



COMMISSION MEETING AGENDA

Commission Chamber

Tuesday, October 01, 2024

2:00 PM

INVOCATION

Reverend Dr. Curtis L. West, Sr., Presiding Elder, Augusta Sparta District CMEC

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

RECOGNITION(S)

- A.** **Mr. John West**, Community Development Division Director, Georgia Department of Community Affairs regarding the selection of the City of Augusta-Richmond County as a PlanFirst Community for the 2025-2027 designation period.

DELEGATION(S)

- B.** **Ms. Naomi A. Goolsby** regarding, 902 James Brown; Veterans Cemetery; Mayor's daily budget; City Administrator and Sunday Liquor Sales.

CONSENT AGENDA

(Item 1)

PETITIONS AND COMMUNICATIONS

- 1.** Motion to **approve** the minutes of the regular meeting held September 17, 2024 and Special Called Meetings held September 24, 2024.

*****END CONSENT AGENDA*****

AUGUSTA COMMISSION

**AUGUSTA COMMISSION
REGULAR AGENDA**

(Items 2-35)

PUBLIC SERVICES

- 2.** **A.N. 24-44 – Existing Location, New Ownership: Consumption on Premises Liquor, Beer and Wine with Sunday Sales and Dance, Rudolph Gosyne** applicant, located at 15 Eighth Street. District 1, Super District 9

3. **A.N. 24-45 - New Location: Requesting Retail Package Beer and Wine, Vishal Doshi Applicant for Fortune Lottery** located at 2901 Mike Padgett Highway. District 6, Super District 10
4. **A.N. 24-46 - New Location: Requesting Retail Package Beer and Wine, Karthik Allati** applicant - D/B/A Lotto Market located at 2762 Tobacco Road. District 4, Super District 9
5. **A.N. 24-47 – Existing Location, New Ownership: Requesting Retail Package for Beer and Wine, Vijeshkumar Patel** Applicant for **Keshav 3341, LLC D/B/A Super Express #5.** located at 3341 Deans Bridge Road. District 5, Super District 9
6. **A.N. 24-48 – Existing Location, New Ownership: Requesting Retail Package for Beer and Wine, Hemang Bhavsar** Applicant for **P and D Bhavsar3, LLC.** located at 1649 Olive Road. District 1, Super District 9
7. **A.N. 24-41 – Existing Location, New Ownership: Retail Package for Beer and Wine, Sarita Gammage** Applicant for **Prabish Foodmart1, Inc. DBA Prabish Food Mart** located at 1675 Olive Road. District 1, Super District 9 (**Referred from September 17 Commission meeting**)
8. Motion to approve amending the ordinance to allow for single event business licenses in the amount of \$50.00 per vendor one time per calendar year.
9. Motion to approve the plaque design for the Henry H. Brigham Community Center.
10. Motion to accept a grant from the Georgia Recreation and Park Association for the execution of the "Coaching Boys into Men" program.
11. Motion to **approve Change Order #2** to Independence Excavating's Contract, for a total increase of **\$784,592.00**. Approved by Augusta Aviation Commission on August 29, 2024.
12. Motion to **approve** exercising the one (1) year contract renewal option of the Mass Media Marketing, LTD (M3), three (3) year contract. Approved by Augusta Aviation Commission on August 29,2024. (RFP 24-172C)
13. Motion to **approve** construction contract with C.W. Matthews in the amount of **\$8,128,445.19** for the Taxiway F reconstruction project. Approved by Augusta Aviation Commission on August 29,2024. (ITB 24-203)
14. Motion to **approve** instructing the Planning and Development Department to review and offer amendments to the Historic Preservation Ordinance, Bylaws and Guidelines as it pertains to appeals. (**Requested by Commissioner Sean Frantom - referred from September 17 Commission meeting**)
15. A motion to renew the Sec. 5311 Rural Transit grant application between the Georgia Department of Transportation (GDOT) and Augusta, Georgia for July 1, 2025, to June 30, 2026.
16. Update on Plan Review Readers for the Augusta Planning Department. (**Requested by Commissioner Wayne Guilfoyle**)

ADMINISTRATIVE SERVICES

17. Receive as information the emergency request for MRI (moisture-related issues) remediation at the Charles B. Webster Detention Center in the amount of \$237,328.00 by ACC Restoration, LLC.

18. Motion to approve the purchase of one Dodge Police Charger at a total cost of \$35,813 from Thomson Motor Center for the Richmond County Marshals Office.
19. Motion to approve utilizing state contract (#SWC 99999-SPD-ES40199373-002) for the purchase of one 2025 Ford PHEV Escape, at a total cost of \$44,224 from Allan Vigil Ford for the Procurement Department.
20. Motion to approve Housing and Community Development Department's (HCD's) MOU between HCD and McKie Hayes Enterprise for the identification/development of up to ten (10) lots for affordable/workforce single-family housing new construction within the various areas of Augusta, GA.
21. Receive as information the emergency request for the repairs of the door frames in various pods located at the Charles B. Webster Detention Center in the amount of \$28,496.00 by CGL Company.
22. Motion to approve the award of bid #24-223, Central Services Construction Shop – Roof Replacement in the amount of \$51,111.00 to be performed by Hixon Roofing & Construction, LLC.
23. Motion to **approve \$35,142.43** for salary adjustments for selected AGS Aircraft Rescue and Firefighting (ARFF) personnel. Approved by Augusta Aviation Commission on August 29,2024.
24. Discussion to **move** Code Enforcement under the Marshal's Office effective January 1, 2025.

ENGINEERING SERVICES

25. Presentation by Pastor Melvin Ivey regarding stormwater drainage problem in the 1900 block of Ellis Street.
26. Presentation by Ms. Lashawndra Robinson regarding city storm water drain maintenance negligence.
27. Approve the purchase through a sole source procurement for the RTC Flashing Beacon Coordination System for the TIA Intelligent Transportation System project. Approve funds in the amount of \$128,610./AE
28. Approve the deed of dedications, maintenance agreements, and road resolutions submitted by the Engineering Department and the Augusta Utilities Department for Southampton, Section Eleven. AE
29. Approve the purchase through contract of network and internet enabled equipment for the Augusta Landfill. Approve funds in the amount of \$296,388.67./ AE (RFQ #24-197C)

FINANCE

30. **Approve** the reinstatements of the 2024 1% budget reduction from the Richmond County Health Department in the amount of **\$9,990** to assist in offsetting maintenance/repair costs. None of the funds can be used for these activities per Georgia Code; **2).**Richmond County Mosquito Control Program 1% reduction in the amount of **\$4,850** will help to minimize the impact of the program's higher fuel prices, vehicle maintenance, and chemicals costs.
31. Revised Purchasing and Credit Card Policy Discussion.
32. Approve a \$910,530 budget increase for a work in progress Federal/State Grant with a TIA local match

33. Public Defender Salary Proposal

PUBLIC SAFETY

34. Motion to **approve** the purchase of two (2) Saber custom fire pumper through the League of Oregon Cities (LOC) and the NPPGov Cooperative Contract.

LEGAL MEETING

A. Pending and Potential Litigation

B. Real Estate

C. Personnel

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



Commission Meeting

October 1, 2024

PlanFirst Community

Department:	N/A
Presenter:	N/A
Caption:	Mr. John West , Community Development Division Director, Georgia Department of Community Affairs regarding the selection of the City of Augusta-Richmond County as a PlanFirst Community for the 2025-2027 designation period.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

October 1, 2024

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Ms. Naomi A. Goolsby regarding, 902 James Brown; Veterans Cemetery; Mayor's daily budget; City Administrator and Sunday Liquor Sales.
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	Oct 1, 2024
<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: Naomi A. Goolsby

Address: 825 Spruce St

Telephone Number: (216) 284-7382

Fax Number: _____

E-Mail Address: naigools@yahoo.com

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

902 James Brown

Veteran Cemetery

Mayor daily budget

City Administrator

Sunday Liquor Sales

Please send this request form to the following address:

Ms. Lena J. Bonner	Telephone Number: 706-821-1820
Clerk of Commission	Fax Number: 706-821-1838
Suite 220 Municipal Building	E-Mail Address: nmorawski@augustaga.gov
535 Telfair Street	
Augusta, GA 30901	

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

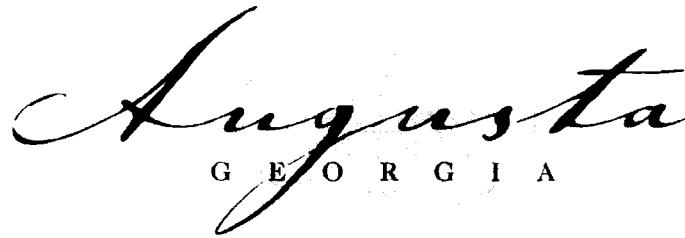


Commission Meeting

October 1, 2024

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the regular meeting held September 17, 2024 and Special Called Meeting held September 24, 2024.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



COMMISSION MEETING MINUTES

Commission Chamber

Tuesday, September 17, 2024

2:00 PM

PRESENT

- Mayor Garnett Johnson
- Commissioner Brandon Garrett
- Commissioner Jordan Johnson
- Commissioner Alvin Mason
- Commissioner Francine Scott
- Commissioner Catherine Smith-McKnight
- Commissioner Stacy Pulliam
- Commissioner Tony Lewis
- Commissioner Wayne Guilfoyle

ABSENT

- Commissioner Bobby Williams
- Commissioner Sean Frantom

INVOCATION

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

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

RECOGNITION(S)

- A. Congratulations!** 2024 August Years of Service (YOS) 25–50-year recipients.

Presentations were made to the 2024 August Years of Service recipients.

DELEGATION(S)

- B. Messrs. Bob Young and Don Clark** regarding final report on State Veterans Cemetery Augusta.

Presentations were made by Mr. Young and Mr. Clark.

- C. Ms. Janet M. Small** regarding the lack of an Electric Utility Company's Service Center in Augusta and the price of apartment rentals.

Presentation was made by Ms. Small.

- D. Ms. Jo A. Nash-Conner** to discuss the issues surrounding the Marina where I live.

Presentation was made by Ms. Nash-Conner.

CONSENT AGENDA

(Items 1-17)

PLANNING

- 1. Z-24-31** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Reid Forzley requesting a **rezoning** from **Zone P-1 (Professional/Office)** to **Zone R-1C (One-family Residential)** affecting property containing approximately 0.17 acre located at **803 Metcalf Street**. Tax Map #035-3-357-00-0 **DISTRICT 3**

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Johnson, Garrett, Johnson, Mason, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

- 2. SE-24-13** – A request for concurrence with the Augusta Planning Commission to **DENY** a petition by Sid Hone on behalf of Greater Apostolic Temple, requesting a special exception to construct a church parking lot affecting properties containing approximately 1.18 acres located at **3002, 3004, and 3006 Green Forest Drive**. Zoned R-1C. Tax Map #118-0-242-00-0, 118-0-243-00-0 and 118-0-244-00-0. **DISTRICT 5**

Motion to refer this item back to the Planning Commission and ask the petitioner to meet with the community to address the concerns they have and to include the Traffic Engineering and Utilities Departments in the discussion.

Motion made by Scott, Seconded by Johnson.

Voting Yea: Johnson, Garrett, Johnson, Mason, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

- 3. SE-24-14** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Widespread Properties on behalf of Dennis Rich requesting a special exception to construct one-family detached and attached dwellings affecting property containing approximately 60.99 acres located at **2359 Old McDuffie Road**. Zoned R-1A. Tax Map #083-0-107-03-0. **DISTRICT 5**

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Johnson, Garrett, Johnson, Mason, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

ENGINEERING SERVICES

- 4.** Motion to **approve** adding additional funding to the Memorandum of Understanding (MOU) with the Phinizy Center for Water Sciences to pay for continued services at a cost of \$30,000 quarterly, ratify funding for quarters 1 and 2 2024, and to allow extension of the MOU in 2025 as funds are available. **(Approved by Engineering Services Committee September 10, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Johnson, Garrett, Johnson, Mason, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

5. Motion to **approve** emergency procured rental equipment (Horizontal Grinder) at “Rent-to-Lease” terms from Vermeer Southeast Sales & Services, Inc. for continuity of Environmental Services Waste Intake Operation and keep Solid Waste Facility in compliance with its regulatory permit Operation & Maintenance requirements. Rent is on monthly basis and lease term is forty-eight (48) months. Monthly rent and lease amount is \$48,000 and \$13,517.25, respectively. **AE (Approved by Engineering Services Committee September 10, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Johnson, Garrett, Johnson, Mason, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

6. Motion to **approve** Supplementing Construction Contract of Sediment Dredging and Disposal Construction Services to Waterfront Property Services, LLC Waterfront Property Services, LLC dba Gator for continuation of sediments dredging and including Turknett Spring Sediment Basin area. Also approve supplemental funding in the amount of \$644,000.00 for Turknett Spring Sediment Basin dredging activities. **AE/ RFP 20-224 (Approved by Engineering Services Committee September 10, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Johnson, Garrett, Johnson, Mason, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

7. Motion to **approve** the continued funding of the current On-Call Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation (CMT Geotech) Services contract in the amount of \$61,580 for James Brown (Twiggs to Laney Walker) Phase III Improvements Project. MEG assigned to James Brown Phase III construction. **AE/ RFP 19-179 (Approved by Engineering Services Committee September 10, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Johnson, Garrett, Johnson, Mason, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

8. Motion to **approve** supplemental funding (SA2) for continued roadway pavement assessment & asset Inventory data verification and analysis to Infrastructure Management Services (IMS) in the amount of \$189,000.00 for Augusta Roadway Infrastructure Pavement System Assessment and Preventive Maintenance Solutions Professional Services Agreement. **AE/ RFQ 21-242 (Approved by Engineering Services Committee September 10, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Johnson, Garrett, Johnson, Mason, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

9. Motion to **approve** the deed of dedications, maintenance agreements, and road resolutions submitted by the Engineering Department and the Augusta Utilities Department for Hearthstone Commons. **(Approved by Engineering Services Committee September 10, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Johnson, Garrett, Johnson, Mason, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

10. Motion to **approve** the purchase through a sole source procurement for the replacement of Richmond County's Rhythm In-Sync Adaptive Signal Timing System for next phase of the TIA Intelligent Transportation System project. Approve funds in the amount of \$567,574.92. Requested by the Augusta Engineering & Solid Waste Department. **(Approved by Engineering Services Committee September 10, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Johnson, Garrett, Johnson, Mason, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

11. Motion to **approve** the sole source purchase of 2 – Verderflex Hose Pumps in the Amount of \$27,410.00 from J.H. Wright & Associates. **(Approved by Engineering Services Committee September 10, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Johnson, Garrett, Johnson, Mason, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

12. Motion to **approve** beginning the process to procure the traffic control chain curtain device as displayed by the Traffic Engineer and to reopen Olive Road immediately. **(Approved by Engineering Services Committee September 10, 2024)**

Motion to approve.

Motion made by Mason, Seconded by Smith-McKnight.

Voting Yea: Johnson, Garrett, Johnson, Mason, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

PUBLIC SAFETY

- 13. Motion to **approve** Reinstatement of 1% to Animal Services Budget. **(Approved by Public Safety Committee September 10, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Johnson, Garrett, Johnson, Mason, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

- 14. Motion to **accept** two grant awards from Discretionary Community Project Grants- Office of Justice. RCSO Body Worn Camera program Awarded: **\$690,000.00**; RCSO Crisis Intervention Team (CIT) Initiative Awarded: \$317,000.00 **(Approved by Public Safety Committee September 10, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Johnson, Garrett, Johnson, Mason, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

- 15. Motion to **approve** Inmate Telephone Contract Addendum E. **(Approved by Public Safety Committee September 10, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Johnson, Garrett, Johnson, Mason, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

- 16. Motion to **approve** the purchase of Latent workstation for the Richmond County Sheriff's Office via Sole Source Procurement. **(Approved by Public Safety Committee September 10, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Johnson, Garrett, Johnson, Mason, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

PETITIONS AND COMMUNICATIONS

- 17. Motion to **approve** the minutes of the Regular Commission Meeting held September 3, 2024 and Special Called Meeting held September 10, 2024.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Johnson, Garrett, Johnson, Mason, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

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

AUGUSTA COMMISSION
REGULAR AGENDA

(Items 18-33)

PUBLIC SERVICES

- 18. A.N. 24-40 - New Location: Ricky Patel for Siya Ram Investments GA, LLC, BDA Sparks by Hilton requesting Beer and Wine consumption on premises with Sunday Sales located at 1050 Claussen Road. District 7, Super District 10 (Lack committee quorum)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Garrett.

Voting Yea: Johnson, Garrett, Johnson, Mason, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

- 19. A.N. 24-41 – Existing Location, New Ownership: Retail Package for Beer and Wine, Sarita Gammage Applicant for Prabish Foodmart1, Inc. DBA Prabish Food Mart located at 1675 Olive Road. District 1, Super District 9 (Lack meeting quorum)**

Motion to approve.

Motion made by Mason, Seconded by Scott

No action was taken on this motion due to the passage of the substitute motion.

Substitute motion to refer this item back to the Public Services Committee.

Motion made by J. Johnson, Seconded by Mason.

Voting Yea: Johnson, Garrett, Johnson, Mason, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

- 20. A.N. 24-42 – Existing Location, New Ownership: Consumption on Premises Liquor, Beer and Wine with Sunday Sales, Joseph Tankersley applicant for Tanksaug, LLC, DBA Tanks Bar & Grill located at 215 Tenth Street. District 1, Super District 9. (Lack meeting quorum)**

Motion to approve.

Motion made by Johnson, Seconded by Guilfoyle.

Voting Yea: Johnson, Garrett, Johnson, Mason, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

- 21. Motion to approve A.N. 24-43 – New Location: Consumption on Premises Liquor, Beer and Wine with Sunday Sales, Alesia Council for The Patio1, LLC, located at 2417 Milledgeville Road. District 2, Super District 9. (Requested by Commissioner Bobby Williams)**

Motion to approve.

Motion made by J. Johnson, Seconded by Scott.

Voting Yea: Johnson, Garrett, Johnson, Mason, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

22. A request by **Amy Grier** for **Massage Operator's License, Garden City Wellness** in connection with existing Bliss Salon located at 1432 Monte Sano Avenue. District 2, Super District 9. **(Lack meeting quorum)**

Motion to approve.

Motion made by Pulliam, Seconded by Smith-McKnight.

Voting Yea: Johnson, Garrett, Johnson, Mason, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

23. **Approve** the Daniel Field Airport Amended FY2024 Tentative Allocation of \$2,750,000 State funding and approve Mayor Johnson signing the acceptance letter of this tentative allocation. **(Lack meeting quorum)**

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Johnson, Garrett, Johnson, Mason, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

24. **Approve** the Daniel Field Airport FY2025 Tentative Allocation of \$1,841,331 FAA & State (GDOT) funding and approve Mayor Johnson signing the acceptance letter of this tentative allocation. **(Lack meeting quorum)**

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Johnson, Garrett, Johnson, Mason, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

25. Motion to **approve** instructing the Planning and Development Department to review and offer amendments to the Historic Preservation Ordinance, Bylaws and Guidelines as it pertains to appeals. **(Requested by Commissioner Sean Frantom)**

It was the consensus of the Commission that this item be referred back to committee.

ADMINISTRATIVE SERVICES

26. Receive as information the emergency request for the repairs of the two air handler units located at the Richmond County Sheriff's Office in the amount of \$35,428.00 by Augusta Chiller Service. **(Lack committee quorum)**

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Johnson, Garrett, Johnson, Mason, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

27. Request to approve the sole source procurement from Critical Components Services in c/o with Schneider Electric for the installation of 32 new generator batteries and the replacement of 16 existing generator power batteries at E911 Emergency Services Department in the amount of \$42,174.00.**(Lack committee quorum)**

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Johnson, Garrett, Johnson, Mason, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

28. Receive as information the emergency request for the assessment and corresponding drawings for the Augusta Riverwalk electrical distribution and lighting systems in the amount of \$84,500.00 by Johnson Laschober & Associates, P.C.**(Lack committee quorum)**

Motion to approve receiving this item as information.

Motion made by J. Johnson, Seconded by Mason.

It was the consensus of the Commission that this item be received as information without objection.

29. Motion to **approve** the award of bid #24-214, Animal Control Center – Floor Replacement in the amount of \$87,000.00 to be performed by Riley Contracting, Inc.**(Lack committee quorum)**

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Johnson, Garrett, Johnson, Mason, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

30. Motion to **approve** utilizing state contract (#SWC 99999-SPD-ES40199373-002) for the purchase of a 2025 Ford F350, at a total cost of \$77,680.50 from Allan Vigil Ford for the Recreation Department.**(Lack committee quorum)**

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Johnson, Garrett, Johnson, Mason, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

31. Motion to approve the Second Amendment to the Agreement, dated January 28, 1985, between the Church of the Good Shepherd of Augusta, and Augusta, Georgia, the Augusta, Richmond County Public Library and the Scott B. and Annie P. Appleby Trust.

Motion to approve.

Motion made by Smith-McKnight, Seconded by Guilfoyle.

Voting Yea: Johnson, Garrett, Mason, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Mr. J. Johnson out.

Motion carries 8-0.

FINANCE

32. Approve resolution authorizing the refunding of Water and Sewer Bonds Series 2012 and 2014.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Johnson, Garrett, Johnson, Mason, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

LEGAL MEETING

A. Pending and Potential Litigation

B. Real Estate

C. Personnel

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

CALLED MEETING

COMMISSION CHAMBER
September 24, 2024

Augusta Richmond County Commission convened at 10:45 a.m., Tuesday, September 24, 2024, the Honorable Garnett Johnson, Mayor, presiding.

PRESENT: Hons. Williams, Mason, Frantom, Garrett, Scott, McKnight, Pulliam, Lewis, Guilfoyle, members of Augusta Richmond County Commission.

ABSENT: Hon. Johnson, member of Augusta Richmond County Commission.

Mr. Mayor: It's that time. Thank you, guys, for being here for this special called meeting. Before I call this meeting to order, we have to recognize a special individual on tomorrow, someone we'll recognize for 50 years of serving this government. Ladies and gentlemen, stand up and give a round applause for the service of Ms. Nancy Morawski. 50 years of service, Ms. Morawski. We thank you for all that you've done for these many years of council and commission and employees and staff of Augusta Richmond County and we wish you well in your retirement and we're glad that on this day you'll be leading us as the Clerk today so thank you so much.

The Deputy Clerk: Thank you.

Mr. Mayor: With that, Madam, I do call this meeting to order. All right, Ms. Morawski, if you will, read the reason for this meeting into the record, please.

The Deputy Clerk: Yes, sir, the purpose of the meeting is to consider the hiring of the City Administrator.

Mr. Mayor: Thank you so much, Madam Clerk. Attorney Plunkett, many months ago back in February we went through this process of trying hire a permanent administrator. I understand the nomination process remains open and it's our intent today to engage in voting to hire a permanent administrator for Augusta Richmond County. I see a colleague that's in the queue but prior to addressing that colleague, Attorney Plunkett, do you see it as our ability to make that action happen today?

Mr. Plunkett: That's correct, Your Honor.

Mr. Mayor: Thank you so much. The Chair recognizes Tony Lewis from the 6th.

Mr. Lewis: Thank you, Mayor Johnson. I'd like to nominate Ms. Takiyah Douse for the position of Administrator.

Mr. Mayor: We have a nomination but, Attorney Plunkett, would you go ahead and open the floor for nominations?

Mr. Plunkett: Mr. Mayor, we would ask that you open the floor for nominations for the position of permanent City Administrator.

Mr. Mayor: Thank you, Attorney Plunkett. Commissioner Lewis, the floor is now yours, sir.

Mr. Lewis: Again, I would like to nominate Ms. Takiyah Douse City Administrator.

Mr. Mayor: Thank you, Mr. Lewis. Are there any further nominations?

Mr. Garrett: Mayor.

Mr. Mayor: Commissioner Garrett.

Mr. Garrett: I nominate Tameka Allen effective immediately.

Mr. Mayor: Right. That is a nomination for Ms. Tameka Allen, effective immediately. Are there any additional nominations? I don't think there are any because we only have two remaining candidates.

Mr. Frantom: Motion to close the nominations.

Mr. Mayor: There's a motion to close. Is there a second?

Ms. McKnight: Second.

Mr. Mayor: There is a second. Motion to close and there's a second. So we're going to go through these nominations in the order in which they were nominated. Commissioner Lewis, I see you're still in the queue. Would you like to add something further? All right.

Mr. Guilfoyle: Roll call vote, sir.

Mr. Mayor: There's been a call for a roll call vote. Ms. Morawski.

The Deputy Clerk: Yes, sir.

Mr. Mayor: We're going to go in order alphabetically. For the record I will vote alphabetically for this occurrence. Thank you. Commissioner Frantom, you're in the queue. All right, Ms. Morawski, let's vote.

The Deputy Clerk: Mr. Frantom.

Mr. Frantom: And this is for?

The Deputy Clerk: Ms. Douse.

Mr. Frantom: No, ma'am.

The Deputy Clerk: Mr. Garrett.

Mr. Garrett: No, ma'am.

The Deputy Clerk: Mr. Guilfoyle.

Mr. Guilfoyle: No, ma'am.

The Deputy Clerk: Mayor Johnson.

Mr. Mayor: No, ma'am.

The Deputy Clerk: Mr. Johnson is out. Mr. Lewis.

Mr. Lewis: Yes, ma'am.

The Deputy Clerk: Mr. Mason.

Mr. Mason: No, ma'am.

The Deputy Clerk: Ms. McKnight.

Ms. McKnight: No, ma'am.

The Deputy Clerk: Ms. Pulliam.

Ms. Pulliam: Yes, ma'am.

The Deputy Clerk: Ms. Scott.

Ms. Scott: Yes, ma'am.

The Deputy Clerk: Mr. Williams is out.

Mr. Lewis, Ms. Pulliam and Ms. Scott vote Yes.

Mr. Frantom, Mr. Garrett, Mr. Guilfoyle, Mayor Johnson, Mr. Mason, Ms. McKnight vote No.
Motion fails 3-6.

Mr. Mayor: Next candidate.

The Deputy Clerk: Yes, sir. Okay, this is for Ms. Allen. Mr. Frantom.

Mr. Frantom: Yes, ma'am.

The Deputy Clerk: Mr. Garrett.

Mr. Garrett: Yes, ma'am.

The Deputy Clerk: Mr. Guilfoyle.

Mr. Guilfoyle: Yes, ma'am.

The Deputy Clerk: Mayor Johnson.

Mr. Mayor: Yes, ma'am.

The Deputy Clerk: Mr. Johnson is out. Mr. Lewis.

Mr. Lewis: No, ma'am.

The Deputy Clerk: Mr. Mason.

Mr. Mason: Yes, ma'am.

The Deputy Clerk: Ms. McKnight.

Ms. McKnight: Yes, ma'am.

The Deputy Clerk: Ms. Pulliam.

Ms. Pulliam: No, ma'am.

The Deputy Clerk: Ms. Scott.

Ms. Scott: Yes, ma'am.

The Deputy Clerk: Mr. Williams and he's out.

Mr. Frantom, Mr. Garrett, Mr. Guilfoyle, Mayor Johnson, Mr. Mason, Ms. McKnight, Ms. Scott vote Yes.

Mr. Lewis and Ms. Pulliam vote No.

Motion carries 7-2.

Mr. Mayor: All right, Madam Clerk. Thank you so much. Ladies and gentlemen, this is our government at work. I want to thank Interim Administrator Douse for the work that she's done for almost three years. Thank you, guys, for being here. Now I think, counsel, is it appropriate that we recess for executive session? We have to wait four minutes.

Mr. Plunkett: I think you need to wait until the 11:00 meeting comes to order but you could adjourn this meeting.

Mr. Mayor: All right. With that, I do adjourn this meeting, and, in a few minutes, we'll restart the legal proceeding. Thank you.

[MEETING ADJOURNED]

Nancy W. Morawski
Deputy Clerk of Commission

CERTIFICATION:

I, Nancy W. Morawski, Deputy Clerk of Commission, hereby certify that the above is a true and correct copy of the minutes of the Called Meeting of the Augusta Richmond County Commission held on September 24, 2024.

Deputy Clerk of Commission

CALLED MEETING

COMMISSION CHAMBER
September 24, 2024

Augusta Richmond County Commission convened at 11:00 a.m., Tuesday, September 24, 2024, the Honorable Garnett Johnson, Mayor, presiding.

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

Mr. Mayor: Madam Clerk, ladies and gentlemen of the public, I apologize for the delayed legal session. Madam Clerk, I call this meeting back to order. Attorney Plunkett.

The Mayor called the meeting back to order.

Motion to approve execution by the Mayor of the affidavit of compliance with Georgia’s Open Meeting Act.

Mr. Plunkett: Mr. Mayor, we would ask for a motion to have the Mayor execute the closed meeting affidavit.

Mr. Mayor: Thank you, Attorney Plunkett. Is there a motion?

Mr. Mason: So move.

Mr. Frantom: Second.

Mr. Mayor: There’s a motion and a second. Madam Clerk, we’re voting.

**Mr. Lewis and Ms. Scott out.
Motion carries 9-0.**

Mr. Mayor: Thank you, Madam Clerk. Attorney Plunkett, are there any motions as a result of our executive session?

Mr. Plunkett: Yes, sir, there are several. The first is we’d ask for a motion approving a resolution authorizing the settlement of all claims by Tamara Blount in the aggregate sum of \$32,000.

Mr. Frantom: So moved.

Mr. Garrett: Second.

Mr. Mayor: All right, motion by Commissioner Sean Frantom, seconded by Commissioner Brandon Garrett. Madam Clerk, we’re voting.

Mr. Lewis and Ms. Scott out.

Motion carries 9-0.

Mr. Mayor: Thank you so much. Attorney Plunkett.

Mr. Plunkett: We would ask for a motion authorizing a resolution authorizing the settlement of all claims by Za’Naya Holley in the aggregate sum of \$20,000.

Mr. Frantom: So moved.

Mr. Mayor: There’s a motion. Is there a second?

Ms. McKnight: I’ll second.

Mr. Mayor: Second by Commissioner Catherin Smith McKnight. Madam Clerk, we’re voting.

Motion carries 11-0.

Mr. Mayor: Attorney Plunkett.

Mr. Plunkett: We’d ask for a motion approving a resolution authorizing the settlement of all claims by Glorangely Rivera in the aggregate sum of \$20,000.

Mr. Frantom: So moved.

Mr. Mayor: There’s a motion. Is there a second?

Mr. Mason: Second.

Mr. Mayor: Second by Commissioner Alvin Mason. Colleagues, we’re voting.

Motion carries 11-0.

Mr. Mayor: Attorney Plunkett.

Mr. Plunkett: We would ask for a motion approving a resolution authorizing the settlement of all claims by Sedrick Brown in the aggregate sum of \$12,000.

Mr. Frantom: So moved.

Mr. Mayor: There’s a motion. Is there a second?

Ms. McKnight: Second.

Mr. Mayor: I think I heard Commissioner Catherine Smith-McKnight first. All right, Madam Clerk, we’re voting.

Motion carries 11-0.

Mr. Mayor: Attorney Plunkett.

Mr. Plunkett: We would ask for a motion authorizing or approving the resignation of Donna Williams effective September 30 with a severance package of six months of salary continuation with her being on administrative leave until the 30th.

Ms. McKnight: Motion to approve.

Mr. Frantom: Second.

Mr. Mayor: There's a motion. I didn't hear the second, I heard two seconds. I think I heard Commission Sean Frantom. All right, Madam Clerk, we're voting.

**Mr. Williams, Mr. Lewis, Mr. J. Johnson voting No.
Motion carries 8-3.**

Mr. Mayor: Thank you, Madam Clerk. Attorney Plunkett.

Mr. Plunkett: We need a motion to accept the resignation of Geri Sams effective September 30 with six months salary continuation and her being on administrative leave until the 30th.

Mr. Frantom: So moved.

Ms. McKnight: Second.

Mr. Mayor: A motion by Commissioner Sean Frantom, seconded by Commissioner Catherin Smith McKnight. Madam Clerk, we're voting.

**Mr. J. Johnson, Ms. Pulliam, Mr. Williams, Mr. Lewis voting No.
Motion carries 7-4.**

Mr. Mayor: Thank you, Madam Clerk. Attorney Plunkett.

Mr. Plunkett: And we'd ask for a motion accepting the resignation of Takiyah Douse effective September 30 with salary continuation for 12 months and she to be on administrative leave until the 30th of September.

Ms. Scott: So move.

Mr. Mason: Second.

Mr. Mayor: There's a motion by Commissioner Francine Scott, second by Commissioner Alvin Mason. Colleagues, we're voting.

**Ms. McKnight, Mr. Williams, Mr. Lewis, Mr. Garrett vote No.
Motion carries 7-4.**

Mr. Mayor: Thank you, Madam Clerk. Attorney Plunkett, does that conclude our business for today?

Mr. Plunkett: That does conclude our business.

Mr. Mayor: If it's concluded, this meeting is hereby adjourned.

[MEETING ADJOURNED]

Lena J. Bonner
Clerk of Commission

CERTIFICATION:

I, Lena J. Bonner, Clerk of Commission hereby certify that the above is a true and correct copy of the minutes of the Called Meeting of the Augusta Richmond County Commission held on September 24, 2024.

Clerk of Commission



Public Services Committee Meeting

September 24, 2024

Alcohol License

Department:	Planning & Development
Presenter:	Brian Kepner, Deputy Director, Planning and Licensing Divisions
Caption:	A.N. 24-44 – Existing Location, New Ownership: Consumption on Premises Liquor, Beer and Wine with Sunday Sales and Dance, Rudolph Gosyne applicant, located at 15 Eighth Street. District 1, Super District 9
Background:	Existing Location – Noble Jones Renamed Bootleggers
Analysis:	Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
Financial Impact:	Applicant will pay a fee of \$2,922.50
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements. Sheriff’s Office approved the application subject to additional information not contradicting applicant’s statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business Matblago LLC
2. Business Address 1017 US Highway 80 East ste 8
3. City Pooler State Georgia Zip 31322
4. Business Phone (912) 748-5022 Home Phone (912) 663-0064
5. Applicant Name and Address: Rudolph Gosyne
13 Sapphire Island Rd Savannah Ga 31410
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant:

8. Business Location: Map & Parcel 816 Cotton Lane Augusta Ga 30901 Zoning _____
9. Location Manager(s) Rudolph Gosyne
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
 (x) Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 10/28/2020
12. Mailing Address:
 Name of Business Matblago LLC
 Attention Rudolph Gosyne
 Address 1017 US Highway 80 East Suite 8
 City/State/Zip Pooler GA 31322
13. Ownership Type: () Corporation (x) Partnership () Individual
14. Corporate Name: Matblago LLC
 List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
Andrew Matadin	owner		2926 Black birch rd Ocoee Fl 34761	33%
Reed Blair	Owner		134 Greyfield Cir Savannah Ga 31407	33%
<u>RUDOLPH GOSYNE</u>	<u>OWNER</u>		<u>13 SAPPHIRE ISLAND RD</u>	<u>33%</u>

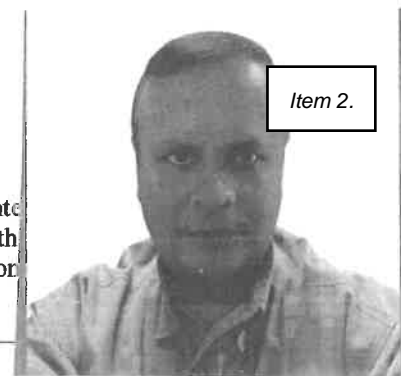
15. What type of business will you operate in this location?
 (x) Restaurant - Full () Lounge () Convenience Store
 () Restaurant - Limited () Package Store () Hybrid
 () Other: _____

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer					
Consumption on Premises	x	x	x	x	x
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: NA
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (x) Yes () No If so, please initial RG

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 employed, or have been employed, ever been cited for any violation of the regulations of Augusta-Richmond County or the State Revenue Commission 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.
Margaret B Copenhaver Magnolia LLC

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

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

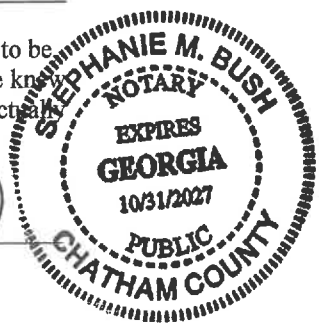
A) Church _____ C) School _____
B) Library _____ D) Public Recreation _____

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

[Handwritten Signature]

25. I hereby certify that Rudolph Gasque Applicant Signature is personally known to be _____
That he/she signed his/her name to the forgoing allocation stating to me that he/she knows and understood all statements and answers made herein, and, under oath administered by me, has sworn that said statements and answers are true.
This 18th day of July in the year 2024

[Handwritten Signature: Stephanie M. Bush]
Notary Public



FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator Date

PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: A.N. 24-44

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

Business Name: Matblago, LLC D/B/A Bootleggers

Hearing Date: September 24, 2024

Prepared By: Brian Kepner, Deputy Director, Planning & Licensing Divisions, Planning & Development Department

Applicant: Rudolph Gosyne

Property Owner: Magnolia, LLC

Address of Property: 15 Eighth Street

Tax Parcel #: 037-3-012-00-0

Commission Districts: District 1, Super District 9

ANALYSIS:

Location Restrictions:

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

ADDITIONAL CONSIDERATIONS:

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

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

FINANCIAL IMPACT: The applicant will pay a fee of \$2,922.50

RECOMMENDATION:

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

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

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



Public Services Committee Meeting

September 24, 2024

Alcohol License

Department:	Planning & Development
Presenter:	Brian Kepner, Deputy Director, Planning and Licensing Divisions
Caption:	A.N. 24-45 - New Location: Requesting Retail Package Beer and Wine, Vishal Doshi Applicant for Fortune Lottery located at 2901 Mike Padgett Highway. District 6, Super District 10
Background:	New Location – Fortune Lottery
Analysis:	Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
Financial Impact:	Applicant will pay a fee of \$665.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements. Sheriff’s Office approved the application subject to additional information not contradicting applicant’s statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

- 1. Name of Business Fortune Lottery
- 2. Business Address 2901 Mike Padgett Hwy
- 3. City Augusta State GA Zip 30906
- 4. Business Phone (____) _____ Home Phone _____
- 5. Applicant Name and Address: Vishal B. Doshi
539 Blue Ridge Xing 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) _____

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

OWNERSHIP INFORMATION

- 11. Corporation (if applicable): Date Chartered: 12/20/2022
- 12. Mailing Address:
Name of Business Fortune Lottery
Attention Vishal B. Doshi
Address 539 Blue Ridge Xing
City/State/Zip Evans, GA. 30809
- 13. Ownership Type: (X) Corporation () Partnership () Individual
- 14. Corporate Name: Fortune 100, LLC
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
Vishal B. Doshi	Member-Owner		539 Blue Ridge Xing 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: Yes
If so, give year of application and its disposition: Liberty Food Mart
06/2022 541 S Liberty St. Waynesboro, GA. 30830
- 17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (X) Yes () No If so, please initial. V.B.



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.
Michael A. Jones, Cassandra A. Jones

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

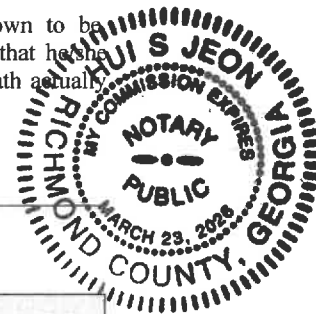
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
A.) Church _____ C.) School _____
B.) Library _____ D.) Public Recreation _____

24. State of Georgia, Augusta-Richmond County, I, Vishal B. Doshi
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.

V. B. Doshi
Applicant Signature

25. I hereby certify that Vishal B. Doshi 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 18 day of July, in the year 2024.

