPERTIES, LLC

C. Phillips  
Witness

Nkolika Aniedobe  
NKOLIKA ANIEDOBE

As its: Managing Member

Melissa K. Touchstone  
Notary Public

State of Georgia, County of Richmond

My Commission Expires: 08/19/2029



ACCEPTED BY:

AUGUSTA, GEORGIA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Garnett L. Johnson  
As Its Mayor

\_\_\_\_\_  
Notary Public  
State of Georgia, County of \_\_\_\_\_

Attest: \_\_\_\_\_  
Lena Bonner  
As Its Clerk of Commission

My Commission Expires: \_\_\_\_\_

(SEAL)

STATE OF GEORGIA

COUNTY OF RICHMOND

**EASEMENT DEED OF DEDICATION**  
**Water and Gravity Sanitary Sewer Systems**  
**(Streets may be dedicated at a later date.)**  
**MYSTICAL ROSE GARDENS**

In this Agreement, wherever the context so requires, the masculine gender includes feminine and/or neuter, and the singular number includes the plural. Wherever herein a verb, pronoun or other part of speech is used in the singular, and if there is more than one Grantor or Grantee, Owner, or Developer the singular part of speech shall be deemed to read as the plural. Wherever herein Grantor or Grantee, Owner or Developer is used, the same shall be construed to include the heirs as well, executors, administrators, successors, representatives and assigns of the same. All granted rights and privileges, and all agreements contained in this document shall run with the land and shall be binding upon the heirs, executors, administrators, successors, representatives and assigns of the Grantor, Owner, or Developer.

**WHEREAS** NEK COMMERCIAL PROPERTIES, LLC., a company established under the laws of the State of South Carolina, as the Grantor (hereinafter known as "OWNER") is the owner and developer of a tract of land in Augusta, Richmond County, Georgia, located off Tobacco Road, and OWNER has constructed a housing subdivision known as MYSTICAL ROSE GARDENS on said tract, in which it has laid out a water distribution system and gravity sanitary sewerage system; and

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

**WHEREAS** the road rights-of-way and storm drainage system will remain private, until such time as the OWNER is allowed to dedicate them to AUGUSTA; and

**WHEREAS** until such time that the rights-of-way and storm drainage system are dedicated to AUGUSTA, the maintenance, repair, replacement, and control (or any other issues arising from the rights-of-way and storm drainage system) of the storm drainage system and the road and street system (rights-of-way) will be strictly the responsibility of OWNER; and

**WHEREAS** a final plat of the above stated subdivision has been prepared by EMC Engineering Services, Inc., dated January 29, 2026, revised March 16, 2026, approved by the Augusta-Richmond County Planning Commission on February 2, 2026, approved by the Augusta Commission on February 17, 2026, and filed in the Realty Records section of the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Plat Book 21 Pages 143, reference herein made to said plat for a more complete and accurate description as to the land herein described and which is made a part hereof by reference; and

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

**WHEREAS** OWNER has agreed that neither AUGUSTA, nor any of its departments, shall maintain individual force mains, lift stations and/or grinder pumps and that all said individual force mains, lift stations and/or grinder pumps shall remain private; and

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

NOW, THEREFORE, this indenture made this \_\_\_\_ day of \_\_\_\_\_ 2026, between OWNER and AUGUSTA,

WITNESSETH:

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

Exclusive 20-foot easement(s), unless otherwise noted, in perpetuity, centered over the water distribution system and the gravity sanitary sewerage system, which is not within the rights-of-way of said subdivisions, as shown on the aforementioned plat, and/or as shown upon any as-built drawings supplied to AUGUSTA by OWNER.

Exclusive 60-foot easements, in perpetuity, over all rights-of-ways included in said subdivision, as shown on the aforementioned plat and/or as shown upon any as-built drawings supplied to AUGUSTA by OWNER, including, but not limited to Devine Mercy Drive.

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

wires, apparatus, fixtures and appliances; and with the right to assign this easement in whole or in part; and

For the duration of the time that the rights-of-way remain private, OWNER, shall maintain the roads and streets as private streets, and covenants that its heirs, legal representatives, successors and assigns, shall repair, pave, or replace any private parking lot, road or street, or any portion thereof, or any landscaping, through which AUGUSTA may excavate or perform other work in connection with repairs, construction, maintenance, or extension of its water distribution system and sanitary sewerage system, and shall grant to the AUGUSTA the necessary easement(s) in connection with such construction and/or extension.

OWNER also grants AUGUSTA the right, but not the duty, to clear and keep clear, all trees, undergrowth, and other obstructions from said permanent easement, along with the right of free ingress and egress to and from said permanent easement for this purpose.

OWNER further agrees that no trees or other vegetation that may interfere with the laying, relaying, installing, extending, operating, repairing, and maintaining of pipelines transporting and carrying utility services shall be planted on said easement(s) and that no buildings, fences, structures, or other permanent improvements shall be erected, constructed, or maintained thereon.

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

AND OWNER, its successors, assigns and legal representatives, will warrant and defend the right and title to the above-described property, to AUGUSTA, its successors, and assigns against the lawful claims of all persons owning, holding, or claiming by, through or under OWNER.

IN WITNESS WHEREOF, OWNER has hereunto set its hand and affixed its seal the day and year first above written.

OWNER:

NEK COMMERCIAL PROPERTIES, LLC

*C Phillips*  
Witness

*Nkolika Aniedobe*  
NKOLIKA ANIEDOBE

As its: Managing Member

*Melissa K. Touchstone*  
Notary Public

State of Georgia, County of *Richmond*

My Commission Expires: *08/19/2029*



ACCEPTED:

AUGUSTA, GEORGIA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Garnett L. Johnson  
As Its Mayor

\_\_\_\_\_  
Notary Public  
State of Georgia, County of \_\_\_\_\_

Attest: \_\_\_\_\_  
Lena Bonner  
As Its Clerk of Commission

My Commission Expires: \_\_\_\_\_

(SEAL)

PLAT B: 21 P: 143  
 Recorded: 03/23/2026 11:42 AM  
 Doc # 2026011719 Pages: 1 Fees: \$10.00  
 Hattie Holmes Sullivan  
 Clerk of Superior Court, Augusta-Richmond County, GA

### GENERAL NOTES

- THE TERM "CERTIFICATION" AS USED IN RULE "180-6-.09(2) AND (3)" AND RELATING TO PROFESSIONAL ENGINEERING OR LAND SURVEYING SERVICES, AS DEFINED IN O.C.G.A. 43-15-2(6) AND (11), SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.
- THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (O.C.G.A.) 15-6-87, IN THAT WHERE A CONFLICT EXISTS BETWEEN THOSE TWO SETS OF SPECIFICATIONS, THE REQUIREMENTS OF LAW PREVAIL.