[Signature]
Notary Public



FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator

Date

PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: A.N. 24-45

Application Type: Retail Package Beer, and Wine - New Location

Business Name: Fortune Lottery

Hearing Date: September 24, 2024

Prepared By: Brian Kepner, Deputy Director, Planning & Licensing Divisions, Planning and Development Department

Applicant: Vishal Doshi

Property Owner: Michela and Casandra Jones

Address of Property: 2901 Mike Padgett Highway

Tax Parcel #: 111-3-002-00-0

Commission Districts: District 6, Super District 10

ANALYSIS:

Location Restrictions:

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

ADDITIONAL CONSIDERATIONS:

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

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

FINANCIAL IMPACT: The applicant will pay a fee of \$665.00

RECOMMENDATION:

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

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

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



Public Services Committee Meeting

September 24, 2024

Alcohol License

- Department:** Planning & Development
- Presenter:** Brian Kepner, Deputy Director, Planning and Licensing Divisions
- Caption:** **A.N. 24-46 - New Location:** Requesting **Retail Package Beer and Wine, Karthik Allati** applicant - D/B/A Lotto Market located at 2762 Tobacco Road. District 4, Super District 9
- Background:** New Location – Lotto Market2, LLC D/B/A Lotto Market
- Analysis:** Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
- Financial Impact:** Applicant will pay a fee of \$665.00
- Alternatives:** N/A
- Recommendation:** Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements.
Sheriff’s Office approved the application subject to additional information not contradicting applicant’s statements.
- Funds are available in the following accounts:** N/A
- REVIEWED AND APPROVED BY:** N/A

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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

- 1. Name of Business Lotto Market 2, LLC DBA : Lotto Market
- 2. Business Address 2762 Tobacco Rd.
- 3. City Hephzibah State Georgia Zip 30815
- 4. Business Phone (____) _____ Home Phone (____) _____
- 5. Applicant Name and Address: Karthik Kumar Allati
4720 Laural Oak Dr.
Hephzibah, GA. 30815
- 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) Karthik Kumar Allati
- 10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
(X) Yes () No

OWNERSHIP INFORMATION

- 11. Corporation (if applicable): Date Chartered: 07/18/2024
- 12. Mailing Address:
Name of Business Lotto Market
Attention Karthik K. Allati
Address 4720 Laural Oak Dr.
City/State/Zip Hephzibah, GA, 30815
- 13. Ownership Type: (X) Corporation () Partnership () Individual
- 14. Corporate Name: Lotto Market 2, LLC
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
Karthik Kumar Allati	Member-Owner		4720 Laural Oak Dr. Hephzibah, GA. 30815	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. AK



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.
Trulin Enterprises, LLC - Jagdish Patel

22. List the name and other required information for each person, firm or corporation having any interest in the business.
Karthik K. Allati 100% Owner

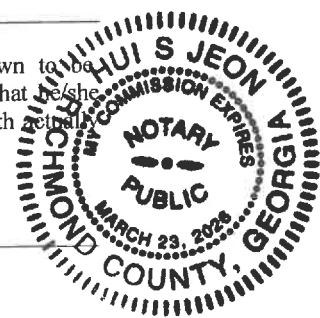
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
A.) Church _____ C.) School _____
B.) Library _____ D.) Public Recreation _____

24. State of Georgia, Augusta-Richmond County, I, Karthik Kumar Allati
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.

Karthik Kumar Allati
Applicant Signature

25. I hereby certify that Karthik Kumar Allati 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 05 day of August, in the year 2024.

[Signature]
Notary Public



FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator Date

PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: A.N. 24-46

Application Type: Retail Package Beer, and Wine - New Location

Business Name: Lotto Market

Hearing Date: September 24, 2024

Prepared By: Brian Kepner, Deputy Director, Planning & Licensing Divisions, Planning and Development Department

Applicant: Karthik Allati

Property Owner: Trulin Enterprises, Inc.

Address of Property: 2762 Tobacco Road

Tax Parcel #: 140-0-004-02-0

Commission Districts: District 4, Super District 9

ANALYSIS:

Location Restrictions:

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

ADDITIONAL CONSIDERATIONS:

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

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

FINANCIAL IMPACT: The applicant will pay a fee of \$665.00

RECOMMENDATION:

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

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

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



Public Services Committee Meeting

September 24, 2024

Alcohol License

- Department:** Planning & Development
- Presenter:** Brian Kepner, Deputy Director, Planning and Licensing Divisions
- Caption:** **A.N. 24-47 – Existing Location, New Ownership:** Requesting **Retail Package for Beer and Wine, Vijeshkumar Patel** Applicant for **Keshav 3341, LLC D/B/A Super Express #5.** located at 3341 Deans Bridge Road. District 5, Super District 9
- Background:** Super Express #5
- Analysis:** Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
- Financial Impact:** Applicant will pay a fee of \$665.00
- Alternatives:** N/A
- Recommendation:** Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements.

Sheriff’s Office approved the application subject to additional information not contradicting applicant’s statements.
- Funds are available in the following accounts:** N/A
- REVIEWED AND APPROVED BY:** N/A

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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

- 1. Name of Business KESHAV 3341 LLC
- 2. Business Address 3341 DEANS BRIDGE RD,
- 3. City AUGUSTA State GA Zip 30906
- 4. Business Phone (856) 239-9747 Home Phone (____) _____
- 5. Applicant Name and Address: VIJESHKUMAR PATEL
410 KATHERINE ST, GROVETOWN, GA 30813

- 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) VIJESHKUMAR PATEL

- 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 KESHAV 3341 LLC, DBA - SUPER EXPRESS # 5
Attention VIJESHKUMAR PATEL
Address 3341 DEANS BRIDGE RD
City/State/Zip AUGUSTA, GA 30906
- 13. Ownership Type: () Corporation () Partnership Individual
- 14. Corporate Name: _____
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
VIJESHKUMAR PATEL	OWNER		410 KATHEINE ST, GROVETOWN, GA 30813	100%

- 15. What type of business will you operate in this location?
() Restaurant () Lounge () Convenience Store
() Package Store Other: GASOLINE STATION WITH CONVENINECE STORE

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

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

- 16. Have you ever applied for an Alcohol Beverage License before: 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. VP



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.

Gary Durshan LLC
Sundip Patel

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

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, VIJESHKUMAR PATEL
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.

[Signature]
Applicant Signature

25. I hereby certify that VIJESHKUMAR PATEL is personally known to be, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.
This 11th day of July, in the year 2024.

[Signature]
Notary Public

MARCUS JOHNSON
NOTARY PUBLIC
Columbia County
State of Georgia
My Comm. Expires Dec. 5, 2026

FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator Date

PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: A.N. 24-47

Application Type: Retail Package Beer, and Wine – Existing Location, New Ownership

Business Name: KESHVA 3341, LLC D/B/A/ Super Express #5

Hearing Date: September 24, 2024

Prepared By: Brian Kepner, Deputy Director, Planning & Licensing Divisions, Planning and Development Department

Applicant: Vijeshkumar Patel

Property Owner: Guru Darshan, LLC

Address of Property: 3341 Deans Bridge Road

Tax Parcel #: 107-0-836-00-0

Commission Districts: District 5, Super District 9

ANALYSIS:

Location Restrictions:

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

ADDITIONAL CONSIDERATIONS:

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

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

FINANCIAL IMPACT: The applicant will pay a fee of \$665.00

RECOMMENDATION:

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

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

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



Public Services Committee Meeting

September 24, 2024

Alcohol License

- Department:** Planning & Development
- Presenter:** Brian Kepner, Deputy Director, Planning and Licensing Divisions
- Caption:** **A.N. 24-48 – Existing Location, New Ownership:** Requesting **Retail Package for Beer and Wine, Hemang Bhavsar** Applicant for **P and D Bhavsar3, LLC.** located at 1649 Olive Road. District 1, Super District 9
- Background:** Current Business Name Shoppers Stop
- Analysis:** Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
- Financial Impact:** Applicant will pay a fee of \$665.00
- Alternatives:** N/A
- Recommendation:** Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements.
Sheriff’s Office approved the application subject to additional information not contradicting applicant’s statements.
- Funds are available in the following accounts:** N/A
- REVIEWED AND APPROVED BY:** N/A

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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

- 1. Name of Business P AND D BHAVSAR 3 LLC
- 2. Business Address 1649 OLIVE RD
- 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 P AND D BHAVSAR 3 LLC
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 3 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 AIKEN SC 29803	100%

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

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

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

- 16. Have you ever applied for an Alcohol Beverage License before: _____
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



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. _____

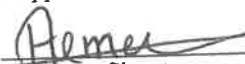
21. List owner or owners of building and property.
P AND D BHAVSAR 3 LLC

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


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

- A.) Church _____
- B.) Library _____
- C.) School _____
- 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 17 day of APRIL, in the year 2024.


Notary Public

Travarris Tukes
NOTARY PUBLIC
Columbia County, GEORGIA
My Commission Expires 08/28/2027

FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator Date

PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: A.N. 24-48

Application Type: Retail Package Beer, and Wine – Existing Location, New Ownership

Business Name: Current Business name Shoppers Stop

Hearing Date: September 24, 2024

Prepared By: Brian Kepner, Deputy Director, Planning & Licensing Divisions, Planning and Development Department

Applicant: Hemang Bhavsar

Property Owner: Walia Properties, LLC

Address of Property: 1649 Olive Road

Tax Parcel #: 058-3-087-01-0

Commission Districts: District 1, Super District 9

ANALYSIS:

Location Restrictions:

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

ADDITIONAL CONSIDERATIONS:

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

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

FINANCIAL IMPACT: The applicant will pay a fee of \$665.00

RECOMMENDATION:

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

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

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



Public Services Committee Meeting

September 10, 2024

Alcohol License

- Department:** Planning & Development
- Presenter:** Brian Kepner, Deputy Director, Planning and Licensing Divisions
- Caption:** **A.N. 24-41 – Existing Location, New Ownership: Retail Package for Beer and Wine, Sarita Gammage Applicant for Prabish Foodmart1, Inc.** located at 1675 Olive Road. District 1, Super District 9
- Background:** Prabish Food Mart
- Analysis:** Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
- Financial Impact:** Applicant will pay a fee of \$665.00
- Alternatives:** N/A
- Recommendation:** Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements.
Sheriff’s Office approved the application subject to additional information not contradicting applicant’s statements.
- Funds are available in the following accounts:** N/A
- REVIEWED AND APPROVED BY:** N/A

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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year 2024 Alcohol Account Number _____

- 1. Name of Business Prabish Foodmart1 Inc D/B/A Prabish Food Mart
- 2. Business Address 1675 Olive Rd
- 3. City Augusta State GA Zip 30904
- 4. Business Phone (347) 707-4019 Home Phone _____
- 5. Applicant Name and Address: Sarita G Gammage
1750 SC Mcintyre Apt 0121
Augusta, GA 30904
- 6. Applicant Social Security # _____ D.O.B. _____
- 7. If Application is a transfer, list previous Applicant:
Not Applicable
- 8. Business Location: Map & Parcel 05831-01-000 Zoning Commercial
- 9. Location Manager(s) AMANDEEP SINGH
- 10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
 Yes () No

OWNERSHIP INFORMATION

- 11. Corporation (if applicable): Date Chartered: PRABISH FOODMART1 INC : 05/08/2024
- 12. Mailing Address:
Name of Business PRABISH FOOD MART
Attention AMANDEEP SINGH
Address 750 SC Mcintyre Apt 0121
City/State/Zip Augusta, GA 30904
- 13. Ownership Type: Corporation () Partnership () Individual
- 14. Corporate Name: PRABISH FOODMART1 INC
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
AMANDEEP SINGH	OWNER		750 SC Mcintyre Apt 0121 Augusta, GA 30904	100%
SARITAG. GAMMA	MANAGER		SAME AS ABOVE	0%

- 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					
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. Sarita



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.
S2 REAL ESTATE INC

22. List the name and other required information for each person, firm or corporation having any interest in the business.
PRABISH FOODMART1 INC
AMANDEEP SINGH

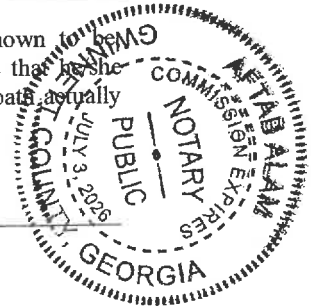
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold. Not Applicable
A.) Church _____ C.) School _____
B.) Library _____ D.) Public Recreation _____

24. State of Georgia, Augusta-Richmond County, I, Sarita G Gammage
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 Sarita G Gammage is personally known 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 12th day of June, in the year 2024.

[Signature]
Notary Public



FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector	✓		<i>[Signature]</i>
Sheriff	✓		<i>[Signature]</i>
Fire Inspector			

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

Administrator Date

PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: A.N. 24-41

Application Type: Retail Package Beer, and Wine – Existing Location, New Ownership

Business Name: Prabish Food Mart

Hearing Date: September 10, 2024

Prepared By: Brian Kepner, Deputy Director, Planning & Licensing Divisions, Planning and Development Department

Applicant: Sarita Gammage

Property Owner: S2 Real Business, Inc.

Address of Property: 1675 Olive Road

Tax Parcel #: 058-3-101-00-0

Commission Districts: District 1, Super District 9

ANALYSIS:

Location Restrictions:

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

ADDITIONAL CONSIDERATIONS:

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

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

FINANCIAL IMPACT: The applicant will pay a fee of \$665.00

RECOMMENDATION:

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

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

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



Public Services Committee Meeting

Meeting Date: September 24, 2024

Department:	Planning & Development
Presenter:	Carla Delaney, Director or Department Designee
Caption:	Motion to approve amending the ordinance to allow for single event business licenses in the amount of \$50.00 per vendor one time per calendar year.
Background:	N/A
Analysis:	<p>On September 3, 2024, the Commission authorized the Planning & Development Department to review the occupational tax requirements for transient vendors and those without a fixed location in the county.</p> <p>The proposed amendment to the Augusta-Richmond County Code of Ordinances, Title 6, Chapter 6, Article 3, will ensure that temporary transient vendors (those without an established place of business within the county) comply with the City’s Occupational Tax (Business License) Ordinance.</p> <p>Under the amendment, vendors will be permitted one single-event license per calendar year, valid for up to three (3) consecutive days.</p>
Financial Impact:	All vendors for festivals and/or pop-up shop type events shall be required to obtain a vendors business license for a \$50.00 per calendar year fee.
Alternatives:	N/A
Recommendation:	Approve amending the ordinance to allow for a single event business license for \$50.00 per calendar year and waive the 2 nd reading.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Office of the Administrator



Takiyah A. Douse
Interim Administrator

September 3, 2024

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

Dear Ms. Delaney,

At the regular meeting held on Tuesday, September 3, 2024, the Augusta, Georgia Commission, acted on the following items:

- 11. Approved A.N. 24-39 – Existing Location, New Ownership: Consumption on Premises Liquor, Beer and Wine with Dance, Artesha Warren applicant, located at 1289 Broad Street. District 1, Super District 9(Lack meeting quorum August 27, 2024)
- 13. Approved the Planning & Development Department amending the Occupational Tax Business License Ordinance concerning transient vendors licenses.

If you have any questions, please contact me.

In Service,

A handwritten signature in blue ink, appearing to read "T. Douse".

Takiyah A. Douse, Interim Administrator

TAD/nd

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE AUGUSTA-RICHMOND COUNTY CODE OF ORDINANCES, TITLE 6, CHAPTER 6, ARTICLE 3, BY ADDING A NEW SECTION 6-6-48 “SINGLE EVENT FESTIVAL LICENSE”, 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.

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

SECTION 1. The Augusta-Richmond County Code of Ordinances, Title 6, Chapter 6, Article 3, is hereby amended by adding Section 6-6-48 “Single Event Festival License” as described in Exhibit “A”.

SECTION 2. This ordinance shall become effective upon adoption.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

DRAFT

PASSED, ADOPTED, SIGNED, APPROVED AND EFFECTIVE this ____ day of _____, 2024.

(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 _____, 2024, 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 _____, 2024

(SEAL)

Lena J. Bonner
Clerk of Commission

DRAFT

Exhibit “A”

6-6-48 “Single Event Festival License”

- (a) In any given calendar year, any entity or person may apply for a Single Event Festival License. Such a License shall only be granted to one entity or person per year.
- (b) The fee for a Single Event Festival License shall be fifty dollars (\$50.00).
- (c) Such License shall be granted for a single event that shall not exceed 72 hours. Installation, set up, or breakdown shall not be counted as those 72 hours granted under the permit.
- (d) During the event covered by such a License, specified activities conducted by a License holder shall not be prohibited because the License holder does not have an Augusta, Georgia Occupation Tax Certificate.
- (e) The Planning and Development Department, after consultation with other federal, state, and local entities, shall issue the license under this section unless it is determined that the issuance of this license would threaten the health, safety, and good order of Augusta, Georgia. Denial of an application shall be in writing and state with specificity the reasons for the denial.
- (f) The Planning and Development Department shall have the right to immediately suspend, for cause, any License issued under this section whenever a person, firm or corporation doing business shall deviate from the normal operation for which the License was obtained or fails in performance to meet the required regulations and code as set forth by the Planning and Development Department, Sheriff's office or Health department; or violates any law or ordinance of the United States, or the state or Augusta, Georgia, in pursuance of such event conducted under such License; or when it shall be proven before the Planning and Development Department that there is a violation of a nuisance law; or when the health, morals, interests and convenience of the public demand the suspension of such License. The Planning and Development Department shall report the suspension of such License to the Commission. The Commission in its discretion may consider the suspension, and may continue the suspension, place the license on probation, revoke the license, or restore the license such that it remains in full force.
- (g) At all times the license shall be either prominently displayed or able to be produced immediately on request.



Public Services Committee

Meeting Date: September 24, 2024

Motion to approve the plaque design for the Henry H. Brigham Community Center

- Department:** Recreation & Parks
- Presenter:** Charles Jackson
- Caption:** Motion to approve the plaque design for the Henry H. Brigham Community Center
- Background:** This item is to approve the design for the plaque for the newly constructed Henry H. Brigham Community Center.
- Analysis:** The plaque meets the requirements of the Augusta, Georgia Plaque Policy and has been reviewed by the directors of the Central Services and Recreation & Parks Department.
- Financial Impact:** N/A
- Alternatives:**
 1. To approve the design
 2. To move to no action
- Recommendation:**
 1. To approve the design
- Funds are available in the following accounts:** N/A
- REVIEWED AND APPROVED BY:** N/A



po# H Brigham CC
so# 23F2290

One *quantity*

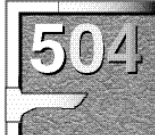
Bronze *metal*

Arial Reg. & Bold *type style*

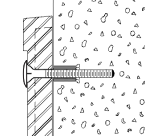
24"w x 36"h x 1/2"d *overall size*

PEBBLE *texture*

BR-400
Dark oxidized background /
Satin bronze raised areas *finish*



border



No.1 For masonry,
expansion bolts with 1" Star rosettes.

mounting

Submittal #8
August 30, 2024



scale: 1/8" = 1"

_____ I approve this drawing as submitted, no changes.
_____ I approve this drawing with my changes, clearly noted.
_____ I do not approve this drawing, please resubmit.



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RETURN ONE PRINT WITH YOUR ACCEPTANCE OR CHANGES.

**HENRY H. BRIGHAM
COMMUNITY CENTER
AUGUST 2024**



MAYOR

HARDIE DAVIS JR.
GARNETT JOHNSON

COMMISSIONER

- | | | | |
|------------|--------------------------|-------------|-----------------------------------|
| DISTRICT 1 | WILLIAM FENNOY | DISTRICT 6 | BEN HASAN |
| DISTRICT 1 | JORDAN JOHNSON | DISTRICT 6 | TONY LEWIS |
| DISTRICT 2 | DENNIS WILLIAMS | DISTRICT 7 | SEAN FRANTOM |
| DISTRICT 2 | STACY PULLIAM | DISTRICT 8 | WAYNE GUILFOYLE |
| DISTRICT 3 | MARY DAVIS | DISTRICT 8 | BRANDON GARRETT,
MAYOR PRO TEM |
| DISTRICT 3 | CATHERINE SMITH MCKNIGHT | DISTRICT 9 | MARION WILLIAMS |
| DISTRICT 4 | SAMMIE SIAS | DISTRICT 9 | FRANCINE SCOTT |
| DISTRICT 4 | ALVIN MASON | DISTRICT 10 | GRADY SMITH |
| DISTRICT 5 | WILLIAM LOCKETT | DISTRICT 10 | WAYNE GUILFOYLE |
| DISTRICT 5 | BOBBY WILLIAMS | | |

CITY ADMINISTRATOR

TAKIYAH DOUSE - INTERIM ADMINISTRATOR

AUGUSTA RECREATION AND PARKS DIRECTOR

CHARLES JACKSON - INTERIM DIRECTOR

ARCHITECT

JOHNSON, LASCHOB & ASSOCIATES
AUGUSTA, GA

GENERAL CONTRACTOR

RD BROWN CONTRACTORS
NORTH AUGUSTA, SC

CONSTRUCTION MANAGER

INFRASTRUCTURE SYSTEMS MANAGEMENT, LLC
AUGUSTA, GA

AUGUSTA CENTRAL SERVICES DEPARTMENT

RON O. LAMPKIN - INTERIM DIRECTOR

FUNDED BY SPECIAL PURPOSE LOCAL OPTION SALES TAX



Public Services Committee Meeting

Meeting Date: September 24, 2024

Motion to accept a grant from the Georgia Recreation and Park Association

- Department:** Recreation and Parks
- Presenter:** Charles Jackson
- Caption:** Motion to accept a grant from the Georgia Recreation and Park Association for the execution of the "Coaching Boys into Men" program.
- Background:** Augusta Parks and Recreation was awarded a grant from the Georgia Recreation and Park Association for the execution of the "Coaching Boys into Men" program, a preventative educational program to help youth build healthy relationship skills and avoid domestic violence. The Department has offered the program at the May Park Community Center and is eligible to receive the grant funds of \$5,000.
- Analysis:** As condition of the grant, funding is made available after the execution of the programs.
- Financial Impact:** Augusta will receive \$5,000. No match required. Those funds are not bound to a specific utilization. The department will use the funds for program supplies and to increase programming.
- Alternatives:**
 1. To accept the grant funds.
 2. To move to no action.
- Recommendation:**
 1. To accept the grant funds.
- Funds are available in the following accounts:** Funds will be set up in fund 220 once approved.
- REVIEWED AND APPROVED BY:** N/A

Frank Rost

From: Karen L. Ard
Sent: Monday, September 16, 2024 11:51 AM
To: Frank Rost
Subject: CBIM Confirmation

Importance: High

Good morning, Frank,

The email below is what Mr. Card from GRPA sent to Michale regarding the CNIM Program completion by May Park.

Karen
706-724-0504

From: Michael Glover <MGlover@augustaga.gov>
Sent: Thursday, September 12, 2024 9:37 AM
To: Karen L. Ard <KArd@augustaga.gov>
Subject: FW: [EXTERNAL] RE: CBIM

From: Steve Card <scard@grpa.org>
Sent: Thursday, September 12, 2024 8:22 AM
To: Michael Glover <MGlover@augustaga.gov>
Subject: [EXTERNAL] RE: CBIM

Michael,

Thanks for reaching out regarding the CBIM program. Let me know if you need anything additional than what is indicated below:

The May Park Community Center for the Augusta Parks and Recreation Department has recently completed all aspects of the 12-week Department of Public Health (DPH) CBIM Program. The Augusta Park and Recreation Department will receive \$5,000 of unrestricted funds for completing this program. Those funds will be distributed by GRPA as soon as they are received from DPH.

Thank you for completing this program for your local community!

Steve Card, CPRP
Executive Director
Georgia Recreation and Park Association
1285 Parker Road
Conyers, GA 30094
Office- 770-760-1403
Cellular- 706-463-9656
e-mail - scard@grpa.org

web - www.grpa.org

"Caring For Georgia's People and Parks"

From: Michael Glover <MGlover@augustaga.gov>
Sent: Tuesday, September 10, 2024 10:29 AM
To: Steve Card <scard@grpa.org>
Subject: CBIM

Good morning, My name is Michael Glover the coach over the CBIM program that was held here at may park community center.

I was wondering could I get a copy of the confirmation letter.

Thanking you in advance
Michael Glover
Program Coordinator
May Park Community Center
706-724-0504

This e-mail contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. The City of Augusta accepts no liability for the content of this e-mail or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. Any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the City of Augusta. E-mail transmissions cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the content of this message which arise as a result of the e-mail transmission. If verification is required, please request a hard copy version.
AED:104.1

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

AUGUSTA, GEORGIA New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

Proposal Project No. Project Title

PR000508 RECREATIO Coaching Boys into Men - GRPA Grant - May Park Award 2024

Requesting grant funds offered by the Georgia Recreation & Park Association for the execution of the "Coaching Boys into Men" program. Staff will execute the program in August and September of 2024 and will receive grant funds upon completion. The awarded funds are not bound to any requirements. No cash match is required. EEO required: No EEO Department notified: No

Start Date: 08/01/2024 End Date: 12/31/2024
 Submit Date: 06/12/2024 Department: 061 Recreation Cash Match? N
 Total Budgeted Amount: 5,000.00 Total Funding Agency: 5,000.00 Total Cash Match: 0.00

Sponsor: GM0036 Georgia Recreation and Parks Asso.
 Sponsor Type: PVT Private Entity
 Purpose: 13 Community

Flow Thru ID:

Contacts			
Type	ID	Name	Phone
I	18731	ARD, KAREN	706-821-1600
I	10215	RILES, JAMES D	706-796-4091
I	23996	Frank Rost	706-796-5030

Approvals

Type By Date
 FA C. JACKSON 06/12/2024

Dept. Signature: Chy
 Grant Coordinator Signature: MIC 8/12/2024

- 1.) I have reviewed the Grant application and enclosed materials and:
- Find the grant/award to be feasible to the needs of Augusta Richmond County
 - Deny the request

Donna Williams 8-12-2024
 Finance Director Date

- 2.) I have reviewed the Grant application and enclosed materials and:
- Approve the Department Agency to move forward with the application
 - Deny the request

DE Anauer 8/14/24
 Administrator Date

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.



Program: Coaching Boys into Men

**Purpose: To build healthy relationship skills for youth
\$5,000 per site with 15 total sites across the state**

What's needed from sites/recreation agencies:

- Attend 1 training and complete pre-survey (3 hours)
- Submit schedule for when you're going to hold sessions
- Hold 12 sessions for youth (about 15 min each)
- Make sure youth complete 1 pre-survey before the sessions start (about 10 minutes)
- Make sure youth complete 1 post-survey after the sessions end (about 10 minutes)
- Participate in 3 check-in calls with DPH/GNESA (about 15 minutes each)
- Host 1 "half-time" or "fan day" activity, which includes spreading messages about what participants have learned (Time commitment varies by activity. Some past activities have included creating and displaying posters, making announcements during games, posting on social media, and sharing a story with local media)

What GNESA/DPH will provide:

- Training
- Assistance with any questions you have along the way
- Links for all pre and post surveys
- \$5,000 in funding for sites that submit schedules, surveys, and documentation to show they completed the halftime/fan day activity
- This is funded through Cooperative Agreement NUF2CE002479 from the Centers for Disease Control and Prevention

Frequently Asked Questions:

What's the minimum age for youth to participate?

We recommend high-school aged youth.

How many youth need to participate to receive funding?

We ask that a minimum of 5 youth participate throughout the sessions.

Is the program only for sports teams?

The program was designed for sports teams and uses language like "coach" and "athlete". However, if you have a group of youth that have a strong purpose and a clear leader or mentor, the program can be used outside of sports teams.

Does it have to be the same group of youth for all 12 sessions?

We recommend that you have the same group of youth for all 12 sessions. The sessions build upon each other and reiterate messages from previous sessions along the way.

Can female athletes participate?

Yes, absolutely. The content of "Coaching Boys into Men" is geared toward males but lessons are applicable to all. If you have a group of females, you might want to consider using the "Athletes as Leaders" program instead of "Coaching Boys into Men". We can provide training and assistance

Please register by March 21 by contacting: Sarah Wilkinson at sarah.wilkinson@dph.ga.gov or 404-406-3210

Training information:

March 22 Training, 9am to 12pm

Join on your computer or mobile app

Click here to join the meeting

Or call in (audio only)

+1 470-344-9228,,720656555# United States, Atlanta

Phone Conference ID: 720 656 555#



PUBLIC SERVICES COMMITTEE MEETING

Meeting Date: September 24, 2024

Change Order #2 to Taxiway/Apron G Contract

- Department:** Augusta Regional Airport
- Presenter:** Herbert L. Judon, Jr., Airport Executive Director
- Caption:** Motion to **approve Change Order #2** to Independence Excavating's Contract, for a total increase of **\$784,592.00**. Approved by Augusta Aviation Commission on August 29, 2024.
- Background:** Independence Excavating Inc. is currently contracted to construct the Taxiway G / Apron G project.
- This requested Change Order #2 includes the costs associated with additional work, effort, and paving within the Runway Safety Area (RSA) of 17-35 outside of the original contract along with costs associated with a plan discrepancy along connector 1.
- When bidding and awarding this contract, the work associated with the new Taxiway within the RSA was intended to be completed via a temporary displaced threshold. In Fall of 2023, the commercial airlines voiced their concerns over the temporary displacement and how it may affect nighttime operations. Following this, options were presented to the Contractor, Owner, Airlines, and FAA to determine the best way to move forward. After several months of deliberation, a modified nightly closure was agreed upon by all parties. This closure includes shutting down Runway 17-35 each night from October 5th through November 12th from 10:30 pm until 6:00 am. This period will allow the contractor enough time to complete work in a safe and efficient manner.
- Along with the costs associated with the nightwork, there was one other general item which resulted in additional work and costs. When paving connector 1, it was noted that the grades at the edge of the pavement did not tie-in correctly to the turfed transition and were exceeding allowable slope.

After reviewing the plan and profile for that connector, a discrepancy found at the edge of the proposed pavement.

The overall costs included within this Change Order request are mostly reflective of nightwork required to complete the tie-in from Taxiway/Apron G to Runway 17-35.

Mead & Hunt has evaluated the change order request provided by Independence Excavating, Inc. and finds that the costs associated with the new line items are acceptable and are within the unit prices provided as part of the original contract.

The original contract value for Independence Excavating was **\$11,877,051.10**. It requested approval of this Change Order #2 in the amount of **\$784,592.00** allowing Augusta Regional Airport to amend Independence Excavating’s contract total to **\$12,952,644.35** for this Project.

Analysis: This Change Order will result in a **Net Increase** to the overall project. This project is funded through multiple different grants and programs (Enterprise funds and TIA).

Financial Impact: N/A

Alternatives: N/A

Recommendation: Approval of change order #2 to Independence Excavating’s Contract, for a total increase of **\$784,592.00**.

Funds are available in the following accounts: This contract is funded through multiple sources (Enterprise funds & TIA.) 551081305-5412110.

REVIEWED AND APPROVED BY: N/A

1. Brief description of the proposed contract Amendment and location(s).

Quantity Adjustments:

There are items included in the original bid that need to be adjusted in order to cover the quantities and revised unit cost shown on the construction plans to complete the approved project scope. These items include:

- **P-306.1 Unsuitable/Over Excavation – Bid Alternate 1:**
 - As-constructed quantity due to revised pavement section within RSA
- **P-501.1 Portland Cement Concrete Pavement (14”) – Base Bid, Bid Alternate 1:**
 - As-constructed quantity due to revised pavement section within RSA/scheduled nightwork operations along with revision/field change to taxiway connector 1.

Extra Work/New Bid Item:

There are several items that were erroneously not included in the original bid or extra items not included in the original bid that will be necessary to complete the approved project scope. These items include:

- **C-105.3 Additional Mobilization – Bid Alternate 1:** Additional mobilization required to complete the taxiway within the RSA due to the changes to the schedule and construction methods caused by the airlines.
- **C-105.4 RSA Grade Limitations, Tapers, Nightwork – Bid Alternate 1:** Additional work and effort not included with any existing line items. This line item was not included within the original contract.
- **P-101.4 Portland Cement Concrete Pavement Removal (Sawcut, demo, disposal, haul, drilling, doweling, etc.) – Base Bid:** Demolition and removal of existing Concrete not included within the original contract.
- **P-501.2 Portland Cement Concrete Pavement (19”) – Bid Alternate 1:** Additional 19” concrete pavement section to be completed within the RSA due to changes to the schedule and construction methods caused by the airlines. This line item was not included within the original contract.

New Construction Specifications:

N/A

Revised Construction Specifications

- **C-105 Mobilization**
- **P-101 Preparation/Removal of Existing Pavements**
- **P-501 Cement Concrete Pavement**

2. Reason(s) for the change(s) (*Continue on reverse if necessary*)

Note: The quantity of the following items did not change substantially enough to justify renegotiation of any of the original unit prices in the base bid.

C-105.3 Additional Mobilization – When bidding and awarding this contract, the work associated with the new Taxiway within the Runway Safety Area was intended to be completed via a Temporary Displaced Threshold. In Fall of 2023, the airlines voiced their concerns over the temporary displacement and how it may affect nighttime operations. Following this, options were presented to the Contractor, Owner, Airlines, and FAA to determine what may be the best way to move forward. After several months of deliberation, a modified nightly closure was agreed upon by all parties. This closure includes shutting Runway 17-35 down each night from October 5th through November 12th from 10:30 pm till 6:00 am. This period will allow the contractor enough time to complete work in a safe and efficient manner. Additional mobilization is required due to unforeseen delays to this work and the work itself falling outside of the original contract. Scheduled completion was proposed to be September 26th. Because the work extends until mid November, the Contractor must remain mobilized onsite thus resulting in soft costs to the project. These costs include Crew and Equipment mobilization (\$20,000 for a 25-man crew, trailers, screed, loads, etc.), Equipment standby for 2 months (\$175,000 for the batch plant, generator, mobile laboratory, field office, etc.), additional staff time for the delay – 1 month (\$25,000 for superintendent, project engineer, and project manager), and additional crew housing and per diem for a month (\$130,000 for a 25-man crew).

C-105.4 RSA Grade Limitations, Tapers, Nightwork – When bidding and awarding this contract, the work associated with the new Taxiway within the Runway Safety Area was intended to be completed via a Temporary Displaced Threshold. In Fall of 2023, the airlines voiced their concerns over the temporary displacement and how it may affect nighttime operations. Following this, options were presented to the Contractor, Owner, Airlines, and FAA to determine what may be the best way to move forward. After several months of deliberation, a modified nightly closure was agreed upon by all parties. This closure includes shutting Runway 17-35 down each night from October 5th through November 12th from 10:30 pm till 6:00 am. This period will allow the contractor enough time to complete work in a safe and efficient manner. This line item is intended to quantify the additional work and effort required when working within the RSA during nightly closures and reopening the Runway to resume normal operations during the day. Per the FAA Advisory Circular, parameters must be met within the safety area for the runway to be opened and used safely for aircraft operations. This includes additional grading, material, forms, etc.

P-101.4 Portland Cement Concrete Pavement Removal (Sawcut, demo, disposal, haul, drilling, doweling, etc.) – When paving connector 1, it was noted that the grades at the edge of the pavement did not tie-in correctly to the turfed transition and were exceeding allowable slope. After reviewing the plan and profile for that connector, a discrepancy was found at the edge of the proposed pavement. This line item includes the removal and prep work associated with removing the previously paved concrete in order to repave the area as designed.

C-306.1 Lean Concrete Base Course – When bidding and awarding this contract, the work associated with the new Taxiway within the Runway Safety Area was intended to be completed via a Temporary Displaced Threshold. In Fall of 2023, the airlines voiced their concerns over the temporary displacement and how it may affect nighttime operations. Following this, options were presented to the Contractor, Owner, Airlines, and FAA to determine what may be the best way to move forward. After several months of deliberation, a modified nightly closure was agreed upon by all parties. This closure includes shutting Runway 17-35 down each night from October 5th through November 12th from 10:30 pm till 6:00 am. This period will allow the contractor enough time to complete work in a safe and efficient manner. The reduction of quantity in the bid alternate associated with Lean Concrete Base Course is a result of the modified pavement section within the RSA. In order to pave and open the Runway for daytime operations, a thickened section of P-501 is required thus resulting in the removal of the P-306 in this work area.

P-501.1 Portland Cement Concrete Pavement (14” Depth) – When bidding and awarding this contract, the work associated with the new Taxiway within the Runway Safety Area was intended to be completed via a Temporary Displaced Threshold. In Fall of 2023, the airlines voiced their concerns over the temporary displacement and how it may affect nighttime operations. Following this, options were presented to the Contractor, Owner, Airlines, and FAA to determine what may be the best way to move forward. After several months of deliberation, a modified nightly closure was agreed upon by all parties. This closure includes shutting Runway 17-35 down each night from October 5th through November 12th from 10:30 pm till 6:00 am. This period will allow the contractor enough time to complete work in a safe and efficient manner. The additional P-501 base bid quantity is a result of this modified method of construction within the RSA resulting in additional quantity of P-501 at the base bid unit price. There is an additional 35 sy of P-501 along connector 1 to replace the area being removed.

P-501.2 Portland Cement Concrete Pavement (19” Depth) – When bidding and awarding this contract, the work associated with the new Taxiway within the Runway Safety Area was intended to be completed via a Temporary Displaced Threshold. In Fall of 2023, the airlines voiced their concerns over the temporary displacement and how it may affect nighttime operations. Following this, options were presented to the Contractor, Owner, Airlines, and FAA to determine what may be the best way to move forward. After several months of deliberation, a modified nightly closure was agreed upon by all parties. This closure includes shutting Runway 17-35 down each night from October 5th through November 12th from 10:30 pm till 6:00 am. This period will allow the contractor enough time to complete work in a safe and efficient manner. The new 19” Portland Cement Concrete Pavement line item is a result of the modified pavement section within the RSA. In order to pave and open the Runway for daytime operations, a thickened section of P-501 is required thus resulting in the removal of the originally contracted amount of P-501 in this work area.

3. The Sponsor’s share of this cost is available from:

General/Enterprise Funds

4. If this is a supplemental agreement involving more than \$2,000, is the cost estimate based on the latest wage rate decision? Yes No Not Applicable

5. Has consent of surety been obtained? Yes Not Necessary

6. Will this change affect the insurance coverage? Yes No

7. If yes, will the policies be extended? Yes No Not Applicable

8. Has this Change Order been discussed with FAA officials? Yes No

When: N/A

With Whom: N/A

Comment(s):



PUBLIC SERVICES COMMITTEE MEETING

Meeting Date: September 24, 2024

Mass Media Marketing, LTD One Year Renewal Option (RFP 24-172C)

Department: Augusta Regional Airport

Presenter: Herbert L. Judon, Jr., Airport Executive Director

Caption: Motion to **approve** exercising the one (1) year contract renewal option of the Mass Media Marketing, LTD (M3), three (3) year contract. Approved by Augusta Aviation Commission on August 29,2024. (RFP 24-172C)

Background: Mass Media Marketing, LTD (M3) has been AGS’s marketing consultant since September 7, 2021. Since the agreement has been executed, the Airport’s exposure to the community has increased tremendously. M3 has done an outstanding job for the Airport as they provide excellent customer service, stay on top of the latest marketing trends, and have a strong pulse on the community. Some of the projects executed through our partnership, M3 has overseen the creation and implementation of a new AGS logo, new commercials, strong digital presence, and an annual sweepstakes to name a few.

Analysis: The Mass Media Marketing, LTD (M3) consulting contract (RFP 21-172) was executed on September 7, 2021 for a term of three (3) years with two (2) additional one (1) year option to renew based off mutual consent of both parties. The recommendation of award is for the first renewal option with one (1) remaining one (1) year renewal option.

Financial Impact: N/A

Alternatives: N/A

Recommendation: Approval of exercising the first of two (2) one (1) year contract renewal options of the Mass Media Marketing, LTD (M3), three (3) year contract.

Funds are available in the following accounts: This agreement has been budgeted into the Augusta Regional Airport Marketing & Customer Service budget: 551081122-5233112.

REVIEWED AND APPROVED BY: N/A



(706) 798-3236 • Fax: (706) 798-1551 • 1501 Aviation Way • Augusta, Georgia 30906 • www.flyags.com

DATE: August 29, 2024

STAFF RESOURCE: Herbert L. Judon Jr., Airport Executive Director

PROJECT TITLE: Mass Media Marketing, LTD One Year Renewal Option

ACTION REQUESTED:

Exercise the one (1) year contract renewal option

BACKGROUND:

Mass Media Marketing, LTD (M3) has been AGS's marketing consultant since September 7, 2021. Since the agreement has been executed, the Airport's exposure to the community has increased tremendously. M3 has done an outstanding job for the Airport as they provide excellent customer service, stay on top of the latest marketing trends, and have a strong pulse on the community. Some of the projects executed through our partnership, M3 has overseen the creation and implementation of a new AGS logo, new commercials, strong digital presence, and an annual sweepstakes to name a few.