### LEGEND

PROPERTY BOUNDARY ————  
 ADJACENT PROPERTY LINE - - - - -  
 1/2" REBAR FOUND ○ 1/2" RBF  
 5/8" REBAR FOUND ○ 5/8" RBF  
 4x4 RIGHT OF WAY MONUMENT FOUND BROKEN □ 4x4 RWMF BROKE  
 4x4 RIGHT OF WAY MONUMENT FOUND DISTURBED □ 4x4 RWMF DIST  
 5/8" REBAR SET WITH CAP ● 5/8" RBS CAP

### SURVEYORS CERTIFICATION

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

**REGISTERED LAND SURVEYOR**  
 No. 003262  
 PROFESSIONAL  
 01/16/26 OR  
 RICHARD E. BALDWIN

*Richard E. Baldwin* 1/29/2026  
 DATE

RICHARD E. BALDWIN  
 GEORGIA REGISTERED LAND SURVEYOR #3262  
 CERTIFICATE OF AUTHORIZATION  
 LAND SURVEYOR FIRM #000051

- Based on monumentation found in the field and plat in reference, property lines are as shown. This survey was prepared without the benefit of an abstract of title. Subject and adjacent property owners' deed references were provided by Augusta/Richmond County tax records and are not guaranteed as to accuracy or completeness. This property may be subject to easements, protective covenants and other facts that may be revealed by a complete title search.
  - This property is not located in a Special Flood Hazard Area per the Federal Emergency Management Agency's Flood Insurance Rate Map No. 13245C0162E; Effective Date: November 15, 2019.
  - This is a boundary plat and may not show all improvements on the property.
- The basis of bearing for this survey is Georgia State Plane Coordinate System, East Zone (NAD83/2011), determined by GPS observations utilizing an eGPS 20i GPS base and rover multi-frequency receivers on the eGPS Solutions, LLC VRS Network.

Total Area:	Square Feet	-100,487.36	Acres	-2.307
LOT 1	Square Feet	4,417.73	Acres	0.101
LOT 2	Square Feet	2,025.75	Acres	0.047
LOT 3	Square Feet	2,025.41	Acres	0.047
LOT 4	Square Feet	2,641.32	Acres	0.061
LOT 5	Square Feet	2,640.74	Acres	0.061
LOT 6	Square Feet	2,023.46	Acres	0.046
LOT 7	Square Feet	2,022.69	Acres	0.046
LOT 8	Square Feet	2,638.70	Acres	0.061
LOT 9	Square Feet	2,638.66	Acres	0.061
LOT 10	Square Feet	2,022.58	Acres	0.046
LOT 11	Square Feet	2,022.23	Acres	0.046
LOT 12	Square Feet	2,637.17	Acres	0.061
LOT 13	Square Feet	2,636.59	Acres	0.061
LOT 14	Square Feet	2,020.98	Acres	0.046
LOT 15	Square Feet	2,020.64	Acres	0.046
LOT 16	Square Feet	2,696.19	Acres	0.069
COMMON AREA	Square Feet	32,745.50	Acres	0.752
ROAD R/W TO BE DEEDED TO CITY OF AUGUSTA	Square Feet	28,611.02	Acres	0.657

REFERENCE:  
 -PLAT BOOK 19 PAGE 175  
 -DEED BOOK 1968 PAGE 1523  
 Field Work Completed on: October 15, 2025



THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

2368 TOBACCO ROAD  
 AUGUSTA GA 30906

SETBACKS

ZONING: R-1E (SINGLE FAMILY ATTACHED) PROPOSED

SETBACKS:  
 FRONT (TOBACCO RD): 40 FT  
 FRONT (MACK LN): 30 FT  
 FRONT (LOCAL RD): 15 FT  
 SIDE: 5 FT  
 REAR: 25 FT

THERE IS NO MIN LOT SIZE OR WIDTH. DENSITY OF UNITS PER ACRE -10  
 MAXIMUM BUILDING HEIGHT 45'

SUBDIVIDE NOTES:  
 OWNER/DEVELOPER:  
 NEK RESTAURANT HOLDINGS, LLC (NKOLIKA ANIEDOBE)  
 528 EDGEFIELD RD., STE G, NORTH AUGUSTA, SC  
 803-221-4778

NUMBER LOTS = 17 (16 RESIDENTIAL, 1 COMMON AREA)  
 AVERAGE LOT SIZE (RESIDENTIAL) = 2,725.15 SF  
 ROAD RIGHT OF WAY TO BE DEEDED TO AUGUSTA/RICHMOND COUNTY

E.O.C. Plat: 1 in 331,653.28  
 E.O.C. Field: This Survey was completed using eGPS 20i GPS base and rover multi-frequency receivers on the eGPS solutions vrs real-time kinematic network along with Robotic Total Station. The field data for this boundary survey has a relative positional accuracy of 0.08' or less, horizontally, at the 95% confidence level.

Equipment used: Geomax Zoom 95 Robotic Total Station eGPS 20i GPS base and rover multi-frequency receivers

### APPROVED FINAL PLAT

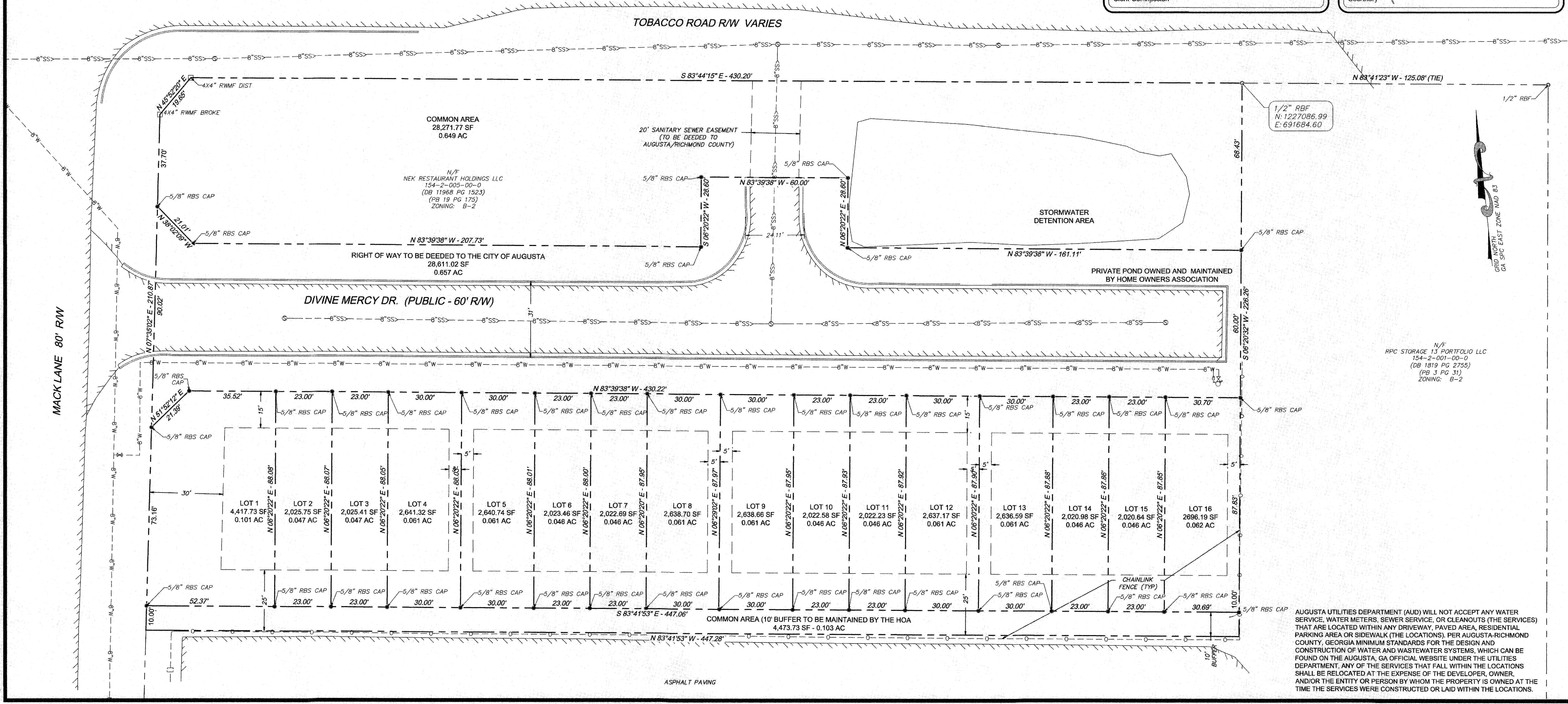
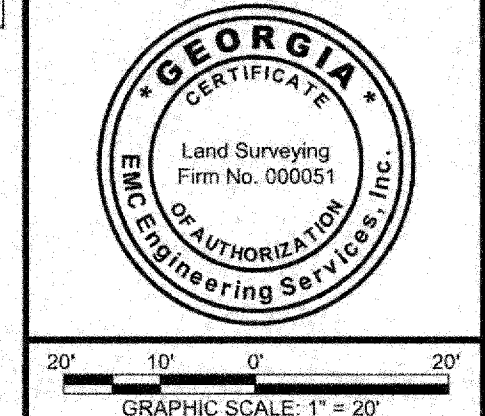
(NOT VALID UNTIL SIGNED)  
 AUGUSTA COMMISSION

Date Approved: 2/17/2026  
 Chairman-Mayor  
 Clerk-Commission

### APPROVED FINAL PLAT

(NOT VALID UNTIL SIGNED)  
 AUGUSTA-RICHMOND COUNTY PLANNING COMMISSION

Date Approved: 2/2/2026  
 Chairman  
 Secretary



EMC ENGINEERING SERVICES, INC.  
 4424 Columbia Road, Suite B  
 Martinez, GA 30907  
 Phone: (706) 963-8011  
 Fax: (706) 963-8011  
 www.emc-eng.com

CIVIL ENGINEER  
 MARINE ENVIRONMENTAL

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### FINAL PLAT

## MYSTICAL ROSE GARDENS

G.M.D. 1660 - 154-2-005-00-0 - 2368 TOBACCO ROAD  
 AUGUSTA, RICHMOND, GEORGIA

Prepared for:  
 NEK COMMERCIAL PROPERTIES LLC

PROJECT NO.: 25-8021.01  
 DRAWN BY: LNL  
 DESIGNED BY:  
 SURVEYED BY: NB  
 SURVEY DATE: 8-26-2025  
 CHECKED BY: REB  
 SCALE: 1" = 20'  
 DATE: 08-27-2025

SHEET  
 1  
 OF 1

AUGUSTA UTILITIES DEPARTMENT (AUD) WILL NOT ACCEPT ANY WATER SERVICE, WATER METERS, SEWER SERVICE, OR CLEANOUTS (THE SERVICES) THAT ARE LOCATED WITHIN ANY DRIVEWAY, PAVED AREA, RESIDENTIAL PARKING AREA OR SIDEWALK (THE LOCATIONS), PER AUGUSTA-RICHMOND COUNTY, GEORGIA MINIMUM STANDARDS FOR THE DESIGN AND CONSTRUCTION OF WATER AND WASTEWATER SYSTEMS, WHICH CAN BE FOUND ON THE AUGUSTA, GA OFFICIAL WEBSITE UNDER THE UTILITIES DEPARTMENT. ANY OF THE SERVICES THAT FALL WITHIN THE LOCATIONS SHALL BE RELOCATED AT THE EXPENSE OF THE DEVELOPER, OWNER, AND/OR THE ENTITY OR PERSON BY WHOM THE PROPERTY IS OWNED AT THE TIME THE SERVICES WERE CONSTRUCTED OR LAID WITHIN THE LOCATIONS.

C:\2025\15-8021.01\MYSTICAL ROSE GARDENS - SURVEY\DWG\15-8021.01\_L\_B01.DWG 1/19/2026 12:38 PM



**Engineering Services Committee**

Meeting Date: 06/23/2026

Updated Memorandum of Understanding – Phinizy Center for Water Sciences

**Department:** Utilities

**Presenter:** Wes Byne

**Caption:** Approve additional funding to the Memorandum of Understanding (MOU) with the Phinizy Center for Water Sciences to pay for continued services at a cost of \$35,000 quarterly, ratify funding for quarters 1 and 2 2026, and to allow extension of the MOU in 2027, 2028, 2029 as funds are available.

**Background:** Phinizy conducts routine monitoring and maintenance on Augusta’s water quality monitoring equipment, and supports AUD’s and Engineering’s data collection for state grants. This request supplements the MOU to accommodate those costs. The MOU will be extended quarterly until funds are exhausted.

**Analysis:** Phinizy conducts valuable research and support services for AUD. This partnership is best facilitated through the MOU process, as it allows for easy addition of services as required.

**Financial Impact:** Funding in the amount of \$140,000.00 is available from accounts:  
G/L 506043110-5213119

The MOU will be automatically extended in years 2027-2029 if funds are approved in the budget through the same account.

**Alternatives:** No alternatives are currently recommended.

**Recommendation:** AUD recommends that this MOU supplement be approved.

**Funds are available in the following accounts:** Funds are available in the following accounts:  
G/L 506043110-5213119

**REVIEWED AND APPROVED BY:** FWB

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**Augusta, Georgia**  
**and**  
**Phinizy Center for Water Sciences**

This Memorandum of Understanding (hereinafter “Memorandum”) made this \_\_\_ day of \_\_\_\_\_, 2026, by and between AUGUSTA, GEORGIA, as a political subdivision of the State of Georgia (hereinafter referred to as “Augusta, Georgia” or “Augusta”), as Party of the First Part, and **Phinizy Center for Water Sciences** \_\_\_\_\_ (hereinafter referred to as “Phinizy Center”) as Party of the Second Part.

WHEREAS, the \_\_\_\_\_ **Phinizy Center** is a professional/Nonprofit partnering entity assisting Augusta Utilities Department (AUD) with the continuation of a comprehensive long-term water monitoring program;

NOW, THEREFORE, as a desire of Augusta and **Phinizy Center** to coordinate the development and implementation of this program, the parties hereby agree as follows:

**UNDERSTANDING:**

Augusta, Georgia and **Phinizy Center** do hereby agree to the following:

1. The **Phinizy Center** will provide services related to design and study of Best Management Practices (BMPs) for water quality monitoring and data assessment. These activities will primarily be conducted through the work of professionals, and these professionals will be approved by Augusta Utilities Department prior to execution of MOU. Activities may include, but not be limited to:
  - a. Review of site(s) for water monitoring
  - b. Recommendations of preferential monitoring techniques determined by location
  - c. Troubleshooting data reporting and / or equipment failure
  - d. Coordination with technical support staff in the operation of equipment
  - e. Maintenance and replacement of equipment including site visits
  - f. Water sampling following standard methods or other agreed upon protocols
  - g. Statistical analysis of data time-series
  - h. Periodic attendance at professional workshops to discuss the data.

2. The **Phinizy Center** will provide Augusta with a quarterly update for each project task, using format approved by Augusta Utilities Department, for all personnel involved in this project as well as a brief summary of activities conducted. An annual report detailing data collected, and analyzed, along with key findings, shall be presented no later than March 1 of the following year.

3. Monthly invoices for hours expended, as well as any expenses or equipment required in the execution of this MOU shall be submitted as well as a brief description of the intended use as well as an itemized invoice for the item or service. These shall be submitted by the 25<sup>th</sup> of each month for processing by AUD.

3. Augusta shall contribute funds not to exceed the designated amount of \$35,000 per quarter for this MOU phase. The MOU will continue until funds are exhausted.

4. Upon completion of the activities funded by Augusta, material produced and equipment purchased under this MOU will become property of Augusta. However, with written permission from Augusta Utilities Department, the **Phinizy Center** has rights to use this material for their activities and scientific research purposes but must include Augusta personnel as designated collaborators and the following as proper identification of funding for the project:

*“The preparation of this report, map, document, project, etc., was financed in part through a cooperative agreement with Augusta, Georgia / Augusta Utilities Department.”*

Together with the month and year, the document was prepared and credit being given to the scientists and personnel involved in the project.