ANALYSIS:

The Mass Media Marketing, LTD (M3) consulting contract was executed on September 7, 2021 for a term of three (3) years with two (2) additional one (1) year option to renew based off mutual consent of both parties.

The original contract and mutual agreement letter were reviewed and approved by Augusta Richmond County Legal Department's Staff Attorney via Robert Kerr.

FINANCIAL:

This contract is retainer based with commission fees. This agreement has been budgeted into the Marketing & Customer Service budget 1122-52.33112.



m3agency.com

Mass Media Marketing dba M3 Agency
229 Furys Ferry Road
Suite 123
Augusta, GA 30907

August 27, 2024

City of Augusta
535 Telfair Street
Augusta, GA 30901

To whom it may concern:

As part of our original three-year executed contract, Article II-A states there is an option for (2) additional one-year contract extensions. With the three-year contract coming to an end, we would like to express our interest in exercising the first of the one-year extensions.

Should you need any further information from our agency, please don't hesitate to reach out.

Sincerely,

Rick Donaldson
President & CEO

Herbert L. Judon, Jr.
Augusta Regional Airport
Executive Director

Dan Troutman
Augusta Regional Airport
Aviation Commission Chairman



**RFP Item #24-172C Airport Marketing Agency
for Augusta, Georgia-Augusta Regional Airport
RFP Date: Tuesday, March 30, 2021 @ 11:00 a.m. via ZOOM**

Total Number Specifications Mailed Out: 38
 Total Number Specifications Download (Demandstar): 3
 Total Electronic Notifications (Demandstar): 42
 Georgia Procurement Registry: 1667
 Pre-Proposal Conference Attendees: 27
 Total packages submitted: 13
 Total Noncompliant: 2

VENDORS	Attachment "B"	E-Verify #	Addendum 1	SAVE Form	Original	7 Copies	Fee Proposal
78 MADISON 999 DOUGLAS AVE, SUITE 3301 ALTAMONTE SPRINGS, FL 32714	Yes	1545757	Yes	Yes	Yes	Yes	Yes
STAMP IDEA GROUP, LLC 111 WASHINGTON AVE. MONTGOMERY, AL 36104	Yes	405680	Yes	Yes	Yes	Yes	Yes
MAYCREATE 26 EAST MAIN STREET SUITE 122 CHATTANOOGA, TN 37408	Yes	1527430	Yes	Yes	Yes	Yes	Yes
INFINITY MARKETING SOLUTIONS, INC. 874 S. PLEASANTBURG DRIVE GREENVILLE, SC 29607	Yes	1297246	Yes	Yes	Yes	Yes	Yes
GRETEMAN GROUP, INC. 1425 EAST DOUGLAS, 2ND FLOOR WICHITA, KS 67211	Yes	Non - Compliant	Yes	Yes	Yes	Yes	Yes
HALL MARKETING INC, 519 BLACKBURN DRIVE AUGUSTA, GA 30907	Yes	316069	Yes	Yes	Yes	Yes	Yes
ISB CONSULTING / I SPEAK BUSINESS 5200 DALLAS HWY., SUITE 200 POWDER SPRINGS, GA 30127	Yes	151408	Yes	Yes	Yes	Yes	Yes
TRANTER GREY 4075 EVANS TO LOCKS ROAD EVANS, GA 30809	Yes	504255	Yes	Yes	Yes	Yes	Yes
FULL CIRCLE HOLDINGS DBA ALISON SOUTH MTKG GROUP, LLC 668 BROAD STREET AUGUSTA, GA 30901	Yes	834616	Yes	Yes	Yes	Yes	Yes



**RFP Item #24-172C Airport Marketing Agency
for Augusta, Georgia-Augusta Regional Airport
RFP Date: Tuesday, March 30, 2021 @ 11:00 a.m. via ZOOM**

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VENDORS	Attachment "B"	E-Verify #	Addendum 1	SAVE Form	Original	7 Copies	Fee Proposal
DIGITAL YALO, LLC 4279 ROSWELL RD NE,SUITE 208-194 ATLANTA, GA 30342	Yes	1163100	Yes	Yes	Yes	Yes	Yes
WIER/STEWART, LLC 982 BROAD STREET AUGUSTA, GA 30901	Yes	734459	Yes	Yes	Yes	Yes	Yes
M3 AGENCY 229 FURYS FERRY RD SUITE 123 AUGUSTA, GA 30907	Yes	785162	Yes	Yes	Yes	Yes	Yes
THE ZIMMERMAN AGENCY 1821 MICCOSUKEE COMMONS DRIVE TALLAHASSEE, FL 32308	Non - Compliant (Late)						



PUBLIC SERVICES COMMITTEE MEETING

Meeting Date: September 24, 2024

Taxiway F Reconstruction & Aircraft Holding Apron (ITB 24-203)

Department: Augusta Regional Airport

Presenter: Herbert L. Judon, Jr., Airport Executive Director

Caption: Motion to **approve** construction contract with C.W. Matthews in the amount of **\$8,128,445.19** for the Taxiway F reconstruction project. Approved by Augusta Aviation Commission on August 29,2024. (ITB 24-203)

Background: In 2020, the Federal Aviation Administration (FAA) approved the use of Airport Improvement Program (AIP) funds to provide a surface treatment/minor rehabilitation to the pavement associated with Taxiway F and the South Apron. This surface treatment was intended to extend the existing pavement life by approximately 5 years. In 2022, in coordination with the FAA, it was determined that the existing Taxiway F pavement required rehabilitation. As of 2018, the pavement condition index (PCI) associated with the taxiway was in preventative maintenance stage (60). Extrapolating this value to 2022, the PCI associated with Taxiway F placed it in the category of major rehabilitation (58). The State of Georgia has identified a critical PCI value of 65 for commercial service taxiways. Investigative cores exhibiting distresses coupled with the existing PCI values and geotechnical investigation provided the direction necessary to move forward with the reconstruction of Taxiway F.

Taxiway F reconstruction design efforts began in Summer of 2023 and were funded through an FAA AIP Grant. Major design elements included the reconstruction of the taxiway to address failing pavement conditions, grading issues and geometry corrections per the Advisory Circular along with the addition of a new aircraft holding apron along Taxiway F. The project was broken up into multiple work areas and bid packages to provide for a more competitive bidding environment.

Analysis:

The project was advertised for bidding as ITB 24-203 in April 2024 with pre-bid taking place on May 20, 2024, and the bid opening on June 5, 2024. Six vendors submitted a bid. CW Matthews Contracting submitted the lowest most responsive bid.

The base bid of the project includes but is not limited to, mobilization, airfield safety and traffic control, erosion control, the reconstruction of the existing taxiway (50' wide with 20' shoulders) consisting of approximately 15,000 square yards of new taxiway pavement and 10,000 square yards of new shoulder, drainage improvements, taxiway markings, and edge lights.

Financial Impact:

N/A

Alternatives:

N/A

Recommendation:

Approval of the construction contract with C.W. Matthews in the amount of **\$8,128,445.19** for reconstruction of Taxiway F.

Funds are available in the following accounts:

This contract will be funded via FAA AIP Discretionary funds at a 90/5/5 percent split between federal, state, and local funds in the total amount of **\$8,128,445.19**. 551081304-5412110.

REVIEWED AND APPROVED BY:

N/A

NOTICE OF AWARD

TO:

PROJECT: **AUGUSTA REGIONAL AIRPORT TAXIWAY F RECONSTRUCTION**

The Owner has considered the bid submitted by you for the above-described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your bid has been accepted for items in the amount of \$_____.

You are required by the Invitation to Bid to execute the Contract and furnish the required Contractor's Performance and Payment Bonds within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Contract and to furnish said bonds within fifteen (15) days from the date of this Notice, said Owner will be entitled to consider all rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this ____ day of _____, 20__

AUGUSTA REGIONAL AIRPORT

BY: _____

TITLE: _____

*** ACCEPTANCE OF NOTICE ***

Receipt of the above NOTICE OF AWARD is hereby

acknowledged by _____

this the _____ day of _____, 20_____.

BY: _____

TITLE: _____

PERFORMANCE BOND

(NOTE: THIS BOND IS ISSUED SIMULTANEOUSLY WITH PAYMENT BOND, IN FAVOR OF THE OWNER CONDITIONED FOR THE PAYMENT OF LABOR AND MATERIAL.)

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal, hereinafter called CONTRACTOR, and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, State of _____, as Surety, hereinafter called SURETY, are held and firmly bound unto AUGUSTA, GEORGIA BY AND THROUGH THE AUGUSTA-RICHMOND COUNTY COMMISSION as Obligee, hereinafter called the OWNER, in the penal amount of _____ Dollars (\$_____) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents for the faithful performance of a certain written agreement.

WHEREAS, CONTRACTOR has by said written agreement dated _____ entered into a Contract with OWNER for the construction of **AUGUSTA REGIONAL AIRPORT TAXIWAY F RECONSTRUCTION**, Augusta, Georgia, in accordance with the drawings and specifications issued by the Augusta Aviation Commission and the Augusta-Richmond County Commission, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if CONTRACTOR shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The SURETY hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever CONTRACTOR shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER's obligations thereunder, the SURETY may promptly remedy the default, or shall promptly

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by SURETY of the lowest responsive and responsible bidder, or, if the OWNER elects, upon determination by the OWNER and the SURETY jointly of the lowest responsive and responsible bidder, arrange for a contract between such bidder and OWNER, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of the OWNER.

Signed and sealed this _____ day of _____ A.D. 20__.

Witness _____

(Contractor) (Seal)

Attest _____

By _____ (Seal)
(Title)

Witness _____

(Surety) (Seal)

Attest _____

By _____ (Seal)
(Title)

LABOR AND MATERIAL PAYMENT BOND

(NOTE: THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND, IN FAVOR OF THE OWNER CONDITIONED FOR THE PERFORMANCE OF THE WORK.)

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal,
hereinafter called CONTRACTOR, and _____

a corporation organized and existing under the laws of the State of _____, with

its principal office in the City of _____, State of _____, as Surety, hereinafter called SURETY, are held and firmly bound unto AUGUSTA, GEORGIA BY AND THROUGH THE AUGUSTA-RICHMOND COUNTY COMMISSION, as Obligee, hereinafter called the OWNER, for the use and benefit of claimants as herein below defined in the amount of _____ Dollars (\$_____) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a Contract with Owner for the construction of **AUGUSTA REGIONAL AIRPORT TAXIWAY F RECONSTRUCTION**, in accordance with drawings and specifications issued by the Augusta Aviation Commission and Augusta-Richmond County Commission, which Contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, the condition of this obligation is such that, if the CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required to use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- (1) A claimant is defined as one having a direct contract with the CONTRACTOR or with a subcontractor of the CONTRACTOR for labor, material, or both, used or reasonably required for use in the performance of the Contract labor and material being construed as to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- (2) The above named CONTRACTOR and SURETY hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
- (3) No suit or action shall be commenced hereunder by any claimant,
 - (a) Unless claimant, other than one having a direct contract with the CONTRACTOR, shall have given written notice to any two of the following: The CONTRACTOR, the OWNER, or the SURETY above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed.

Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the CONTRACTOR, OWNER or SURETY, at any place where an office regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

- (b) After the expiration of one (1) year following the date on which CONTRACTOR ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- (c) Other than in Richmond County Superior Court, or in the United States District Court for the Middle District of Georgia.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by SURETY of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____ A.D. 20__.

Witness _____ (Seal)
 _____ (Contractor)

Attest _____ (Seal)
 By _____ (Title)

Witness _____ (Seal)
 _____ (Surety)

Attest _____ (Seal)
 By _____ (Title)

NOTICE TO PROCEED

DATE: _____

SUBJECT: NOTICE TO PROCEED

PROJECT: **AUGUSTA REGIONAL AIRPORT TAXIWAY F RECONSTRUCTION,**

Gentlemen:

You are hereby notified to commence work in accordance with the Contract, within Ten (10) calendar days following the date first written above, and you are to complete the work within _____ (____) consecutive calendar days after the date of this notice. The date set for completion of all work is therefore _____.

AUGUSTA REGIONAL AIRPORT

BY: _____

TITLE: _____

*** ACCEPTANCE OF NOTICE ***

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____ this the _____ day of _____, 20_____.

TITLE: _____

CONTRACT

THIS CONTRACT made and entered into to be effective _____, 20__ 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 **RECONSTRUCT TAXIWAY F**, 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 TAXIWAY F RECONSTRUCTION,

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 Taxiway F Reconstruction, including but not limited to the removal of approximately **26,000** square yards of existing asphalt taxiway and shoulder pavement, the construction of approximately **25,500** square yards of new taxiway and shoulder pavement, and associated electrical improvements.
- 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 two hundred and eighty-five (**285**) 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 _____, with a contract price of \$_____.

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

- 11.5 Georgia Prompt Pay Act not applicable. The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.

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]

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)

CONTRACT

THIS CONTRACT made and entered into to be effective _____, 20__ 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 **RECONSTRUCT TAXIWAY F**, 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 TAXIWAY F RECONSTRUCTION,

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 Taxiway F Reconstruction, including but not limited to the removal of approximately **26,000** square yards of existing asphalt taxiway and shoulder pavement, the construction of approximately **25,500** square yards of new taxiway and shoulder pavement, and associated electrical improvements.
- 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 two hundred and eighty-five (**285**) 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 _____, with a contract price of \$ _____.

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]

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

Item 13.

Sealed bids will be received at this office until **Wednesday, June 5, 2024 @ 3:00 p.m.** via ZOOM Meeting ID: **872 3311 9179; Passcode: 24203** for furnishing:

Bid Item #24-203 Taxiway F Reconstruction 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, subcontractors and suppliers exclusively from Augusta Blueprint. **The fees for the plans and specifications which are non-refundable is \$350.00.**

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, April 25, 2024**. 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.

Pre-Bid Conference will be held on Monday, May 20, 2024 @ 11:00 a.m. Via Zoom Meeting ID: 871 8848 5438; Passcode: 24203. Optional Site Visit will be held on Tuesday, May 21, 2024; 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, May 22, 2024 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.

No bid 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 to be submitted along with the bidders' qualifications. 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 waivable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark 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 April 25, 2024 and May 2, 9, 16, 2024
Metro Courier April 25, 2024

Revised: 2/19/20163



**Bid Opening: Bid Item #24-203 Taxiway F Reconstruction
for Augusta, GA – Augusta Regional Airport
Bid Date: Thursday, June 13, 2024 @ 3:00 p.m. via ZOOM**

Total Number Specifications Mailed Out: 15
Total Number Specifications Download (Demandstar): 8
Total Electronic Notifications (Demandstar): 97
Georgia Procurement Registry:
Pre-Bid Conference Attendees: 17
Total Packages Submitted: 6
Total Noncompliant: 0

Vendors	Attachment "B"	E-Verify Number	Addendum #1	SAVE Form	Bid Bond	Base Bid	Bid Option 1A	Bid Option 1B	Bid Option 2A	Bid Option 2B	Bid Option 3A	Bid Option 3B
Summers Concrete Contracting 5538 Coppage Road Hahira, GA 31632	Yes	297608	Yes	Yes	Yes	\$4,252,561.49	\$3,197,391.30	No Bid	\$1,043,717.50	\$1,346,079.90	\$6,765,134.94	No Bid
CW Matthews Contracting 1600 Kenview Drive Marietta, GA 30060	Yes	32751	Yes	Yes	Yes	\$4,148,812.75	\$2,806,172.14	No Bid	\$1,173,433.30	\$1,182,890.60	\$6,805,744.67	No Bid
Reeves Construction 1 APAC Industrial Way Augusta, GA 30907	Yes	667047	Yes	Yes	Yes	\$3,517,629.00	No Bid	\$2,657,645.00	\$876,200.00	No Bid	No Bid	\$5,657,289.00
ER Snell Contractor 1785 Oak Drive Snellville, GA 30078	Yes	22114	Yes	Yes	Yes	\$4,728,389.80	\$3,671,064.00	\$2,376,552.00	\$1,001,120.00	\$1,551,444.50	\$8,230,963.30	\$5,371,684.30
Independence Excavating 5720 E. Schaaf Road Independence, OH 44131	Yes	653545	Yes	Yes	Yes	\$3,724,065.00	\$4,688,822.50	No Bid	\$854,810.00	\$1,827,980.00	\$6,559,570.00	No Bid
Precision 2000 2215 Lawson Way Atlanta, GA 30341	Yes	144102	Yes	Yes	Yes	\$5,125,012.00	\$4,949,855.00	No Bid	No Bid	\$2,214,625.00	\$10,053,213.00	No Bid



(706) 798-3236 • Fax: (706) 798-1551 • 1501 Aviation Way • Augusta, Georgia 30906 • www.flyags.com

July 8, 2024

Geri Sams, Director
Augusta, Georgia Procurement Department
535 Telfair Street, Suite 605
Augusta, GA 30901

RE: Award Recommendation for Bid #24-203 Taxiway F Reconstruction

Dear Ms. Sams,

I am requesting Bid 24-203, for the Taxiway F Reconstruction, Base Bid plus Bid Option 1A and bid option 2A (Concrete Taxiway with Asphalt Shoulders Options), be awarded to CW Matthews Contracting, who is the qualifying low bidder.

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 that reads 'Herbert L. Judon, Jr.'.

Herbert L. Judon, Jr., A.A.E, IAP
Executive Director

Cc: Darrell White, Deputy Director, Augusta Procurement Department
Nancy M. Williams, Contract Compliance Administrator, Augusta Procurement Department



(706) 798-3236 • Fax: (706) 798-1551 • 1501 Aviation Way • Augusta, Georgia 30906 • www.flyags.com

Geri Sams, Director
Augusta, Georgia Procurement Department
535 Telfair Street, Suite 605
Augusta, Georgia 30901

RE: Reconstruction of Taxiway F – IFB #24-203

Dear Ms. Sams,

Please accept this attached justification letter from Mead & Hunt on behalf of Augusta Regional Airport regarding the Reconstruction of Taxiway F – IFB #24-203. The qualifying low bid has come in over budget but it is our position that there is justification to award this bid. The engineered estimate for this base bid preferred option was (\$6,656,659.90) while the qualifying low bid was (\$8,128,445.19) coming in at 22% higher than the engineer estimate. Due to volatile market conditions, the fact this is a rebid and the critical need for the rehabilitation to be completed by a compliance deadline, I respectfully request approval of this justification.

This project is proposed to be funded via a Federal Grant. The bid amounts have been sent to the FAA for review and we expect the additional cost to be covered via the grant.

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 that reads "Herbert L. Judon, Jr." with a stylized flourish at the end.

Herbert L. Judon, Jr., A.A.E., IAP
Executive Director



5955 Core Road, Suite 515
North Charleston, South Carolina 29406
803-520-2986
meadhunt.com

June 25, 2024

Mr. Herbert L. Judon, Jr. A.A.E., IAP
Executive Director
Augusta Regional Airport
1501 Aviation Way
Augusta, Georgia 30906

Subject: Taxiway F Reconstruction

Dear Mr. Judon:

The Augusta Procurement Department has publicly Bid the Plans and Specifications for the proposed reconstruction of Taxiway F (IFB #24-203). Bids were opened and read publicly on June 13, 2024, 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 C.W. Matthews Contracting headquartered in Marietta, GA, Independence Excavating, Inc. headquartered in Independence, OH, Summers Concrete Contracting headquartered in Hahira, GA, Reeves Construction headquartered in Augusta, GA, ER Snell Contractor headquartered in Snellville, GA, and Precision 2000 headquartered in Atlanta, GA.

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 the Consultant (Mead & Hunt) to the Augusta Regional Airport and the Augusta Procurement Department prior to recommending award to the apparent low-bid contractor.

Based upon our review of the preferred option (Concrete Taxiway with Asphalt Shoulders), the base bid submitted by CW Matthews (\$8,128,445.19), was 22% higher than the Engineer's estimate (\$6,656,659.90) while also exceeding the original \$7,000,000 budget. The difference between these costs can be attributed to a few items.

Within the Engineer's estimate, the Mobilization and Airfield Safety & Security line items were based on a percentage of the base bid, not the base bid plus bid option 1A/1B and 2A/2B. The engineer's estimate was developed to not have a pre-determined option shown within the estimate itself. When factoring the bid options into the base bid, CW Matthews numbers are accurate compared to the entire cost of the project.

In addition to this factor, within the A/E industry, construction prices are still in flux compared to previous years due to supply chain issues, oils/gas costs, labor shortages, etc. In order to address these concerns, Contractor's must try to account for unknown issues within a climate of uncertainty. These factors are reflected across all bids received for this project and can be seen, for example, directly in the underdrain (PVC) and electrical line items.

After reviewing and evaluating the unit prices associated with the various construction line items, the costs associated seem to fall within the current market averages seen across the region and country in similar projects, with multiple being at or below the engineer's estimate.

Because this project is proposed to be funded via a Federal Grant, it should be noted, that the bids received for this project have been provided to the Federal Aviation Administration (FAA) for their review and comment. In doing so, the two apparent low bids for both options were discussed in additional detail with the FAA prior to grant submittal. The discussion centered on the preferred alternative to consider and if funds were available to cover additional costs exceeding the original \$7,000,000 budget.

Should you have any questions, please feel free to contact us.

Sincerely,

MEAD & HUNT, INC.



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 Giles, Augusta Regional Airport

Augusta Blueprint & Microfilm, Inc.

#24-203 Taxiway F Reconstruction for Augusta, GA - Augusta Regional Airport

Planholders List

Set #	Received By	Delivered	Shipped	Picked-Up /Email	Address	Phone	Fax #
1	E.R. Snell Contractor, Inc.			X	1785 Oak Road Snellville, GA 30078 kpollard@ersnell.com	770-985-0600	
2	Reeves Construction Company			X	1 APAC Industrial Way Augusta, GA 30907 bcooper@reevescc.com	706-832-4008	706-731-8620
3	C.W. Matthews Contracting Co.,		X		1600 Kenview Drive Marietta, GA 30060 mikek@cwmatthews.com	770-422-7520	770-422-9361
4	Independence Excavating, Inc.				5720 E Schaaf Road Independence, OH 44131 bids@indexc.com	440-488-4428	216-674-8576
5	Summers Concrete Contracting, Inc.				5538 Coppage Road Hahira, GA 31632 summersoffice@windstream.net	229-794-1023	229-794-1218
6	Precision 2000, Inc				2215 Lawson Way Atlanta, GA 30341 jsalcedo@precision2k.com	470-568-4405	
7	Precision Approach, LLC				874 Harmony Road Eatonton, GA 31024 srgreen@precisionapproach.org	706-485-7201	
8	Piedmont Mining, LLC				815 North Main Street Wrens, GA 30833 wmcdaniel@piedmontminingllc.com	706-825-7707	706-547-6553



Commission Meeting

September 17, 2024

Historic Preservation Ordinance, Bylaws and Guidelines

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve instructing the Planning and Development Department to review and offer amendments to the Historic Preservation Ordinance, Bylaws and Guidelines as it pertains to appeals. (Requested by Commissioner Sean Frantom)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Commissioner Sean Frantom
Sent: Thursday, September 5, 2024 9:16 AM
To: Lena Bonner
Subject: Agenda item

Ms. Bonner,

Please add the following agenda item as an addendum since I am 15 minutes late.

Motion to approve instructing the Planning and Development to review and offer amendments to the Historic Preservation Ordinance, Bylaws and Guidelines as it pertains to appeals.

Thank you,
Sean

Get Outlook for iOS

This e-mail contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. The City of Augusta accepts no liability for the content of this e-mail or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. Any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the City of Augusta. E-mail transmissions cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the content of this message which arise as a result of the e-mail transmission. If verification is required, please request a hard copy version.
AED:104.1



Meeting Name: Public Services

Meeting Date: September 10, 2024

Item Name: FY2026 5311 Rural Grant Application Resolution

Department: Augusta Transit

Presenter: Sharon Dottery

Caption: A motion to renew the Sec. 5311 Rural Transit grant application between the Georgia Department of Transportation (GDOT) and Augusta, Georgia for July 1, 2025, to June 30, 2026.

Background: The Augusta-Richmond County Commission annually approves Augusta Transit’s Sec. 5311 Rural Transit grant application for providing rural transportation service to the citizens of Augusta-Richmond County.

Analysis: The renewal of this contract will allow Augusta Transit to continue providing Rural transportation service to the citizens of Rural Augusta-Richmond County.

Financial Impact: The project will be funded 50/50 Operational Cost.

Operations 50/50 Split Federal	<u>\$141,975.00</u>	Local	<u>\$141,975.00</u>
	\$141,975.00		\$141,975.00
Grand Total	\$283,950.00		

Alternatives: Deny request.

Recommendation: Approve the submission of the grant application.

Funds are available in the following accounts: Rural Transit Budget for 07/1/25 and 06/30/26. In 2025 budget 54609-1120 and 54709-1120.

REVIEWED AND APPROVED BY: N/A

Part C: Authorizing Resolution

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

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

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

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

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

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

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

1. That the Designated Official Garnett L. Johnson, Mayor, hereinafter referred to as the "Official, is authorized to execute and file an application on behalf of Augusta, GA dba Augusta-Richmond County with the Georgia Department of Transportation, to aid in the purchase of bus transit vehicles and/or the planning, development, and construction of bus transit-related facilities pursuant to Section 5311 of the Federal Transit Act.
2. That the Official is authorized to execute and file such application and assurances, or any other document required by the U.S. Department of Transportation and the Georgia Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.
3. That the Official is authorized to execute and file all other standard assurances, or any other document required by the Georgia Department of Transportation or the U.S. Department of Transportation in connection with the application for public transportation assistance.
4. That the Official is authorized to execute grant contract agreements on behalf of the Applicant with the Georgia Department of Transportation.
5. That the Official is authorized to set forth and execute Minority Business Enterprise, DBE (Disadvantaged Business Enterprise) and WBE (Women Business Enterprise) policies and procedures in connection with the project's procurement needs as applicable.

- 6. That the applicant while making application to or receiving grants from the Federal Transit Administration will comply with FTA Circular 9040.1G, FTA Certifications and Assurances for Federal Assistance 2024 as listed in this grant application and General Operating Guidelines as illustrated in the Georgia State Management Plan.
- 7. That the applicant has or will have available in the General Fund the required non-federal funds to meet local share requirements for this grant application.

APPROVED AND ADOPTED this _____ day of _____, 2024.

Signature of Authorized Official

Garnett L. Johnson, Mayor

Name and Title of Authorized Official

Signed, sealed, and delivered this _____ day of _____, 2024 in the presence of

Witness

Notary Public/Notary Seal

CERTIFICATE

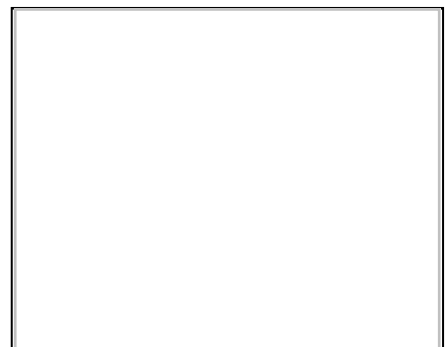
The undersigned duly qualified and acting Clerk Of Commission of _____

Augusta, GA dba Augusta-Richmond County
_____ (Title of Certifying/Attesting Official) (Applicant's Legal Name) certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on

_____, 2024.

Name of Certifying/Attesting Officer

Title of Certifying/Attesting Officer



SECTION 5311 - RURAL TRANSIT BUDGET For Contract period: July 01, 2025 - June 30, 2026

Item 15.

Subrecipient: Richmond County

District: 2

Date: 8/26/2024

State Budget Year: SFY 2026

Operating Period: 1-Jul-2025 To: 30-Jun-2026

Administrative Budget		Cost	Operating Budget		Cost	Capital Budget		Qty	Cost/Each
5011 A	Director Salary	\$13,428.00	5011 O	Driver Salary	\$92,030.00		Ford Transit 150 w/lift		
5011 A	Supervisor Salary	\$13,743.00	5011 O	Dispatcher Salary	\$14,760.00		Shuttle Van		
5011 A	Bookkeeper Salary	\$12,150.00	5011 O	Mechanic Salary	\$4,000.00		Shuttle Van / Lift		
5011 A	Secretary Salary	\$11,520.00	5015 O	Fringe Benefits (Operating)	\$8,009.00		Shuttle Bus**		
5015 A	Fringe Benefits (Administrative)	\$4,122.00	5015 O	Uniforms			Shuttle Bus / Lift**		
5020 A	Marketing		5020 O	Maintenance and Repair	\$7,500.00		3"- 6" Lettering		
5020 A	Drug & Alcohol Testing	\$720.00	5031 O	Fuel	\$57,071.00		Option 4 (2 color full logo		
5020 A	Audit	\$900.00	5032 O	Tires & Tubes	\$3,800.00		Mobile Radio		
5020 A	Rental Expenses/Equipment Rental		5039 O	Auto Parts/Vehicle Supplies	\$4,400.00		Base Radio		
5039 A	Office Supplies	\$360.00	5060 O	Taxes			Computer Hardware		
5040 A	Utilities/Communications	\$473.00	5090 O	Misc.	\$4,320.00		Roof Hatch		
5050 A	Vehicle Insurance	\$27,900.00	5101 O	Purchased Transportation			Bike Rack		
5060 A	Vehicle Licensing	\$45.00					Surveillance Systems		
5090 A	Travel/Dues						Tablets		
5090 A	Indirect Expenses						Mobility Management		
5090 A	Training	\$2,700.00					Other: Software Module		
							Other: Add Description		
							Other: Add Description		
Administrative Total		\$88,061.00	Operating Total		\$195,890.00	Capital Total		0	

Net Operating Summary

Administrative Total / Ratio	\$88,061.00	31.01%	**Note: Shuttle Buses Require CDL w/passenger endorsement 6" Lettering is a "MANDATORY" cost per vehicle and must equ total number of vehicles if selected
Operating Total / Ratio	\$195,890.00	68.99%	
Total Operating Budget		\$283,951.00	
4200.1 LESS: NON-Eligible Contract Revenue from other FTA Grants			

List below vehicles requesting to be replaced:

Public Transportation Budget \$283,951.00

Vehicle # Mileage

Item 15.

Net Operating Total \$283,951.00

Budget Summary

	Totals	Federal	State	Local
Operating Budget Total	\$283,951.00	\$141,975.00		\$141,975.00
4130 Advertising Revenue				
4300 ELIGIBLE LOCAL TAX AS LEVIED				
4300 OTHER ELIGIBLE FEDERAL CASH GRANTS				
4300 OTHER ELIGIBLE REVENUE				
Capital Budget Total	\$0.00	\$0.00	\$0.00	\$0.00
Budget Grand Total	\$283,951.00	\$141,975.00	\$0.00	\$141,975.00

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

Mileage

--



Commission Meeting

October 1, 2024

Plan Review Readers

Department:	N/A
Presenter:	N/A
Caption:	Update on Plan Review Readers for the Augusta Planning Department. (Requested by Commissioner Wayne Guilfoyle)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Administrative Services Committee

Meeting Date: September 24, 2024

Emergency – Charles B. Webster Detention Center MRI Remediation

Department:	Central Services Department
Presenter:	Ron Lampkin
Caption:	Receive as information the emergency request for MRI (moisture-related issues) remediation at the Charles B. Webster Detention Center in the amount of \$237,328.00 by ACC Restoration, LLC.
Background:	Due to high levels of moisture, several pods within the Charles B. Webster Detention Center were found to require MRI (moisture related issue) remediation. As per CDC recommendations, good air quality needs to be maintained in this facility to reduce the spread of communicable diseases and ensure the health and safety of all inmates and staff. To correct the current situation, MRI remediation followed by the restoration of the facility must take place.
Analysis:	ACC Restoration is performing the remediation and the restoration of the facility.
Financial Impact:	\$237,328.00; 272-01-6213/53.19120
Alternatives:	A – Receive as information B – Do not receive as information
Recommendation:	Receive as information the emergency request for MRI (moisture-related issues) remediation at the Charles B. Webster Detention Center in the amount of \$237,328.00 by ACC Restoration, LLC.
Funds are available in the following accounts:	\$237,328.00; 272-01-6213/53.19120



Central Services Department

Ron Lampkin, Interim Director
Scarlet Green, Business Analyst

2760 Peach Orchard Road, Augusta, GA 30906
(706) 828-7174 Phone (706) 796-5077 Fax

MEMORANDUM

TO: Geri Sams, Director, Procurement Department

FROM: ~~Ron Lampkin, Interim Director, Central Services Department~~
[Signature]

DATE: September 3, 2024

SUBJECT: Emergency Memo – Charles B. Webster MRI Remediation

In accordance with §1-10-57 Emergency Procurements, we respectfully ask you to accept this communication as notification of an emergency at the Charles B. Webster Detention Center relating to MRI remediation.

Due to high levels of moisture, several pods within the Charles B. Webster Detention Center were found to require MRI (moisture related issues) remediation. As per CDC recommendations, good air quality needs to be maintained in this facility to reduce the spread of communicable diseases and ensure the health and safety of all inmates and staff. In order to correct the situation, ACC Restoration was deemed qualified to perform the necessary MRI remediation, demo and restoration of the affected areas.

Please process a purchase order to ACC Restoration in the amount of \$237,328.00 for the MRI remediation, demo and restoration.

If you have any questions or concerns, please contact the Central Services Department.

RL/mcrr

**AUGUSTA-RICHMOND COUNTY GEORGIA
PURCHASING DEPARTMENT
REQUISITION**

REQUISITION:

REQUISITION DATE: 9/3/2024

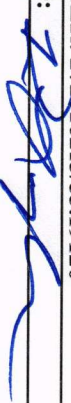
PURCHASE ORDER NUMBER:

PURCHASE ORDER DATE:

Item 17.

ITEM NAME: Central Services Department

ITEM NUMBER: 272016213/53.19120

DEPARTMENT HEAD: 

VENDOR		NAME OF BIDDER	
PHONE NUMBER	(706) 305-8396	NAME OF BIDDER	ACC Restoration
QUOTED BY	Mechelle Griffin	NAME OF BIDDER	Mechelle Griffin

ITEM NO	DESCRIPTION	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	MRI REMEDIATION: AIR SCRUBBERS & DEHUMIDIFIER RENTAL, MRI CONTAMINATED SHEETROCK REMOVAL, REMOVAL OF DAMAGED CEILING TILES, INSULATION & HEAVY DUST ACCUMULATION REMOVAL, SPORE CONTAINMENT IN HEPA VAC FILTERS, DUMPSTER 19 LOADS, SECURITY, REBUILD: INSTALL NEW DRYWALL, CEILING TILES, INSULATE A/C PIPES & PAINTING (INTAKE AREA)	1	\$237,328.00	\$237,328.00				
2								
3	*Emergency							
4	Invoice #082004							
5	Charles B. Webster Detention Center MRI Remediation and Demo							
7	Funding is available in the following account:							
8	272016213/53.19120							
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
TOTAL BID				\$237,328.00				
SHIPPING CHARGES								
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER								

ACC RESTORATION

LET US MAKE YOU DISASTER FREE

**INVOICE**

3026 DEANS BRIDGE RD
 AUGUSTA GA 30906
 Phone 706-3036-9494 | Fax 706-723-1784
 info@goaccdisaster.com | www.goaccrestoration.com

INVOICE # 082004
DATE 8/20/24

TO
 TIMOTHY HOWARD
 FACILITIES MAINTENANCE MANAGER
 CHARLES B WEBSTER DETENTION CENTER
 1941 PHINIZY RD
 AUGUSTA GA 30906
 Phone 706-305-8396 | thoward@augustaga.gov

FOR MOLD REMEDIATION AND DEMO
P.O. # _____

Description	Amount
MOLD REMEDIATION	
AIR SCRUBBERS' RENTAL	
DEHUMIDIFIERS RENTAL	
MRI CONTAMINATED SHEETROCK REMOVAL	
REMOVAL OF DAMAGED CEILING TILES IN AFFECTED AREAS	
MRI CONTAMINATED INSULATION REMOVAL	
REMOVAL OF HEAVY DUST ACCUMILATION ON WALLS & CEILINGS (ALL AREAS)	
MOLD SPORE CONTAINMENT IN HEPA VAC FILTERS (WALLS, CEILINGS, & FLOORS)	
DUMPSTER 19 LOADS	
SECURITY (\$40/HR)	
REBUILD	
INSTALL NEW DRYWALL IN DAMAGED AREAS	
INSTALL CEILING TILES IN REMOVED AREAS	
INSULATE A/C PIPES IN PROBLEM AREAS OF FACILITY	
PAINTING (INTAKE AREA)	
Total	\$237,328.00

Make all checks payable to ACC RESTORATION

Payment is due within 30 days.

If you have any questions concerning this invoice, contact Mechelle | 706-306-9494 |
 m.griffin@goaccdisaster.com

THANK YOU FOR YOUR BUSINESS!

Katie Cornelius

From: Darrell White
Sent: Tuesday, August 13, 2024 1:10 PM
To: Katie Cornelius
Cc: Geri Sams; Audrey Sutton; Nancy M. Williams; Ron Lampkin; Maria Rivera-Rivera; Arlene New; Scarlet Green
Subject: RE: Emergency Request - Charles B. Webster MRI Remediation

Please proceed with this request.

From: Katie Cornelius <KCornelius@augustaga.gov>
Sent: Tuesday, August 13, 2024 11:30 AM
To: Darrell White <DWhite2@augustaga.gov>
Cc: Geri Sams <gsams@augustaga.gov>; Audrey Sutton <ASutton@augustaga.gov>; Nancy M. Williams <NWilliams@augustaga.gov>; Ron Lampkin <RLampkin@augustaga.gov>; Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Arlene New <anew@augustaga.gov>; Scarlet Green <SGreen@augustaga.gov>
Subject: Emergency Request - Charles B. Webster MRI Remediation
Importance: High

Good morning,

This communication serves as notification of an emergency at the following location:

- Charles B Webster Detention Center
 - Due to recent high levels of moisture, several pods within the facility require MRI (moisture related issues) remediation. It is of utmost importance that the remediation take place to prevent a health and safety risk to both inmates and staff within the facility.

We are requesting approval to proceed with ACC Restoration on an emergency service call to assess and correct this situation.

Thank you,
Katie

Katie Cornelius | Administrative Assistant
Augusta – Richmond County | Central Services Department
 2760 Peach Orchard Rd | Augusta, Georgia 30906
 (p) 706-312-4152
KCornelius@augustaga.gov | www.augustaga.gov



 Augusta
 GEORGIA

This e-mail contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. The City of Augusta accepts no liability for the content of this e-mail or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. Any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the City of Augusta. E-mail transmissions cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the content of this message which arise as a result of the e-mail transmission. If verification is required, please request a hard copy version.

AED:104.1

Katie Cornelius

From: Ron Lampkin
Sent: Tuesday, September 3, 2024 9:15 AM
To: Scarlet Green; Katie Cornelius
Cc: Maria Rivera-Rivera
Subject: FW: [EXTERNAL] Webster Detention Center Invoice

Please see account number below for work at CBWDC for ACC Restoration.

Ron Lampkin | Interim Director
Augusta - Richmond County | Central Services Department
2760 Peach Orchard Rd | Augusta, Georgia 30906
(p) 706-821-2300 | (c) 706-513-2109
rlampkin@augustaga.gov | www.augustaga.gov



From: Timothy Schroer <tschroer@augustaga.gov>
Sent: Friday, August 30, 2024 6:09 PM
To: Ron Lampkin <RLampkin@augustaga.gov>; Veronica M. Freeman <VFreeman@augustaga.gov>
Cc: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Geri Sams <gsams@augustaga.gov>
Subject: RE: [EXTERNAL] Webster Detention Center Invoice


Fund have been budgeted.