**DELIVERABLES:**

The **Phinizy Center** agrees to provide to Augusta Utilities Department any requested documentation required under this MOU.

**TIME:**

This MOU will remain in effect until the funding is exhausted, but not for a period of greater than 36 months unless otherwise amended.

**TERMINATION:**

Both parties may terminate this MOU at any time by giving of forty-five (45) days written notice of such termination. Upon receipt of such notice of termination, **Phinizy Center** shall

discontinue all work under this MOU. Data gathered and material produced will become property of Augusta.

**MISCELLANEOUS:**

1. This Memorandum of Understanding shall be controlled by and construed in accordance with the laws of the State of Georgia.

2. Any notice given under this Memorandum shall be deemed given when provided in writing to the following persons:

**TO AUGUSTA, GA:**

**AUGUSTA UTILITIES DEPARTMENT  
ATTN: DIRECTOR OF UTILITIES  
452 WALKER STREET, SUITE 200, AUGUSTA, GEORGIA 30901**

**TO: Phinizy Center:  
ATTENTION: \_\_\_\_\_  
Address**

This Memorandum of Understanding is the entire agreement between the parties, and may not be amended, except by a writing executed by both parties.

**APPROVED:  
Phinizy Center**

**AUGUSTA, GEORGIA**

**By: \_\_\_\_\_**

**By: \_\_\_\_\_**

**Date: \_\_\_\_\_**

**Date: \_\_\_\_\_**

**ATTEST: \_\_\_\_\_**

**ATTEST: \_\_\_\_\_**

**Date: \_\_\_\_\_**

**Date: \_\_\_\_\_**



**Engineering Services Committee**

Meeting Date: 06/23/2026

Approve 2026 funding to SREL for bird activity around the constructed wetlands

- Department:** Utilities
- Presenter:** Wes Byne
- Caption:** Approve 2026 Funding to SREL for bird activity around the constructed wetlands
- Background:** Savannah River Ecology Lab (SREL) conducts a project to document bird activity around the constructed wetlands at the JB Messerly WWTP. The bird activity counts are necessary to ensure that vegetation management efforts in the wetlands minimize the number of migratory birds that utilize the wetlands to roost. SREL has conducted this research for several years for AUD. During the last approval of the agreement, it was amended to allow for 3 additional years if funding was available. There was a miscommunication and 2025-2026 was omitted from funding. This agenda item restores funding until September 2026.
- Analysis:** This work is necessary to maintain the wetlands in their proper operating condition.
- Financial Impact:** \$110,000 from operating funds.
- Alternatives:** None are recommended.
- Recommendation:** Approve the agenda item as stated.
- Funds are available in the following accounts:** 506043310-5212115
- REVIEWED AND APPROVED BY:** fwb

AGREEMENT BETWEEN  
THE UNIVERSITY OF GEORGIA RESEARCH FOUNDATION, INC.  
SAVANNAH RIVER ECOLOGY LABORATORY  
AND  
AUGUSTA - RICHMOND COUNTY, GEORGIA

Effective, October 1, 2025, the University of Georgia Research Foundation, Inc., Savannah River Ecology Laboratory, hereinafter called the “University”, accepts from Augusta - Richmond County, a political subdivision of the state of Georgia through its Board of Commissioners, hereinafter called the “Sponsor”, a research grant, the conditions of which are as follows:

I. Objectives: There are six objectives of this research grant. **First**, the University will conduct ground-based surveys (via UGA vehicle) describing the abundance and distribution patterns of waterfowl (ducks, geese, and swans), wading birds (herons, egrets, ibises, wood storks), other waterbirds (American coots, grebes, gallinules, cormorants, anhingas, gull species), raptors, and avian species of special interest (bald eagles, ospreys) using man-made wetlands in the vicinity of Augusta Regional Airport at Bush Field, hereinafter called the “Airport”. Specifically, this includes only the nearby Messerly Wastewater Treatment Plant’s artificial wetlands comprised of twelve individual wetland cells. Surveys of the Merry Land and Investment Company’s Brickyard Ponds have been discontinued as of the 2017–2018 contract period. **Second**, the University will continue to conduct ground-based bird movement surveys at both the Airport and the adjacent artificial wetlands. These ground-based surveys are designed to provide time-and location-specific information regarding the daily patterns of movement, altitude, and behavior of flocking bird species such as blackbirds and larger-bodied bird species including waterfowl, wading birds, and birds of prey. **Third**, the University will continue to serve as a resource to Airport personnel by providing assistance for the purpose of identifying birds involved in collisions with aircraft at the Airport and otherwise consulting with Airport personnel on bird issues. **Fourth**, the University will continue to examine historical and updated bird strike data from the Airport to identify patterns that may be associated with the construction and operation of the artificial wetlands. **Fifth**, the University will conduct a once-per-week evening qualitative assessment of blackbird use of the wetlands during October – March to guide bird harassment efforts conducted by the Sponsor’s bird-harassment team. At the time of these assessments, University personnel will also provide assistance to the bird-harassment team members to refine their use of bird-harassment tools. **Sixth** and finally, the University will summarize the above data in a manner so as to provide Airport and Augusta Utilities Department officials useful information for identifying potential bird hazards in the vicinity of the Airport, guiding bird control efforts, and gauging the effectiveness of bird control measures over time.

II. Programs: The principal contractor/investigator, Travis L. DeVault, Savannah River Ecology Laboratory, will direct the programs. The contractor/investigator will be assisted by certain technical consultants. Commitments as to the extent of the obligations of this investigator

will be the responsibility of the investigator, within the scope of the work plans approved by the Sponsor. Work plans for accomplishing each of the objectives listed above are attached.

III. Funds: (a). For the work accomplished by the University during the grant period from October 1, 2025 – September 30, 2026 (12 months; total cost - \$108,353), the Sponsor will pay the University \$108,353 upon submission of periodic invoices and upon receipt of evidence approved by the Sponsor that the work programs are progressing. Budgets for the research programs are attached.

(b). If this research grant is terminated prior to the end of the grant period, payments by the Sponsor shall be provided based on the actual incurred and/or obligated expenditures as of the date of termination.

(c). Expenditures shall be made at the discretion of the principal investigator in conformity with the approved budgets and work plans and in relation to the fiscal policies of the University.

IV. Liability: To the extent provided by Georgia law, each party agrees to be responsible for any and all liability including claims, demands, losses, costs, damages, and expenses of every kind and description, or damages to persons or property, arising out of or in connection with, or occurring during the course of this contract, where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees, or agents of the party. The University assumes no responsibility for its interpretation of the data collected under these studies, with regard to aircraft accidents occurring as the result of bird strikes at the Airport.

V. Reports: The principal investigator will submit eight (8) copies of a final report to the Sponsor on November 1, in the year of the investigation's completion, covering all aspects of these investigations, in accordance with the conditions defined in the work plan agreed to by the University and the Sponsor. Interim presentations summarizing the results to date of the study, as described above, may be provided to the Sponsor if requested.

VI. Records: The University agrees to abide by the Office of Management and Budget 2 CFR 200 in regard to accounting for staff workloads.

VII. Publications: (a). The University shall have freedom of publication of the research conducted under this contract.

(b). All manuscripts written for publication will be a collaborative effort between the principal investigator and a designee of the Sponsor. In the event that no Sponsor collaborator is designated, the Sponsor will be provided two (2) courtesy copies of any manuscripts written by the principal investigator prior to publication.

(c). In the event that the Sponsor elects to provide data collected by the University under this research program to a third party for publication purposes, the principal investigator shall have the following options in regard to such publications: (1) The principal investigator and/or other University staff involved in the work may choose to be co-author(s) of the publication, with editorial privileges and/or (2) The principal investigator shall be allowed the option of having a disclaimer appear in the publication claiming no responsibility for the use and interpretation of data collected by the University.

VIII. Duration: (a). The period of performance shall be from October 1, 2025 – September 30, 2026.

(b). This research grant may be terminated at any time upon 30 days written notice by either party.

(c). The contract covering these research programs shall be renewable on an annual basis upon agreement of both the Sponsor and the University.

IX. Equal Opportunity Employment: During the performance of this contract, the University/Contractor agrees not to discriminate in its employment practices or subcontracts with regard to race, color, sex, age, religion, national origin or disability.

X. Inventions: Investigators/Contractors shall comply with the stipulations of P.L.96-517.

PRINCIPAL CONTRACTOR/INVESTIGATOR

BY: Travis L. DeVault DATE: 8-29-25  
Travis L. DeVault,  
Associate Director for Research (UGA, Savannah River Ecology Laboratory)

UNIVERSITY OF GEORGIA RESEARCH FOUNDATION, INC.

BY: James L. Garrett DATE: August 29, 2025  
James L. Garrett - Senior Grants Specialist  
for Dr. Christopher King,  
UGA Interim Vice President for Research

AUGUSTA - RICHMOND COUNTY

BY: Garnett L. Johnson DATE: 9/30/2025  
Garnett L. Johnson  
Mayor

*JD*



Attest: Lena J. Bonner  
Clerk of Commission

## **General Scope of Work for a Bird Study at Augusta Regional Airport at Bush Field and Messerly Wastewater Treatment Plant Constructed Wetlands Project**

While always endeavoring to effectively monitor bird populations that may or may not pose a hazard to air traffic operations, Savannah River Ecology Laboratory (SREL) will carry on with the decision to discontinue aerial bird surveys as of 2017–2018. This decision was based upon results from more than 600 previous aerial surveys (1998–2017) of these areas and other programmatic ground-based surveys, together indicating that distributions and movements of heavily-bodied birds such as geese, other waterfowl, and wading birds using these wetlands in the vicinity of Bush Field Airport have not posed a particular concern from the perspective of a potential aircraft-bird strike hazard. In the place of these aerial surveys, SREL will continue to broaden the program of ground-based counts (described below) at the Constructed Wetlands Project by counting these heavy-bodied bird species from a vehicle visiting each of the twelve Constructed Wetlands Project cells on a twice-monthly basis. If warranted, due to a perceived increase in the threat of aircraft strikes with such large-bodied birds, SREL may consider resuming a program of aerial surveys to include the Constructed Wetlands Project and Merry Land Brickyard Ponds in future contracts.

While replacing aerial surveys as described above, SREL also will continue ground-based bird movement surveys at both the airfield and the adjacent constructed wetlands. These ground-based surveys are designed to provide time- and location-specific information regarding the daily patterns of movement, altitude, and behavior of the larger-bodied bird species including waterfowl, wading birds, and birds of prey, as well as flocking blackbirds. This specific information will provide the type of detail that will allow airport management and flight controllers to continue to predict times, locations, and conditions of increased bird-strike hazard potential that would be of particular consequence to aircraft in the area. Furthermore, with the habitat alterations now being implemented at the artificial wetlands during fall/winter (i.e., airboat crushing of vegetation) and with active bird dispersal activities (e.g., pyrotechnics, or acoustics) now being used at the airfield and the artificial wetlands, these ground-based bird movement surveys have the further importance of helping to evaluate the effectiveness of these techniques and identifying any new problematic bird movement patterns that might be created by such bird disturbances.

This contract period will also include a series of qualitative assessments of blackbird use of the entire artificial wetlands and surrounding tree-line that will be used to guide the bird harassment activities conducted there. Particular areas within the wetlands harboring relatively large numbers of roosting blackbirds will be identified before, during, and after Augusta Utilities Department vegetation crushing by airboats. The results from these once-per-week assessments (conducted from October through March) will be communicated to the bird-harassment team so that optimizing adjustments can be made quickly to the bird harassment activities. These same evening visits to the wetlands will also be used as needed to meet with the Sponsor's bird-harassment team members to train and refine their use of all the tools they have to work with, including the Avian Dissuader laser and various pyrotechnic/launcher devices. These qualitative assessments will further be used in the decision-making process to determine if and when vegetation crushing by airboats will need to be carried out.

In addition to bird surveys described above, the SREL principal investigator and/or technical consultants supported under this contract will act as an avian information resource by providing professional consultation to the Sponsor's bird-harassment team and Bush Field Airport personnel with regard to bird issues, including help in identifying the remains and/or photographs of any birds involved in aircraft strikes in the vicinity of Bush Field or in the effective use/deployment of bird-harassment techniques (e.g., sound, lasers, pyrotechnics, etc.) that may be used.

In order to keep the cost of this work as low as possible, SREL will continue to provide an annual report to Augusta that include a comprehensive, yet simplified approach of summarizing the results primarily in tabular and graphical form (excluding detailed statistical analyses), with an accompanying Executive Summary explaining the meaning and importance of the data that have been collected. The SREL principal investigator and/or technical consultants will be available however to verbally discuss the findings with Augusta Utilities Department and Bush Field officials, including the Wildlife Control Specialist, as necessary. This approach will continue to be the most cost-effective in terms of directing a greater proportion of the overall budget to personnel who are involved directly with the collection and reporting of critical data.

Specific details for carrying-out the research programs of this study ([I] conducting ground-based bird-movement surveys, [II] conducting qualitative assessments of roosting blackbirds in the Constructed Wetlands Project with bird-harassment techniques refinement) are provided in the two individual scope of work plans that follow. Separate budgets for each of the two major study components are also provided.

## RESEARCH PROGRAM I:

### Scope of Work for Ground-Based Bird-Movement Surveys at the Augusta Regional Airport at Bush Field and the Constructed Wetlands Project

(12 months, beginning October 1, 2025)

Based on previous aerial surveys of bird abundance and distribution in wetlands near the Augusta Regional Airport at Bush Field, relatively large numbers of large-bodied aquatic birds are found in the area, particularly during the winter period when migratory waterfowl are most abundant. In addition to the many waterfowl found in the area, numerous wading birds, divers including cormorants and anhingas, blackbirds, gulls, and raptors including vultures are known to frequent the area as well. Wetlands near Bush Field harboring the majority of these birds include the Merry Land and Investment Company Brickyard Ponds and the Constructed Wetlands Project of the Messerly Wastewater Treatment Plant. Based on previous ground-based bird-movement surveys, extremely large numbers (in the millions) of migrant blackbirds may move through airspace in the vicinity of Bush Field and the Constructed Wetlands Project in the fall/winter period on a twice-daily basis. These blackbirds, in particular, have created an annual period of increased hazardous conditions to aircraft operating in the area.

SREL personnel will continue to collect ground-based bird data to determine daily behavior and movement patterns (i.e., timing, directions, altitudes) of birds moving through the airspaces of Bush Field and the Constructed Wetlands Project. Emphasis will be placed on documentation of movements of flocking bird species such as blackbirds and large-bodied bird species such as waterfowl that are most likely to produce serious consequences when involved in collisions with aircraft. In the absence of aerial surveys conducted in years prior to 2017–2018, SREL intends to continue to broaden the program of ground-based counts at the Constructed Wetlands Project by counting these heavy-bodied bird species from a vehicle by visiting each of the twelve Constructed Wetlands Project cells on a twice-monthly basis.