Ledger: GL
Report Date: 08/30/2024
Fund: 272 Capital Outlay

GL Budgets and Actuals with Encumbrances

Fiscal Year: 20
Fiscal Period:
Budget Version: P

Object	Description	Budget	Actual	Encumbrance	Balance
Org. Key:	272016213 B & G - CBW Detention				
Director:	DOUSE				
Report To:					
5319120	R & M - Building	237,330.00	0.00	0.00	237,330.00
	Revenue & Transfers In:	0.00	0.00	0.00	
	Expenditure and Transfers Out:	237,330.00	0.00	0.00	237,330.00
	Net:	-237,330.00	0.00	0.00	-237,330.00
<hr/>					
Grand Total (RV & TI) by Fund: 172		0.00	0.00	0.00	
Grand Total (XP & IO) by Fund: 172		237,330.00	0.00	0.00	237,330.00
	Net:	-237,330.00	0.00	0.00	-237,330.00

Timothy E. Schroer, CPA, CGMA 
Deputy Director – Finance

Augusta Richmond County Georgia | 535 Telfair St., Suite 800 | Augusta, GA 30901
✉ tschroer@augustaga.gov | 📞 Office: (706) 821- 1741 | 📠 Fax: (706) 821- 2520

From: Takiyah A. Douse <TDouse@augustaga.gov>
Sent: Friday, August 30, 2024 3:35 PM
To: Ron Lampkin <RLampkin@augustaga.gov>; Veronica M. Freeman <VFreeman@augustaga.gov>
Cc: Timothy Schroer <tschroer@augustaga.gov>; Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Geri Sams <gsams@augustaga.gov>; Donna Williams <DWilliams@augustaga.gov>; Richard Roundtree <RRoundtree@augustaga.gov>; Natascha Dailey <NDailey@augustaga.gov>
Subject: Re: [EXTERNAL] Webster Detention Center Invoice

Ms. Freeman, thanks for checking. It is appreciated.

Mr. Schroer, please forward the account information to Mr. Lampkin for processing.

TAD

From: Ron Lampkin <RLampkin@augustaga.gov>
Sent: Friday, August 30, 2024 1:59:42 PM
To: Veronica M. Freeman <VFreeman@augustaga.gov>; Takiyah A. Douse <TDouse@augustaga.gov>



Administrative Services Committee Meeting

Meeting Date:

2024 – Marshal Charger

- Department:** Central Services – Fleet Management
- Presenter:** Ron Lampkin; Interim Central Services Director
- Caption:** Motion to approve the purchase of one Dodge Police Charger at a total cost of \$35,813 from Thomson Motor Center for the Richmond County Marshals Office.
- Background:**

The Richmond County Marshals Office is requesting the purchase of one Dodge Police Charger to replace asset #209087, 2009 Chevrolet Impala that meets the replacement criteria with the mileage of 132,929.

The vendor, Thomson Motor Center, informed Fleet Management that the Dodge manufacturing would not release the new pursuit vehicle until early 2025; however, the vendor has stock inventory of a 2023 Dodge Pursuit Charger available for purchase. The vendor requested a “Letter of Intent to Purchase” to hold the vehicle needed for the Richmond County Marshals Office. The LOI prioritizes Augusta Richmond County’s vehicle purchase and guarantee pricing. Once Commission has approved the order, Fleet Management will acquire the purchase order and submit to the vendor for securing the asset purchase.
- Analysis:** The Procurement Department issued a LOI (Letter of Intent) to secure the purchase of one Dodge Police Charger at a total cost of \$35,813.
- Financial Impact:** Funding in the amount of \$35,813 is available in the following SPLOST 8 Public Safety Vehicles account:
 - 330-03-1310/222-03-9004/54-22110 - \$35,813
- Alternatives:** (1) Approve (2) Do not approve
- Recommendation:** Motion to approve the purchase of one Dodge Police Charger at a total cost of \$35,813 from Thomson Motor Center for the Richmond County Marshals Office.
- Funds are available in the following accounts:** 330-03-1310/222-03-9004/54-22110
- REVIEWED AND APPROVED BY:** N/A



Procurement Department

Mrs. Geri Sams, Director

LETTER OF INTENT TO PURCHASE ONE (1) VEHICLE FROM THOMSON MOTOR CENTER

This letter of intent dated, August 14, 2024, is to inform you that the Central Services Department – Fleet Management Division has concluded that we intend to purchase: one (1) Dodge Pursuit Charger for the Marshal’s Offices.

- 1. **Buyer:** Augusta, Georgia – Central Services Department: Fleet Management Division
- 2. **Seller:** Thomson Motor Center: 2158 Washington Road, NE, Thomson GA 30824
- 3. **Vehicles Total Purchase Price:** \$35,813.00 as listed below:
 - a. One (1) Vehicle – Marshal’s Office – Pursuit Charger at \$35,813.00

The specific specifications and pricing information for these purchases are attached.

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

Respectfully submitted,

Gerri A. Sams
Director of Procurement

Attachments: Vehicles Purchase Price /Specifications





Central Services Department

Item 18.

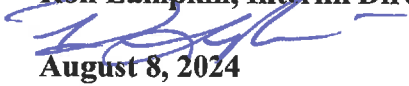
Ron Lampkin, Interim Director
Laquona Sanderson, Fleet Manager

2760 Peach Orchard Road, Augusta, GA 30906
(706) 821-7174 Phone (706) 796-5077 Fax

MEMORANDUM

00 9 PM 4:28

TO: Geri Sams, Director, Procurement Department

FROM: ~~Ron Lampkin, Interim Director, Central Services Department~~


DATE: August 8, 2024

SUBJECT: Request to Purchase one Dodge Charger from Thomson Motor Center

On behalf of the Richmond County Marshals Office, Central Services - Fleet Management request to purchase one Dodge Charger Durango from Thomson Motor Center for \$35,813.

The vendor, Thomson Motor Center, informed Fleet Management that the Dodge manufacturing would not release the new pursuit vehicle until early 2025; however, the vendor has stock inventory of a 2023 Dodge Pursuit Charger available for purchase. The vendor is requesting a "Letter of Intent to Purchase" to hold the vehicle needed for the Richmond County Marshals Office. The LOI will prioritize Augusta Richmond County vehicle purchase and guarantee pricing. Once Commission has approved the order, Fleet Management will acquire the purchase order and submit to the vendor for securing the asset purchase.

Please approve LOI in total amount of \$35,813 to Thomson Motor Center. Thank you for your assistance. Please contact Fleet Management with any questions or concerns.

RL/kb

THOMSON

Item 18.



Mac McAlister Fleet Manager
 2158 Washington Road NE, Thomson GA 30824
 Office: 706-986-5714 Cell:706-699-1624

7/3/2024

Buyer:	AUGUSTA GEORGIA
	KAYCEE BRASWELL
Phone:	
Fax:	

Cell:	
Phone:	
Fax:	

Make:	DODGE
Model:	CHARGER SXT AWD
Year:	2023
Color:	WHITE
VIN:	2C3CDXJG0PH683849
Stock #:	23775
Mileage:	

Make:	
Model:	
Year:	
Color:	
VIN:	
Stock #:	
Mileage:	
ACV:	

MSRP \$40,020.00

Sale Price \$33,020.00

Options Included		
3.6L V6 24V VVT Engine	8-Spd Auto 850RE Trans	included in price
Houndstooth Cloth Sport Seat		included in price
		included in price
		included in price
Available Options		
Options Total		

Sub Total	\$33,020.00
DOC	
Tag	
Units	1
Balance Due	\$33,020.00

Manager Mac McAlister

Customer _____

DODGE CHARGER SXT ALL-WHEEL DRIVE

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL, INCLUDING DEALER PREPARATION

Base Price: **\$38,330**

DODGE CHARGER SXT AWD
 Exterior Color: Black
 Interior Color: Black
 Interior: Houndstooth Cloth Sport Seat
 Engine: 3.6L V6 24V VVT Engine
 Transmission: 8-Speed Automatic 850RE Transmission
STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)
 FUNCTIONAL/SAFETY FEATURES

*Last Call™ Underhood Plaque
 300-HP Power Rating
 Bi-Function LED Projector Headlamps
 Sport Mode
 Advanced Multilayer Front Air Bags
 Supplemental Front Seat-Mounted Side Air Bags
 Supplemental Side-Curtain Front and Rear Air Bags
 Active Head Restraints
 ParkSense® Rear Park-Assist System
 ParkView® Rear Back-Up Camera
 Dodge Clean Air System
 Active Transfer Case with Front Axle Disconnect
 Normal-Duty Suspension
 Anti-Lock 4-Wheel Disc Performance Brakes
 3.07 Rear Axle Ratio
 Remote-Start System
 Push-Button Start
 Electronic Stability Control
 Electric Power Steering
 Tire Pressure Monitoring Display
 Sentry Key® Theft Deterrent System

INTERIOR FEATURES
 140-MPH Primary Speedometer
 Leather-Wrapped Steering Wheel
 Dodge Performance Pages
 Uconnect® 4C with 8.4-inch Touch Screen Display
 SiriusXM® with 6-Month Radio Sub Call 800-649-2112
 SiriusXM Guardian™ Connected Services w/ 1-Yr Trial
 4G LTE Wi-Fi Hot Spot
 Apple CarPlay®
 Google Android Auto™
 Integrated Voice Command
 6 Premium Alpine® Speakers
 2TB-Watt Amplifier

9-Way Power Driver Seat
 Rear 60/40 Folding Seat
 Steering-Wheel-Mounted Audio Controls
 Tri-Function Telescopic Steering-Column
 Media Hub with 2 USB and Auxiliary Port
EXTERIOR FEATURES
 19-Inch x 7.5-Inch Satin Carbon Wheels
 235/55R19 BSW All-Season Performance Tires
 Gloss-Black Grille with Gloss-Black Crossrafs
 LED Daytime Running Lamps
 Front LED Fog Lamps
 Dual Bright Exhaust Tips

OPTIONAL EQUIPMENT (May Replace Standard Equipment)
 Triple Nickel Exterior Paint
 Customer Preferred Package 29G

Destination Charge **\$1,595**

TOTAL PRICE: * \$40,020

WARRANTY COVERAGE
 5-year or 60,000-mile Powertrain Limited Warranty.
 3-year or 36,000-mile Basic Limited Warranty.
 Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

5 Year / 60,000 Mile Powertrain Warranty

SHIP TO: SLOTO

S.L. 1031-4

Assembly Point of Entry: BRAMPTON, ONTARIO, CANADA
 VIN: 2C3CDXG6PH683849 LA-JONC 8063

THIS LABEL IS ADDED TO THE VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.
 *STATE AND/OR LOCAL TAXES IF ANY, LICENSE AND TITLE FEES AND DEALER SERVICE AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THE PRICE. DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.

1031-4

For more information visit: www.dodge.com
 or call 1-800-4ADODGE

FCA US LLC

Fuel Economy and Environment

Fuel Economy These estimates reflect new EPA methods beginning with 2017 models. Large cars range from 14 to 161 MPGe. The best vehicle rates 132 MPGe.

21 MPG combined city/hwy
18 city
27 highway
4.8 gallons per 100 miles

Annual fuel COST
\$2,100

Fuel Economy & Greenhouse Gas Rating (tailpipe only)



This vehicle emits 415 grams CO2 per mile. The best emits 0 g CO2 per mile. (tailpipe only). Producing and distributing fuel also creates emissions, learn more at fueleconomy.gov.

fueleconomy.gov
 Calculate personalized estimates and compare vehicles

Actual results will vary for many factors, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and cost \$8,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.95 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash ★★★★★
 Driver Passenger

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash ★★★★★
 Front seat Rear seat

Based on the risk of injury in a side impact.

Rollover ★★★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★) with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA) www.safercar.gov or 1-888-327-4236

The safety ratings above are based on Federal Government tests of particular vehicles equipped with certain features and options. The performance of this vehicle may differ.

Bumper Performance
 This vehicle is equipped with bumper systems that can withstand a frontal barrier impact speed of 2.5 miles per hour with no more damage than allowed by the Federal bumper standard. The Federal bumper standard for damage to the bumpers and absorbing hardware and specifies barrier tests to be conducted at 2.5 miles per hour.

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 70%
MAJOR SOURCES OF FOREIGN PARTS CONTENT:

MEXICO: 18%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:

FINAL ASSEMBLY POINT:
BRAMPTON, ONTARIO, CANADA

COUNTRY OF ORIGIN:
ENGINE: UNITED STATES

TRANSMISSION: UNITED STATES



VEHICLE PROTECTION
 A PRODUCT OF FCA US LLC

Ask for Mopar Vehicle Protection for your vehicle. We Built It. We Best It.



QR Code
 for
 MoparPhone

WEST WARNING EQUIPMENT SALES & SERVICE, LLC

QUOTE

115 SAND BAR FERRY ROAD
AUGUSTA, GA 30901

Phone # 706-855-6916

Date	Quote #
8/8/2024	8039

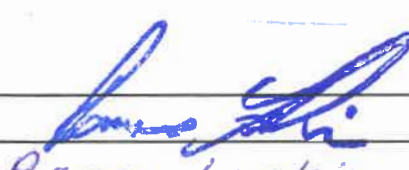
Name / Address
FIRSTVEHICLE-TRANSDEV US ATTN: ACCOUNTS PAYABLE 720 E. BUTTERFIELD RD STE 300 LOMBARD IL 60148

Qty	Item	Description	Rate	Total
		ADMIN PKG- 2023 CHARGER W/ NENNO CONSOLE RICHMOND COUNTY		
2	SOU-PMP2WSSSB	SOUND OFF PMP2WSSSB WINDOW SHROUD KIT FOR SINGLE 4" MPOWER W/STUD MOUNT	20.00	40.00
2	SOU-EMPS2STS3B	SOUND OFF EMPS2STS3B MPOWER 4" STUD MOUNT-SINGLE COLOR BLUE	125.00	250.00
1	FEN-FS-0416-B	FENIEX FS-0416-B S SERIES 400 LIGHTSTICK ALL BLUE	279.00	279.00
2	FEN-FN-4016	FENIEX FN-4016 FUSION L BRACKET	15.00	30.00
1	NEN-0623CHGDEL...	NENNO 6-23 CHARGER POLICE DELUXE BLACK CENTER CONSOLE W/ EQZ PLATE	415.00	415.00
1	FEN-C-4017	FENIEX C-4017 TYPHOON FULL FUNCTION SIREN/CONTROLLER	300.00	300.00
1	FEN-S-2009	FENIEX S-2009 TRITON 100W SPEAKER	135.00	135.00
1	ABL-140553	TRIPLE OUTLET	39.00	39.00
1	TINT-LABOR	WINDOW TINT W/ 6" STRIP	190.00	190.00
1	5LB - 25614	5LB FIRE EXTINGUISHER W/ VEHICLE BRACKET	65.00	65.00
1	LABOR	LABOR TO INSTALL ABOVE & CONNECT FACTORY WIG WAG FUNCTIONS	1,050.00	1,050.00

This Quote is an offer by West Warning Equipment to purchase Goods and/or provide Services (as applicable) to the recipient of this quote in accordance with the specifications stated herein. This Quote is not binding or accepted until the recipient supplies West Warning Equipment with a purchase order for the quoted goods and/or services. Commencement of purchasing goods and/or providing services will occur once both parties agree upon a date. Quoted Prices are good for 30 days.

Sales Tax (8.0%)	\$0.00
Total	\$2,793.00

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

Asset Information	
Department Name: <u> Marshal </u>	Date: <u> 21-Aug-24 </u>
Org Key: <u> 101-02-2610 </u>	
Vehicle Description: <u> 09 Chevrolet Impala </u>	Asset Number: <u> 209087 </u>
Assigned Use:	The vehicle was assigned to an employee of the Richmond County Marshals Office to travel for meetings, court hearings, and trainings.
Signature of Director/Elected Official: 	
Name of Director/Elected Official: <u> Ramone Lampkin </u>	
Purchase Date: <u> 8/26/2009 </u>	
Purchase Price: <u> \$20,719.00 </u>	
Current Mileage: <u> 132,939 </u>	<u> N/A </u>
	Current Hours: _____
Replacement Criteria Scoring	
	Score Details
Miles/Hours	<u> 13 </u> _____
Type of Service	<u> 3 </u> _____
M&R Cost	<u> 3 </u> <u> 54% OR \$11,145.17 </u>
Reliability	<u> 3 </u> <u> 2 previous accidents </u>
Condition	<u> 3 </u> _____
Total Score	<u> 25 </u> _____
Fleet Manager Recommendation:	
The mileage is 132,939 and the potential replacement mileage is 125K according to the Fleet Management Operations, Maintenance and Replacement Policy, 3.02. The department has determined that the vehicle cannot be used for any other division and will need to be sold on auction.	
Planned Replacement Year: _____	<u> 2024 </u>
Funding Source: _____	<u> SPLOST VIII </u>
Fleet Manager Approval: <u> Laguana Sanderson </u>	
Name of Fleet Manager: <u> Laguana C. Sanderson, Fleet Manager </u>	
Central Services Director Approval: _____	
Name of Director: <u> Ron Lampkin, Interim Central Services Director </u>	



Administrative Services Committee Meeting

Meeting Date:

2024 – SWC Ford PHEV Escape

- Department:** Central Services – Fleet Management
- Presenter:** Ron Lampkin; Interim Central Services Director
- Caption:** Motion to approve utilizing state contract (#SWC 99999-SPD-ES40199373-002) for the purchase of one 2025 Ford PHEV Escape, at a total cost of \$44,224 from Allan Vigil Ford for the Procurement Department.
- Background:** The Procurement Department is requesting the purchase of one new Ford PHEV Escape to replace asset #208121, a 2008 Ford E150, that is used to deliver interoffice mail and print shop orders to various departments.
- The state contract holder, Allan Vigil Ford, informed Fleet Management that the Ford manufacture pricing for 2025 Ford PHEV Escapes is currently open and to place orders as soon as possible to ensure we meet the state pricing deadline. The vendor requested a LOI to potentially hold our order until the Augusta Commission has approved the purchase. Once approved, Fleet Management will acquire the purchase order and submit to the vendor for securing the asset purchase.
- Analysis:** The Procurement Department approved the request to utilize Georgia State Contract (#SWC 99999-SPD-ES40199373-002) awarded to Allan Vigil Ford via letter of intent to purchase the one 2025 Ford PHEV Escape at a total cost of \$44,224.
- Financial Impact:** Fleet Capital – GREEN AUGUSTA – (272-01-6440/54-25310)
Procurement – 2025 Ford PHEV Escape - \$44,224.00
- Alternatives** (1) Approve (2) Do not approve
- Recommendation:** Motion to approve utilizing state contract (#SWC 99999-SPD-ES40199373-002) for the purchase of one 2025 Ford PHEV Escape, at a total cost of \$44,224 from Allan Vigil Ford for the Procurement Department.
- REVIEWED** N/A
- AND**
- APPROVED BY:**



Procurement Department

Mrs. Geri Sams, Director

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

This letter of intent dated, **August 14, 2024**, is to inform you that the Central Services Department – Fleet Management Division has concluded that we intend to purchase: **one (1) 2025 PHEV Ford Escapes** for the below listed Departments, utilizing:

Statewide Contract Number: 99999-SPD-ES40199373-002
Vehicles: 2025 PHEV Ford Escapes
Contract: Effective Date: November 15, 2013 – Expiration Date: November 30, 2024

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

1. **Buyer:** Augusta, Georgia – Central Services Department: Fleet Management Division
2. **Seller:** Allan Vigil Ford: Fleet & Government Sales (Attn: Mike Brown)
6790 Mt. Zion Boulevard, Morrow, GA 30260
3. **Vehicle Total Purchase Price:** \$44,224.00
4. **Source:** Georgia Statewide Contract Number: **99999-SPD-ES40199373-002**

Vehicles to be purchased and Departments to receive vehicles:

# of Vehicles	Department	Division	Price
One (1)	Procurement Department	Print Shop	\$44,224.00

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

Respectfully submitted,

Geris A. Sams
Director of Procurement

Attachments: Vehicle Purchase Price /Specifications/Quotes



WEST WARNING EQUIPMENT SALES & SERVICE, LLC

Item 19.
QUOTE

115 SAND BAR FERRY ROAD
AUGUSTA, GA 30901

Phone # 706-855-6916

Date	Quote #
8/7/2024	8036

Name / Address
FIRSTVEHICLE-TRANSDEV US ATTN: ACCOUNTS PAYABLE 720 E. BUTTERFIELD RD STE 300 LOMBARD IL 60148

Qty	Item	Description	Rate	Total
		2024 ESCAPE		
1	5LB - 25614	5LB FIRE EXTINGUISHER W/ VEHICLE BRACKET	65.00	65.00
1	TINT-LABOR	WINDOW TINT-FULL VEHICLE W/ 6" STRIP	310.00	310.00
1	LABOR	LABOR TO INSTALL FIRE EXT	45.00	45.00

This Quote is an offer by West Warning Equipment to purchase Goods and/or provide Services (as applicable) to the recipient of this quote in accordance with the specifications stated herein. This Quote is not binding or accepted until the recipient supplies West Warning Equipment with a purchase order for the quoted goods and/or services. Commencement of purchasing goods and/or providing services will occur once both parties agree upon a date. Quoted Prices are good for 30 days.	Sales Tax (8.0%)	\$0.00
	Total	\$420.00

ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2025 Ford Escape FWD

Base Price

\$ 32,575.00

SWC #99999-SPD-ES40199373-002

Options	Price	Code
All wheel drive	2,150.00	U9G
Equipment included in Base price	Daytime running lights \$75.00	942
	Rear parking sensor 430.00	60S
1.5L Ecoboost Engine	Class II Trailer Tow pkg 765.00	536
8-Speed Automatic Transmission		
Center floor consol w/armrest		
Cruise Control		
Dual-Zone Climate control	Cargo Shade 235.00	47B
Cloth Seats (5 Passenger)	Cargo mat 200.00	50Q
8 way power drivers seat	Floor mats / Carpeted 230.00	50B
4 way manual passenger seat	Floor mats / all wheather 265.00	50C
Power lift gate		
17"shadow painted wheels	PHEV FWD 9,989.00	U0E
Co-pilot 360		
USB ports (1) front (1) rear		
Advance trac		
Airbags (all passenger and side curtain canopy)		
	Delivery \$ 150.00	
	Extra Key \$ 320.00	
	Tint/Fire Ext \$ 420.00	
	Total \$ 44,224.00	

Colors Available
Exterior Interior

Ebony Gray

- Z1 Oxford White
- UM Agate Black
- PQ Race Red
- JS Iconic Silver
- M7 Carbonized Gray

Added optional equipment _____

Other vendor added equipment _____

Delivery _____

Total \$ _____

FOB Allan Vigil Ford

Delivery: see Region Chart for pricing

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

Contact person _____

Department _____

Phone Number _____

Fax number _____

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

5/23/2023



Administrative Services Committee Meeting

Meeting Date: 09/24/2024

HCD_ MOU between McKie Hayes Enterprise (1) Approval Request

Department: HCD

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

Caption: Motion to approve Housing and Community Development Department’s (HCD’s) MOU between HCD and McKie Hayes Enterprise for the identification/development of up to ten (10) lots for affordable/workforce single-family housing new construction within the various areas of Augusta, GA.

Background: In December 2023, the Augusta Commission approved HCD to provide funding to McKie Hayes Enterprise, LLC to become a developer for the Turpin Hills area and support the construction of one (1) single family unit. They have successfully completed the unit at 1344 Swanee Quintet Blvd and is continuing to show interest in development throughout Augusta, Georgia. McKie Hayes Enterprise, LLC have pulled together a team of expert that are focused on providing development guidance, set up financial incentive program for homebuyers and created a marketing strategy to promote the overall effort.

This request involves the identification/development of up to ten (10) lots for single-family housing new construction.

Analysis: The approval of the MOU will allow for the identification/development of up to ten (10) lots within various communities in Augusta, GA.

Financial Impact: HCD will use HOME Investment Partnership (HOME) funds.

Alternatives: Do not approve HCD’s Request.

Recommendation: Motion to approve Housing and Community Development Department (HCD's) MOU between HCD and McKie Hayes Enterprise for the identification/development of up to ten (10) lots for affordable/workforce single-family housing new construction within the various areas of Augusta, GA.

Funds are available in the following accounts: Housing and Urban Development (HUD) Funds: HOME Investment Partnership Grant (HOME) funds.
HOME Funds: 22107 3212

REVIEWED AND APPROVED BY: Procurement
Finance
Law
Administrator
Clerk of Commission

Memorandum of Understanding

Augusta, Georgia Revitalization

“McKie Hayes Enterprise

This Memorandum of Understanding (“MOU”) is entered into on the _____ day of _____, 2024 by and between the Augusta, GA’s Housing and Community Development Department (HCD), and McKie Hayes Enterprise. HCD serves as the Augusta, GA’s manager and McKie Hayes Enterprise serves as a support services partner and an investor/developer partner.

The above named parties to this Memorandum of Understanding recognize the importance of facilitating developments within the Augusta, GA neighborhoods to include increasing homeownership opportunities for low to moderate income households as a joint, coordinated effort. This MOU and the accompanying program descriptions set forth the terms and conditions under which the parties express their intent to present and execute a comprehensive approach to achieving the goals of this initiative. It is expected that a signed Development Agreement will evolve from this MOU.

Part I. Structure and Purpose of Initiative

This local initiative will be known as the Augusta, GA Neighborhood Redevelopment Project Initiative (the “Initiative”). The greater Initiative is designed to facilitate the development of residential housing located on property currently owned by the Augusta, Georgia Land Bank Authority (AGLBA). Augusta, GA has concluded that it is beneficial to act as a team for the purpose of increasing homeownership and rental housing opportunities, as well as retaining the cultural and historic context that defines the Augusta, GA’s communities.

Part II. Partnership Goals

The goal of the Initiative is to continue McKie Hayes Enterprise as an investor/developer partnership which will:

- Foster comprehensive revitalization, in partnership, and the promotion of new single-family housing in communities.
- Increase affordable homeownership opportunity through approved participating lenders and use of financing assistance offered through HOME funds, various HUD programs and McKie Hayes investments.

- Foster the use of architecturally compatible building design that captures the character and history of the communities.
- Increase homeownership by providing targeted counseling and education to potential homebuyers.
- Conduct outreach activities to potential renters and homebuyers in the community to inform them of housing opportunities.
- Provide ongoing supportive (wraparound) services for homebuyers; and
- Build a model of partnership that can be replicated in other communities.

Part III. Responsibilities of the Parties

The parties will have the following responsibilities:

a. Investor/Developer Partner

- HCD to work with McKie Hayes Enterprise to identify up to ten (10) Single Family lots (Max of three units of construction at one time)
- HCD to work with McKie Hayes Enterprise to identify Affordable house plans for each identified lot
- HCD and McKie Hayes Enterprise to agree upon deal structure (land infusion, construction split, downpayment, etc.)
- HCD and McKie Hayes to identify financial sources (Augusta, Federal Home Loan Bank, Bank, Investors, Donors, etc.)
- Other

b. Support Services Partner:

- HCD and McKie Enterprise to define individual Mission Pillars as follows...
 - Mental Health and Wellness
 - Educational Attainment
 - Workforce Development and Entrepreneurship
 - Financial Literacy and Capability
- HCD and McKie Hayes to create an impactful Augusta, GA Support Service Wrapped Model that can be used as a Model and replicated for other communities across this Country
- Other

Part IV. Performance Objectives

The overall performance of the Initiative will be evaluated on the completion of development and implantation of services (as shown above), and the number of residents who are actually able to obtain housing.

To date, HCD has undertaken an extensive effort to ensure the success of this revitalization.
Public

Part V. Public Relations

The parties agree that initially, and throughout the term of this MOU, marketing and public announcements relative to Initiative activities be coordinated among and approved by both HCD, and McKie Hayes Enterprise prior to public release.

Part VI. Relationship of Parties

Nothing in this MOU shall be deemed to constitute or create an association, partnership or joint venture among the participating parties, or any agency or employer-employed relationship. No party is granted, nor shall it represent that it has been granted, any right or authority to assume or create any obligation or responsibility, expressed or implied, on behalf of, or in the name of another party, or bind another party in any manner.

Part VII. Term; Early Termination

The term of the MOU is twenty-four (24) months from the date of the execution. It is the intention of the participants to work diligently to insure that within 90 days, all of the Initiative Development Goals shall be met. At that time, renewal of the partnership may be extended upon the agreement of both parties. The participating parties reserve the right to terminate the MOU with 90 days' notice.

Part VIII. Administration and Reports

HCD will facilitate monitoring the Initiative and providing bi-monthly reports to the participants.

Part IX. Additional Provisions

HCD and McKie Hayes communities shall each identify a primary contact and an alternative contact.

Part X. Acknowledgements

As the authorized representative for my organization, I have read this MOU regarding the Initiative. I agree that it accurately describes the purpose, operational plan and roles of the Initiative participants. I understand that this document is not a contract and is not legally binding agreement.

However, by executing this Memorandum of Understand, I further understand the participating parties are forming an alliance to accomplish the goals set forth herein.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above:

Approved by Augusta, GA Commission on _____.

ATTEST:

AUGUSTA, GEORGIA
(Augusta)

Approved as to form:

_____ Date: _____

Augusta, GA Law Department

By: _____
Garnett L. Johnson
As its Mayor

Date: _____

By: _____
Takiyah A. Douse
As its Interim Administrator

Date: _____

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

Date: _____

SEAL

Lena Bonner
As its Clerk

ATTEST:

McKie Hayes Enterprise
(Grantee)

BY: _____
Its: _____ Date

Plain Witness Date

BY: _____
Its: _____ Date



Administrative Services Committee

Meeting Date: Tuesday, September 24, 2024

Emergency – Charles B. Webster Door Frames Repairs

- Department:** Central Services Department
- Presenter:** Ron Lampkin
- Caption:** Receive as information the emergency request for the repairs of the door frames in various pods located at the Charles B. Webster Detention Center in the amount of \$28,496.00 by CGL Company.
- Background:** Several doorframes in various pods are highly damaged due to inmate vandalism and are falling apart from the walls of the Charles B. Webster Detention Center. The damaged doorframes are currently posing a risk to the safety of the inmates as well as the facility’s personnel. It is of utmost importance that these doorframes are repaired to avoid further safety hazards.
- Analysis:** CGL Company will perform the repairs to the doorframes within the facility.
- Financial Impact:** \$28,496.00; 272-03-2511/53.19120
- Alternatives:**
 - A – Receive as information
 - B – Do not receive as information
- Recommendation:** Receive as information the emergency request for the repairs of the door frames in various pods located at the Charles B. Webster Detention Center in the amount of \$28,496.00 by CGL Company.
- Funds are available in the following accounts:** \$28,496.00; 272-03-2511/53.19120



Central Services Department

Ron Lampkin, Interim Director
Maria Rivera-Rivera, Deputy Director

2760 Peach Orchard Road, Augusta, GA 30906
(706) 828-7174 Phone (706) 796-5077 Fax

MEMORANDUM

TO: Geri Sams, Director, Procurement Department

FROM: ~~Ron Lampkin~~, Interim Director, Central Services Department
[Signature]

DATE: September 10, 2024

SUBJECT: Emergency Memo – Charles B. Webster Door Frame Repairs

In accordance with §1-10-57 Emergency Procurements, I respectfully ask you to accept this communication as a notification of an emergency at the Charles B. Webster Detention Center regarding the needed repairs to the door frames.


Several broken doorframes in various pods are highly damaged due to inmate vandalism and are falling apart from the walls of the Charles B. Webster Detention Center. The damaged doorframes are currently posing a risk to the safety of the inmates as well as facility's workforce. These doorframes would need to be repaired to avoid further safety hazards. CGL Company has been deemed qualified to work with a third-party vendor to repair the door frames within the facility.

Please process a purchase order for CGL Facility Management LLC, in the amount of \$28,496.00 for the needed repairs to the door frames.

If you have any questions or concerns, please contact the Central Services Department.

RL/mcrr

**AUGUSTA-RICHMOND COUNTY GEORGIA
PURCHASING DEPARTMENT
REQUISITION**

Item 21.
DEPARTMENT NAME: Central Services Department
DEPARTMENT NUMBER: 272032511/53.19120
DEPARTMENT HEAD: 

REQUISITION:
REQUISITION DATE: 9/10/2024
PURCHASE ORDER NUMBER:
PURCHASE ORDER DATE:

VENDOR	NAME OF BIDDER
PHONE NUMBER	CGL Company
QUOTED BY	(678) 699-6163 Marshall Diaz

ITEM NO	DESCRIPTION	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	POD B, BLOCK F, REPAIR DOOR FRAMES	1	\$7,124.00	\$7,124.00				
2	POD C, BLOCK E, REPAIR DOOR FRAMES	1	\$6,028.00	\$6,028.00				
3	POD B, BLOCK C, CELLS 01, 03, 04, 05, 06, 07, REPAIR DOOR FRAMES	1	\$3,288.00	\$3,288.00				
4	POD B, BLOCK D, CELLS 01, 03, 04, 05, 06, 07, REPAIR DOOR FRAMES	1	\$3,288.00	\$3,288.00				
5	POD B, BLOCK E, CELLS 01, 05, 08, 12, REPAIR DOOR FRAMES	1	\$2,192.00	\$2,192.00				
6	POD C, BLOCK F, REPAIR DOOR FRAMES	1	\$6,576.00	\$6,576.00				
7								
8	*Emergency							
9	Charles B. Webster Detention Center - Door Frame Repairs							
10	Work Order #CWB-7802, CWB-9977, CWB-7410, CWB-7411, CWB-7412, CWB-9995							
11	Funding is available in the following account:							
12	272-03-2511/53.19120							
13								
14								
15								
16								
17								
TOTAL BID				\$28,496.00				
SHIPPING CHARGES								
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER								



CGL Facility Management LLC

August 2, 2024

Regarding: Pod B, Block F, Repair Door Frames
Work Order #CWB-7802
Charles B. Webster Detention Center

Charles B. Webster Detention Center
1941 Phinizy Road
Augusta, GA 30906

Description	Quantity	Unit Cost	Amount
Pod B, Block F, Repair Door Frames			
Quote for 3rd Party to repair 13 door frames in Pod B, Block F	1	7,124.00	7,124.00
			<u>7,124.00</u>

If you should have any questions regarding this proposal, please contact Marshall Diaz at (678) 699-6163
THANK YOU FOR YOUR BUSINESS!



CGL Facility Management LLC

August 6, 2024

Regarding: Pod C, Block E, Repair Door Frames
Work Order #CWB-9977
Charles B. Webster Detention Center

Charles B. Webster Detention Center
1941 Phinizy Road
Augusta, GA 30906

Description	Quantity	Unit Cost	Amount
Pod B, Block F, Repair Door Frames			
Quote for 3rd Party to repair 11 door frames in Pod C, Block E	1	6,028.00	6,028.00
			<u>6,028.00</u>

If you should have any questions regarding this proposal, please contact Marshall Diaz at (678) 699-6163
THANK YOU FOR YOUR BUSINESS!



CGL Facility Management LLC

August 9, 2024

Regarding: Pod B, Block C, Cells 01, 03, 04, 05, 06, 07, Repair Door Frames
Work Order #CWB-7410
Charles B. Webster Detention Center

Charles B. Webster Detention Center
1941 Phinizy Road
Augusta, GA 30906

Description	Quantity	Unit Cost	Amount
Pod B, Block C, Cells 01, 03, 04, 05, 06, 07, Repair Door Frames			
Quote for 3rd Party to repair door frames in Pod B, Block C, Cells 01, 03, 04, 05, 06, and 07	1	3,288.00	<u>3,288.00</u>
			3,288.00

If you should have any questions regarding this proposal, please contact Marshall Diaz at (678) 699-6163
THANK YOU FOR YOUR BUSINESS!



CGL Facility Management LLC

August 9, 2024

Regarding: Pod B, Block D, Cells 01, 03, 04, 05, 06, 07, Repair Door Frames
Work Order #CWB-7411
Charles B. Webster Detention Center

Charles B. Webster Detention Center
1941 Phinzy Road
Augusta, GA 30906

Description	Quantity	Unit Cost	Amount
Pod B, Block D, Cells 01, 03, 04, 05, 06, 07, Repair Door Frames			
Quote for 3rd Party to repair door frames in Pod B, Block D, Cells 01, 03, 04, 05, 06, and 07	1	3,288.00	<u>3,288.00</u>
			3,288.00

If you should have any questions regarding this proposal, please contact Marshall Diaz at (678) 699-6163
THANK YOU FOR YOUR BUSINESS!



CGL Facility Management LLC

June 17, 2024

Regarding: Pod B, Block E, Cells 01, 05, 08, and 12, Repair Door Frames
Work Order #CWB-7412
Charles B. Webster Detention Center

Charles B. Webster Detention Center
1941 Phinizy Road
Augusta, GA 30906

Description	Quantity	Unit Cost	Amount
Pod B, Block E, Cells 01, 05, 08, 12, Repair Door Frames			
Quote for 3rd Party to repair door frames in Pod B, Block E, Cells 01, 05, 08, and 12	1	2,192.00	<u>2,192.00</u>
			2,192.00

If you should have any questions regarding this proposal, please contact Marshall Diaz at (678) 699-6163
THANK YOU FOR YOUR BUSINESS!

1903 Phoenix Blvd, Ste 250 Atlanta, GA 30349 | Ph: 770-716-0081 | Fax: 770-716-9081
WWW.CGLCompanies.com



CGL Facility Management LLC

August 8, 2024

Regarding: Pod C, Block F, Repair Door Frames
Work Order #CWB-9995
Charles B. Webster Detention Center

Charles B. Webster Detention Center
1941 Phinizy Road
Augusta, GA 30906

Description	Quantity	Unit Cost	Amount
Pod C, Block F, Repair Door Frames			
Quote for 3rd Party to repair 12 door frames in Pod C, Block F	1	6,576.00	6,576.00
			<u>6,576.00</u>

If you should have any questions regarding this proposal, please contact Marshall Diaz at (678) 699-6163
THANK YOU FOR YOUR BUSINESS!

Katie Cornelius

From: Darrell White
Sent: Tuesday, September 10, 2024 9:32 AM
To: Katie Cornelius
Cc: Geri Sams; Audrey Sutton; Nancy M. Williams; Ron Lampkin; Maria Rivera-Rivera; Arlene New; Scarlet Green
Subject: RE: Emergency Request - Charles B. Webster Door Frames
Importance: High

Approved please proceed with this emergency!

From: Katie Cornelius <KCornelius@augustaga.gov>
Sent: Tuesday, September 10, 2024 9:28 AM
To: Darrell White <DWhite2@augustaga.gov>
Cc: Geri Sams <gsams@augustaga.gov>; Audrey Sutton <ASutton@augustaga.gov>; Nancy M. Williams <NWilliams@augustaga.gov>; Ron Lampkin <RLampkin@augustaga.gov>; Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Arlene New <anew@augustaga.gov>; Scarlet Green <SGreen@augustaga.gov>
Subject: Emergency Request - Charles B. Webster Door Frames
Importance: High

Good morning,

This communication serves as notification of an emergency at the following location:

- Charles B. Webster Detention Center
 - Several door frames have been damaged by inmate vandalism and pose as a security risk for fellow inmates and Sheriff’s personnel. It is imperative that repairs to the door frames take place in order to prevent further security risks.
 - The attached quotes are divided by Pod and Block, as follows:
 - Pod B, Block C \$3,288.00
 - Pod B, Block D \$3,288.00
 - Pod B, Block E \$2,192.00
 - Pod B, Block F \$7,124.00
 - Pod C, Block E \$6,028.00
 - Pod C, Block F \$6,576.00

We are requesting approval to proceed with the attached quotes from CGL Company in the total amount of \$28,496.00 for the repairs to the door frames. Funding is available under account 272032511/53.19120, see attached e-mail.