Bird movements will be documented from routinely-monitored ground stations at Bush Field and the Constructed Wetlands Project. Stations selected at Bush Field (3) and at the Constructed Wetlands Project (1) in December 2001 will continue to be used to ensure adequate coverage of the areas of interest. The daylight hours will be divided into four approximately equal time blocks: (1) 15 minutes before sunrise until 9:00AM, (2) 9:01AM until 12:00PM, (3) 12:01PM until 3:00PM, and (4) 3:01PM until 15 minutes after sunset (Eastern Standard Times; one hour added when Eastern Daylight Saving Time is in use). Emphasis will be placed on the time blocks coinciding with sunrise and sunset, because most bird movements occur during these times of the day. Observations will be made at two different stations within two different time blocks daily, for two days each week, for four weeks each month of the study. This methodology allows for all possible combinations of the four locations and the four time blocks to be chosen monthly in a randomized design. Observations will be made over a 2.5 hr period and will consist of four 30-minute observation bouts with a 10-minute lapse between each observation period. Observations will be initiated at the beginning of a time block with the exception of the last time block, which will be timed so that the final 30-minute observation bout ends approximately 15

minutes after sunset. During the observation bouts, observers will scan the 360° horizon with binoculars, attempting to collect data on as many flying birds as possible with no upper limit on distance from the observer. Short movements by birds (<100m) or movements by small passerine birds in flocks of less than 20 birds will not be recorded. Emphasis will be placed on movements of waterfowl (ducks and geese), wading birds (herons, egrets, ibises, wood storks), other large and/or flocking waterbirds (coots, cormorants, anhingas, gull spp., blackbird spp.), and raptors (hawks, kites, vultures, bald eagles, ospreys). During times of intense movements, observers will give priority to larger birds and larger flocks. Observations will be conducted regardless of weather conditions. In addition to meteorological data, the following data will also be recorded for each observation: time, species, actual or estimated number of individuals, approximate distance from the observer, approximate direction from observer, estimated altitude above land or water, approximate direction of bird movement, and flight behavior (e.g., level flight, soaring, landing, taking-off).

Data will be stored on a networked PC-workstation operating in a Microsoft-Windows environment. Upon project completion, all data will be provided to the Sponsor in a mutually agreeable database format (e.g., Microsoft Excel). For the purposes of electronic data storage and summarization, bird movement data from Bush Field and the Constructed Wetlands Project will be retained according to each of four observational stations. Data summaries will be performed using standard statistical software. Summaries will be made for each observation station and will be comprised of avian species movement patterns including timing and direction of flight, flight altitudes, and temporal (annual and seasonal) changes in bird movement patterns.

As a part of this Research Program, the SREL principal investigator and/or technical consultants will act as an avian information resource by providing professional consultation to Bush Field Airport personnel with regard to birdstrike issues, including help in identifying the remains and/or photographs of any birds involved in aircraft strikes in the vicinity of Bush Field or in the effective use/deployment of bird-harassment techniques (e.g., sound, lasers, pyrotechnics, etc.) that may be used.

## RESEARCH PROGRAM II:

### Scope of Work for Conducting Qualitative Assessments of Roosting Blackbirds in the Constructed Wetlands Project with Bird-Harassment Techniques Refinement

(6 months, beginning October 1, 2025)

Based on previous ground-based surveys of bird abundance and movements in and around the Constructed Wetlands Project of the Messerly Wastewater Treatment Plant (WTP) near the Augusta Regional Airport at Bush Field, blackbirds numbering into the millions have been shown to roost at night within and adjacent to the Constructed Wetlands where they use the standing vegetation of the wetland cells as a roosting substrate. This behavior is particularly notable in the fall/winter months (November–February) when migratory blackbirds frequent the area. Fall crushing of standing vegetation in the entire Constructed Wetlands was first used as a successful habitat alteration for dissuading use of the wetlands by roosting blackbirds in November and December 2008, and the process was continued again in 2009 through 2024, each time successfully removing the blackbird roost. This vegetation crushing will be carried out once again as early as mid-October in 2025 by contractors working for the Augusta Utilities Department. Although not necessary in past years, multiple airboat crushing events in the same fall/winter may be required to maintain the desired vegetation alteration and thus keep roosting blackbird numbers in check as the season progresses, so insight as to whether/when vegetation re-crushing is needed will be valuable. In addition to altering habitat as a bird deterrent, the WTP operator prior to December 31, 2009, Operations Management International (OMI), Inc., first assembled a bird-harassment team in late 2008 to begin actively engaging the roosting blackbirds with the aid of propane cannons and other pyrotechnic/acoustic devices. Since January 1, 2010, operations of the WTP have been assumed by Environmental Services Group (ESG), Inc. and they have provided a bird-harassment team to continue the bird abatement program. As in 2009 through 2024, and with a continued desire to develop the activities of the bird-harassment team, SREL personnel will again make qualitative assessments of numbers of roosting blackbirds in the fall/winter of 2025–26 at all wetland cells and the surrounding tree-line that will be used to guide and coordinate the activities of the bird-harassment team. These same qualitative assessments will further be used in the decision-making process to determine whether/when vegetation re-crushing by airboats will need to be carried out. Additionally, SREL personnel will work with the bird-harassment team as needed to increase basic bird knowledge and provide further training and refinement in their use of bird-harassment tools.

During this contract period, once-per-week visits to the Constructed Wetlands will be made from October through March. Since blackbirds roosting in the wetland cells arrive in the evening and depart at dawn, the assessments will concentrate on the evening arrival period. Observations will be conducted from 30 minutes before sunset until 30 minutes after sunset (Eastern Standard Times). Each evening while at the Constructed Wetlands, SREL personnel will qualitatively examine blackbird use of all wetland cells and the surrounding tree-line while traversing the site in a vehicle, noting areas of high-density bird-use and prioritizing areas for the concentration of bird harassment activities. SREL personnel will communicate the findings of these assessments within 24-hours to designated ESG and/or Augusta Utilities Department

personnel via e-mail (primary) or voice communication (secondary). SREL personnel will also assemble the communications/assessments made over the course of a 6-month period (October 2025-March 2026) into a text record (pdf file) for inclusion with annual final report documents. SREL personnel will also coordinate to meet with bird-harassment team members while at the Constructed Wetlands as needed for the purpose of general consultation on matters related to wetlands and birds, improving basic knowledge of bird identification/behavior, and providing training/refinement in the use of such devices as the Avian Dissuader laser, propane cannons, and various pyrotechnic/launcher devices.

Under this agreement, SREL personnel will only be responsible for conducting the assessments of bird use of the artificial wetlands and offering refinement of bird-harassment techniques associated with this scope of work. SREL will not assume responsibility for conducting the vegetation crushing or any other type of vegetation alteration. Costs and logistics for conducting the vegetation alteration and costs associated with bird-scaring devices and the actual bird harassment will be the responsibility of the Sponsor.

**RESEARCH PROGRAM I:**

**Budget for Ground-Based Bird-Movement  
Surveys at the Augusta Regional Airport at Bush Field  
and the Constructed Wetlands Project**

(12 months, beginning October 1, 2025)

*Personnel costs, including benefits*

T. L. DeVault (PI; Assoc. Dir. Research, 10% FTE)	
Salary: \$12,075 Benefits @ 23%: \$2,777	\$14,852
M. Strassburg (Research Technician, 70% FTE)	
Salary: \$28,865 Benefits @ 51%: \$14,721	\$43,586

*UGA Vehicle expenses (NOT TRAVEL)* \$ 3,500

**RESEARCH PROGRAM I DIRECT COSTS \$61,938**

**UGA/SREL INDIRECT COSTS (@ 35%) \$21,678**

**RESEARCH PROGRAM I: TOTAL \$83,616**

**RESEARCH PROGRAM II:**

**Budget for Conducting Qualitative Assessments  
of Roosting Blackbirds in the Constructed Wetlands Project  
with Bird-Harassment Techniques Refinement**

(6 months, beginning October 1, 2025)

*Personnel costs, including benefits*

T. L. DeVault (PI; Assoc. Dir. Research, 7% FTE)	
Salary: \$8,453 Benefits @ 23%: \$1,944	\$ 10,397
M. Strassburg (Research Technician, 10% FTE)	
Salary: \$4,124 Benefits @ 51%: \$2,103	\$ 6,227

*UGA Vehicle expenses (NOT TRAVEL)* \$ 1,500

*Expendable supplies* \$ 200

**RESEARCH PROGRAM II DIRECT COSTS \$ 18,324**

**UGA/SREL INDIRECT COSTS (@ 35%) \$ 6,413**

**RESEARCH PROGRAM II: TOTAL \$ 24,737**

**RESEARCH PROGRAM I: TOTAL (from page 10) \$ 83,616**

**GRAND TOTAL: \$ 108,353**

Prepared by: Travis L. DeVault  
The University of Georgia  
Savannah River Ecology Laboratory  
P.O. Drawer E, Aiken, SC 29802

Office: (803) 725-5679  
Cell: (419) 602-4102  
travis.devault@uga.edu



## Engineering Services Committee Meeting

Meeting Date: June 23, 2026

Downtown Parking Management Path Forward

<b>Department:</b>	Administration
<b>Presenter:</b>	Tameka Allen, Administrator
<b>Caption:</b>	Motion to approve (a) staff to initiate procurement of a parking management firm for the downtown area and (b) the Law Department to draft related updates to the Code of Ordinances regarding parking.
<b>Background:</b>	On March 31, 2026, the Augusta Commission directed staff to begin identifying a parking management solution for the downtown corridor. The Administrator has since met with relevant staff and stakeholders to review previous plans and identify a new path forward. The next step is to conduct a Request for Qualifications process for a firm that can develop, implement, and manage a parking management system for downtown Augusta.
<b>Analysis:</b>	The selected firm would collaborate with staff and stakeholders to finalize a parking program for Commission approval. Implementation of parking management would also require ordinance changes, which the Law Department will review simultaneously.
<b>Financial Impact:</b>	None at this time. Financial impacts of the recommended parking program will be identified during plan development.
<b>Alternatives:</b>	Do not move forward with planning for managed parking in the downtown area.
<b>Recommendation:</b>	Motion to approve (a) staff to initiate procurement of a parking management firm for the downtown area and (b) the Law Department to draft related updates to the Code of Ordinances regarding parking.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



**Engineering Services Committee**

Meeting Date: 6/23/2026

#8 RWPS Diesel Engine Check Valve

- Department:** 4416- Utilities
- Presenter:** Wes Byne
- Caption:** Approve Emergency Procurement of #8 RWPS Diesel Check valve in the amount of \$27,186.15
- Background:** We have procured additional diesel backup engines for the RWPS. The diesel for bay 8 will be installed over the next few weeks, allowing AUD to remove the rental bypass pumps, but a new check valve is required for pump operation.
- Analysis:** **“This is an emergency request, and a PO was requested due to the time sensitiveness of the repair. Therefore, this agenda is for your information only”.**
- Financial Impact:** This is a cost of \$27,186.15 for the purchase of a 24" check Valve
- Alternatives:** No alternative is proposed.
- Recommendation:** Recommendation is to approve the Emergency Purchase of a 24" check valve from Eco-Tech Inc
- Funds are available in the following accounts:** 506-04-3580-5425110
- REVIEWED AND APPROVED BY:** N/A

## Nancy M. Williams

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**From:** Andy Penick  
**Sent:** Monday, June 15, 2026 2:24 PM  
**To:** Tess T. Thompson; Nancy M. Williams  
**Cc:** Stephen Orton; Wes Byne  
**Subject:** RE: Emergency Requisition for Eco-Tech

Ms. Thompson, this is approved, please proceed as needed.

Thank you!

### Andy Penick, CPSM, GCPM, GCPA, MBA

Director of Procurement  
 Augusta, Georgia Government  
 535 Telfair Street, Suite 605, Augusta, GA 30901  
 Office: (706) 821-4820 | Mobile: (762) 383-9357  
 Email [apenick@augustaga.gov](mailto:apenick@augustaga.gov) | [www.augustaga.gov](http://www.augustaga.gov)

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**From:** Tess T. Thompson <TThompson@augustaga.gov>  
**Sent:** Monday, June 15, 2026 2:09 PM  
**To:** Andy Penick <apenick@augustaga.gov>; Nancy M. Williams <NWilliams@augustaga.gov>  
**Cc:** Stephen Orton <SOrton@augustaga.gov>; Wes Byne <WByne@augustaga.gov>  
**Subject:** Emergency Requisition for Eco-Tech  
**Importance:** High

Hello, Andy/Nancy!

Please approve the attached emergency requisition for a purchase order.

The agenda was submitted this morning (see attached letter of submission).

As indicated in justification:” the valve is a critical component for this repair and due to operational risks associated with a failure of this component, this was requested on an emergency basis”.

The budget is available from 506043580-5425110.

Let us know if you may need any additional information to process.


Thank you for your kind assistance.

*Tess Thompson, MSA*

Finance Manager  
 Utilities Department

Augusta, GA 30901  
Tel . No. 706-312-4147  
Fax No. 706-312-4123  
[ttompson@augustaga.gov](mailto:ttompson@augustaga.gov)



“For I know the plans I have for you.”   
declares the Lord, “plans to prosper you and not to harm you  
plans to give you hope and a future!”-Jeremiah 29:11

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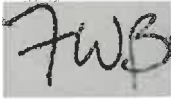
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AED:104.1



## UTILITIES DEPARTMENT

**Wes Byne, P.E.**  
**Director**

**TO:** Andy Penick, Director, Procurement Department

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

**FROM:** Stephen Orton P.E.

**CC:**

**DATE:** 6/5/2026

**SUBJECT:** JUSTIFICATION FOR EMERGENCY REQUESTS

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The check valve for the #8 Diesel Pump is a critical component required to ensure the reliable operation of the pump during emergency and backup water production events. The #8 Diesel Pump serves as a backup source to the hydro pumps that draw raw water from the canal and is essential for maintaining raw water production during canal outages or other emergency situations.

Failure of the check valve could prevent the pump from operating properly, allow reverse flow conditions, and compromise the system's ability to provide backup raw water capacity when needed. If the canal is out of service for an extended period, the loss of the #8 Diesel Pump would significantly reduce our emergency pumping capabilities and could require the rental of temporary bypass pumping equipment at substantial cost.

The immediate purchase and replacement of the check valve is necessary to maintain system reliability, protect critical pumping infrastructure, and ensure the utility's ability to provide uninterrupted raw water production during emergency conditions. Due to the operational risks associated with a failure of this component, this purchase is requested on an emergency basis.



**ECO-TECH**

Item 5.