Thank you,
Katie

Katie Cornelius | Administrative Assistant
Augusta – Richmond County | Central Services Department
 2760 Peach Orchard Rd | Augusta, Georgia 30906
 (p) 706-312-4152



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AED:104.1

Katie Cornelius


From: Katie Cornelius
Sent: Tuesday, September 10, 2024 8:59 AM
To: Katie Cornelius
Subject: FW: Capital Contingency

From: Timothy Schroer <tschroer@augustaga.gov>
Sent: Monday, September 9, 2024 5:40 PM
To: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Ron Lampkin <RLampkin@augustaga.gov>
Subject: RE: Capital Contingency

Done

Org. Key: 272032511 CBW Detention Center
Director: ROUNDTREE
Report To:

5319120	R & M - Building	28,500.00	0.00	0.00
5319130	R & M - Equipment	223,590.00	223,586.60	0.00
5413120	Building Renovations	55,000.00	0.00	55,000.00
5421110	Machinery/Equipment	3,910.00	0.00	3,910.00
	Revenue & Transfers In:	0.00	0.00	0.00
	Expenditure and Transfers Out:	311,000.00	223,586.60	58,910.00
	Net:	-311,000.00	-223,586.60	-58,910.00

Timothy E. Schroer, CPA, CGMA 
Deputy Director – Finance

Augusta Richmond County Georgia | 535 Telfair St., Suite 800 | Augusta, GA 30901
✉ tschroer@augustaga.gov | 📞 Office: (706) 821- 1741 | 📠 Fax: (706) 821- 2520

From: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>
Sent: Monday, September 9, 2024 4:49 PM
To: Timothy Schroer <tschroer@augustaga.gov>; Ron Lampkin <RLampkin@augustaga.gov>
Cc: Takiyah A. Douse <TDouse@augustaga.gov>
Subject: FW: Capital Contingency

Good afternoon,

Per request, attached the quotes for the repairs of the cell door frames on B & C Pods totaling an amount of \$28,496.00. These frames have been damaged by inmate vandalism and post as a security risk for fellow inmates and Sheriff’s personnel.

The quotes are divided by Pod and Block, as follows:

- Pod B, Block C \$3,288.00
- Pod B, Block D \$3,288.00
- Pod B, Block E \$2,192.00
- Pod B, Block F \$7,124.00
- Pod C, Block E \$6,028.00
- Pod C, Block F \$6,576.00

Please contact me if more information is required.

Regards,
Maria Rivera-Rivera

Maria Rivera-Rivera | Deputy Director, Facilities
Augusta – Richmond County | Central Services Department
 2760 Peach Orchard Rd | Augusta, Georgia 30906
 (p) 706-821-1629 | (f) 706-796-5077
MRivera-Rivera@augustaga.gov | www.augustaga.gov



From: Ron Lampkin <RLampkin@augustaga.gov>
Sent: Monday, September 9, 2024 2:10 PM
To: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>
Subject: FW: Capital Contingency

FYI!

Ron Lampkin | Interim Director
Augusta – Richmond County | Central Services Department
 2760 Peach Orchard Rd | Augusta, Georgia 30906
 (p) 706-821-2300 | (c) 706-513-2109
rlampkin@augustaga.gov | www.augustaga.gov




From: Timothy Schroer <tschroer@augustaga.gov>
Sent: Monday, September 9, 2024 11:41 AM
To: Takiyah A. Douse <TDouse@augustaga.gov>; Ron Lampkin <RLampkin@augustaga.gov>
Subject: Capital Contingency

Good Morning

Yes, there is \$28,500 available in capital contingency. If Ron will provide the details of the request we can make the budget adjustment.

Tim

Timothy E. Schroer, CPA, CGMA 
Deputy Director – Finance

Augusta Richmond County Georgia | 535 Telfair St., Suite 800 | Augusta, GA 30901
✉ tschroer@augustaga.gov | 📞 Office: (706) 821- 1741 | 📠 Fax: (706) 821- 2520

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AED:104.1



Meeting Name

Meeting Date: September 24, 2024

Bid Item #24-223; Central Services Construction Shop – Roof Replacement

Department: Central Services Department

Presenter: Ron Lampkin

Caption: Motion to approve the award of bid #24-223, Central Services Construction Shop – Roof Replacement in the amount of \$51,111.00 to be performed by Hixon Roofing & Construction, LLC.

Background: The project relates to a roof replacement for the Central Services Construction Shop facility, located at 2760 Peach Orchard Road in Augusta, GA. Work will be performed in accordance to plans and specification provided by Hixon Roofing & Construction, LLC.

Analysis: Central Services recommends award to Hixon Roofing & Construction, LLC, as the company submitted the lowest compliant bid.

Financial Impact: \$51,111.00, SPLOST VIII Existing Facilities

Alternatives:
A -Award bid
B -Do not award bid

Recommendation: Motion to approve the award of bid #24-223, Central Services Construction Shop – Roof Replacement in the amount of \$51,111.00 to be performed by Hixon Roofing & Construction, LLC.

Funds are available in the following accounts: \$51,111.00, SPLOST VIII Existing Facilities

REVIEWED AND APPROVED BY:

Invitation to Bid

Sealed bids will be received at this office until **Wednesday, August 14, 2024 @ 11:00 a.m.** via ZOOM Meeting ID: **855 2355 2218**; Passcode: **24223** for furnishing:

Bid Item #24-223 Construction Shop – Roof Replacement for Augusta, GA – Central Service Department - Facilities Maintenance Division

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

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

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid**. Bid documents may be obtained at the offices of Augusta, GA Procurement Department, 535 Telfair Street – Suite 605, Augusta, GA 30901 **(706-821-2422)**.

A Pre-Bid Conference will be held on Monday, July 29, 2024 @ 11:00 a.m. via Zoom Meeting ID: 822 9052 4379; Passcode: 24223. Optional Site-Visit will be held on Tuesday, July 30, 2024, at the site location. Please contact Maria Rivera-Rivera 24-hours in advance at (706) 821-1629.

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, July 31, 2024 @ 5:00 P.M.** No bid will be accepted by fax or email, all must be received by mail or hand delivered. **To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.**

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

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.

The local bidder preference program is applicable to this project. To be approved as a local bidder and receive bid preference an eligible bidder must submit a completed and signed written application to become a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project. An eligible bidder who fails to submit an application for approval as a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project, and who otherwise meets the requirements for approval as a local bidder, will not be qualified for a bid preference on such eligible local project.

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: Geri 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 July 5, 11, 18, 25, 2024
Metro Courier July 5, 2024



**Bid Opening Item #24-223 Construction Shop-Roof Replacement
for Augusta, GA – Central Services Department-
Facilities Maintenance Division
Bid Date: Wednesday, August 14, 2024 @ 11:00 a.m.**

Total Number Specifications Mailed Out: 27
 Total Number Specifications Download (Demandstar): 14
 Total Electronic Notifications (Demandstar): 247
 Georgia Procurement Registry: 723
 Total Packages Submitted: 9
 Total Non-Compliant: 0

Vendors	Attachment "B"	E-Verify Number	SAVE Form	Base Bid
Cresland Development Group LLC 4213 Moonbeam Way Snellville, GA 30039	YES	2488006	YES	NO BID
CMM Roofing Inc 2231 72nd Terrace E Sarasota, FL 34243	YES	2230311	YES	\$54,950.00
ACR Commercial Roofing 2398 Perimeter Park Dr. Suite 370 Atlanta, GA 30341	YES	1579470	YES	\$88,157.00
Atlantic Roofing System LLC 1 West Court Square Decatur, GA 30030	YES	2505843	YES	\$123,717.00
Justice & Son, LLC 1217 Spread Oak Road Keysville, GA 30816	YES	2287281	YES	\$69,885.00
Riley Contracting Inc 205 Marcie Ct Senoia, GA 30276	YES	1467399	YES	\$58,000.00
Vertex Roofing 4715 Augusta Rd Beech Island, SC 29842	YES	2263210	YES	\$59,500.00
Hixon Roofing & Construction LLC 12192 Atomic Rd Beech Island, SC 29842	YES	2159899	YES	\$51,111.00
CGS LLC 6040 Dawson Blvd Suite K Norcross, GA 30093	YES	1414547	YES	\$79,329.21



Central Services Department

Ron Lampkin, Interim Director 2760 Peach Orchard Road, Augusta GA 30906
 Maria Rivera-Rivera, Deputy Director (706) 828-7174 Phone (706)799-5077 Fax

MEMORANDUM

TO: Ms. Geri Sams, Director, Procurement Department
FROM: Mr. Ron Lampkin, Interim Director, Central Services Department
DATE: August 26, 2024
SUBJECT: Bid Item #24-223; Construction Shop – Roof Replacement

'24 AUG 26 1:40 PM

On August 14, 2024, the Central Services Department – Facilities Maintenance Division received proposals for bid #24-223, Construction Shop – Roof Replacement. Hixon Roofing & Construction, LLC submitted the lowest compliant bid for a total of \$51,111.00. This amount exceeds the estimated budget of \$43,000.00 by \$8,111.00.

Per the Augusta, Georgia Procurement Code, sec. 1-10-60 Central Services Department is providing justification to proceed with Hixon Roofing & Construction, LLC as the lowest bid is within 20% of the estimated budget. It is not in our best interest to rebid or cancel the bid because the strained supply chain which could possibly create a dramatic increase in cost.

Central Services recommends award of contract to Hixon Roofing & Construction LLC. for the replacement of Construction Shop roof the as the current budget covers the proposed cost by this contractor.

Thank you for your assistance in securing these prices. Please do not hesitate to call if you have any questions or need additional clarification.

cc: Ron Lampkin
 Maria Rivera-Rivera

Katie Cornelius


From: Maria Rivera-Rivera
Sent: Thursday, September 12, 2024 11:48 AM
To: Katie Cornelius
Subject: FW: Bid# 24-223 - Construction Shop - Roof Replacement (Fund Request)

Maria Rivera-Rivera | Deputy Director, Facilities
Augusta – Richmond County | Central Services Department
 2760 Peach Orchard Rd | Augusta, Georgia 30906
 (p) 706-821-1629 | (f) 706-796-5077
MRivera-Rivera@augustaga.gov | www.augustaga.gov



From: Timothy Schroer <tschroer@augustaga.gov>
Sent: Wednesday, September 11, 2024 11:58 AM
To: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>
Cc: Ron Lampkin <RLampkin@augustaga.gov>; Scarlet Green <SGreen@augustaga.gov>; Nancy M. Williams <NWilliams@augustaga.gov>; Darrell White <DWhite2@augustaga.gov>
Subject: RE: Bid# 24-223 - Construction Shop - Roof Replacement (Fund Request)

The job ledger will be assigned after commission approval. You can use SPLOST 8 Existing Facilities as a funding source description.

Timothy E. Schroer, CPA, CGMA 
 Deputy Director – Finance

Augusta Richmond County Georgia | 535 Telfair St., Suite 800 | Augusta, GA 30901
 ✉ tschroer@augustaga.gov | 📞 Office: (706) 821- 1741 | 📠 Fax: (706) 821- 2520

From: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>
Sent: Wednesday, September 11, 2024 11:54 AM
To: Timothy Schroer <tschroer@augustaga.gov>
Cc: Ron Lampkin <RLampkin@augustaga.gov>; Scarlet Green <SGreen@augustaga.gov>; Nancy M. Williams <NWilliams@augustaga.gov>; Darrell White <DWhite2@augustaga.gov>
Subject: Bid# 24-223 - Construction Shop - Roof Replacement (Fund Request)
Importance: High

Good morning,

Central Services is requesting funds from SPLOST 8 Facilities Maintenance account for Bid# 24-223: Const Shop – Roof Replacement in the amount of \$51,111.00. Attached are copies of the Bid Tab and signed LOR.

Thanks,
Maria Rivera-Rivera

Maria Rivera-Rivera | Deputy Director, Facilities
Augusta – Richmond County | Central Services Department
2760 Peach Orchard Rd | Augusta, Georgia 30906
(p) 706-821-1629 | (f) 706-796-5077
MRivera-Rivera@augustaga.gov | www.augustaga.gov



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AED:104.1

RPI
505 CDP INDUSTRIAL BLVD
GROVETOWN, GA 30613

CARTER FLAT ROOF RECOATING
2434 WHEELLESS ROAD
AUGUSTA, GA 30906

ACR COMMERCIAL ROOFING
2358 PERIMETER PARK DR STE 370
ATLANTA, GA 30341

LOVELACE ROOFING
3850 WASHINGTON RD
MARTINEZ, GA 30907

ALL TRADE SERVICES
ATTN: CHRIS KRUEGER
111 WOODRUFF COURT
AIKEN, SC 29803-5768

BONE DRY ROOFING
120 BEN BURTON RD
BRYANT, GA 30622

THOMSON ROOFING
2292 WASHINGTON ROAD
THOMSON, GA 30824

WEST ROOFING SYSTEMS
530 BONIFACIOUS ROAD
TUNNEL HILL, GA 30755

JUSTICE & SONS, LLC
1217 SPREAD OAK ROAD
KEYSVILLE, GA 30816

BRIGHTER SIDE ROOFING LLC
472 FLOWING WELLS ROAD, SUITE H4
AUGUSTA, GA 30907

HEELY BROWN CO.
1280 CHATTAHOOCHEE AVE NW
ATLANTA, GA 30318

PENN ROOFING
4103 COLBEN BLVD
EVANS, GA 30809

ACADEMY ROOFING SYSTEMS
2910 CHEROKEE STREET. STE 100
KENNESAW, GA 30144

DEPEND A COAT
4116 COLUMBIA RD
MARTINEZ, GA 30907

SOUTHERN ROOFING
ATTN: BOB STEVENS
511 SKYVIEW DRIVE
AUGUSTA, GA 30901

JONES ROOFING
2024 GARDNER ST.
AUGUSTA, GA 30904

YOUNGS ROOFING
ATTN: GARY PLATT
311 PATRICK ST
MARTINEZ, GA 30907

HIXON ROOFING
12192 ATOMIC ROAD
BEECH ISLAND, SC 29842

VERTEX ROOFING
4715 AUGUSTA RD.
BEECH ISLAND, SC 29842

RAPID ROOFING
838 GREENE STREET
AUGUSTA, GA 30901

NORTH AUGUSTA ROOFING & CON
1211 SUMMERHILL RD.
NORTH AUGUSTA, SC 29841

PORTER ROOFING CONTRACTORS INC.
421 ASH ST.
MURFREESBORO, TN 37130

CROSBY ROOFING & SEAMLESS
GUTTERS
1955 INTERNATIONAL CT,
GROVETOWN, GA 30813

AUGUSTA ROOFING PROS
926 WOODY HILL CIR,
EVANS, GA 30809

DIRECTOR
RON LAMPKIN

CONTACT PERSON
MARIA RIVERA-RIVERA

COMPLIANCE
PHYLLIS JOHNSON

BID ITEM # 24-223
CONSTRUCTION SHOP – ROOF
REPLACEMENT
FOR AUGUSTA, GA-CENTRAL SERVICES
DEPT
DUE: WED, 08/14/24 @ 11:00 A.M.

BID ITEM # 24-223
CONSTRUCTION SHOP – ROOF
REPLACEMENT
FOR AUGUSTA, GA-CENTRAL SERVICES
DEPT
MAIL: 07/03/2024

PAGE 1 OF 2

RCS ROOFING COMPANY
3540 WHEELER RD., STE 308
AUGUSTA, GA 30909

TRUTH ROOFING
2334 WASHINGTON ROAD
AUGUSTA, GA 30904

HONEST ABE ROOFING AUGUSTA
3351 WRIGHTSBORO RD. #301
AUGUSTA, GA 30909

PAGE 2 OF 2

BIDDERS LIST

Item 22.

BID (✓) RFP () RFQ () ITEM # 24-213

DATE	Company Name & Contact Person	Complete Mailing Address	SPEC #	MAILED BY
7/29/24	ATL PRIME SERVICES CORP. ATTN. CHRISTINA PENA 1630 ELYSE SPRINGS DRIVE LAWRENCEVILLE, GA 30045			K.M
7/24/24	LARIMER SHANNON GROUP ATTN. SAMUEL MADDEN 2859 PACES FERRY ROAD SE SUITE 700 ATLANTA, GA 30339			K.M

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Wednesday, July 3, 2024 12:08 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2024-000000067

Dear Tywanna Scott,
tscott@augustaga.gov

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

Event Number: PE-72155-NONST-2024-000000067
Event Title: 24-223 Construction Shop - Roof Replacement
Event Type: Non-State Agency

Process Log
2024/07/03 12:02:28 : Log starts for - 15020412 - EVENT_RELEASE_TO_SUPL
2024/07/03 12:02:31 : Email Process Log for the Event#: PE-72155-NONST-2024-000000067
2024/07/03 12:02:31 : Email Batch# 2407031178
2024/07/03 12:02:31 : Notification Type: EVENT_RELEASE_TO_SUPL
2024/07/03 12:03:19 : Bad Email not sent to pcanady of CONTINENTAL CONSTRUCTION COMPANY INC
2024/07/03 12:03:19 : Bad Email not sent to rhorton of CONTINENTAL CONSTRUCTION COMPANY INC
2024/07/03 12:03:39 : Bad Email not sent to bholcombssi@yahoo.com ; of LANG BUILDING SUPPLY
2024/07/03 12:07:28 : Bad Email not sent to ATTN: Trsargo Direct Procurement (trsargodirect@trsives.com) of Trsargo Direct
2024/07/03 12:07:45 : Total No of Contacts found for sending Email: 723
2024/07/03 12:07:45 : No of Email(s) not sent due to Bad Email Address: 4

The sourcing event can be reviewed at:
<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2024-000000067&sourceSystemType=gpr20>

07/03/2024 12:07:45 PM

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Planholders


Add Supplier

Export To Excel

Supplier (14)

Supplier 

Download Date

AAR of NC	07/09/2024	
ATL Investment Enterprise LLC	07/14/2024	
Atlantic Roofing Systems	07/11/2024	
Carter 1 Enterprises LLC	07/08/2024	
ConstructConnect	07/08/2024	
Dodge Data	07/05/2024	
Frizzell Const. Co., Inc. dba Summit BSR Roofing	07/09/2024	
H & H Concrete Finishing	07/11/2024	
In Touch Reno LLC	07/08/2024	
LA Rogers	07/15/2024	
Onvia, Inc. - Content Department	07/05/2024	
Pivotal Retail Group LLC	07/11/2024	
Riley Contracting Inc	07/08/2024	
US Coating Specialists	07/05/2024	

Add Supplier

Supplier Details

Supplier Name	AAR of NC
Contact Name	Project Coordinador
Address	655 Peddycord Road , Kernersville, NC 27284
Email	pc@aarnc.com



ADMINISTRATIVE SERVICES COMMITTEE MEETING

Meeting Date: September 24, 2024

Salary Adjustment for Selected AGS ARFF Personnel

- Department:** Augusta Regional Airport
- Presenter:** Herbert L. Judon, Jr., Airport Executive Director
- Caption:** Motion to **approve \$35,142.43** for salary adjustments for selected AGS Aircraft Rescue and Firefighting (ARFF) personnel. Approved by Augusta Aviation Commission on August 29,2024.
- Background:**

Two years ago, Augusta Richmond County approved a \$15 dollar minimum for pay grade 10 creating a salary compression up to pay grade 19. Fire Department Company level officers pay (Grade 20- 27) were not included. These changes created several instances of salary compression within the Fire Department ranks.

To rectify this situation, on February 20, 2024, the Augusta Commission approved salary and retention adjustments for affected Augusta Fire Department personnel in pay grades 20-27. However, Airport ARFF personnel in these same grades/equivalent positions were excluded.
- Analysis:**

This adjustment will follow what was codified for the Augusta Fire Department thus maintaining equivalency across the County. This action is also imperative for equity, recruiting, retention, and morale.

This action has been reviewed by Augusta Richmond County’s Human Resources.
- Financial Impact:** If approved, this differential will be prorated for the remainder of FY24. The Airport has included the full annualized costs of these salary adjustments in its FY25 budget.
- Alternatives:** N/A
- Recommendation:** Approval of **\$35,142.43** for salary adjustments for selected Augusta Regional Airport (AGS) ARFF personnel.

Funds are available in 551101110-6021110
the following accounts:

REVIEWED AND N/A
APPROVED BY:

#####

Airport Fire Depa
Salary Adjustm
Adoption of A

R St at	Dept_Name	Pay Assignments Department	Pay Assignments PCN	Column n Range	Pay Assignments Pay Class	Position Long Description	Column n or Range	Employee ID	Employee Last Name	Employee First Name	Employee Middle Name	Hours per Week	Actual Annual Wage	Quick Entry Hire Date	AFD Minimums
A	Augusta Regional .	5701	BFA25FT001	20	100	ARFF LIEUTENANT	20	15960	WOODWARD	MARQUES	SHERMAN	54	57,076.64	Nov 24, 2012	59,841.11
A	Augusta Regional .	5701	BFA25FT003	20	100	ARFF LIEUTENANT	20	18420	KITTILSON	DONALD	B	54	57,076.64	Oct 7, 2017	59,841.11
A	Augusta Regional .	5701	BFA25KC001	22	100	ARFF CAPTAIN	22	10487	RUPERT	JEREMIAH	L.	54	62,099.12	Dec 24, 2011	68,218.87
A	Augusta Regional .	5701	BFA23UT001	24	200	ASST AIRPORT FIRE CHIEF	24	15506	SHAVER	FREDERICK	F	37.5	72,982.17	Dec 24, 2011	83,469.51
A	Augusta Regional .	5701	BFA22VT001	27	200	AIRPORT FIRE CHIEF	27	18587	BEAL	RICHARD	MICHAEL	37.5	101,317.93	Mar 10, 2018	108,476.76

Department Request:
 Payment based on
 AFD Minimums

Employee Information

HR Recommendation: Adoption of AFD Minimums and
0.7% per 5yrs in Position + 1% per 5yrs prior to Position
 as applied to Augusta Fire Department

ARFF Request	ARFF Start Date	Years with ARFF	Position Date	Yrs in Position	% above new min	Salary Adjustment	New Salary	% of Total Salary Increase
60,439.52	Feb 23, 2019	5.64	Oct 29, 2022	1.96	1.0%	604.58	60,445.69	5.9%
61,037.82	Oct 7, 2017	7.02	Aug 6, 2022	2.19	1.3%	761.57	60,602.68	6.2%
69,582.22	Dec 24, 2011	12.81	Dec 10, 2022	1.84	2.5%	1,672.54	69,891.41	12.5%
85,138.90	Dec 24, 2011	12.81	Aug 10, 2019	5.18	2.3%	1,879.32	85,348.83	16.9%
114,356.85	Mar 10, 2018	6.60	Mar 10, 2018	6.60	0.9%	1,001.91	109,478.67	8.1%



Commission Meeting

October 1, 2024

Code Enforcement

Department:	N/A
Presenter:	N/A
Caption:	Discussion to move Code Enforcement under the Marshal's Office effective January 1, 2025.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Engineering Services Committee

September 24, 2024

Pastor Melvin Ivey

Department:	N/A
Presenter:	N/A
Caption:	Presentation by Pastor Melvin Ivey regarding stormwater drainage problem in the 1900 block of Ellis Street.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month – 2:00 p.m.
Committee meetings: Second and last Tuesdays of each month – 1:00 p.m.

Commission/Committee: (Please check one and insert meeting date)

<input type="checkbox"/>	Commission	Date of Meeting _____
<input type="checkbox"/>	Public Safety Committee	Date of Meeting _____
<input type="checkbox"/>	Public Services Committee	Date of Meeting _____
<input type="checkbox"/>	Administrative Services Committee	Date of Meeting _____
<input checked="" type="checkbox"/>	Engineering Services Committee	Date of Meeting <u>9/24/2004</u>
<input type="checkbox"/>	Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: Melvin Ivey Pastor
Address: 1940 Ellis Street
Telephone Number: 706-495-8876
Fax Number: N/A
E-Mail Address: MelvinIvey1@gmail.com

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

Stormwater drainage problem in the 1900
block of Ellis Street:

Please send this request form to the following address:

Ms. Lena J. Bonner	Telephone Number: 706-821-1820
Clerk of Commission	Fax Number: 706-821-1838
Suite 220 Municipal Building	E-Mail Address: nmorawski@augustaga.gov
535 Telfair Street	
Augusta, GA 30901	

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



Engineering Services Committee

September 24, 2024

Ms. Lashawndra Robinson

Department:	N/A
Presenter:	N/A
Caption:	Presentation by Ms. Lashawndra Robinson regarding city storm water drain maintenance negligence.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month – 2:00 p.m.
Committee meetings: Second and last Tuesdays of each month – 1:00 p.m.

Commission/Committee: (Please check one and insert meeting date)

<input type="checkbox"/>	Commission	Date of Meeting _____
<input type="checkbox"/>	Public Safety Committee	Date of Meeting _____
<input type="checkbox"/>	Public Services Committee	Date of Meeting _____
<input type="checkbox"/>	Administrative Services Committee	Date of Meeting _____
<input checked="" type="checkbox"/>	Engineering Services Committee	Date of Meeting <u>9-24-2024</u>
<input type="checkbox"/>	Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: Lashawndra Robinson
 Address: 1650 Olive Road Augusta, GA - business address
 Telephone Number: 706-832-8866
 Fax Number: _____
 E-Mail Address: blackfarmstreet@gmail.com

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

City Storm Water Drain Maintenance Negligence
 Despite numerous work orders through 311 and damage claims through Risk Management, the necessary maintenance have not been carried out, leading to detrimental consequences for our community garden/urban farm.
 We have stopped all production due to no resolution or support from our Commissioners.
 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.



Committee Meeting

Meeting Date: September 24, 2024

Purchase of RTC Flashing Beacon System for TIA ITS Part 2

- Department:** Engineering & Environmental Services
- Presenter:** Dr. Hameed Malik, Director
- Caption:** Approve the purchase through a sole source procurement for the RTC Flashing Beacon Coordination System for the TIA Intelligent Transportation System project. Approve funds in the amount of \$128,610./AE
- Background:** The first phase of Augusta Engineering’s ITS project was installed in 2016 and 2017. This purchase request is a continuation of that program and improvements. In the second round of TIA funding, there is a project titled “Intelligent Transportation System Part 2” programmed for this purpose
- Analysis:** The Augusta Traffic Engineering network has been in operation for over eight years. With the second round of TIA funding, AED Traffic Engineering wants to continue to improve and upgrade the Intelligent Transportation System. This purchase will allow AED Traffic Engineering to connect, monitor, and maintain all the yellow flashing beacon systems, such as those in school zones, remotely throughout the county via our Traffic Management Center. Currently, the systems must be maintained by Technicians in the field.
- Financial Impact:** Adequate funds are available, and an expenditure of this amount will leave funding for other uses in this TIA project.
- Alternatives:** Do not approve the sole source funding request.
- Recommendation:** Approve sole source purchase order request to replace all Rhythm In-Sync Adaptive Signal Timing Systems
- Funds are available in the following accounts:** (\$128,610) 372-041110-54.24910 / TIA224905-54.24910 - TIA 2 Funds
- REVIEWED AND APPROVED BY:** HM/SR



Print Form

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

Vendor: Transportation Control Systems E-Verify Number: 480320

Commodity: RTC Flashing Beacon System

Estimated annual expenditure for the above commodity or service: \$ 128,610.00

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

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

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

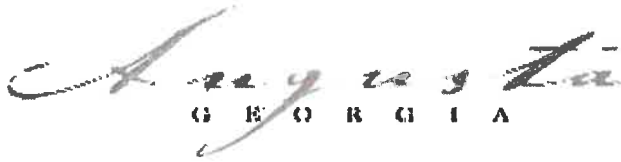
Name: Hameed Malik Department: AE&SWD Date: 9/4/24

Department Head Signature: [Signature] Date: 9/12/24

Approval Authority: [Signature] Date: 9/17/24

Administrator Approval: (required – not required) Date:


COMMENTS:

**ENGINEERING DEPARTMENT**

Hameed Malik, PE, Ph. D., Director
John Ussery, PE, Assistant Director of Traffic

MEMORANDUM

TO: Ms Geri Sams – Procurement Director

FROM:  Hameed Malik, P.E., Ph D., Engineering Director

DATE: September 4, 2024

SUBJECT: RTC Manufacturing Flashing Beacon System

RTC Manufacturing is the industry standard provider for traffic control systems throughout the country. Transportation Control Systems is the sole provider of the RTC Manufacturing Flashing Beacon System.

This solution will allow the Augusta Engineering Department Traffic Engineering Division to connect all the yellow flashing beacons installed in school zones throughout the county and control and monitor them utilizing one cohesive system. Currently, each system operates independently and must be monitored individually by technicians in the field. By utilizing this sole source purchase, all of the beacon system will be tied into the Traffic Management Center and monitored remotely by signal managers.

RTC Manufacturing is headquartered in Arlington, Texas and has customers throughout the United States. Transportation Control Systems is headquartered in Tampa, Florida and has customers throughout the southeast. Funding is available through the TIA 2 – ITS Part 2 project.

JU/SR

cc: File

RTC

RTC Manufacturing, Inc.

July, 16 2024

To Whom It May Concern:

Transportation Control Systems is the exclusive dealer in the State of Georgia for the full line of RTC Manufacturing, Inc. products, including AP22 Time Switch, Guardians, M2M Modem equipment, RTC-Connect Cell Plans, School Zone Flasher Systems, Cabinets, and Pedestrian Crossing Systems. Any order for RTC sales, service, or repairs must be purchased through Traffic Signal Control.

Thank you for the opportunity to be of service. Should you require additional information, please call me at (940) 453-4089.

Sincerely,



Austin Young
Vice President
Austin.Young@RTC-Traffic.com



TRANSPORTATION CONTROL SYSTEMS

1100 South 85th Street Tampa, Florida 33619 800.896.2735 813.630.2800 www.tcsinc.com

SALES QUOTE #: 28675

QUOTE DATE: 07/16/24 1:17PM

Print Date: 07/16/24 4:18PM PAGE 1 OF 2

Quoted To
CITY OF AUGUSTA, GA
 535 TELFAIR ST
 MUNICIPAL BUILDING 1000, ACCT DEPT , STE 800
 AUGUSTA GA 30901-2371

QUOTATION INFORMATION		
Customer Code	AUG101	Doc Owner
Document Date	07/16/24	
Project References:	RTC	

Item No.	Item Description	Qty Ord	Unit Price	Ext. Price
ORDERED	4G MODEM WITH 5 YEAR PLAN C/O THE FOLLOWING BELOW	90	\$ 1,429.0000	\$ 128,610.00
4G-M2M-MODEM	4G MODEM	90	\$0.00	
MODEM-PLAN-5YEAR	CITY OF AUGUSTA, GA	90	\$0.00	
506472-3K	VENDOR INSTALLED SIM CARD IN 4G-M2M-MODEM	90	\$0.00	
506435LTE-L	VENDOR INSTALLED DECAL ON 4G-M2M-MODEM	90	\$0.00	
MTGBKT-4	4G-M2M-MODEM MOUNTING CLIP	90	\$0.00	
ANT-7	INTERNAL PADDLE ANTENNA	90	\$0.00	
HARNESS-172	M2M TO AP22 ADAPTER CABLE	90	\$0.00	
ECI-15	CP22 AP22 FOR AP22 UPDATE	90	\$0.00	

Quotation Totals And Terms On Next Page



TRANSPORTATION CONTROL SYSTEMS

1100 South 34th Street Tampa, Florida 33619 800.886.2705 813.830.2500 www.tcsinc.com

SALES QUOTE #: 28675

QUOTE DATE: 07/16/24 1:17PM

Print Date: 07/16/24 4:18PM PAGE 2 OF 2

TERMS & CONDITIONS FOR TRANSPORTATION CONTROL SYSTEMS, INC. QUOTATIONS

- ALL ITEMS ARE QUOTED FOB WAREHOUSE.
- SHIPPING CHARGES:
ORDERS DELIVERED TO FLORIDA AND TENNESSEE - ORDERS GREATER THAN \$ 2,500 ARE FREIGHT ALLOWED.
ORDERS DELIVERED TO GA, AL, NC, SC, LA, MS - ORDERS GREATER THAN \$ 2,500 ARE FREIGHT ALLOWED.
- LEAD TIMES:

SCHEDULE IS DETERMINED AFTER RECEIPT OF APPROVED DRAWINGS AND RELEASED BY CUSTOMER. ACTUAL SCHEDULES ARE SUBJECT TO CHANGE DUE TO EXTENUATING CIRCUMSTANCES.
- ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY TRANSPORTATION CONTROL SYSTEMS, INC. UPON RECEIPT OF PURCHASE ORDER.
- PLEASE REFERENCE TCS QUOTE NUMBERS ON ALL PURCHASE ORDERS.
- TERMS ARE NET 30 DAYS FOR ESTABLISHED ACCOUNTS.
- TAX CALCULATIONS ARE FOR ESTIMATE PURPOSES ONLY. ACTUAL SALES TAX WILL BE CHARGED BASED ON SHIP TO ADDRESS.
- QUOTES ARE VALID FOR 30 DAYS. PRICES ARE SUBJECT TO CHANGE IF THE ORDER IS NOT RELEASED IN 60 DAYS FROM THE DATE OF PURCHASE ORDER.

Quotation Totals

Sub-Total	\$ 128,610.00
Freight	\$ 0.00
Tax	\$ 0.00
Total Amount	\$ 128,610.00

Signature _____

Date _____



Engineering Services Committee Meeting

Meeting Date: September 24, 2024

Southampton, Section Eleven Subdivision Dedication

File Reference: 21-005(A)3

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve the deed of dedications, maintenance agreements, and road resolutions submitted by the Engineering Department and the Augusta Utilities Department for Southampton, Section Eleven. AE
Background:	<p>The final plat for Southampton, Section Eleven, was approved by the Commission on May 22, 2024 . The subdivision design and plat for this section, including the storm drain system, have been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors.</p> <p>The Utilities Department has inspected and reviewed the water and sanitary sewer installations, and hereby requests acceptance of the utility deed.</p>
Analysis:	<p>This section meets all codes, ordinances and standards. Portions of this subdivision lie within the 100-year flood plain and wetlands, which are noted on the final plat.</p> <p>Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia for operation and maintenance.</p>
Financial Impact:	<p>By accepting these roads and storm drainage installations into the County system and after the 18-month maintenance warranty by the developer/contractor for the road and storm drainage has expired, all future maintenance and associated costs will be borne by Augusta, Georgia.</p> <p>+By acceptance of the utility deed and maintenance agreement, all future maintenance and associated costs for water and sanitary sewer installations will be borne by Augusta, Georgia, and positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.</p>
Alternatives:	<ol style="list-style-type: none"> 1. Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering and Augusta Utilities Departments for Southampton, Section Eleven. 2. Do not approve and risk litigation.
Recommendation:	Approve Alternative Number One

Funds are available in N/A
the following accounts:

REVIEWED AND HM/dh
APPROVED BY:

ENGINEERING DEPARTMENT

Item 28.

Hameed Malik, PhD., PE, Director
Plan & Review Section Manager

Richard A. Holliday, Sr. Lead Design Engineer

MEMORANDUM

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

Through: Brett Parsons, Principal Engineer Land Development *BP*

From: Richard A. Holliday, Lead Design Engineer *RAH*

Date: June 12, 2024

Subject: Certificate of Completion
Dedication of Southampton, Section Eleven
File reference: 24-005(A3)

A final inspection has been conducted on the above referenced development. This development meets the standards and specifications set forth in the Augusta-Richmond County Development Regulations Guidelines outlined in the Land Development and Stormwater Technical Manuals. The submitted Deed of Dedication and 18-Month Warranty Agreement reads appropriately, with the language in both documents meeting criteria for dedication of the roadway systems and drainage systems within. The final plat was previously accepted by the Commission on May 22, 2024. Therefore, these development dedication documents are ready to present to the Commission for acceptance into the City's infrastructure system.

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

RAH

Attachment

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

D: PLAT #: 19 OF 167
Recorded: 07/12/2024 04:56 PM
Doc # 2024016004 P: Page: 2 Fees: \$20.00
Title: Final Plat
Date of Engineer Stamp, Augusta-Richmond County, GA
By Professional C.E. 186219966



FINAL PLAT

OF:
SECTION ELEVEN
SOUTHAMPTON

PROPERTY LOCATED IN THE 1434TH G.M.D.
AUGUSTA, RICHMOND COUNTY, GEORGIA

DATE : JANUARY 25, 2023 SCALE : 1" = 60'
Rev : April 1, 2024 Augusta Comments
Rev : July 3, 2024 changed Block "P" to Block "S"

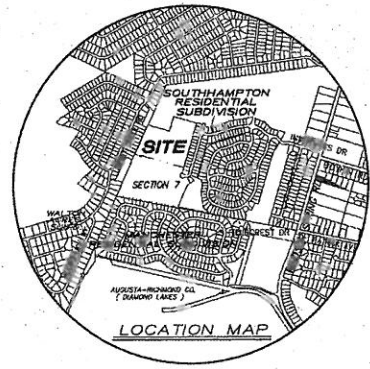
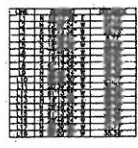
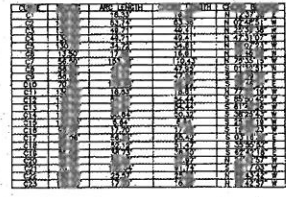
PREPARED FOR :
OWNER / DEVELOPER / CONTACT
COEL DEVELOPMENT COMPANY, INC.
7008 TORRE CENTER BLVD. EVANS, GEORGIA 30609 (706) 863-4088 ATT: DILL BEAULY

PREPARED BY :
ENGINEERS - SURVEYORS - PLANNERS -
SOUTHERN PARTNERS, INC.
1233 AUGUSTA WEST PARKWAY AUGUSTA, GA 30909 (706) 855-6000



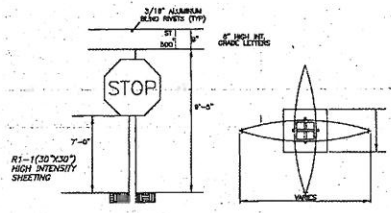
PROJECT DATA	
TOTAL ACRES	30.71
TOTAL NO. OF LOTS	91
MIN. LOT SIZE	0.18 AC 7,800 SF
DENSITY	2.96
TAX PARCEL	PD 153-0-072-00-0
ZONING	R-1A
REFERENCE	8/2018A EX277985
REFERENCE	PB 16, PP 142-143

- NOTES:
- 1.) ALL REMAINS WILL BE SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE SHOWN.
 - 2.) THERE SHALL BE A 6" EASEMENT ALONG EACH SIDE OF THE SIDE LOT LINES AND A 10' EASEMENT ALONG THE REAR OF ALL LOT LINES FOR DRAINAGE AND UTILITIES UNLESS OTHERWISE SHOWN.
 - 3.) UTILITY EASEMENTS ARE TO BE CENTERED ON UTILITIES AS CONSTRUCTED.
 - 4.) THE FOLLOWING SETBACKS APPLY TO THIS DEVELOPMENT (SOUTHAMPTON):
7' side setback each side
At lots 206 of width > 30' rear setback
 - 5.) DOMESTIC LOT DRAINAGE NOTE:
THE RESIDENTIAL BUILDING CONTRACTOR AND/OR HOMEOWNER SHALL BE RESPONSIBLE FOR ANY LOT DRAINAGE REQUIRED TO DISCHARGE TO THE PUBLIC DRAINAGE CANALS FROM THE FUTURE LOTS. ALL APPLICABLE DRAINAGE CANALS, TIES, OR LOTS SHALL BE REQUIRED TO ACHIEVE "POSITIVE DRAINAGE". THE DRAINAGE FROM THE LOTS SHALL BE DISCHARGED DIRECTLY TO PUBLIC DRAINAGE SYSTEMS INCLUDING BUT NOT LIMITED TO PUBLIC RIGHT-OF-WAYS, BAYS, BAYS AND SPACES, DRAINAGE AS SHOWN WITHIN THIS PLAT. THE RESIDENTIAL BUILDING CONTRACTOR AND/OR HOMEOWNER SHALL NOT IMPURE THE DRAINAGE PATH TO THE PUBLIC DRAINAGE SYSTEMS.
 - 6.) THERE SHALL BE DRAINAGE AND UTILITY EASEMENTS OVER ALL COMMON AREAS UNLESS OTHERWISE SHOWN.
 - 7.) MAXIMUM BUILDING HEIGHT SHALL NOT EXCEED 2-1/2 STORIES OR 45'
 - 8.) THE PARKING SPACES REQUIRED PER LOT.
 - 9.) PROJECT IS BEING BIDDING AT THIS TIME. THEREFORE THE 30' DRAINAGE & UTILITY EASEMENT ARE FROM DEVELOPMENT PLANS. EASEMENT MAY SPLIT OR BE ADDED UPON THE COMPLETION OF THE 45'-BUILT.
 - 10.) COMMON AREAS TO BE DEeded TO AND MAINTAINED BY HOME OWNERS ASSOCIATION.



APPROVED FINAL PLAT
Date: May 22, 2024
Cheryl K. [Signature]
Augusta-Richmond County

APPROVED FINAL PLAT
Date: May 22, 2024
[Signature]
Augusta Commission



TYPICAL STREET SIGN
TO BE INSTALLED

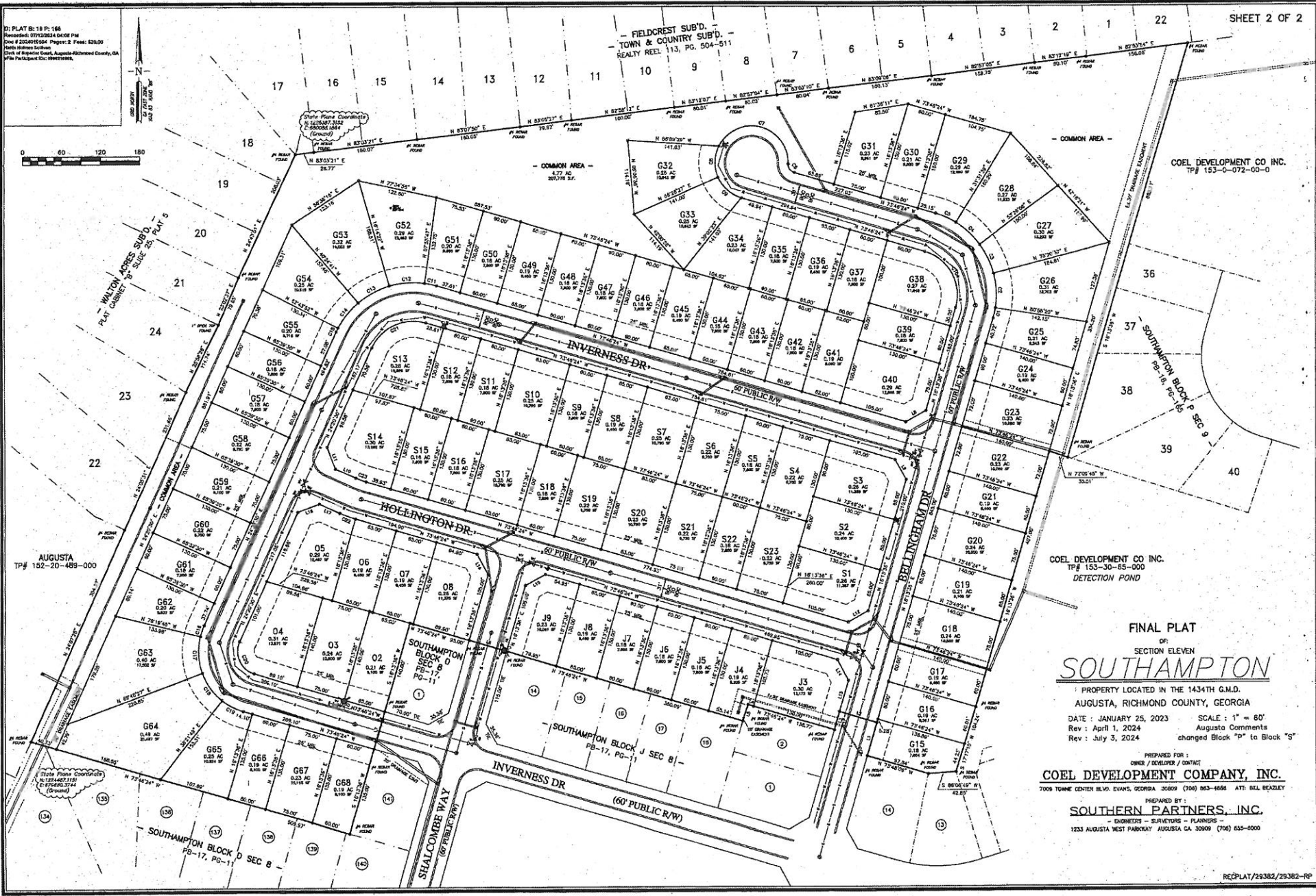
FIELD CLOSURE Angle Closure: 62" Adjustment: Compass Plat Closure: 17 (192.54) Equipment: Invar (62)	PLAT REFERENCE STATE PLANE COORDINATE SYSTEM OF GEORGIA, EAST ZONE, AND ADJUTANTIAL HARD (SPHERICAL) CORRECTION: 0.29980658
---	---

Note: According to FEMA FEMA panel number 13244C02000, map effective date September 25, 2009, this property is not located in a 100 year floodplain.

As required by subsection (c) of O.C.G.A. Section 19-6-67, this plat has been prepared by a licensed surveyor and approved by all appropriate local jurisdictions for recording is maintained by approved certification, signatures, stamps, or notations thereon. Such approvals or certifications should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any portion thereon. The undersigned hereby accepts 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 19-6-67.

W. [Signature] 7-20-24
GEORGIA REGISTERED LAND SURVEYOR #288

D: PLAT B: 18 P: 166
Recorded: 07/12/2024 04:08 PM
Doc # 2024018904 Project # Final: 528.00
Title: Section Eleven
City of Augusta Canal, Augusta-Richmond County, GA
File Participant ID: 199220888.



FINAL PLAT
OR
SECTION ELEVEN
SOUTHAMPTON

PROPERTY LOCATED IN THE 1434TH G.M.D.
AUGUSTA, RICHMOND COUNTY, GEORGIA
DATE: JANUARY 25, 2023 SCALE: 1" = 60'
Rev: April 1, 2024 Augusta Comments
Rev: July 3, 2024 changed Block "P" to Block "S"

PREPARED FOR:
OWNER / DEVELOPER / CONTRACTOR
COEL DEVELOPMENT COMPANY, INC.
7009 TOWNE CENTER BLVD. EVANS, GEORGIA 30609 (706) 863-6866 ATTN: BILL BEADLEY

PREPARED BY:
SOUTHERN PARTNERS, INC.
- ENGINEERS - SURVEYORS - PLANNERS -
1233 AUGUSTA WEST PARKWAY AUGUSTA, GA 30909 (706) 855-8000

REC/PLAT/29382/29382-RP

D:\MAPS\2024\18904\18904_2.dwg 7/12/2024 1:55:53 AM 1/20

Return To:
Augusta Engineering
Survey Section
452 Walker Street, Suite
Augusta, Georgia 30901

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

DEED OF DEDICATION
Southampton Section 11
Roads, Storm System, and Pond

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

WITNESSETH:

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

All right, title and interest of the parties of the FIRST PART in and to the roads, storm sewer system as the same are now located within a certain 60' R/W, and additional drainage and utility easements shown and delineated on the plat titled Southampton Section 11, as prepared by Southern Partners, LLC dated January 25, 2023, last revised July 3, 2024, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book # 19, Page # 167-168; reference being hereby made to

said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

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


TOGETHER with all that lot or parcel of land shown and designated as Shalcombe Way - 60' R/W, Hollington Drive - 60' R/W, Inverness Drive - 60' R/W, Bellingham Drive - 60' R/W; on the plat titled Southampton Section 11, as prepared by Southern Partners, LLC dated January 25, 2023, last revised July 3, 2024, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book # 19, Page # 167-168; reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

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


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

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

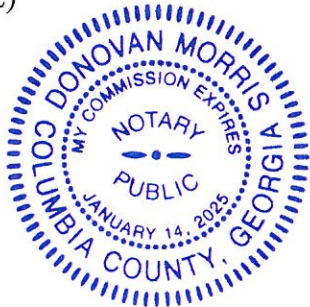
SIGNED, SEALED AND DELIVERED
in our presence:



Witness



Notary Public, Georgia
(SEAL)



(SEAL)

COEL Development Company, Inc.

By: 

As its: 

ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____
Garnett L. Johnson
As Its: Mayor

Attest: _____
Lean Bonner
As Its: Clerk of Commission



Return To:
Augusta Engineering
Survey Section
452 Walker Street, Suite
Augusta, Georgia 30901

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

MAINTENANCE AGREEMENT
Southampton Section 11
Roads, Storm System, and Pond

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

WHEREAS, Developer requested that Augusta, accept all or a portion of certain roads, storm drains, detention ponds, and appurtenances for Shalcombe Way (60' R/W), Hollington Drive (60' R/W), Inverness Drive -(60' R/W), Bellingham Drive (60' R/W), as shown by a PLAT, titled Southampton Section 11, contemporaneously tendered and recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Book # 19, Page # 167-168; and

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

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

(1) Augusta, Georgia, accepts the roads and appurtenances, storm drains and appurtenances, as respectfully described in the Plat, contemporaneously tendered herewith to the Augusta, Georgia, Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Book # 19, page # 167-168.

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

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

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

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

time to make the needed repairs.

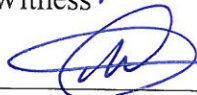
(6) In the event the Developer fails to comply with the terms of this agreement, then Augusta shall proceed to have the necessary corrective work done, and the Developer agrees to be responsible to Augusta for payment in full of costs of repairing the improvements due to failure of material or poor workmanship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

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

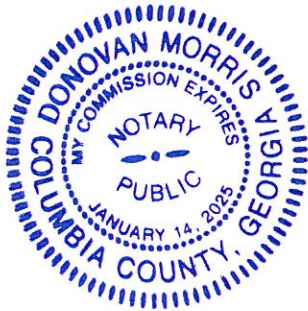
SIGNED, SEALED AND DELIVERED
in our presence:



Witness




Notary Public, Georgia
(SEAL)



COEL Development Company, Inc.

By: 

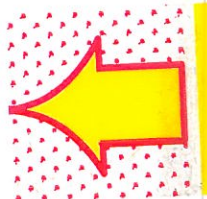
As its: 

ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____
Garnett L. Johnson
As Its: Mayor

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



Return To:
Augusta Engineering Department
452 Walker Street Ste. 110
Augusta, Ga 30901
Attn: Diane Hilliard

SUBDIVISION: SOUTHAMPTON, SECTION 11

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

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

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

- (a) Points of beginning and ending:
Beginning at ∅ Inverness Road
Extending NW, NE, then SE approx. 1767.87 ft. to ∅ Bellingham Drive
- (b) Length of road to nearest 1/100th mile:
0.33 mile
- (c) Width & type of road surface:
31 feet from back of curb to back of curb;
Type E asphalt
- (d) Right-of-Way:
60 foot

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

Adopted this _____ day of _____, 20____.

ACCEPTED

AUGUSTA, GEORGIA

Witness

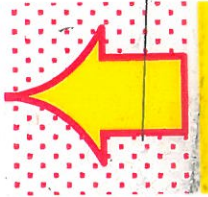
By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires _____
(Notary Seal)

(SEAL)



Return To:
Augusta Engineering Department
452 Walker Street Ste. 110
Augusta, Ga 30901
Attn: Diane Hilliard

SUBDIVISION: SOUTHAMPTON, SECTION 11

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

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

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

- (a) Points of beginning and ending:
Beginning at ☐ of Inverness Drive
Extending SE approx. 940.94 ft. to ☐ of Bellingham Drive
- (b) Length of road to nearest 1/100th mile:
0.18 mile
- (c) Width & type of road surface:
31 feet from back of curb to back of curb;
Type E asphalt
- (d) Right-of-Way:
60 foot

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

Adopted this _____ day of _____, 20____.

ACCEPTED

AUGUSTA, GEORGIA

Witness

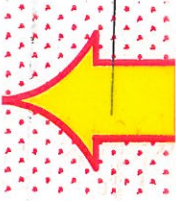
By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires _____
(Notary Seal)

(SEAL)



Return To:
Augusta Engineering Department
452 Walker Street Ste. 110
Augusta, Ga 30901
Attn: Diane Hilliard

SUBDIVISION: SOUTHAMPTON, SECTION 11

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

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

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

- (a) Points of beginning and ending:
Beginning at ∟ of Bellingham Drive
Extending NE then NW approx. 1097.02 ft to and including a Cul-De-Sac
- (b) Length of road to nearest 1/100th mile:
0.21 mile
- (c) Width & type of road surface:
31 feet from back of curb to back of curb;
Type E asphalt
- (d) Right-of-Way:
60 foot

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

Adopted this _____ day of _____, 20____.

ACCEPTED

AUGUSTA, GEORGIA

Witness

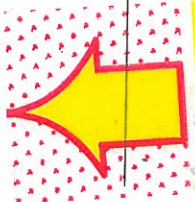
By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires _____
(Notary Seal)

(SEAL)



Return To:
Augusta Engineering Department
452 Walker Street Ste. 110
Augusta, Ga 30901
Attn: Diane Hilliard

SUBDIVISION: SOUTHAMPTON, SECTION 11

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

WHEREAS, Augusta, Georgia desires to make Shalcombe Way a part of its County Road System.

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

- (a) Points of beginning and ending:
Beginning at ℄ of Shalcombe Way
Extending NE approx. 160.00 ft to ℄ of Hollington Drive
- (b) Length of road to nearest 1/100th mile:
0.03 mile
- (c) Width & type of road surface:
31 feet from back of curb to back of curb;
Type E asphalt
- (d) Right-of-Way:
60 foot

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

Adopted this _____ day of _____, 20____.

ACCEPTED

AUGUSTA, GEORGIA

Witness

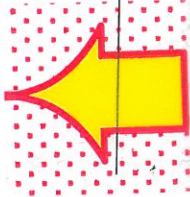
By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires _____
(Notary Seal)

(SEAL)



STATE OF GEORGIA

COUNTY OF RICHMOND

**DEED OF DEDICATION
SOUTHAMPTON, SECTION 11**

[Water Distribution System and Gravity Sanitary Sewer System]

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 there be more than one Grantor or Grantee, the singular part of speech shall be deemed to read as the plural. Wherever herein Grantor or Grantee is used, the same shall be construed to include as well the heirs, executors, administrators, successors, representatives and assigns of the same.

WHEREAS, COEL DEVELOPMENT CO., INC., a Georgia corporation, hereinafter known as **“DEVELOPER”**, owns a tract of land in Augusta, Georgia and in the building of the Southampton, Section 11, housing subdivision on said tract, has laid out a water distribution system and gravity sanitary sewerage system, in said subdivision; and

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

WHEREAS, a Record Plat prepared by Southern Partners, Inc., dated January 25, 2023, revised April 1, 2024 and July 3, 2024, approved by the Augusta-Richmond County Planning Commission on May 22, 2024 and the Augusta Commission on May 22, 2024, and was recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Reel 19, Page(s) 167-168, and to which reference is hereby made for a more complete and accurate description as to the land herein described; 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, DEVELOPER has agreed that neither **AUGUSTA**, nor any of its departments, shall maintain individual force mains and/or grinder pumps and that said individual force mains and/or grinder pumps shall remain private;

NOW, THEREFORE, this indenture made this ____ day of ____, 20____, between **DEVELOPER** and **AUGUSTA**,

WITNESSETH:

That **DEVELOPER**, 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 and assigns, the following, to-wit:

Exclusive 20-foot easement(s) in perpetuity over the water distribution system and the gravity sanitary sewerage system, as shown on the aforementioned plat.

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

DEVELOPER does further agree that when construction or maintenance is necessary, **AUGUSTA** may dig such trenches in said property, as may be necessary for the project; to pile and store thereon the material excavated, and to haul and store pipe, supplies and equipment connected with the construction and maintenance thereof, over, along, and across the said property, along with the free right of ingress and egress to and from said permanent easements for these purposes.

DEVELOPER 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.

DEVELOPER further agrees that no trees or other vegetation that may interfere with the constructing, laying, relaying, replacing, installing, adding, expanding, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services shall be planted on said easement(s) and that no buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon; and, if such prohibited trees, vegetation, buildings structures, or other permanent structures (hereinafter referred to as "obstructions") are placed, built, planted within said permanent easements, such action will be considered a violation of this agreement and Augusta shall have the absolute right to immediately remove, or have removed, such obstructions and shall bear no responsibility, or liability, for said obstruction's value.

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 DEVELOPER, its heirs, legal representatives, successors and assigns, will warrant and defend the right and title to the above described property, to **AUGUSTA**, its successors and assigns, against all claims of all persons whatsoever.

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

Signed, sealed and delivered in the presence of

Elizabeth O'Connell

Witness

[Signature]

Notary Public

State of Georgia

County of Columbia

My Commission Expires: 1/14/25

(SEAL)

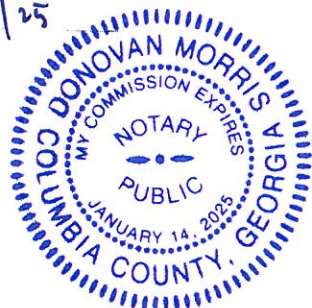
COEL DEVELOPMENT CO., INC.

By: *BB Beazley*
Bill Beazley

As Its: *[Signature]*

Attest: *[Signature]*
Stephen Beazley

As Its: *SCC*



ACCEPTED BY:

AUGUSTA, GEORGIA



Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

(Notary Seal)

STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT
SOUTHAMPTON, SECTION 11
(Water Distribution System and Gravity Sanity Sewer System)

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between COEL DEVELOPMENT CO.,INC. a Georgia corporation, hereinafter referred to as the "**DEVELOPER**", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through the Augusta-Richmond County Commission, hereinafter referred to as "**AUGUSTA**":

WITNESSETH

WHEREAS, **DEVELOPER** has requested that **AUGUSTA** accept the water distribution system and the gravity sanitary sewer system, for the subdivisions known as Southampton, Section 11, as shown by a Deed of Dedication, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

WHEREAS, **AUGUSTA** has adopted a policy requiring **DEVELOPER** maintain those installations and systems laid or installed in the subdivision, which **AUGUSTA** does accept by Deed, for a period of eighteen months;

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

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

(2) **DEVELOPER** agrees to maintain all the installations laid or installed in said subdivisions as described in said Deed for a period of eighteen (18) months from the date of the acceptance of said Deed of Dedication by the Augusta Commission.

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

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

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

(6) In the event **DEVELOPER** 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 **DEVELOPER** agrees to be responsible to **AUGUSTA** for payment, in full, of the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages and said payment shall be made to **AUGUSTA** within 30 days of receipt of invoice/bill.

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

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

(9) 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.

(10) This agreement shall run with the land.

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

Signed, sealed and delivered in the presence of

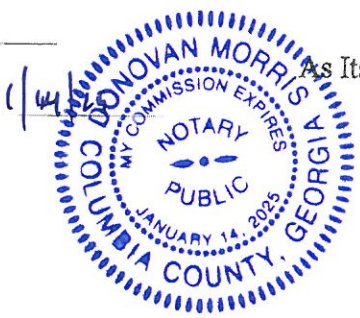
[Handwritten signature]

Witness *[Handwritten signature]*

Notary Public State of Georgia

County of Columbia

My Commission Expires: (SEAL)



DEVELOPER: COEL DEVELOPMENT CO., INC.

By: *[Handwritten signature]*

Bill Beazley

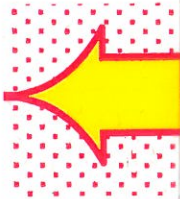
As Its: *[Handwritten signature]*

Attest: *[Handwritten signature]*
Stephen Beazley

As Its: *[Handwritten signature]*

ACCEPTED BY:

AUGUSTA, GEORGIA



Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)



Engineering Services Committee Meeting

Meeting Date: September 24, 2024

Purchase of Network and Internet Enabled Equipment for Augusta Landfill (24-197C)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve the purchase through contract of network and internet enabled equipment for the Augusta Landfill. Approve funds in the amount of \$296,388.67./ AE (RFQ #24-197C)
Background:	The first phase of Augusta Engineering's ITS project for Traffic Engineering was completed in 2018 and has been very successful. The Augusta Engineering Department would like to replicate the Traffic Engineering network for the Solid Waste Division.
Analysis:	The Augusta Traffic Engineering network has been in operation for over eight years. It has greatly improved our ability to enhance traffic safety and flow throughout Richmond County. Using this computer network as a blueprint, AED is requesting to purchase equipment to install a new network for the Solid Waste Division. The new network will allow the coordination, remote monitoring, and consolidation of tasks at the Augusta Landfill. This purchase will allow AED's network consultant (GTS Solutions), under contract RFQ #24-197C, to purchase the necessary components at a discount to install the system. The hardware will be installed by GTS Solutions and Augusta Traffic Engineering will assist with the configuration of various items.
Financial Impact:	Adequate funds are available, and an expenditure of this amount will leave funding for other uses.
Alternatives:	Do not approve the funding request.
Recommendation:	Approve purchase order request utilizing contract RFQ #24-197C from GTS Solutions in the amount of \$296,388.67.
Funds are available in the following accounts:	(\$296,388.67) 541044210-54.24910 Landfill Operations
<u>REVIEWED AND APPROVED BY:</u>	HM/sr



RFQ Opening - RFQ Item #24-197C
ITS Network Maintenance and Monitoring Services for Augusta, GA –
Engineering Department – Traffic Division
Date: Tuesday, April 26, 2022 @ 11:00 a.m.

Total Number Specifications Mailed Out: 14
 Total Number Specifications Download (Demandstar): 8
 Total Electronic Notifications (Demandstar): 116
 Georgia Procurement Registry: 1154
 Total packages submitted: 3
 Total Noncompliant: 0

VENDORS	Attachment "B"	E-Verify Number	SAVE Form	Original	7 Copies
SOUTHEAST UTILITIES OF GA LLC 1020 FRANKE INDUSTRIAL DRIVE AUGUSTA, GA 30909	No Submittal Response				
GTS SOLUTIONS, INC. 6300 BLUE STONE RD SUITE 5029 SANDY SPRINGS, GA 30328	Yes	864063	Yes	Yes	Yes
LUMIN8 TRANSPORTATION TECHNOLOGIES, LLC 27 N. FAIRGROUND STREET	Yes	31569	Yes	Yes	Yes



City of Augusta Landfill Project

Quote #Q000917 v1



Prepared For:
City of Augusta Georgia
 John Ussery
 452 Walker Street
 Augusta, GA 30901

 P:
 E: JUssery@augustaga.gov

Prepared by:
GTS Solutions LLC - Columbia
 Tom Booth
 700 Gervais St.
 Suite 250
 Columbia, SC 29201

 P: 803.466.5000
 E: rbooth@gogtss.com

Date Issued:
08.02.2024
 Expires:
08.30.2024

Gate Entrance

Description	Price	Qty	Ext. Price
Cameras			
5801-721 AXIS T91L61 WALL-AND-POLE MOUNT	\$122.17	3	\$366.51
01981-001 AXIS Q6010-E 60HZ	\$1,799.00	3	\$5,397.00
Switches			
IE-3300-8P2S-E Catalyst IE3300 with 8 GE PoE+ and 2 GE SFP, Modular, NE	\$6,002.77	1	\$6,002.77
SD-IE-4GB IE 4GB SD Memory Card for IE	\$268.28	1	\$268.28
GLC-LX-SM-RGD= 1000Mbps Sngle Mode Rugged SFP	\$556.00	2	\$1,112.00
NDR-480-24 MEAN WELL Industrial DIN Rail Power Supply, 24 Volt 20 Amp 480 Watt - NDR-480-24	\$200.00	1	\$200.00
Hardware and Cables			
VN183151-3 INTEGRATED AC/DC POWER SYSTEM FOR CISCO --	\$2,842.67	2	\$5,685.34
TWPMK-16-UNIV UNIV POLE MOUNT KTI (FITS 12" DIAMETER) --	\$174.67	2	\$349.34
M58772 VERSALAN 23-4P TP BC CAT 6 INDOOR/OUTDOOR FLOODED BLACK JCKT REEL ROHS	\$926.67	1	\$926.67
Service - Integration Services GTSS Integration Services Per the Signed Scope of Work	\$9,800.00	1	\$9,800.00
Section Subtotal			\$30,107.91
Subtotal:			\$30,107.91

Maintenance Building

Description	Price	Qty	Ext. Price
Cameras			
5801-721 AXIS T91L61 WALL-AND-POLE MOUNT	\$119.00	14	\$1,666.00
01981-001 AXIS Q6010-E 60HZ	\$1,799.00	14	\$25,186.00
Switches			



Maintenance Building

Description	Price	Qty	Ext. Price
IE-3300-8P2S-E Catalyst IE3300 with 8 GE PoE+ and 2 GE SFP, Modular, NE	\$6,002.77	2	\$12,005.54
IEM-3300-8P= Catalyst IE3300 w/ 8 GE PoE+ Copper ports, Expansion Module	\$3,361.44	1	\$3,361.44
SD-IE-4GB IE 4GB SD Memory Card for IE	\$268.28	2	\$536.56
GLC-LX-SM-RGD= 1000Mbps Sngle Mode Rugged SFP	\$556.00	2	\$1,112.00
NDR-480-24 MEAN WELL Industrial DIN Rail Power Supply, 24 Volt 20 Amp 480 Watt - NDR-480-24	\$200.00	6	\$1,200.00
DIN-RAIL-19 RACK MOUNTED DIN RAIL	\$200.00	2	\$400.00
SM-7M-FIBERJUMPER 7 M SINGLE Mode Jumper	\$30.00	2	\$60.00
Hardware and Cables			
VN183151-3 INTEGRATED AC/DC POWER SYSTEM FOR CISCO --	\$2,842.67	3	\$8,528.01
TWPMK-16-UNIV UNIV POLE MOUNT KTI (FITS 12" DIAMETER) --	\$174.67	3	\$524.01
M58772 VERSALAN 23-4P TP BC CAT 6 INDOOR/OUTDOOR FLOODED BLACK JCKT REEL ROHS	\$926.67	4	\$3,706.68
FDPPEIG INDUSTRIALNET FIBER DIN RAIL PATCH PANEL --	\$165.33	2	\$330.66
Service - Integration GTSS Integration Services Per the Signed Scope of Work Services	\$9,800.00	2	\$19,600.00
Section Subtotal			\$78,216.90
Subtotal:			\$78,216.90

Bucket Truck

Description	Price	Qty	Ext. Price
Service - Wireless Installation Services Wireless Installation Services Onsite Daily Rate City of Augusta Landfill One bucket truck, 2 laborers.	\$6,900.00	4	\$27,600.00
Subtotal:			\$27,600.00

Exacqvision

Description	Price	Qty	Ext. Price
IP08-144T-R2XW IP 2U Rackmount X-series, 144TB, Windows	\$32,589.29	1	\$32,589.29
EVIP-01 EXACQ PROFESSIONAL IP CAMERA LICENSE	\$205.36	92	\$18,893.12
Service - Integration GTSS Integration Services Per the Signed Scope of Work Services	\$9,800.00	1	\$9,800.00
Subtotal:			\$61,282.41

Landfill Trailers

Description	Price	Qty	Ext. Price
AMS3006270 Portable Mast Trailer, Telescoping mast, control cabinet, standard power configuration, Trailer Sensor /Que ASSy T-25	\$18,755.56	3	\$56,266.68



Landfill Trailers

Description	Price	Qty	Ext. Price
Service - Integration GTSS Integration Services Per the Signed Scope of Work Services	\$9,800.00	2	\$19,600.00
Subtotal:			\$75,866.68

Internet Connection/SDWAN

Description	Price	Qty	Ext. Price
MX68-HW Meraki MX68 Router/Security Appliance	\$588.00	1	\$588.00
LIC-MX68-SEC-5YR Meraki MX68 Advanced Security License	\$1,586.21	1	\$1,586.21
Service - Integration GTSS Integration Services Per the Signed Scope of Work Services	\$9,800.00	1	\$9,800.00
Subtotal:			\$11,974.21

Cambium Wireless

Description	Price	Qty	Ext. Price
C000000L033A Gigabit Surge Suppressor 56V for Hub360r	\$55.80	8	\$446.40
C000000L138A Grounding Cbl 0.6m w M6 ring to M6 ring	\$5.14	4	\$20.56
C600510C029A 60GHz Bridge in a Box 2Gb with no Cord	\$1,379.01	2	\$2,758.02
EW-E2CNWV2000-WW 60 GHz V2000 Extended Warr 2 Addtl Years	\$30.47	4	\$121.88
MSX-SUB-T4-5 cnMaestroX cnWave T4 5YRsub incl CltNode	\$55.93	4	\$223.72
N000000L155A CAT6A Outdoor Cable, 100m	\$420.00	1	\$420.00
N000082L173A Grounding Kit for CAT5E F/UTP 8mm and Ca	\$23.69	8	\$189.52
N000082L174B RJ45 Connector for CAT6A Cable, Qty 10	\$12.00	4	\$48.00
C000000L033A Gigabit Surge Suppressor 56V for Hub360r	\$55.80	4	\$223.20
C000000L124A Cable Gland Long for 6-10mm cbl M25 Qty5	\$44.66	1	\$44.66
C000000L137A Univ Pole Mnt Brkt for 1"-3" dia poles	\$26.61	2	\$53.22
C000000L138A Grounding Cbl 0.6m w M6 ring to M6 ring	\$5.14	2	\$10.28
C000000L141A PoE60W 56V 10GbE DC Inject Indr Nrg L6S	\$31.94	2	\$63.88
C600500A004A 60GHz cnWave V5000 Distribution Node	\$1,436.11	2	\$2,872.22
EW-E2CNWV5000-WW cnWave V5000 Extended Warranty 2 Add Yrs	\$63.81	2	\$127.62
MSX-SUB-T5-5 cnMaestroX cnWave T5 5Ysub incl DistNode	\$130.50	2	\$261.00
N000000L155A CAT6A Outdoor Cable, 100m	\$420.00	1	\$420.00
N000082L139A Optical CABLE,SM, 30m	\$111.00	2	\$222.00



Cambium Wireless

Description	Price	Qty	Ext. Price
N000082L173A Grounding Kit for CAT5E F/UTP 8mm and Ca	\$23.69	4	\$94.76
N000082L174B RJ45 Connector for CAT6A Cable, Qty 10	\$12.00	2	\$24.00
SFP-10G-LR Cambium 10G SFP+ SMF LR Txvr,1310nm	\$92.51	4	\$370.04
C000000L033A Gigabit Surge Suppressor 56V for Hub360r	\$55.80	4	\$223.20
C000000L138A Grounding Cbl 0.6m w M6 ring to M6 ring	\$5.14	2	\$10.28
C600500C029B 60GHz cnWave V2000 Client Node 30W with	\$690.27	2	\$1,380.54
EW-E2CNWV2000-60 GHz V2000 Extended Warr 2 Addtl Years WW	\$30.47	2	\$60.94
MSX-SUB-T4-5 cnMaestroX cnWave T4 5YRsub incl CltNode	\$55.93	2	\$111.86
N000000L155A CAT6A Outdoor Cable, 100m	\$420.00	1	\$420.00
N000082L173A Grounding Kit for CAT5E F/UTP 8mm and Ca	\$23.69	4	\$94.76
N000082L174B RJ45 Connector for CAT6A Cable, Qty 10	\$12.00	2	\$24.00
Subtotal:			\$11,340.56

Quote Summary	Amount
Gate Entrance	\$30,107.91
Maintenance Building	\$78,216.90
Bucket Truck	\$27,600.00
Exacqvision	\$61,282.41
Landfill Trailers	\$75,866.68
Internet Connection/SDWAN	\$11,974.21
Cambium Wireless	\$11,340.56
Total:	\$296,388.67

Any purchase order or contract as a result of this quotation is subject to GTS Solutions, Inc. Terms & Conditions. Purchase Orders resulting from this quotation can be sent to sales@gogtss.com or mail to GTS Solutions, Inc., P.O. Box 727, Chapin, SC 29036. This quotation contains Proprietary & Confidential information and remains the property of the GTS Solutions, Inc.

Acceptance	
<p>GTS Solutions LLC - Columbia</p> <p style="text-align: center;"><i>Tom Booth</i></p> <p>Tom Booth _____ Signature / Name</p> <p>08/02/2024 _____ Date</p>	<p>City of Augusta Georgia</p> <p>John Ussery _____ Signature / Name Initials</p> <p>_____ Date</p>



Finance Committee

September 24, 2024

Reinstatements for the Richmond County Health Department

Department:	N/A
Presenter:	N/A
Caption:	Approve the reinstatements of the 2024 1% budget reductions from the Richmond County Health Department
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: Sellars, Denise <denise.sellars@dph.ga.gov>
Sent: Thursday, September 12, 2024 4:40 PM
To: Lena Bonner
Cc: Nancy He; Takiyah A. Douse
Subject: [EXTERNAL] Richmond County Board of Health Request for 1% Reinstatement FY2024

Ms. Bonner, I had the pleasure of representing Richmond County Board of Health at our Budget Meeting with Ms. Douse and team on Monday, 9/10/24. Ms. Douse informed me that there was still opportunity to request reinstatement of the 2025 1% reduction in funding. The purpose of this email is to make that request with the following justifications:

1. Richmond County Health Department: In 2015, the Commission's contribution for operating 2 health departments in Richmond county was reduced from \$1,016,592 to 1,004,250 annually. In 2017, the Commission's contribution was reduced again to \$929,250 and further reduced to \$919,960 for 2024. These cumulative reductions amount to an approximate 9.5% reduction since 2017. The bulk of the Commission's contribution covers expenses not allowed from our other revenue sources, such as building maintenance/repairs and operation and service of our vehicles. Our health department buildings, especially Laney Walker location, are in constant need of maintenance. Again, none of our state funds can be used for these activities per Georgia Code. I would like to request that the 1% reduction of \$9,990 in 2024 be reinstated to assist in offsetting maintenance/repair costs.
2. Richmond County Mosquito Control Program: \$485,000 (level funding) was requested for year 2024. The 1% reduction meant \$4,850 less in funding for this program. I would like to request that the 1% reduction of \$4,850 be reinstated for 2024 to minimize the impact to the program of higher prices for fuel, vehicle maintenance, and chemicals.

Please let me know if further information is needed to move these requests forward.

Denise H. Sellars

District Administrator
 East Central Health District
 Georgia Department of Public Health
 1916 North Leg Road Augusta, GA 30909
 706-667-4252 (Office) 706-840-0349(Cell) **706-667-4332** (Fax)
 Email denise.sellars@dph.ga.gov



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[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.]



Finance Committee

Meeting Date: September 24, 2024

AO Revised PCard and Credit Card Policy

Department:	Finance and Procurement
Presenter:	Donna Williams, Finance Director & Geri Sams, Procurement Director
Caption:	Revised Purchasing and Credit Card Policy Discussion.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

RESOLUTION OF THE AUGUSTA, GEORGIA COMMISSION REGARDING COUNTY ISSUED PURCHASING CARDS AND/OR CREDIT CARDS; TO REPEAL CONFLICTING ORDINANCES AND TO AMEND THE PURCHASING AND CREDIT CARD POLICY AND PROCEDURES

WHEREAS, effective January 1, 2016, O.C.G.A. § 36-80-24 prohibits county elected officials from using government purchasing cards and government credit cards unless the governing authority authorizes the issuance of such cards by public vote and has promulgated specific policies regarding the use of such cards;

WHEREAS, the Augusta, Georgia Commission has a strong interest in safeguarding and promoting the public health, safety and general welfare of all citizens;

WHEREAS, in order to comply with O.C.G.A. § 36-80-24, the Augusta Commission adopted Ordinance 7787 August 3, 2021, codified in Title 1, Chapter 10, Sections 132-138 of the Code of Augusta, Georgia and the Purchasing and Credit Card Policy and Procedures; authorizing certain elected officials and other county personnel to be issued a county purchasing and/or credit card;

NOW THEREFORE, BE IT RESOLVED that the attached Ordinance _____ marked as Exhibit “A” be adopted as the official policy of Augusta, Georgia regarding County Issued Purchasing and/or Credit Cards, and that Ordinance 7787, adopted August 3, 2021, codified in Title 1, Chapter 10, Sections 132-138 of the Code of Augusta, Georgia is hereby repealed;

BE IT FURTHER RESOLVED that the attached Purchasing and Credit Card Policy and Procedures, with a revision date of September 18, 2024, attached hereto and marked as Exhibit “B,” amends and replaces the Purchasing and Credit Card Policy and Procedures revised August 9, 2021;

BE IT FURTHER RESOLVED, that the Augusta, Georgia Commission reaffirms the adoption of the attached Ordinance _____ marked as Exhibit “A” and the attached Purchasing and Credit Card Policy and Procedures marked as Exhibit “B.”

Duly adopted this _____ day of _____, 2024

Garnett L. Johnson, Mayor

Attest:

Lena J. Bonner, Clerk of Commission

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF AUGUSTA, GEORGIA WITH RESPECT TO ELECTED OFFICIALS PURCHASING AND CREDIT CARDS, AND FOR OTHER PURPOSES.

WHEREAS, effective January 1, 2016, O.C.G.A. § 36-80-24 prohibits county elected officials from using government purchasing cards and government credit cards unless the county governing authority authorizes the issuance of such cards by public vote and has promulgated specific policies regarding the use of such cards;

WHEREAS, the Augusta, Georgia County Board of Commissioners promulgates this ordinance as the official policy of Augusta, Georgia.

WHEREAS, the Augusta, Georgia Commission has a strong interest in safeguarding and promoting the public health, safety, and general welfare of all citizens thorough the adoption of this ordinance.

NOW, THEREFORE, BE IT ORDAINED that the following ordinance be adopted by the Augusta, Georgia Board of Commissioners and hereby ordains as follows: ¹

TITLE 1. Ordinance 7787 adopted August 3, 2021 codified in Title 1, Chapter 10, Section 132-138 of the Code of Augusta, Georgia, is hereby repealed. A new Title 1, Chapter 10, Article 14 entitled “Elected Officials Purchasing and Credit Cards,” is hereby created as follows:

CHAPTER 10. Procurement

ARTICLE 14. Elected officials purchasing and credit cards.

Sec. 1-10-200 Purpose

This ordinance is intended to comply with the policy requirements of O.C.G.A. § 36-80-24 regarding the use of County issued government purchasing cards and credit cards.

Sec. 1-10-201 Definitions

- A. **AUTHORIZED ELECTED OFFICIAL** means an elected official designated by public vote of the Augusta, Georgia Commission to receive a county issued purchasing or credit card.
- B. **CARD ADMINISTRATORS** means the City Administrators and/or his or her designee(s).

¹ If elected officials currently use county purchasing or credit cards, this ordinance should be effective no later than January 1, 2016.

- C. CITY means the City of Augusta, Georgia and/or Augusta and, as the context warrants, those persons or bodies authorized to act on its behalf, including, but not limited to, the city mayor/commission, committees, boards and staff.
- D. CITY ETHICS POLICY shall mean Article 2 Code of Ethics, Article 3 Ethics in Public Procurement Administration, of the Code Augusta, Georgia.
- E. CITY FINANCE DIRECTOR/FINANCE DIRECTOR means the City Accountant as described in the City Charter, his agent, or the department head of the City Finance Department, if such a department is in existence.
- F. CITY PROCUREMENT/PURCHASING DIRECTOR means the City Purchasing Director as described in the City Charter, his/her agent, or the department head of the City Procurement Department, if such a department is in existence.
- G. COUNTY means Augusta, Georgia.
- H. COUNTY PURCHASING CARD, “COUNTY P-CARD” OR “COUNTY CREDIT CARD” means a financial transaction card issued by any business organization, financial institution, or any duly authorized agent of such organization or institution, used by a county official to purchase goods, services and other things of value on behalf of the county.
- I. FINANCAL TRANSACTION CARD means an instrument or device as the term is defined in O.C.G.A. § 16-9-30(5).
- J. USER AGREEMENT means the required agreement between the county and the authorized elected officials which restricts the use of a county purchasing card or credit card.²

Sec. 1-10-202 Designated Elected Officials

The Augusta, Georgia Board of Commissioners (“County”), in its discretion, may authorize specific county elected officials to use a county purchasing card or credit card by adoption of a resolution in a public meeting.³

No authorized elected official may use a county purchasing card or credit card until and unless he or she has executed the County’s purchasing card and credit card user agreement.⁴

The County will not make payments to any business organization, financial institution, or any duly authorized agent of such organization or institution, for amounts charged by an elected official to any purchasing cards or credit cards that are not issued pursuant to this ordinance or for any purchases that are not authorized by this ordinance.

² See, O.C.G.A. § 36-80-24(c)(2).