QUOTATION		
DATE	NUMBER	PAGE
4/8/2026	0005630	1 of 1

B ARC007  
 I AUGUSTA RICHMOND COUNTY  
 L 535 TELFAIR ST  
 L MUNICIPAL BLDG STE 800  
 T AUGUSTA, GA 30901  
 O US

S AUGUSTA RICHMOND COUNTY  
 H 2822 CENTRAL AVE  
 I AUGUSTA, GA 30904  
 P US  
 T  
 O

Accepted By: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 PO#: \_\_\_\_\_  
 Ship To: \_\_\_\_\_

ATTENTION: 706-836-7283 APINVOICES@AUGUSTAGA.GOV  
 STEPHEN ORTON

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

TERMS: NET 30

CUSTOMER REF/PO#	JOB TITLE	SLP	SHIPPING TYPE
STEPHEN ORTON	CHECK VALVE	KAH/CSN	BEST WAY PP&ADD

QTY	PART	DESCRIPTION	UNIT PRICE	EXTENDED
1	6754711	CVS,24,6000D,F1,DI,DI-S2-S2-NB STYLE: CVS - SWING CHECK VALVE (CVS) SIZE: 24 - 24 INCH (600MM) BODY STYLE: 6000D - SERIES 6000D SWING CHECK VALVE END CONNECTION: F1 - FLANGED DRILLING; ASME CLASS 150 BODY MATERIAL: DI - DUCTILE IRON DISC MATERIAL: DI - DUCTILE IRON SHAFT MATERIAL: S2 - 316 STAINLESS STEEL BODY SEAT MATERIAL: S2 - 316 STAINLESS STEEL DISC SEAT MATERIAL: NBR - ACRYLONITRILE-BUTADIENE (NBR) COATING: S30SC0 - 8 MILS MINIMUM OF BLUE DEZURIK EPOXY ON INTERIOR AND EXTERIOR WITH STANDARD (SP10) SURFACE PREP ACTUATOR: AC - AIR CUSHION SIDE MOUNTED CYLINDER WEIGHT (APPROX): 0 LBS/ 0 KGS MAX TEMPERATURE: 180 DEGREES F.  LEAD TIME 18 - 20 WEEKS	\$26,686.15	\$26,686.15
1	FREIGHT	FREIGHT CHARGES FREIGHT IS AN ESTIMATE, WILL BE BILLED AT ACTUAL COST	\$500.00	\$500.00

REFERENCE QUOTE NUMBER ON PURCHASE ORDER

This Quotation is subject to and incorporates by reference (i) the Master Terms and Conditions of Sale available at <a href="http://www.eco-tech.net/Master-TCs">www.eco-tech.net/Master-TCs</a> , and (ii) the Supplemental Seller T&Cs available at <a href="http://www.eco-tech.net/Supplemental-Seller-TCs">www.eco-tech.net/Supplemental-Seller-TCs</a> .  <b>QUOTE VALID FOR 30 DAYS. CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3% CHARGE. NO TAXES OF ANY KIND ARE INCLUDED IN THIS PROPOSAL</b>	<b>SUBTOTAL:</b>	<b>\$27,186.15</b>
	<b>TAX:</b>	
	<b>TOTAL:</b>	<b>\$27,186.15</b>

156 Hickory Springs Industrial Dr., Canton, GA 30115 - Phone: 770-345-2118

[www.Eco-Tech.net](http://www.Eco-Tech.net)

**AUGUSTA UTILITIES DEPARTMENT  
IN-HOUSE REQUISITION**

CHECK ALL THAT APPLY:

- DATE: 6/5/2026
- DIVISION Facilities Maintenance
- FUND #: 506043580 5425110
- SHIP TO:
- 2822 Central ave. Augusta, Ga 30901
- QUOTED BY: Keith Higgs
- REQUISITION #
- WATER     EQUIPMENT     CHEMICAL     LAB     IT     ROUTINE  
 SEWER     TOOLS     GASES     UNIFORM     SCADA     EMERGENCY  
 SUPPLIES     SAFETY     REPAIR     LIFT STATION     INVENTORY     SOLE SOURCE  
 SERVICE     OFFICE     MAINTENANCE     OTHER     BID ITEM     PREFER ITEM

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	24 Inch Check Valve	1	26,686.15	26,686.15		0.00		0.00
2.				0.00		0.00		0.00
3.				0.00		0.00		0.00
4.				0.00		0.00		0.00
5.				0.00		0.00		0.00
6.				0.00		0.00		0.00
7.				0.00		0.00		0.00
8.				0.00		0.00		0.00
9.				0.00		0.00		0.00
10.				0.00		0.00		0.00
11.				0.00		0.00		0.00
12.				0.00		0.00		0.00
13.				0.00		0.00		0.00
14.				0.00		0.00		0.00
SHIPPING CHARGES			500.00	500.00		0.00		0.00
TOTAL				27,186.15		0.00		0.00

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

24 inch check valve and air cushion assembly For #8 Diesel pump

REQUESTED BY: Steve Craton

APPROVED BY: Bobby Robinson

*Frank W Byne*



**Engineering Services Committee Meeting**

June 23, 2026

Minutes

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Motion to approve the minutes of the June 9, 2026 Engineering Services Committee Meeting.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



**ENGINEERING SERVICES COMMITTEE MINUTES**

Commission Chamber  
Tuesday, June 09, 2026  
1:20 PM

**PRESENT:**

- Commissioner D. Clark, Vice Chair**
- Commissioner J. Johnson, Member**
- Commissioner W. Guilfoyle, Member**
- Commissioner L. Wimberly, Member**
- Commissioner Pulliam**
- Commissioner Scott**
- Commissioner Rice**

1. Granite Hill Section 4, Phase 4 Water and Sanitary Sewer Dedication Documents

**Motion to approve**

**Motion made by Guilfoyle and seconded by Wimberly  
Motion carried 4-0**

2. Informational Update – AUD Metering Upgrade Program

**Received as information without objection.**

3. Authorize the acquisition of a Right of Way and Permanent Easement involving property located on Prospect Street (Parcel 194-1-001-000) for the Willis Foreman Road Improvement project

**Motion to approve**

**Motion made by Guilfoyle and seconded by Wimberly  
Motion carried 4-0**

4. Motion to **approve** Emergency Re-manufacture of the High-Speed Pinion Gear for #4 Raw Water Pump Gear Box, to Dxp Enterprises, Inc. in the amount of \$27,406.76

**Motion to approve**

**Motion made by Guilfoyle and seconded by Wimberly  
Motion carried 4-0**

5. Motion to **authorize** condemnation to acquire a portion of property in fee simple (Parcels 044-1-051-00-0 and 044-1-053-00-0) 2607 Central Avenue and 1431 Monte Sano Avenue

**Motion to approve**

**Motion made by Johnson and seconded by Guilfoyle  
Motion carried 4-0**

6. Motion to **authorize** condemnation to acquire a temporary construction easement (Parcel 061-3-122-00-0) 1307 Solomon Place

**Motion to approve**

**Motion made by Johnson and seconded by Guilfoyle  
Motion carried 4-0**

7. Motion to **approve** the abandonment of the northern section of Montgomery Street up to where it intersects Fitten Street as shown on the attached plat as Tract “D” and consisting of approximately .07 acre, because it has ceased to be used by the public to the extent that no substantial public purpose is served by it and that its removed from the county road system is otherwise in the best public interest. The Commission authorizes the Mayor to sign all necessary documents for the abandonment of the property that will be appraised and quit-claimed to the appropriate party(ies).

**Motion to approve**

**Motion made by Guilfoyle and seconded by Wimberly  
Motion carried 4-0**

8. Motion to **approve** the minutes of May 26, 2026 Engineering Services Committee Meeting.

**Motion to approve**

**Motion made by Guilfoyle and seconded by Wimberly  
Motion carried 4-0**

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