³ O.C.G.A. § 36-80-24(c) requires that the board of commissioners designates the elected officials authorized to use a county purchasing or credit card through a public vote.

⁴ O.C.G.A. § 36-80-24(c)(2).

Sec. 1-10-203 Card Administrator

The Board of Commissioners shall designate a County purchasing card and credit card administrator. The responsibilities of the Card Administrator include:⁵

- A. Manage County issued purchasing cards and credit cards.
- B. Serve as the main point of contact for all County purchasing card and credit card issues.
- C. Serve as liaison to the elected officials authorized to use a purchasing card or credit card and their staff, as well as to the issuer of the purchasing card or credit card.
- D. Provide training on card policies and procedures to the elected officials authorized to use a purchasing card or credit card and their staff.
- E. Develop internal procedures to ensure timely payment of cards.
- F. Assist authorized elected officials to dispute transactions when necessary.
- G. Establish internal procedures to ensure compliance with this ordinance, County procurement ordinances and policies, County purchasing card and credit card user agreements, applicable agreements with the business organization, financial institution, or any duly authorized agent of such organization or institution, issuing card, and state law, specifically, O.C.G.A. §§ 16-9-37 and 36-80-24.
- H. Document internal controls, audits and other measures to prevent and detect misuse or abuse of the cards.
- I. Audit and reconcile transactions monthly.
- J. Maintain records for at least seven years or as otherwise provided by the County's record retention policy.⁶

The Augusta, Georgia Commission hereby designate the City Administrator and his/her designee(s) as the County credit card administrator and the County purchasing card administrator.

City Administrator's purchasing and credit card designee(s)

Credit Cards – Finance Department
Purchasing Cards - Procurement Department

⁵ The board of commissioners is required to designate a card administrator, but the duties of the card administrator are not specified by law. These are sample duties of a card administrator. Each county should tailor the duties of their card administrator to fit within the structure of its government and the requirements of the organization or institution issuing the cards to the county.

⁶ Unless the county has adopted its own record retention schedule, it is subject to the [Retention Schedule for Local Government Paper and Electronic Records](#) adopted by the State Records Committee. The Retention Schedule for Local Government Paper and Electronic Records requires records documenting administration of credit cards to be kept for at least seven years.

Sec. 1-10-204 Use of Cards

- A. **Authorized Purchases.**⁷ County purchase cards and credit cards may be used to purchase goods and services directly related to the public duties of the authorized elected official only. All purchases are subject to the terms of this ordinance, the County purchasing card and credit card user agreement, county procurement policies and ordinances, and the adopted budget.

Only authorized elected officials may use a County purchase card or credit card for purchases or payments. The cards, and use of the cards, are not transferrable to employees. The authorized elected official shall use care to ensure that others do not have access to the card account number, expiration date and security code.

Unless otherwise approved by the governing authority or established in the County purchasing card and credit card user agreement, the transaction limits⁸ are as follows:

- B. **Unauthorized Purchases.**⁹ County purchasing cards and credit cards shall not be used for goods and services not directly related to the official responsibilities of the authorized elected official. Additionally, cards shall not be used to avoid compliance with the County's purchasing ordinances and procedures, to purchase goods and services that are not approved in the County's budget, to purchase goods and services exceeding the per transaction or per month limit, or to make purchases not in compliance with the County purchasing card and credit card user agreement or travel policy.
- C. **Receipts and Documentation.** Receipts, invoices and other supporting documentation of all purchases made with a county purchasing card or credit card shall be obtained and maintained by the authorized county elected official for five years or as otherwise provided by the County's record retention policy.¹⁰ If an original or duplicate cannot be produced, a sworn affidavit of the authorized elected official may be substituted. The documentation must include the supplier or merchant information (i.e., name and location), quantity, description, unit price, total price, price paid without sales tax and an

⁷ O.C.G.A. §§ 16-9-37(b) and 36-80-24(c)(4) requires that the county describe in writing the types of purchases that are "authorized." The law only proscribes that the purchases must be for items and services directly related to the elected officials public duties and that they comply with the county's policy and user agreement. O.C.G.A. § 36-80-24(a) and (c). This paragraph is a sample of what could be included as authorized purchases. Each county should tailor this provision to meet the needs of its government.

⁸ O.C.G.A. §§ 16-9-37(b) and 36-80-24(c)(3) require that the county adopt written transaction limits. The transaction limits could be a maximum dollar amount or a maximum number of transactions per day, per month, per year.

⁹ O.C.G.A. § 36-80-24(c)(5) requires that the county describe the types of purchases that are "not authorized." This paragraph is a sample of what could be included as unauthorized purchases. Each county should tailor this provision to meet the needs of its government. Specific consideration should be given to the county's travel policies, reimbursement policies, cash advances, entertainment, alcohol, tobacco, fuel, software, computers, apps, gift cards, etc.

¹⁰ Unless the county has adopted its own record retention schedule, it is subject to the [Retention Schedule for Local Government Paper and Electronic Records](#) adopted by the State Records Committee. Accounts payable files must be kept for five years.

explanation of the purchase sufficient to show that the expense was in the performance of official County duties.

- D. **Public Records.** All receipt and other documentation of purchases are public records and subject to the requirements of O.C.G.A. § 50-18-70 *et seq.*¹¹

Sec. 1-10-205 Transaction Limits

Transaction limits are hereby established to ensure compliance with state purchasing laws, maintain proper budgetary controls, and minimize excessive use of any individual credit line. Individual monthly card limits must align with the limits established by the governing authority of Augusta, Georgia.

Mayor: The single transaction limit must not exceed \$_,000.00, and the monthly limit must not exceed \$_,000.00.

Other Elected Officials: The single transaction limit must not exceed \$_,000.00, and the monthly limit must not exceed \$_,000.00.

Department Directors: The established single transaction limit is less than \$1,000.00. The monthly card limit must be based on the city's budgetary constraints and must not exceed \$5,000.00 per month.

All Other Designees: The single transaction limit is set at \$500.00, and the monthly limit must not exceed \$5,000.00.

Sec. 1-10-206 Review of Purchases and Audit.¹²

Proper documentation of purchases, internal controls and other measures prevent and allow detection to misuse or abuse of County issued purchase cards and credit cards. Authorized elected officials and staff that process payments under this program shall cooperate and comply with the procedures established by the County.

- A. **Review of Purchases.**¹³ All purchases shall be reviewed according to the following procedure:

- a) User has attached required supporting documentation, documenting the expenditure (purpose), vendor, amount, description of purchase, and expenditure account to be charged);
- b) User has verified such purchase was made in compliance with Augusta procurement policies and procedures, and those governing use of procurement and/or credit cards; and
- c) If expenditure was made by employee of Elected Official, it must be approved by

¹¹ See, O.C.G.A. § 36-80-24(b). Any official that destroys records for the purpose of preventing their disclosure can be prosecuted for a felony punishable by two to ten years in a state prison. O.C.G.A. § 45-11-1.

¹² A process for auditing and review must be developed. O.C.G.A. § 36-80-24(c)(7).

¹³ O.C.G.A. § 36-80-24(c)(7) requires the county to establish a procedure where purchases are reviewed. To ensure timely and proper payment by the county of the charges each month, the county needs to establish a procedure for the elected officials to turn in documentation to the card program administrator or other person processing accounts payable for the county.

the Elected Official or other person designated by him/her.

- B. **Audit.** The Finance Department Accounting Division shall perform an annual review of the card program to ensure adequacy of internal policies and procedures, cardholder spending limits, monthly reconciliation procedures and documentation for transactions. Elected officials and staff shall cooperate with such review.

Sec. 1-10-207 Violations.¹⁴

- A. An elected official shall reimburse the County for any purchases made with a County issued purchase card or credit card in violation of this ordinance or the user agreement.
- B. In the discretion of the county governing authority, failure to comply with the procedures outlined in this ordinance may result in:
- i. A warning;
 - ii. Suspension of the elected official's authority to use a County purchase card or credit card; or
 - iii. Revocation of the elected official's authority to use a County purchase card or credit card.
- C. Nothing in this ordinance shall preclude the county governing authority from referring misuse of a purchase card or credit card for prosecution to the appropriate authorities.
- D. **Use of Credit or Purchasing Card Accounts for Personal Purchases Prohibited:** Under no circumstances is a cardholder or program participant permitted to use Credit/P-Card or related accounts for personal purchases. (Personal purchases are defined as purchases of goods or services intended for non-work-related use or use other than official Augusta business.) Using the Credit/P-Card and or related accounts for personal purchases may result in disciplinary action, up to and including termination from Augusta employment and criminal prosecution. The Official Code of Georgia, Annotated (O.C.G.A.), §50-5-80 and §50-5-83 states that any person who knowingly uses funds for personal purchases under \$500 is guilty of a misdemeanor. A person who knowingly uses funds for personal purchases of \$500 or more is guilty of a felony punishable by one to 20 years in prison. Supervisors or other approving officials who knowingly, or through willful neglect, approve personal or fraudulent purchases are subject to the same disciplinary actions as those making the purchases.

¹⁴ O.C.G.A. § 36-80-24(c)(8) requires the county to establish a procedure to deal with purchase card and credit card policy violations, including revoking card privileges. Some policies allow for small infractions to result in a warning, while larger or multiple infractions to result in suspension or termination of p-card or credit card privileges.

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

Duly adopted this ____ day of _____ 2024.

Garnett L. Johnson, Mayor

Attest:

Lena J. Bonner, Clerk of Commission



2024

PURCHASING AND CREDIT CARD POLICY AND PROCEDURES

for

ELECTED OFFICIALS AND DEPARTMENT DIRECTOR

DISCLAIMER OF LIABILITY FOR IMPROPER PURCHASING: AUGUSTA DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY FOR ANY PURCHASE, EXPENDITURE, PROMISE OR AGREEMENT FOR EXPENDITURE ARISING FROM ANY PROCUREMENT MADE IN ITS NAME OR IN THE NAME OF ANY AGENCY, AUTHORITY, COMMISSION, OR OTHER GOVERNMENTAL BODY UNDER ITS AUTHORITY, BY AN UNAUTHORIZED PERSON OR ANY PERSON ACTING IN VIOLATION OF THIS PURCHASING POLICY OR OUTSIDE OF THE AUTHORIZATION OR DELEGATION AS PROVIDED BY THIS POLICY. THE EXPENSE OF ANY SUCH TRANSACTION SHALL BECOME THE PERSONAL LIABILITY OF THE INDIVIDUAL AT FAULT UNLESS OTHERWISE RATIFIED OR EXEMPTED BY MAYOR AND COMMISSION OF AUGUSTA, GEORGIA.



TRANSACTION LIMITS POLICY

Transaction limits are hereby established to ensure compliance with state purchasing laws, maintain proper budgetary controls, and minimize excessive use of any individual credit line. Individual monthly card limits must align with the limits established by the governing authority of Augusta, Georgia.

Mayor: The single transaction limit must not exceed \$_,000.00, and the monthly limit must not exceed \$_,000.00.

Other Elected Officials: The single transaction limit must not exceed \$_,000.00, and the monthly limit must not exceed \$_,000.00.

Department Directors: The established single transaction limit is less than \$1,000.00. The monthly card limit must be based on the city's budgetary constraints and must not exceed \$5,000.00 per month.

All Other Designees: The single transaction limit is set at \$500.00, and the monthly limit must not exceed \$5,000.00.



These limits are set to ensure responsible use of city-issued credit cards and to safeguard the fiscal integrity of the city’s budget.

	Mayor	Elected Officials	Department Directors	Designees
Single Transaction Limit	\$ __,000.00	\$ __,000.00	\$1,000.00	\$ 500.00
Monthly Transaction Limit	\$ __,000.00	\$ __,000.00	\$5,000.00	\$5,000.00

Note: Credit cards will be issued to elected officials only.
 Purchasing cards will be issued to Department Directors.

Any exceptions to these standardized limits must receive express written approval from the Augusta, Georgia governing authority, of whom has appointed a Card Administrator or their designee in accordance with Georgia Code O.C.G.A. § 36-80-24(2024). Such exceptions will be temporary increases. Requests for permanent increases must be incorporated into this policy by amendment or addendum and approved by the governing authority of Augusta, Georgia. Changes in spending limits must be submitted to the Card Administrator with the rationale for the change (whether increase or decrease), and copies provided to the Finance Director and City Administrator.

Department Directors may be issued a purchasing card upon providing appropriate justification from receiving approval from the Card Administrator based on operational needs and attending purchasing and credit card training. The Finance Director will notify the Commission of all new Card holders on a quarterly basis.

Note:

- Credit cards will be issued to elected officials only.
- Purchasing cards will be issued to Department Directors and designated employees.

Cardholders of Credit Cards and Purchasing Cards:

Augusta, Georgia Commissioners by public vote, designates the following Augusta, Georgia and Richmond County Elected Officials to receive a county issued purchasing and/or credit card and approves the attached user agreement for the following elected officials:



Credit Card Holders:

- Mayor
- Clerk of Commission
- Coroner
- Magistrate Judges
- Probate Judges
- Sheriff
- Superior Court Clerk
- Tax Commissioner
- Solicitor
- State Court Judges
- Marshal
- Superior Court Judges
- District Attorney

Purchasing Card Holders:

- Department Directors
- Designees of Department Directors/Elected Officials

Designated Elected Officials. The Augusta, Georgia Commission (“County”), in its discretion may authorize specific county elected officials and/or their employees to use a county purchasing or credit card by adoption of a resolution in a public meeting. No authorized elected official may use a county purchasing or credit card until and unless he or she has executed the County’s purchasing/credit card user agreement.

The Augusta, Georgia Commission hereby designate the City Administrator and his/her designee(s) as the County credit card administrator and the County purchasing card administrator.

City Administrator’s purchasing and credit card designee(s)

Credit Cards – Finance Department – 706 821 - 2429
 Purchasing Cards – Procurement Department 706 821- 2422



TABLE OF CONTENTS

PROGRAM OVERVIEW

SECTION I	CHAPTER 10 PROCUREMENT CODE	8
SECTION II	DEFINITIONS	8
SECTION III	DESIGNATED ELECTED OFFICIALS	10
SECTION IV	CARD ADMINISTRATOR USE OF CARD	10
SECTION V	USE of CARD	11
SECTION VI	REVIEW OF PURCHASE AND AUDIT	12
SECTION VII	VIOLATIONS	13
SECTION VIII	PROCESS IMPROVEMENT AND AUDITS	14
SECTION IX	PROFESSIONAL DEVELOPMENT	14
SECTION X	CARD PROGRAM ADMINISTRATOR RESPONSIBILITIES	15
	Program Administration	
	Program Compliance	
	Appropriate Limits on the Number of Cardholders	
	Training	
SECTION XI	CARDHOLDERS	17
	Code of Ethics for Government Services	
	Responsibilities	
SECTION XII	USE OF THE CARD AND RELATED ACCOUNTS	19
	Recommended Purchases	
	Allowable Purchases	
SECTION XIII	PROHIBITED PURCHASES	20
SECTION XIV	DECLARED EMERGENCIES AND NATURAL DISASTERS	21
SECTION XV	SOLE SOURCE/SOLE BRAND PURCHASES	22



SECTION XVI CLARIFICATION ON PURCHASING/CREDIT CARD FEES	22
---	-----------

Website Information

SECTION XVII GHOST CARD ACCOUNTS	24
---	-----------

SECTION XVIII PROGRAM COMPLIANCE	24
Internal Controls	
Cardholder Spending Limits	
Account Issuance Requirements	

SECTION XIX LEGAL ISSUES	26
Failure to Comply with Laws, Policies and Procedures Competitive Solicitation	
Payment of Augusta Sales and Use Tax	
Record Retention Requirements Internal	
Revenue Service 1099 Reporting	

SECTION XX

TERMS	28
--------------	-----------

EXHIBITS

EXHIBIT A USER AGREEMENT CREDIT CARD (ELECTED OFFICIALS)	29
EXHIBIT 1 CARD PROFILE FORM – REQUEST FOR PURCHASING/CREDIT CARD	32
EXHIBIT 2 SPECIAL APPROVAL REQUEST FOR EXCEPTIONS	33
EXHIBIT 3 CARDHOLDER’S AGREEMENT (P-CARD EMPLOYEES)	34
EXHIBIT 4 CARDHOLDER’S LOST RECEIPT AFFIDAVIT	35
EXHIBIT 5 CARDHOLDER’S LOST/STOLEN CARD REPORT	36
EXHIBIT 6 CARDHOLDER’S STATEMENT OF DISPUTED ITEM(S)	37
EXHIBIT 7 CARDHOLDER’S RETURN FORM	38
EXHIBIT 8 GEORGIA CODE TITLE 36. LOCAL GOVERNMENT § 36-80-24 CURRENT AS OF MARCH 28, 2024 	39



TABLE OF CONTENTS

ATTACHMENTS

- **ORDINANCE** An Ordinance to Amend the Code of Augusta, Georgia with respect to Elected **Officials Purchasing and Credit Cards**; and for other Purposes.
- **RESOLUTION** of the Augusta, Georgia Commission regarding County Issued Purchasing and/or Credit Cards



PURCHASING AND CREDIT CARD POLICY AND PROCEDURES

Program Overview

Effective January 1, 2016, O.C.G.A. § 36-80-24 prohibits county elected officials from using county purchasing/credit cards unless the county governing authority authorizes the issuance of such cards by public vote and has promulgated specific policies regarding the use of such cards; The Augusta, Georgia Commission promulgates the attached ordinance No. _____ replacing No. 7787 as the official policy of Augusta-Richmond County, Georgia.

The Augusta, Georgia Commission has a strong interest in safeguarding and promoting the public health, safety, and general welfare of all citizens through the adoption of this ordinance. Such purchasing cards and credit cards shall only be issued to elected officials designated by the governing authority; and

WHEREAS, in order to comply with O.C.G.A. § 36-80-24, the Augusta, Georgia Commission desires to authorize certain elected officials to be issued a county purchasing and/or credit card, to adopt the attached ordinance containing the County's policy on purchasing cards and credit cards and to adopt the attached user agreement.

Augusta, Georgia Commission reaffirms the adoption of the attached Purchasing Card and Credit Card Ordinance for Augusta, Georgia and Richmond County, Georgia Elected Officials.

BE IT FURTHER RESOLVED that the Augusta, Georgia Commissioners by public vote, designates the following Augusta, Georgia and Richmond County Elected Officials to receive a county issued purchasing and/or credit card and approves the attached user agreement for the following elected officials:

- Mayor
- Clerk of Commission
- Coroner
- Magistrate Judges
- Probate Judges
- Sheriff
- Superior Court Clerk
- Tax Commissioner
- Solicitor
- State Court Judges
- Marshal
- Superior Court Judges
- District Attorney



The Augusta, Georgia Commission on _____, 2024 adopted Ordinance _____ replacing Ordinance 7787 and created Title 1, Chapter 10, Article 14 with respect to Elected Officials Purchasing and Credit Cards and for other purposes:

SECTION I. Intent and Scope.

The purpose of this policy and procedures are to comply with the requirements of O.C.G.A. § 36-80-24 regarding the use of county issued government purchasing card and credit cards.

SECTION II. Definitions.

When used in this policy, the following words, terms and phrases, and their derivations, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

- A. AUTHORIZED ELECTED OFFICIAL means an elected official designated by public vote of the Augusta, Georgia Commission to receive a county issued purchasing or credit card.
- B. CARD ADMINISTRATORS means the City Administrators and/or his or her designee(s).
- C. CITY means the City of Augusta, Georgia and/or Augusta and, as the context warrants, those persons or bodies authorized to act on its behalf, including, but not limited to, the city mayor/commission, committees, boards and staff.
- D. CITY ETHICS POLICY shall mean Article 2 Code of Ethics, Article 3 Ethics in Public Procurement Administration, of the Code Augusta, Georgia.
- E. CITY FINANCE DIRECTOR/FINANCE DIRECTOR means the City Accountant as described in the City Charter, his agent, or the department head of the City Finance Department, if such a department is in existence.
- F. CITY PROCUREMENT/PURCHASING DIRECTOR means the City Purchasing Director as described in the City Charter, his/her agent, or the department head of the City Procurement Department, if such a department is in existence.
- G. COUNTY means Augusta, Georgia.
- H. COUNTY PURCHASING CARD, "COUNTY P-CARD" OR "COUNTY CREDIT CARD" means a financial transaction card issued by any business organization, financial institution, or any duly authorized agent of such organization or institution, used by a county official to purchase goods, services and other things of value on behalf of the county.
- I. EMPLOYEE means a full-time individual drawing a salary or wage from the City. The term shall encompass all members of the City Commission, Mayor and Elected Official without regard to whether or not such individuals are compensated.



- J. EMERGENCY PURCHASES means any procurement of Goods, Capital Assets, Services or Professional Services in the context of an Emergency.
- K. EMERGENCY means a situation that occurs suddenly and unexpectedly and demands immediate action to prevent delays which may vitally affect the health, safety or welfare of the public or City Employees and affects the continuation of services to the citizens, and/or serious loss or injury to the City. Emergency shall also mean a condition, malfunction, or occurrence in which the immediate procurement of an item (i.e. Good, Services, or Professional Service) is essential to comply with regulatory requirements.
- L. GOODS or COMMODITIES means supplies, apparatus, materials, equipment and other forms of tangible personal property used by a City department in the accomplishment of its responsibilities other than Capital Assets.
- M. GOVERNING AUTHORITY means the Mayor and City Commissioners of Augusta, Georgia, or its designee(s).
- N. OFFICIAL means any City elected or appointed person who holds office or any person appointed by the mayor and commission the city.
- O. PURCHASING is the process of securing real estate, capital assets, materials, services, repairs, leases and rentals necessary for the operation and support of the city. The renewal, renegotiations and changes to Contracts, leases and agreements are functions of purchasing.
- P. PURCHASING AGENT means the principal purchasing official of the city who is authorized and appointed to purchase a range of Goods, Capital Assets, Real Estate, Services, Construction Services, or Professional Services on a routine basis.
- Q. USER AGREEMENT means the required agreement between the city and the authorized elected officials and/or their employees that restricts the use of a city purchasing or credit card **EXHIBITA (Elected Officials) EXHIBIT 3 (Directors and others)**
- R. REQUISITION means an internal document, provided by a department to the Purchasing Director that contains the fund source, approvals, descriptions, quantities and other information about the Goods, Capital Assets, Real Estate, Services, Construction Services or Professional Services in order to proceed with the procurement. The Requisition becomes valid when properly completed and approved.
- S. REQUESTING DEPARTMENT/DIVISION (User) is defined as the department which has the authority and responsibility for determining the need for an item or service, its related specifications, and need date. The User is responsible for funding the need and advising



Purchasing of the approved funding and the specific budget account number. The User is responsible for authorizing the purchases of all materials, services, repairs, leases and rentals in which the negotiated price exceeds the approved funding.

- T. REQUESTING DEPARTMENT/DIVISION (User) is defined as the department which has the authority and responsibility for determining the need for an item or service, its related specifications, and need date. The User is responsible for funding the need and advising Purchasing of the approved funding and the specific budget account number. The User is responsible for authorizing the purchases of all materials,
- U. SERVICES mean any performance of effort or labor, for which the City has contracted other than Professional Services or Construction Services. Services include, but are not limited to, janitorial, landscaping, and street striping.

SECTION III. Designated Elected Officials. The Augusta, Georgia Commission (“County”), in its discretion may authorize specific county elected officials and/or their employees to use a county purchasing or credit card by adoption of a resolution in a public meeting. No authorized elected official may use a county purchasing or credit card until and unless he or she has executed the County’s purchasing/credit card user agreement.

The County will not make payments to any business organization, financial institution, or any duly authorized agent of such organization or institution, for amounts charged by an elected official to any purchasing or credit cards that are not issued pursuant to this ordinance or for any purchases that are not authorized by this ordinance.

SECTION IV. Card Administrator.

The Augusta, Georgia Commission hereby designate the City Administrator and his/her designee(s) as the County credit card administrator and the County purchasing card administrator. The responsibilities of each of the respective card administrator(s) and his/her designee(s) include:

1. Manage County issued purchasing/credit cards.
2. Serve as the main point of contact for all county purchasing/credit card issues.
3. Serve as liaison to the elected officials authorized to use a purchasing/credit card and their staff, as well as to the issuer of the purchasing/credit card.
4. Provide training on card policies and procedures to the elected officials authorized to use a purchasing or credit card and their staff.
5. Develop internal procedures to ensure timely payment of cards.
6. Assist authorized elected officials to dispute transactions when necessary.
7. Establish internal procedures to ensure compliance with this ordinance and county procurement ordinances and policies; county purchasing/credit card user agreements; Georgia law, specifically, O.C.G.A. §§ 16-9-37 and 36-80-24.



8. With guidance from the Finance Director, select appropriate financial institutions to issue purchasing/credit cards. The Finance Director shall have the authority to make the final selection.
9. With guidance from the Finance Department Accounting Division, document internal controls, audits and other measures to prevent and detect misuse or abuse of the cards. The Finance Director shall have the authority to make a final internal control procedure determination.
10. Ensure purchase/credit card transactions are reconciled monthly.
11. Ensure record retention required by Georgia record retention policy and schedule for Local Government Paper and Electronic Records.

SECTION V. Use of Cards.

- 1) *Authorized Purchases.* County purchase card or credit cards may be used to purchase goods and services directly related to the public duties of the authorized elected official only. All purchases are subject to the terms of this ordinance, the county purchasing card or credit card user agreement, county procurement policies and ordinances and the adopted budget.

Only authorized elected officials or their employees may use a county purchase card or credit card for purchases or payments. The cards, and use of the cards, are not transferrable to employees or others. The authorized elected official or their employees shall use care to ensure that others do not have access to the card account number, expiration date and security code. Unless otherwise approved by the governing authority or established in the county purchasing card or credit card user agreement, the transaction limits are as follows:



	Mayor	Elected Officials	Department Directors	Designees
Single Transaction Limit	\$ __,000	\$ __,000	\$1,000.00	\$ 500.00
Monthly Transaction Limit	\$ __,000	\$ __,000	\$5,000.00	\$5,000.00

Note: Credit cards will be issued to elected officials only.
 Purchasing cards will be issued to department directors.

- 2) *Unauthorized Purchases.* County purchasing card or credit cards shall not be used for goods and services not directly related to the official responsibilities of the authorized elected official. Additionally, cards shall not be used to avoid compliance with the county’s purchasing ordinances and procedures, to purchase goods and services that are not approved in the county’s budget, to purchase goods and services exceeding the per transaction or per month limit, or to make purchases not in compliance with the county purchasing card or credit card user agreement or travel policy.
- 3) *Receipts and Documentation.* Receipts, invoices and other supporting documentation of all purchases made with a county purchasing or credit card shall be maintained by the authorized respective card administrator for the period provided by Georgia’s record retention policy. If an original or duplicate cannot be produced, a sworn affidavit of the authorized elected official may be substituted. The documentation must include the supplier or merchant information (i.e., name and location), quantity, description, unit price, total price, price paid without sales tax and an explanation of the purchase sufficient to show that the expense was in the performance of official county duties.
- 4) *Public Records.* All receipt and other documentation of purchases are public records and subject to the requirements of O.C.G.A. § 50-18-70 et seq.

SECTION VI. Review of Purchases and Audit.

Proper documentation of purchases, internal controls and other measures prevent and allow detection to misuse or abuse of county issued purchase/credit cards. Authorized elected officials and staff that process payments under this program shall cooperate and comply with the procedures established by the county.

- 1) **Review of Purchases. All purchases shall be reviewed according to the following procedure:**
 - a) User has attached required supporting documentation, documenting the expenditure (purpose), vendor, amount, description of purchase, and expenditure account to be charged);
 - b) User has verified such purchase was made in compliance with Augusta procurement policies and procedures, and those governing use of procurement and/or credit cards; and



c) If expenditure was made by employee of Elected Official, it must be approved by the Elected Official or other person designated by him/her.

2) *Audits.* The Finance Department Accounting Division shall perform an annual review of the card program to ensure adequacy of internal policies and procedures, cardholder spending limits, monthly reconciliation procedures and documentation for transactions. Elected officials and staff shall cooperate with such review.

SECTION VII. Violations.

(a) The authorized card user shall reimburse the county for any purchases made with a county issued purchase card or credit card in violation of this ordinance or the user agreement.

(b) In the discretion of the county governing authority, failure to comply with the procedures outlined in this ordinance may result in:

- i. A warning.
- ii. Suspension of the elected official’s authority to use a county purchase or credit card; or
- iii. Revocation of the elected official’s or their employees’ authority to use a county purchase card or credit card.

(c) Nothing in this ordinance shall preclude the county governing authority from referring misuse of a purchase card or credit card for prosecution to the appropriate authorities.

Augusta card administrator or his/her designees reserves the right to withdraw any authority or delegated approval due to non-compliance with applicable laws, rules, regulations, policies, and procedures, or the terms of any conditional approval.

Credit Card Designee: The Finance Department
 Purchasing Card Designee: The Procurement Department

This Program utilizes VisaCard© cards and commercial accounts with plastic cards issued by or through local banks. The Cards can only be used for official Augusta, Georgia business and cards must be surrendered and/or accounts closed upon termination of employment for any reason or upon demand by the Augusta, Georgia Procurement or Finance Department.

Ghost Accounts and other cardless products including but not limited to ePayables.

The Augusta Commission and or the Augusta Administrator, approves all participation in the program.

All policies and procedures in this manual are subject to change with or without notice at the discretion of the Augusta Commission and or the Augusta Administrator. Hard copies of additions/revisions are disseminated when available. The web copy, located on the Augusta Procurement Department’s webpage: <https://www.augustaga.gov/679/Procurement>, is updated as needed following approval. Prior to acting in reliance upon a specific policy or procedure as Procurement/Finance appears in any copy of the manual, please check to make sure that the transaction has not recently approved any additions or revisions to that specific policy or procedure. All program official forms mentioned in this policy can be found on the web site.



Use of Credit or Purchasing Card Accounts for Personal Purchases Prohibited

Under no circumstances is a cardholder or program participant permitted to use Credit/P-Card or related accounts for personal purchases. (Personal purchases are defined as purchases of goods or services intended for non-work-related use or use other than official Augusta business.) Using the Credit/P-Card and or related accounts for personal purchases may result in disciplinary action, up to and including termination from Augusta employment and criminal prosecution. The Official Code of Georgia, Annotated (O.C.G.A.), §50-5-80 and §50-5-83 states that any person who knowingly uses funds for personal purchases under \$500 is guilty of a misdemeanor. A person who knowingly uses funds for personal purchases of \$500 or more is guilty of a felony punishable by one to 20 years in prison. Supervisors or other approving officials who knowingly, or through willful neglect, approve personal or fraudulent purchases are subject to the same disciplinary actions as those making the purchases.

SECTION VIII. Process Improvement and Audits

1. The Finance Department conducts periodic reviews of the program's receipts and statements at Entities under Augusta Procurement Department purchasing authority. Reviews take a risk-based approach and focus on the level of compliance with Augusta Policy, adequacy of and compliance with internal policies and procedures, and evaluation of internal controls.
2. The Finance/Procurement Departments issue reports providing an assessment of the Program, makes recommendations for improvement when warranted, and works with the Program personnel to implement action plans to make corrections or other improvements to the Program. This report will be forwarded to the City Administrator semiannually.
3. In those cases where it is determined that internal controls are not adequate, the Administrator has the authority to require policy improvements and/or place other restrictions on the local card program until such controls are developed, documented, and implemented.

SECTION IX. Professional Development

1. Finance and Procurement will develop and deliver training on the Card/P-Card Program on an as needed basis.
2. Collaborate with the Procurement Director and with the Finance Department to develop training materials for cardholders.

Augusta Entity Program Roles and Responsibilities

The Augusta, Georgia Commission designated the City Administrator and his/her designee(s) as the County credit card administrator and the County purchasing card administrator. The responsibilities of each of the respective card administrator(s) and his/her designee(s) include:



SECTION X. Card Program Administrator Responsibilities

1. Program Administration

- i. Develop the internal policy governing the use of the Credit/P-Card Program, to include the following minimum requirements:
 - (a) In compliance with the State, Federal and Local laws. Analyze Augusta's entity's current and forecasted purchases (composed of any and all departments of Augusta) on at least a quarterly basis to identify supplies, materials, equipment, and services which must be sourced through the competitive bidding process.
 - (b) Monitor the Augusta entity's compliance with State, Federal and Local laws and, when areas of non-compliance are found, determine the appropriate course of action needed to correct the non-compliance, document the action plan, and detail the correction action(s) taken.
 - (c) Ensure compliance with the Augusta Credit/Purchasing Card Policy.
 - (d) Provide for unique needs based on mission.
 - (e) Provide a method for reporting suspected misuse or fraudulent use.
 - (f) List in detail consequences of misuse or fraudulent use.
 - (g) Create a provision for review of the internal policy for adequacy at least annually.
 - (h) Create a provision for audit or other independent review of all areas of program administration and transactions at least annually.
- ii. Work with management throughout the organization to determine the appropriate spending limits for the Program as a whole and for individual account holders based on budget constraints, job responsibilities, historical spending patterns, and overall procurement practices.
- iii. Designate the following Program administrative positions as needed and ensure coordination among the positions:
 - (a) Electronic Contact to handle data transmission matters; and
 - (b) Settlement Contact to handle monthly payment matters.
- iv. Work with management to identify job titles/positions within the organization that require a P-Card account or that would be good candidates for use of the Credit/P- Card and related accounts.
- v. Develop written internal procedures for requesting Credit/P-Cards, Ghost Cards and other accounts and approving cardholders. The appropriate form is the Card Profile Form Request for Credit/Purchasing Card. (**EXHIBIT #1**)



2. Program Compliance
 - i. Establish written procedures to ensure compliance with, or request exceptions to, Augusta purchasing laws and regulations, and the internal credit/purchasing card policy.
 - ii. Coordinate any exceptions to the Augusta Credit/Purchasing Card Policy with the Augusta Cards Program Manager in the Procurement or Finance Departments (Procurement for P-Cards and Finance for Credit Cards).
 - (a) Initiate all requests using the Special Approval Request Form. **(EXHIBIT #2)**
 - (b) Document review of the status of all exceptions on an annual basis to determine if the exceptions should still be granted and notify Augusta Procurement Department of any revocations.
 - iii. Ensure that Department has sufficiently documented internal controls and other measures (e.g. audits) to prevent and/or detect misuse or fraudulent use of the P-Card and related accounts.
 - iv. Establish written procedures to ensure security over P-Card account information to include:
 - (a) Ordering and receiving new and replacement cards.
 - (b) Reporting or stolen cards and/or compromised accounts to the Bank and to the Program Administrator and/or Coordinator(s); **(EXHIBIT #5)**
 - (c) Collecting and destroying cards when cardholders transfer to jobs not requiring a P-Card, resign, or are terminated; and
 - v. Establish written procedures to ensure that misuse or fraudulent use of a Credit/P-Card or related account is documented. Minimum requirements include:
 - (a) Documentation of the transaction (e.g., copies of receipts, invoices).
 - (b) Evidence of who conducted the transaction, who approved the transaction, and when and how the misuse or fraud was discovered.
 - (c) Documentation of personnel actions taken (e.g., account holder was terminated).
 - (d) Notifying the Bank immediately when fraud or account misuse occurs in order to properly meet the Bank's guidelines regarding Bank reimbursement of transactions related to fraud or account misuse.
3. Appropriate limits on the number of cardholders in order to ensure adequate review of business need and documentation (transaction logs, receipts/invoices, and monthly billing statement) for each purchase.
4. Training – Develop an Entity-specific training program for all program users to include:
 - i. Mandatory Cardholder Agreement specifying terms and conditions for use of the card and related accounts; **(EXHIBIT #3)**
 - ii. Augusta Purchasing/ Credit Card Policy;
 - iii. User manual; and
 - iv. Familiarity with all forms, including the Sales and Use Tax Exemption form and transaction log.



5. Using the P-Card and related accounts
 - i. Establish written internal procedures covering how to use the P-Card/Credit card account(s), including telephone, fax, and Internet orders as well as Ghost Cards if applicable, in order to maintain security over P-Card/credit card account information.
 - ii. Monitor accounts for inactivity and close accounts that are no longer needed.
 - iii. Establish written internal procedures for compliance with Augusta Policy regarding documentation of transactions.

6. Internal Accounting Requirements
 - i. Designate the storage location for all original transaction documentation.
 - ii. Establish billing discrepancy procedures, including disputed transactions.
(EXHIBIT #6)
 - iii. Establish reconciliation procedures between cardholders, and Accounts Payable to ensure timely payment of the corporate monthly billing statement.
 - (a) Use of generic "P-Card" general ledger account is prohibited
 - (b) All transactions should be allocated to the appropriate expenditure account in order to allow for the accurate monitoring of department spending in adherence with the Augusta Purchasing Card Policy.

SECTION XI. Cardholders:

All program participants are de facto purchasing agents for Augusta, Georgia. Accordingly, all participants must have a minimum understanding of Augusta's purchasing laws, Augusta Procurement Department rules and regulations as contained in the Augusta Procurement Code, and internal purchasing rules. Program participants must also be familiar with the provisions of O.C.G.A. §45-10-1 et seq. regarding Employee Code of Ethics and Conflicts of Interest:

Code Of Ethics For Government Service:

Any person in government service should:

- I. Put loyalty to the highest moral principles and to country above loyalty to persons, party, or government department.
- II. Uphold the Constitution, laws, and legal regulations of the United States and the State of Georgia and of all governments therein and never be a party to their evasion.
- III. Give a full day's labor for a full day's pay and give to the performance of his duties his earnest effort and best thought.
- IV. Seek to find and employ more efficient and economical ways of getting tasks accomplished.
- V. Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether for remuneration or not, and never accept, for himself or his family, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of his governmental duties.
- VI. Make no private promises of any kind binding upon the duties of office, since a government employee has no private word which can be binding on public duty.
- VII. Engage in no business with the government, either directly or indirectly, which is inconsistent with the conscientious performance of his governmental duties.



- VIII. Never use any information coming to him confidentially in the performance of governmental duties as a means for making private profit.
- IX. Expose corruption wherever discovered.
- X. Uphold these principles, ever conscious that public office is a public trust.

Cardholder responsibilities include:

1. Maintain security of the account number, expiration date, and security code at all times.
2. Maintain knowledge of Augusta Purchasing/Credit Card Policy and internal policies and procedures.
3. Ensure all purchases are allowable purchases according to Augusta's Purchasing/Credit Card Program Policy.
4. Ensure all purchases comply with purchasing requirements of the Augusta Purchasing/Credit Card Policy concerning Order of Precedence and Competitive Bidding.
5. Obtain "best value" for Augusta when making purchases with the P-Card/Credit account.
6. Maintain all documentation required by Augusta and internal purchasing card policies. Minimum documentation requirements are:
 - i. Monthly or weekly transaction log as determined by the Program Administrator and purchasing volume.
 - ii. Itemized receipt or invoice.
 - (a) If receipt has been lost and a duplicate cannot be obtained, the Program Administrator can determine if internal policy will allow use of the Lost Receipt Affidavit Form. **(EXHIBIT #4)** If allowed, a single cardholder can use the form no more than three times in one fiscal year.
 - (b) Use of the form more than three times in one fiscal year will result in suspension of account privileges.
7. Submit all documentation to the Procurement Department (P-Cards) Finance Department (Credit Card) Program Administrator in order to ensure timely payment of the monthly billing statement.
8. Either the original receipt or invoice must be sent to the Procurement Department, Program Administrator for each for each transaction. The receipt must be accompanied by a signed requisition with your Department Account numbers for payment. (Maintain a file copy of all transactions submitted for payment)
9. A comment for each transaction stating the purpose of the transaction must be included on the requisitions. Provide a written report for all disputed transactions. **(EXHIBIT #6)**
10. Immediately reporting or stolen/lost cards and/or compromised accounts to the Bank and to the Program Administrator **(EXHIBIT #5)**



SECTION XII. Use of the Card and Related Accounts

This Policy establishes appropriate and inappropriate uses of program accounts. All purchases made through the program must be for official Augusta business.

When plastic cards are issued, only the employee whose name appears on the face of these cards are authorized to initiate transactions with the card. Use of the card by any other person is considered misuse of the card, even if the purchase is for legitimate Augusta business. For Ghost Card accounts and other types of program accounts, only individuals identified as account users or custodians may use the accounts. Use of the accounts by any other person is considered misuse of the accounts, even if the purchase is for legitimate Augusta business. Use of any P-Card program accounts for personal purchases is strictly prohibited and will result in disciplinary action, including termination of employment and criminal prosecution.

a. Recommended Purchases

Use of the P-Card is highly recommended when making purchases under the following circumstances:

1. From Statewide Contracts via the virtual catalog from a vendor identified as accepting the P-Card
2. From Statewide Contracts via face-to-face transactions with vendors that accept the P-Card
3. From Agency Contracts when P-Card is used to create a requisition for a non-virtual catalog purchase and the vendor accepts the P-Card (We also recommend the P-Card be used for one-time purchases made via on-line for computer, parts software, etc.)

b. Allowable Purchases

The designated cards and associated accounts are authorized for official purchases of supplies, materials, equipment, or services, except where expressly prohibited or restricted. All purchases must adhere to assigned spending limits unless prior written approval has been obtained to exceed these limits. Card Program Administrators are responsible for managing spending limits in accordance with commission approval. Any temporary adjustments—whether increases or decreases—or exceptions for open market purchases must be pre-approved in writing by the Augusta Cards Program Administrator, utilizing the Special Approval Request Form (**EXHIBIT #2**).

c. Allowable purchases include:

1. Equipment – Single units under \$1,000 for Augusta Departments, Commissions, or Boards. Augusta entities must obtain written approval from the Augusta Cards Program Manager (Procurement Director) or his/her designee prior to the purchase in order to exceed these thresholds.)



2. Software – Data plans, software, or applications (i.e., “apps”) for Augusta-issued devices such as smart phones (e.g. iPhone, Android, blackberry) and tablets (e.g. iPads) ONLY. Purchases cannot be made for personal devices even if used for Augusta business.
3. Supplies and materials up to the cardholder’s approved Single Transaction Limit and/or approved cycle limit not on Annual August Contracts.
4. Filing or coping of Legal or court documents for Augusta, Georgia (Law Department).
5. Airline tickets and vehicle rentals for Augusta personnel traveling on official Augusta business as defined in the Augusta, Georgia Code.
6. Special approval is not needed for the following types of purchases:
 - Food and lodging
 - Documentation must follow guidelines for “group meals” in the Travel Regulations:
 - Itemized receipt showing all meals purchased
7. Food provided for consumption at events or services provided to the general public, Augusta benefit recipients and/or Augusta program participants (other than Augusta employees), or purchased for resale in gift shops, bookstores, etc., and other non-employee meal related use.
8. Purchases of goods or services intended for official Augusta, Georgia work- related use which are not otherwise excluded in the Prohibited Purchases section.

SECTION XIII. Prohibited Purchases

The following types of purchases are strictly prohibited by Augusta policy. No exceptions will be granted unless otherwise indicated. This list must be included in lists of prohibited purchases in policies at the local program level:

1. Personal purchases of any kind (Personal purchases are defined as purchases of goods or services intended for non-work-related use or use other than official Augusta business.)
2. Data plans, software, or applications (i.e. “apps”) for non-Augusta Entity issued devices, including, but not limited to, smart phones (e.g. iPhone, Android, blackberry), laptop computers, or tablets (e.g. iPad).



3. Cash advances including use of the card, card number or account number at Automated Teller Machines (ATMs), inside bank branches or at cash advance, quasi- cash and money transfer locations such as Western Union, Telecheck, etc.
4. Gift cards, stored value cards, calling cards, pre-paid cards or similar products
5. Employee travel expenses, including lodging, transportation, and meals, except as specifically covered under Allowable Purchases
6. Entertainment, including in-room movies, except as specifically covered under Allowable Purchases
7. Alcoholic beverages
8. Tobacco products
9. Fuel, mechanical repairs, and maintenance of Augusta-owned or rental vehicles (Exceptions may be granted upon verification of procedures to enter costs into Augusta's fleet management system administered by Fleet Management.)

Note:

- i. Non-mechanical body shop repairs not covered under Augusta's vehicle maintenance contract may be paid for with a purchasing card.
 - ii. Allowable auto parts purchases must follow the process outlined in the auto parts flow chart.
10. Food for consumption by Augusta employees unless the purchase qualifies as a "group meal" according to the Augusta, Georgia Code
 11. Memberships and/or fees to wholesale shopping clubs or "warehouse" type retailers

SECTION XIV. Declared Emergencies and Natural Disasters

Augusta authority to forego standard procurement requirements for needs arising from unforeseen causes. In cases involving the welfare of the general public, extreme weather conditions, or official declared emergencies, the Program Administrators (Procurement Director and Administrator) are allowed to obtain after-the-fact approval for exceptions to this Policy.

1. The Department Director must contact the Augusta Procurement Department, within 72 hours of any actions taken in response to these emergencies and the nature of the actions taken.
2. Documentation for transactions must follow guidelines for emergency purchases as contained in the Augusta Procurement Code.



SECTION XV. Sole Source / Sole Brand Purchases

The P-Card and related accounts may be used for purchases resulting from sole source or sole brand acquisitions provided those goods/services are not identified in the prohibited subsection. Guidelines for Sole Source and Sole Brand purchases are found in the Augusta Procurement Code

1. Any request for a Single Transaction Limit of \$5,000 or more that would qualify as a Sole Source and/or Sole Brand must include a Sole Source Form.
2. These forms, and instructions for use, are available on One Drive: SharePoint, Documents/Forms & Policies select Procurement. These forms must also be attached to the Original Transaction Receipt as documentation for the transaction.

SECTION XVI. Clarification on Credit Card Fees and Convenience Fees

Many merchants charge a “credit card processing fee” or “convenience fee” for accepting credit cards including the Augusta Purchasing Card or P-Card. These types of fees are strictly regulated by Visa and VisaCard (also called the Associations). “Convenience fees” for certain transactions can be paid if they are charged in compliance with VisaCard rules. Other fees, such as “credit card fees”, “processing fees” or “surcharges” for example, are not allowed by VisaCard regulations and are therefore not permitted on the P-Card or related accounts. Fees will be reviewed on independent basis.

According to VisaCard’s Card Acceptance and Chargeback Management Guidelines for Merchants (Merchants is synonymous with Vendors) available on VisaCard’s website, credit card surcharges are not allowed. Merchants “may not impose any surcharge on a VisaCard transaction.” Convenience fees, however, are allowed under certain circumstances. Fees will be reviewed on independent basis.

According to the website:

For merchants who offer an alternate payment channel (i.e., mail, telephone, or ecommerce) for customers to pay for goods or services, a convenience fee may be added to the transaction amount. If the merchant chooses to assess a convenience fee to its customers, the merchant must adhere to the following rules:

- The fee is being charged for a bona fide convenience of using an alternative payment channel outside the merchant’s normal business practice.
- The fee:
 - must be disclosed to the customer as a charge for the alternative payment channel convenience
 - is applied only to non-face-to-face transactions
 - must be a flat or fixed amount, regardless of the amount of the payment due
 - is applied to all forms of payment products accepted in the alternative payment channel
 - is included as part of the total transaction amount
 - cannot be added to a recurring transaction



- is assessed by the merchant that provides the goods or services to the cardholder and not a third party

The customer must be given the opportunity to cancel prior to the completion of the transaction. VisaCard is very clear about what a convenience fee is and how and when they can be charged. As a result, many vendors that charge fees do so incorrectly and are therefore out of compliance with VisaCard regulations.

Examples of common violations of VisaCard's convenience fee policy include, but are not limited to, the following:

- Charging a tiered or percentage-based fee. Only a flat fee regardless of the transaction amount is allowed.
- Charging a fee for transaction below or above a certain dollar amount. Convenience fees must be charged on all transaction regardless of amount.
- Charging the fee in person, for face-to-face or point of sale transactions. The fees can only be applied to transactions via the mail, telephone or internet.
- Charging only for VisaCard or credit card transactions. Convenience fees must be applied to all payment methods accepted via that channel.
- Calling the fee, a "processing fee", "credit card fee", "surcharge" or anything other than a "convenience fee". The fee is designed to offset the cost of the convenience, not the cost of accepting credit cards.
- Charging higher prices for credit card purchases versus checks or cash. **Note:** Vendors may offer a "cash discount" to customers paying with cash, in person.
- Charging a convenience fee via the internet when that is the vendor's only "normal business practice". If the vendor only sells on the internet, there is no convenience versus coming in to a retail location, so no convenience fee can be charged. There are many ways a vendor's actions can fall outside VisaCard's guidelines. As such, only vendors in compliance with the guidelines shall be allowed to receive convenience fees via the P-Card and/or related accounts.

One example of an allowable convenience fee is a utility that charges a convenience fee for paying a bill via the phone or internet versus having to come to an office and drop off a payment. As long as the convenience fee is a flat fee and is charged to all transactions accepted via the phone or internet (such as all card types, electronic checks, etc.), it is acceptable on a P-Card/Credit Card transactions.

Convenience fees charged in accordance with the VisaCard guidelines quoted above are permitted on these cards or related accounts. All other charges, surcharges or fees are prohibited and should not be paid with a P-Card/Credit Card or related accounts. For clarifications, please consult your entity's P-Card Administrator or contact the Augusta Cards Program Manager. Violations of the VisaCard guidelines should be reported to the Augusta Cards Program Manager as merchants can be reported to VisaCard through Cadence Bank.



SECTION XVII. Ghost Card Accounts

The term “Ghost Cards” refers to a cardless account established for the payment of monthly or other periodic charges to an established vendor of an Augusta entity. In cooperation with the Augusta Cards Program Manager and the Bank, an entity’s Program Administrator may establish a Ghost Card account with an identified vendor used to pay recurring charges based on services or goods purchased periodically (including monthly) from the vendor through an entity contract, statewide contract, a sole source/mandatory source purchase or for other allowable purchases. Ghost Cards provides a secure payment method restricted for use with the identified vendor and secured through numerous account restrictions including spending limits, Merchant Category Code (MCC) restrictions and the absence of a physical card.

Please contact the Augusta Cards Program Manager for more information on Ghost Cards or for assistance in setting up Ghost Card accounts.

SECTION XVIII. Program Compliance

Purchasing and Credit Card Limit per Transaction: Higher limits require approval by Card Administrator

	Mayor	Elected Officials	Department Directors	Designees
Single Transaction Limit	\$_,000	\$_,000	\$1,000.00	\$ 500.00
Monthly Transaction Limit	\$_,000	\$_,000	\$5,000.00	\$5,000.00

Note: Credit cards will be issued to elected officials only.
Purchasing cards will be issued to department directors.

a. Internal Controls

Each Cardholder must establish a control structure that ensures compliance with Augusta, Georgia Procurement Code, State and Federal Laws and the Purchasing Card Policy.

b. Internal controls must include:

1. Appropriate separation of duties between making transactions (cardholders) and payment of the monthly billing statement (Accounts Payable).
2. Independent review of all account maintenance activity received on monthly statement. Statements are to be signed by the User and must provide the appropriate account number to be charged.
3. Appropriate hierarchical review and approval of purchases by someone with supervisory authority over the cardholder and/or with the authority to question purchases if needed.



4. No cardholder can provide approval for payment for his/her transactions or of the corporate monthly billing statement. Review and approval responsibilities cannot be delegated to someone else.
5. Provision for an annual independent audit or review of the purchasing card program by the Card Program Administrator, Finance Department, or other assigned audit responsibilities. Reviews must address:
 - i. Adequacy of internal policies and procedures.
 - ii. Appropriateness of cardholder spending limits.
 - iii. Adequacy of review, reconciliation, and payment procedures; and
 - iv. Adequacy of documentation for transactions.

c. Cardholder Spending (Credit) Limits

Spending limits enable management to provide cardholders with the purchasing power to accomplish the needs of the job without exposing Augusta to unnecessary risk. Spending limits should be based on job responsibilities of the cardholder and/or of the job title. Cardholder spending limits must be reviewed at least annually to determine that actual usage is consistent with spending limits.

Spending limits that are available are:

1. Cycle (Credit) Limit – The cycle limit is a mandatory spending limit that restricts the amount of purchases a cardholder can make in one billing cycle.
 - i. Per the approved transaction limits for P-cards and credit card.
 - ii. A cardholder's cycle limit must not exceed the approved transaction limit. Any increase to a cardholder's limit requires written approval from the Augusta Cards Program Manager, as outlined in Exhibit #2.
 - iii. Review the Procurement Code Article 10 on Small Purchases. Sec. 1-10-54. Informal bids selection methods (standard and small purchases).



d. Account Issuance Requirements

1. Issuance is limited to one Purchasing Card per cardholder.
2. Cardholders must be permanent full-time Augusta employees whose job requires the use of a purchasing card or related account. There will be no exceptions to the following:
 - i. Neither cards nor accounts will be issued to part-time or temporary workers, or contractors.
 - ii. Cards and related accounts will not be issued in the name of a department or work unit to be shared by multiple employees.
 - iii. Neither cards nor related accounts will be issued to employees of foundations associated with any Entity.
3. Program Administrator must approve a cardholder's application for a P-Card or related account. **(EXHIBIT #1)**
4. All training requirements as described in this Policy must be met before an employee/elected official receives a Purchasing/Credit Card or is given access to a related account.

Training: Purchasing Card Training – Procurement Department
Credit Card – Finance Department

SECTION XIX. Legal Issues

a. Failure to Comply with Laws, Policies, and Procedures

Cardholders or approving officials who knowingly, or through willful neglect, fail to comply with the following may be subject to suspension or termination of account privileges or other disciplinary action, up to and including termination of employment and criminal prosecution to the fullest extent of the law.

1. Official Code of Georgia, Annotated (O.C.G.A. §50-5-80 and §50-5-83), sections related to governmental purchasing
2. Applicable requirements of the Augusta, Georgia Procurement Code
3. Augusta, Georgia Purchasing Card Policy

The Augusta Procurement Director is the Augusta Cards Program Manager and reserves the right to withdraw any authority or delegated approval due to non-compliance with applicable laws, rules, regulations, policies, and procedures, or the terms of any conditional approval.



b. Competitive Solicitation

1. O.C.G.A. §50-5-69 requires competitive bidding for all open-market purchases anticipated to be \$25,000 or more. However, O.C.G.A. § 50-5-83 sets the legal Single Transaction Limit for a P-Card transaction at \$5,000 unless made against a Statewide Contract or in compliance with Augusta procurement policy. Use of the P-Card/Credit Card as a method of payment does not relieve the program participant or the Entity of these responsibilities:
 - i. Because of the legal Single Transaction Limit, all cardholders must have a Single Transaction Limit (STL) of less than \$5,000, except as noted.
 - ii. Cardholders are prohibited from splitting a transaction between two or more transactions on a single account or two or more transactions on multiple accounts on the same day or on separate days in order to circumvent any Single Transaction Limit, regardless of the level.
2. Where job responsibilities require Pcard holders to make single purchases of \$5,000 or more:
 - i. The Augusta PCard Program Administrator can approve Single Transaction Limits over \$5,000. **(EXHIBIT #2)**
3. Cardholders who need to make open-market purchases of \$5,000 or more must use the appropriate bid process for any purchase greater than or equal to \$5,000. Complete bid requirements are found in the Augusta Procurement Code. (Review the Procurement Code Article 10 on Small Purchases. Sec. 1-10-54. Informal bids selection methods (standard and small purchases)
 - i. For any purchase of \$5,000 or more, cardholders must use the Georgia Procurement Registry to obtain bids from the appropriate number of bidders.
 - ii. One-time approval to exceed \$5,000 will be granted upon submission of proof of the competitive bid process. Transaction documentation must include evidence of the appropriate bid process and be available for audit by the Augusta Cards Program Manager, the Augusta Procurement Department and Internal Audit personnel.

c. Payment of Augusta Sales and Use Tax

1. O.C.G.A. §48-8-3(1) exempts purchases made by Agencies from Sales and Use Tax when payment is made with appropriated funds.
2. Cardholders must present the Department of Revenue Sales and Use Tax Exemption, Form ST-5, to merchants upon request. This form may be obtained through the Procurement Department.
3. Cardholders are responsible for ensuring that merchants do not charge tax.
 - i. If taxes are charged, the cardholder must contact the merchant to obtain a credit to the account.
 - ii. Credits cannot be obtained by any other method, including, but not limited to, cash, gift card, gift certificate, or store credit.
 - iii. Documentation of attempts to obtain credit for any Augusta Sales and Use Tax charged in error must be maintained with the documentation for the transaction where the tax was charged.



d. Records Retention Requirements

The Augusta Procurement/Finance Departments maintains the official Records Retention information for all transactions under this Program.

1. Documents related to transactions are accounting records and must be maintained according to the requirements of Accounts Payable Files.
2. Documents related to the issuance of accounts to employees are accounting records and must be maintained according to the requirements.
3. Statements will be attached to Purchase Orders.

e. Internal Revenue Service 1099 Reporting

Effective in 2011, the IRS announced changes to the Internal Revenue Code, Section 6050W, which affects sections 6041 and 6041A of Internal Revenue Service rules. This change shifts the burden of payment reporting requirements to the credit card account transaction acquirer's bank (the supplier's merchant bank) instead of the card end users when credit cards are used as the form of payment for reportable transactions. As a result, beginning with transactions that occur in 2011 and are reportable beginning January 2012, Augusta program participants are no longer required to report P-Card transactions. Instead, the acquiring banks that process the transactions for suppliers will assume this responsibility. This change applies only to credit card transactions – **reporting for all other payment methods including checks, ACH and others will remain the responsibility of the entity making payment.** Please consult the tax specialists in your entity for further information and details regarding these changes.

SECTION XX. Terms

This agreement shall be effective until terminated by the Card Administrator or the Augusta, Georgia Commission or the elected official leaves office or employee leaves the employment of the elected official or Augusta, Georgia. The card shall be promptly returned to the Card Administrator in the event of such termination. The Elected Official's obligations of this agreement shall survive the termination of this agreement.



EXHIBIT A

Credit Card User Agreement between Augusta, Georgia and Augusta, Georgia Elected Officials-

This Purchasing Card and/or Credit Card User Agreement is between Augusta, Georgia (hereinafter "County") and _____ (hereinafter "Elected Official"), an elected official of Augusta, Georgia or Richmond County, Georgia for use of a County Credit Card (hereinafter "card"), issued by _____ (hereinafter "Bank"), in accordance with O.C.G.A. § 36-80-24(c)(2).

In exchange for the privilege of receiving a card for the purpose of purchasing goods and services directly related to the public duties of the authorized elected official of the county, the Elected Official agrees as follows:

I. Authorized and Unauthorized Use.

- a. Elected Official agrees to only use the card for goods and services directly related to Elected Official's public duties.
- b. Elected Official agrees to use the card for the purchase of goods and services authorized by the budget adopted by the Augusta Commission.
- c. Elected Official shall not use the card for personal use or any use other than goods and service directly related to the official responsibilities of Elected Official.
- d. Elected Official agrees to use the card signifies that budgeted funds are available to cover the executed transaction.
- e. Elected Official shall not exceed a \$500.00 per transaction and/or \$5,000.00 per month limit, unless approved by the Card Administrator.
- f. Elected Official shall not subdivide a purchase in an effort to circumvent the transaction limit for the card.
- g. Elected Official shall not request or receive cash from suppliers or vendors for exchanges or returns. All refunds or exchanges must be credited to the card account.
- h. Elected Official agrees to provide billing statements and required supporting documentation in a timely manner so that payment can be made to avoid late fees. Such late fees if incurred will be charged against the departmental budget. Accounts incurring multiple late fees may result in account suspension or cancellation.

II. Obligations of Elected Official. Elected Official agrees to use the card in accordance with the terms and conditions of this Agreement, the Purchasing Card and Credit Card Ordinance for Augusta, Georgia Elected Officials ("Ordinance"), incorporated herein by reference, as it may be amended from time to time, and any procedures developed in relation to the use of the card.



- a. Elected Official agrees to cooperate with the Card Administrator in relation to the use of the card, including participation in training, submission of receipts and documentation, notification of lost or stolen cards, etc.
- b. Elected Official shall comply with the County's budget, purchasing policies and procedures when making purchases with the card.
- c. Elected Official shall notify the Card Administrator, if Elected Official's name or contact information changes, within thirty days of such change.
- d. Elected Official shall protect the card at all times to prevent unauthorized use.
- e. Elected official shall immediately notify the Bank and Card Administrator if the card is lost or stolen.
- f. Elected Official shall surrender the card immediately upon request of Card Administrator, or expiration of his or her card, or his or her resignation or removal from office.
- g. Elected Official acknowledges that he or she is the only individual authorized to use the card.

III. Receipts and Documentation. Receipts are required for all card transactions. Elected Official shall provide receipts, invoices and other supporting documentation of all purchases made with the card as required by the Card Administrator. Substantiating documentation shall include the supplier or merchant information, quantity, description, unit price, total price, price paid without sales tax and an explanation of the purchase sufficient to demonstrate that the expense was in the performance of official County duties.

IV. Violations. In the discretion the Augusta, Georgia Commission, failure to comply with the terms of this agreement or the Elected Officials Purchasing Card and Credit Card Ordinance may result in one or more of the following:

- a. Warning;
- b. Suspension of card privileges;
- c. Termination of card privileges;
- d. Collection of an amount equal to the total of any improper purchases, including but not limited to declaring such purchases as an advance on salary to the extent allowed by law; and/or
- e. Prosecution. Official understands and acknowledges that misuse of the card may be considered a crime. Suspected misuse of the card may be reported to the proper authorities for prosecution.



Terms. This agreement shall be effective until terminated by the Card Administrator or the Augusta, Georgia Commission or the elected official leaves office or employee leaves the employment of the elected official or Augusta, Georgia.. The card shall be promptly returned to the Card Administrator in the event of such termination. The Elected Official's obligations of this agreement shall survive the termination of this agreement.

Augusta, Georgia:

ELECTED
OFFICIAL/EMPLOYEE:

Garnett L. Johnson
As its Mayor

Print Name
Title

DATE:

DATE:

Attest:

Lena J. Bonner, Clerk of Commission



CARD PROFILE FORM - REQUEST FOR PURCHASING/CREDIT CARD

EXHIBIT #1

- () Purchasing Card
- () Credit Card

TO: Geri A. Sams, Procurement Director - Purchasing Card
Donna Williams, Director of Finance – Credit Card

FROM:
(Department)

SUBJECT: Request for Purchasing Card/Credit Card

I request to be issued an Augusta, Georgia Purchasing Card/Credit Card for the purpose of making small-dollar purchases in the normal course of authorized Augusta, Georgia business.

Full Name of Employee (print): _____

Employee Social Security Number: (NOT REQUIRED AT THIS TIME) Date of Birth: _____

Employee Signature: _____

Employee Title: _____

Purchasing and Credit Card Transaction Limits:

Per Transaction: \$500.00 - Higher limits require approval by Card Administrator
Per Month: \$5,000.00 - Higher limits require approval by Card Administrator

Daily Transaction Limit: _____ # of Transactions _____

Restrictions: _____

Will the card be used for travel related items? (i.e. airline tickets, rental cars, hotels, etc.): Yes No

REQUESTED BY: _____

Signature: _____

APPROVED BY DEPARTMENT DIRECTOR _____ DATE _____

Signature of Procurement Director: _____

CREDIT CARD APPROVAL DATE BY COMMISSION _____

Signature of Procurement/Finance Director: _____

Copy to:
Designated Cardholder
File



SPECIAL APPROVAL REQUEST PURCHASING CARD/CREDIT CARD EXCEPTIONS

EXHIBIT #2

- () Purchasing Card
- () Credit Card

TO: Geri A. Sams, Procurement Director - Purchasing Card
 Donna Williams, Director of Finance – Credit Card

FROM:
 (Department)

Reason for Exception:

Card Number: _____

Full Name of Employee (print): _____

Employee Signature: _____

Employee Title: _____

Date of Increase: _____

Increased To: _____

Other Requests: _____

Head Department Signature: _____

Date Changed: _____

Request: APPROVED DENIED

Procurement/Finance Director's Signature: _____

Copy to:
 Designated Cardholder
 File



- () Purchasing Card ONLY
- () Credit Card see EXHIBIT A for Cardholder's Agreement

EXHIBIT #3

TO: Geri A. Sams, Procurement Director - Purchasing Card

CARDHOLDER'S AGREEMENT

I, hereby agree to comply with the **purchasing card** policy and procedures and the following terms and conditions regarding my use of the card. As a cardholder, I have read and understand the **Augusta, Georgia Cardholder's Policy and Procedures**.

1. I understand that I am being entrusted with a valuable tool, the purchasing card. I will be making financial commitments on behalf of Augusta, Georgia I will obtain the best value for Augusta, Georgia by using the card wisely and with discretion.
2. I agree to use this card for official approved purchases only. I fully understand that misuse or abuse of the card will result in revocation of the card and appropriate disciplinary action which may include termination of my employment. I also agree to attend training on the use of this card as prescribed by the Procurement Director.
3. Policy violations include, but are not limited to:
 - Expenditures for personal purposes;
 - Cash advances or refunds;
 - Expenditures for entertainment, including but not limited to the purchase of alcoholic beverages;
 - Purchases under contracts, unless an emergency exception is granted;
 - Separate, sequential, and component purchases or transactions made with intent to circumvent State, Federal or Augusta's Laws, policies, rules and regulations;
 - Transaction amounts greater than cardholder's limits;
 - Failure to submit proper documentation with each monthly statement, and;
 - Allowing the card to be used by someone else
4. I agree to return the card immediately upon request or upon termination of employment (including retirement and resignation). Should I be transferred, qualify for extended leave or undergo an organizational change which causes my duties to no longer necessitate the use of the card, I agree to return it immediately and arrange for issuance of a new card as may be appropriate. **EXHIBIT 7**
5. If the card is lost or stolen, I agree to immediately notify the Procurement Director and Bank both verbally and in writing.

I understand and agree that my use of the purchasing card is subject to the following specific purposes or restrictions:

Employee Signature: _____ Date _____

Print Name: _____

Department: _____ Title: _____

Credit Limit Authorized: \$ _____ Last 4 #'s on Card _____

Card Issue Date: _____

Copy to:
Designated Cardholder
File



CARDHOLDER'S LOST RECEIPT AFFIDAVIT

EXHIBIT #4

- () **Purchasing Card**
- () **Credit Card**

TO: Geri A. Sams, Procurement Director – Purchasing Card
 Donna Williams, Finance Director – Credit Card

FROM:
 (Department)

Card Number: _____

Full Name of Employee (print): _____

I certify that I made purchase shown below for official business but do not have a receipt because (check all that apply):

- Vendor did not provide a detailed receipt
- I have requested an invoice, but the vendor has not provided it
- I had a receipt but cannot locate it
- I have a receipt but it is not readable and this document is provided in order to describe the items purchased
- Order was placed via telephone, fax, or Internet and vendor has not supplied an invoice

All information must be completed in ink. All information is required. Use one affidavit per lost receipt.

Merchant Name: _____

Date of Purchase: _____

Detail Description of items purchased: _____

Total Purchase Amount: _____

Tax Paid No Yes

This document will be used in lieu of an invoice or receipt for this transaction. I certify that all items listed above (and on the attached, if applicable) were purchased and received for Augusta, Georgia Business. I also understand that use of this form instead of submitting actual receipts or invoices will result in suspension or termination of purchasing card privileges.

Employee Signature: _____

Employee Title: _____ Date _____

Copy to:
 Designated Cardholder
 File



CARDHOLDER'S LOST/STOLEN CARD REPORT

EXHIBIT #5

- () **Purchasing Card**
- () **Credit Card**

TO: Geri A. Sams, Procurement Director – Purchasing Card
 Donna Williams, Finance Director – Credit Card

FROM:
 (Department)

Card Number: _____

Full Name of Employee (print): _____

Employee Social Security Number: _____

Employee Signature: _____

Employee Title: _____

Date of Loss: _____

Date Stolen: _____

Date Reported to Bank: _____

Details:

Copy to:
 Designated Cardholder
 File



CARDHOLDER'S CARDHOLDER STATEMENT OF DISPUTED ITEM(S)

EXHIBIT 6

- () Purchasing Card
- () Credit Card

TO: Geri A. Sams, Procurement Director – Purchasing Card
 Donna Williams, Finance Director – Credit Card

RE: _____

CARDHOLDER NAME: _____ CARD NUMBER: _____

MERCHANT NAME: DISPUTED AMOUNT: _____ \$ _____

I dispute the charge(s) described herein as follows: [Check Appropriate Box(es)]

- I certify that the charge listed above was not made by me nor were the goods or services represented by the above transaction received by me or by a person authorized by me.
- I do not recognize the transaction as listed above. Please inform me of merchant name and description of merchandise purchases.
- Although I did engage in the above transaction, I dispute all or part of the charge in the amount of \$_____.
- I have contacted the merchant and requested a credit adjustment that I did not receive or was not satisfactory.
- I have been charged twice for the same transaction. Posting dates: _____ and _____
- A credit slip was listed as a sale on my statement.
- The amount of the sales slip was increased from \$ _____ to \$ _____. Enclosed is my copy of the sales slip prior to alteration.
- I received a price adjustment (credit slip) on the above transaction, and it has not appeared on my statement. Enclosed is a copy of the credit memorandum.
- Non-Acceptance
- Other: please explain completely. _____

I am disputing the charge because: _____

Designated Cardholder Signature: _____ Date _____

Department and Daytime Phone: _____

Email Dispute Form to: gsams@augustaga.gov
dwilliams@augustaga.gov

Copy to:
 Designated Cardholder
 File



CARDHOLDER'S RETURN FORM

EXHIBIT 7

() **Purchasing Card**

() **Credit Card**

TO: Geri A. Sams, Procurement Director - Purchasing Card
Donna Williams, Director of Finance – Credit Card

FROM:
(Department)

Card Number: _____

Full Name of Employee (print): _____

Employee Signature: _____

Employee Title: _____

Date Card Returned: _____

----- PROCUREMENT/FINANCE DEPARTMENT ONLY BEYOND THIS POINT -----

Received By: _____

Signature: _____

Reason: _____

Action Taken: _____



Georgia Code Title 36. Local Government § 36-80-24
Current as of March 28, 2024 |

EXHIBIT 8

(a) As used in this Code section, the term “constitutional officer” means the locally elected clerk of superior court, judge of the probate court, sheriff, tax receiver, tax collector, or tax commissioner.

(b) An elected official of a county, municipal corporation, local school system, or consolidated government or a constitutional officer shall be prohibited from the use of a government purchasing card or a government credit card unless:

- (1) Such purchases are solely for items or services that directly relate to such official's or constitutional officer's public duties; and
- (2) Such purchases are in accordance with guidelines adopted by the county, municipal corporation, local school system, consolidated government, or constitutional officer.

(c) Documents related to such purchases incurred by such elected officials or constitutional officers shall be available for public inspection.

(d) No such county, municipal corporation, local school system, or consolidated government shall issue government purchasing cards or government credit cards to elected officials on or after January 1, 2016, until the governing authority of such county, municipal corporation, local school system, or consolidated government, by public vote, has authorized such issuance and has promulgated specific policies regarding the use of such government purchasing cards or government credit cards. No constitutional officer shall issue government purchasing cards or government credit cards to himself, herself, or his or her employees on or after July 1, 2016, until he or she has promulgated specific policies regarding the use of such government purchasing cards or government credit cards that apply to himself or herself and his or her employees and such policies have been filed with the governing authority of the county. If an elected official of such county, municipal corporation, local school system, or consolidated government or constitutional officer promulgates specific policies regarding the use of such government purchasing cards or government credit cards, such policies shall include the following:

- (1) Designation of officials who shall be authorized to be issued such government purchasing cards or government credit cards;
- (2) A requirement that, before being issued a government purchasing card or government credit card, authorized users shall sign and accept an agreement with the county, municipal corporation, local school system, consolidated government, or constitutional officer issuing the government purchasing card or government credit card that such users will use such cards only in accordance with the policies of the issuing governmental entity or constitutional officer;
- (3) Transaction limits for the use of such cards;
- (4) A description of purchases that shall be authorized for use of such cards;
- (5) A description of purchases that shall not be authorized for use of such cards;



- (6) Designation of a government purchasing card or government credit card administrator;
- (7) A process for auditing and reviewing purchases made with such cards; and
- (8) Procedures for addressing a violation of such purchasing card or credit card policies and imposing penalties for violations, including, but not limited to, revocation of purchasing card or credit card privileges. Nothing in such procedures or any administrative action taken pursuant thereto shall preclude any other civil or criminal remedy under any other provision of law.



Finance Committee Meeting

Meeting Date: September 24, 2024

Daniel Field Airport – Budget Increase for FAA/State Grant with TIA Local Match

- Department:** Daniel Field Airport
- Presenter:** Becky Shealy
- Caption:** Approve a \$910,530 budget increase for a work in progress Federal/State Grant with a TIA local match
- Background:**

The airport lighting rehabilitation construction project started in 2023. The original budget was submitted in the 2023 Daniel Field budget packet for ARC Commission approval.

When preparing the 2024 budget request, the balance of this project was not carried over into 2024, causing a deficit in the accounts for this construction project.
- Analysis:** The increase for the 2024 budget for this grant is \$910,530 to finish out this project.
- Financial Impact:**
 - \$149,230 – Construction Administration balance needed for completion
 - \$761,300 – Construction balance needed for completion
 - \$910,530** – TOTAL
- Alternatives:** There are no alternatives
- Recommendation:** It is recommended to approve increasing the 2024 budget for this grant project using FAA/State funds and TIA local match that were approved by the Augusta Commission in 2023 for this specific project.
- Funds are available in the following accounts:**
 - GDOT Contract for this project that started in 2023 and TIA Contract for Daniel Field
 - 552-08-1210 (Grant)
 - 372-08-1132 (TIA local match)
- REVIEWED AND APPROVED BY:** Becky Shealy



Finance Committee

September 24, 2024

Public Defender Salary Proposal

Department: N/A

Presenter: N/A

Caption: Public Defender Salary Proposal

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

REVIEWED AND APPROVED BY: 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)

- _____ Commission Date of Meeting _____
- _____ Public Safety Committee Date of Meeting _____
- _____ Public Services Committee Date of Meeting _____
- _____ Administrative Services Committee Date of Meeting _____
- _____ Engineering Services Committee Date of Meeting _____
- _____ Finance Committee Date of Meeting September 24, 2024

Contact Information for Individual/Presenter Making the Request:

Name: Rahmaan Bowick
 Address: 902 Greene Street
 Telephone Number: 706-312-5105
 Fax Number: _____
 E-Mail Address: rbowick@augustaga.gov

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

Public Defender Salary Proposal

Please send this request form to the following address:

Ms. Lena J. Bonner Telephone Number: 706-821-1820
 Clerk of Commission Fax Number: 706-821-1838
 Suite 220 Municipal Building E-Mail Address: nmorawski@augustaga.gov
 535 Telfair Street
 Augusta, GA 30901

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

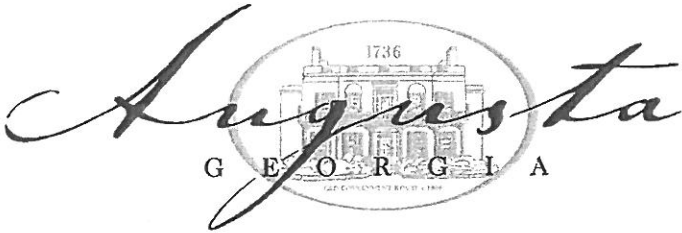


Commission Meeting

October 1, 2024

Fire Pumper Purchase

- Department:** N/A
- Presenter:** N/A
- Caption:** Motion to **approve** the purchase of two (2) Saber custom fire pumper through the League of Oregon Cities (LOC) and the NPPGov Cooperative Contract.
- 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
- REVIEWED AND APPROVED BY:** N/A



Meeting Name

Meeting Date: September 10, 2024

Approval of Fire Pumper Purchase through LOC and NPPGov Cooperative Contract

- Department:** Fire
- Presenter:** Antonio Burden, Fire Chief/EMA Director
- Caption:** Motion to approve the purchase of two (2) Saber custom fire pumper through the League of Oregon Cities (LOC) and the NPPGov Cooperative Contract.
- Background:** The Augusta Fire Department would like to purchase two (2) Saber custom fire pumpers from Ten-8 through cooperative purchasing off the League of Oregon Cities (LOC) and the NPPGOV Cooperative Contract.
- Analysis:** The League of Oregon Cities (LOC) served as Lead Agency to solicit proposals for Fire Apparatus. LOC works in cooperation with National Purchasing Partners "NPP" and its Government Division dba NPPGov, dba Public Safety GPO and dba Law Enforcement GPO to service the LOC and NPPGov membership. The published Request for Proposal (RFP) contained provisions that permitted all members of LOC and NPPGov throughout the nation to purchase through cooperative agreement and the resulting Master Price Agreement.
- Financial Impact:** \$1,997,000
- Alternatives:** None at this time.
- Recommendation:** To approve the Motion to approve the purchase of two (2) Saber custom fire pumper through the League of Oregon Cities (LOC) and the NPPGov Cooperative Contract.
- Funds are available in the following accounts:** Fire Dept. Capital Budget 274034110-5422320
- REVIEWED AND APPROVED BY:** Antonio Burden, Fire Chief/EMA Director.



Equipment Proposal

Proposal # 2037000

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: July 31, 2024 ("Proposal Date") Customer: Augusta Fire ("Customer")

Customer Address: 3117 Deans Bridge RD, Augusta GA 30906

Qty	Product Description & Options	Price
2	Saber custom pumper (2024 emissions PACCAR Motor)	\$2,037,000.00
	SUBTOTAL	\$2,037,000.00
	discount for order before August 1, 2024	(\$40,000.00)
Total:		\$1,997,000.00
<p>** Pricing is subject to change as follows:</p> <p>(a) Commercial chassis price is an estimate: final chassis price will be determined when chassis is delivered by the manufacturer to the original equipment manufacturer ("OEM"). The OEM will notify Company of its final price, and Company will notify Customer of the final price.</p> <p>(b) Persistent Inflationary Environment: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month the OEM accepts this order ("Order Month") and a month 14 months prior to the then predicted "ready for pick up" date ("Evaluation Month"), then Company may update the pricing in an amount equal to the increase in PPI over 5.0% in each year or fractional year between the Order Month and the Evaluation Month. Company will document any such updated price for Customer's approval, and Company will provide to Customer the option to cancel this Order for 45 days if Customer does not accept the updated price. If Customer accepts or fails to respond within such 45 day period. Customer will be obligated to complete the Product purchase at the updated Total price.</p>		

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 36 (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: Price includes all available discounts, training, travel for pre-con and final inspection, and training. Payment will be required at final inspection to avoid interest charges.

Unless accepted within 1 days from date of proposal, the right is reserved to withdraw this proposal.


Order continues on immediately following page.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL

SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: Augusta Fire

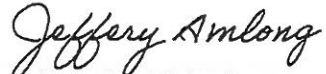
By: 

Title: Fire Chief

Print: Antonio Burden

Date: 7/31/24

Ten-8 Fire & Safety, LLC

By: 

Title: Authorized Sales Representative

Print: Jeff Amlong

Date: 7/31/2024

EXHIBIT A
PROPOSAL OPTION LIST

EXHIBIT B
WARRANTY

EXHIBIT C
PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Fire & Safety LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.

- a. "Acceptance" has the same meaning set forth in Company's Equipment Proposal.
- b. "Company's Equipment Proposal" means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus or associated equipment.
- c. "Cooperative Purchasing Contract" means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. "Delivery" means when Company delivers physical possession of the Product to Customer.
- e. "Manufacturer" means the Manufacturer of any Product.
- f. "Prepayment Discount" means the prepayment discounts, if any, specified in Company's Equipment Proposal.
- g. "Product" means the fire apparatus and any associated equipment manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. "Purchase Price" means the Total price set forth in the Quotation, after applicable pricing adjustments set forth in the Quotation.
- i. "Purchasing Terms and Conditions" means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. "Specifications" means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List), prepared in response to Customer's request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.
3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.
4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.
5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.
6. Cancellation/Termination. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by

Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.
8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.
 - a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.
9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.
10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.
11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement;

(c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (i) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.



Commission Meeting

October 1, 2024

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